



REQUEST for PROPOSAL # 936
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, AUGUST 27, 2025
DUE DATE: WEDNESDAY, OCTOBER 1, 2025 by 11:00 am

Request for Proposal for:

ARBORIST CONSULTING SERVICES TASK ORDER CONTRACT

SUBMIT:

One (1) Original
Four (4) Complete Copies

of the Proposal to:

<u>Shipping Method of your Choice or Hand Delivery</u>	<u>United States Postal Service</u>
Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6 th Floor, Suite 650 Vancouver WA 98660 564-397-2323	Clark County ATTN: Office of Purchasing PO Box 5000 Vancouver WA 98666-5000 564-397-2323

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

No electronic submissions.

*****Proposals must be delivered to the Purchasing office – No Exceptions***

*****Proposals must be date and time stamped by Purchasing staff by 11:00 am on due date – No Exceptions***

*****Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name***

Refer Questions to Project Manager:

Audrey Cronin
Environmental Permitting Supervisor / Public Works
Audrey.Cronin@clark.wa.gov
360-558-0524

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALITY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

MUNICIPAL RESEARCH and SERVICE CENTER - Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract, your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or <https://mrscrosters.org/businesses/business-membership/>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at

independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

ACCEPTANCE or REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE - The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office: V: 564-397-2322
ADA@clark.wa.gov

Request for Proposals

Table of Contents

PART I PROPOSAL REQUIREMENTS

Section IA: General Information

1. Introduction
2. Background
3. Scope of Project
4. Project Funding
5. Title VI Statement
6. Timeline for Selection
7. Employment Verification

Section IB: Work Requirements

1. Required Services
2. County Performed Work
3. Deliverables and Schedule
4. Place of Performance
5. Period of Performance
6. Prevailing Wage
7. Debarred / Suspended
8. Americans with Disabilities Act (ADA) Information
9. Public Disclosure
10. Insurance/Bond
11. Plan Holders List

PART II PROPOSAL PREPARATION AND SUBMITTAL

Section IIA: Pre-Submittal Meeting/Clarification

1. Pre-Submittal Meeting
2. Proposal Clarification

Section IIB: Proposal Submission

1. Proposals Due
2. Proposal

Section IIC: Proposal Content

1. Cover Sheet
2. Project Team
3. Management Approach
4. Respondent's Capabilities
5. Project Approach and Understanding
6. Proposed Cost

PART III PROPOSAL EVALUATION & CONTRACT AWARD

Section IIIA: Proposal Review and Selection

1. Evaluation and Selection
2. Evaluation Criteria Scoring

Section IIIB: Contract Award

1. Consultant Selection
2. Contract Development
3. Award Review
4. Orientation/Kick-off Meeting

ATTACHMENTS

- A: Proposal Cover Sheet
- B: Letter of Interest
- C: Certification Regarding Debarment, Suspension and Other Responsibility Matters Form

EXHIBITS

- A. Contract Template

Request for Proposal #936

Arborist Consulting Services Task Order Contract

Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>Clark County intends to award one contract for arborist consulting services to be provided on an as-needed basis. These services are limited to field assessments and technical documentation in support of environmental permitting and mitigation efforts.</p> <p>Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor Rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or https://mrscrosters.org/businesses/business-membership/</p> <p>If your company contact details <i>are not</i> on the Plan Holder List at https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34 Interlocal Cooperation Act. The proposer may opt to extend identical services and prices to qualified public agencies. Each contract is between the proposer and individual agency binding only their agency, with no liability to Clark County.</p>
2. Background	<p>Clark County Public Works is seeking proposals from qualified firms with demonstrated experience in arborist consulting and certification by the International Society of Arboriculture (ISA). The awarded firm will be contacted on an as-needed basis to assist with projects when county staff does not have expertise or availability to do the work..</p>
3. Scope of Project	<p>The successful firm will enter into a Consultant Agreement with Clark County for task order arborist consulting services in support of environmental permitting and mitigation efforts. Work under this contract will primarily include tree assessment, management recommendation, plans, reports, and construction monitoring by ISA certified arborists. Services such as tree trimming, planting, or removal are not included under this contract.</p> <p>A copy of the agreement is included as Exhibit A and should be read carefully before submitting a proposal. Changes cannot be made to the contract. There is no guarantee of any expenditure on this contract. Work will be assigned as project needs are identified. The scope of work, schedule and compensation for each item of work will be established through a written request prior to commencement of the work. Requests for services will be issued by the county's contract administrator as project needs arise. Any changes to the scope of work, schedule or budget must be agreed to by the consultant and Clark County in writing.</p>
4. Project Funding	<p>Clark County anticipates awarding one contract in the amount of \$100,000. Federal funds may not be expended under this contract.</p>

Request for Proposal #936

Arborist Consulting Services Task Order Contract

<p>5. Title VI Statement</p>	<p>Title VI Statement</p> <p>Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p> <p>La póliza del condado de Clark es garantizar que ninguna persona por motivos de raza, color, origen nacional o sexo según lo dispuesto en el Title VI of the Civil Rights Act de 1964, según enmendada, sea excluida por participar en, ser negado los beneficios de, o ser discriminado por cualquier programa o actividad patrocinada por el condado. Para preguntas relacionadas con el programa de Title VI de Obras Públicas del condado de Clark, o para servicios de interpretación o traducción para personas que no hablan inglés. O para que los materiales estén disponibles en un formato alternativo, comuníquese con el coordinador del Title VI de Obras Públicas del condado de Clark por correo electrónico a CCPW-TitleVI@clark.wa.gov o por teléfono a 564-397-4944. Las personas con problemas de audición / habla pueden llamar a Washington Relay Center al 711.</p> <p>For questions regarding Clark County Public Works' Title VI Program, or for interpretation or translation services for non-English speakers, or otherwise making materials available in an alternate format, contact Clark County Public Works' Title VI Coordinator via email at CCPW-TitleVI@clark.wa.gov or phone at 564-397-4944. Hearing/speech impaired may call the Washington Relay Center at 711.</p> <p><i>Политика округа Кларк заключается в том, что никого нельзя отстранять от участия, лишать льгот или подвергать дискриминации по признаку расовой принадлежности, цвета кожи и национального происхождения в рамках любой деятельности округа Кларк, как это предусмотрено разделом VI Закона о гражданских правах 1964 г. и сопутствующими законами. Эта политика распространяется на всю деятельность округа Кларк, в том числе на его подрядчиков и всех, кто действует от имени округа Кларк. Эта политика также распространяется на деятельность любого департамента или учреждения, которому округ Кларк предоставляет федеральную финансовую помощь. Федеральная финансовая помощь включает в себя гранты, обучение, использование оборудования, передачу избыточного имущества и другую помощь.</i></p> <p>Политика Округа Кларк состоит в том, чтобы гарантировать, что ни один человек не зависимо от расы, цвета кожи, национальности или пола - как это предусмотрено Разделом VI Закона о Гражданских Правах от 1964 года с поправками - не должен быть исключён из участия, или получить отказ в выгодах, или в иной форме быть ущемлён в любой программе или деятельности, спонсируемой Округом Кларк. По вопросам, связанным с Программой Раздела VI департамента Общественных работ Округа Кларк, или по вопросам перевода для людей, говорящих на ином языке кроме английского, или для получения материалов в альтернативном формате, обращайтесь к координатору Раздела VI департамента Общественных работ Округа Кларк по электронной почте CCPW-TitleVI@clark.wa.gov или по телефону 564.397.4944. Люди с нарушениями слуха или речи могут обратиться в Вашингтонский центр переключения по номеру 711.</p>
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Request for Proposal #936

Arborist Consulting Services Task Order Contract

6. Timeline for Selection	<p>The following dates are the intended timeline:.</p> <table border="1"> <tr> <td>Deadline for Questions and Answers</td><td>September 24, 2025</td></tr> <tr> <td>Final date for Addendum, if needed</td><td>September 25, 2025</td></tr> <tr> <td>Proposals Due</td><td>October 1, 2025</td></tr> <tr> <td>Proposal Review/Evaluation Period</td><td>October 6 – October 17, 2025</td></tr> <tr> <td>Interviews/Demonstration (optional)</td><td>October 20 – October 31, 2025</td></tr> <tr> <td>Selection Committee Recommendation</td><td>November 4, 2025</td></tr> <tr> <td>Contract Negotiation/Execution</td><td>November 5 – December 19, 2025</td></tr> <tr> <td>Contract Intended to Begin</td><td>January 1, 2026</td></tr> </table>	Deadline for Questions and Answers	September 24, 2025	Final date for Addendum, if needed	September 25, 2025	Proposals Due	October 1, 2025	Proposal Review/Evaluation Period	October 6 – October 17, 2025	Interviews/Demonstration (optional)	October 20 – October 31, 2025	Selection Committee Recommendation	November 4, 2025	Contract Negotiation/Execution	November 5 – December 19, 2025	Contract Intended to Begin	January 1, 2026
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7. Employment Verification	<p>The Proposer, if awarded the Contract, shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program before execution of the Contract. The Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon County request. Failure by Contractor to comply with this subsection shall be considered a material breach.</p> <p>(Sole Proprietors must submit a letter stating such.)</p>																
Section IB	Work Requirements																
1. Required Services	<p>The following arborist services are examples of tasks that may be requested under this contract:</p> <ul style="list-style-type: none"> • Tree survivability assessment • Hazard tree assessment • Management recommendations • Tree Protection Plan development • Forest Practices Act permit documentation • Construction monitoring 																
2. County Performed Work	<p>For most tasks, the consultant will be working closely with county staff on the project. The responsibilities of the consultant will be clearly defined in the scope of each task order executed under this contract.</p>																
3. Deliverables & Schedule	<p>The deliverables and schedule for each task will be clearly defined in the task order.</p>																

Request for Proposal #936

Arborist Consulting Services Task Order Contract

4. Place of Performance	The place of performance will vary within Clark County from task to task. Since the tasks will vary in size, and some may require a rapid response in the case of an emergency, it will be important for firms to have staff in the local area.
5. Period of Performance	<p>A contract awarded as a result of this RFP will be for two (2) years and is intended to begin on January 1, 2026 and end December 31, 2027.</p> <p>The anticipated contract value is \$100,000. Final contract value will be determined by approved funding.</p> <p>The county reserves the right to terminate the contract, with thirty (30) days written notice, at any time if the requirements of the contract are not being met satisfactorily, solely in the county's judgment.</p>
6. Prevailing Wage Applicable to all public work as defined in RCW 39.04.010(4) Public Works Definition	<p>Pursuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all work identified in this project as a public work requires the contractor to pay Washington State prevailing wages and file all affidavits of intent to pay with the WA State Dept of Labor & Industries.</p> <p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATMENT – SUPPLEMENTAL CRITERIA.</p> <p>For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p>http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
7. Debarred/Suspended	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposers must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
8. Americans with Disabilities Act (ADA) Information	Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing ADA@clark.wa.gov or by calling 564-397-2322.

Request for Proposal #936

Arborist Consulting Services Task Order Contract

9. Public Disclosure	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
10. Insurance/Bond	<p>A. <u>Waiver of Subrogation</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or 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 subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p> <p>B. <u>Proof of Insurance</u> Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposers responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.</p> <p>C. <u>Worker's Compensation</u> As required by the industrial insurance laws of the State of Washington.</p> <p>D. <u>Automobile</u> If the Proposer 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 Proposer 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 occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.</p> <p>E. <u>Commercial General Liability (CGL) Insurance</u> Written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 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 prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay</p>

Request for Proposal #936

Arborist Consulting Services Task Order Contract

	<p>from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.</p> <p><u>F. Professional Liability (aka Errors and Omissions)</u> The Proposer shall obtain, at Proposers expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Proposers liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.</p> <p><u>G. Umbrella Liability Coverage</u> Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.</p> <p><u>H. Additional Insured</u> Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
11. Plan Holders List	<p>All proposers are required to be listed on the plan holders list.</p> <ul style="list-style-type: none"> ✓ Prior to submission of proposal, confirm your organization is on the Plan Holders List below: <p>To view the Plan Holders List, click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview</p> <ul style="list-style-type: none"> • If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion. • Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

Request for Proposal #936
Arborist Consulting Services Task Order Contract

Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	There are no plans to hold a pre-submittal meeting.
2. Proposal Clarification	<p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is September 24, 2025 by 12:00 pm.</p> <p>An addendum will be issued no later than September 25, 2025 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1</p>
Section IIB	Proposal Submission
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p>The outside of the envelope/package shall clearly identify:</p> <p>1. RFP Number and;</p> <p>2. TITLE and;</p> <p>3. Name and Address of the Proposer.</p> <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed five (5) pages, <u>excluding</u> resumes, coversheet and debarment form. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <p>The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p>

Request for Proposal #936

Arborist Consulting Services Task Order Contract

	<p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, should not be included with each copy unless otherwise specified.</p>
Section IIC	Proposal Content
1. Cover Sheet	<p>This form is to be used as your proposal Cover Sheet.</p> <p>See Cover Sheet - Attachment A</p>
2. Project Team	<p>Provide information on the individuals that will be available to work on county projects. A summary table that includes the name, title, certifications, years of experience, office location and expertise for each individual may be an appropriate format. Work in Southwest Washington and work similar to that anticipated through a task order contract should be emphasized.</p>
3. Management Approach	<ul style="list-style-type: none"> • Describe how the team will be managed internally as well as within the overall County/Consultant project team. • Describe how your firm evaluates and presents project information for project teams to make decisions. Include information about your internal QA/QC processes. • How does your process ensure deliverables are complete, containing minimal errors? • How are County review comments addressed and responses communicated back to the project team?
4. Respondent's Capabilities	<p>Provide information on projects the firm or team members have worked on that demonstrate the firm's capabilities.</p> <p>Provide three (3) reference projects with project contact information.</p>
5. Project Approach and Understanding	<p>Work approach and understanding will be developed on a task-by-task basis.</p>
6. Proposed Cost	<p>Cost will be considered under the proposal evaluation process. Please include a rate sheet detailing the hourly rates of any staff job titles/classifications (not individuals) that may perform work under this contract.</p>

Request for Proposal #936
Arborist Consulting Services Task Order Contract

Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection												
1. Evaluation and Selection:	<p>Proposals received in response to this RFP will be evaluated by a Review Committee. The Committee's review results and recommendations will be presented to the Clark County Manager for final approval. The proposal scores alone will determine the final consultant selection. .</p>												
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p>A one hundred (100) point system will be used, weighted against the following criteria:</p> <table border="1" data-bbox="402 747 1421 1121"> <tr> <td>Proposal Approach / Quality</td><td>20</td></tr> <tr> <td>Project Team</td><td>20</td></tr> <tr> <td>Proposer's capabilities</td><td>30</td></tr> <tr> <td>Cost</td><td>20</td></tr> <tr> <td>References</td><td>10</td></tr> <tr> <td>Total Points</td><td>100</td></tr> </table>	Proposal Approach / Quality	20	Project Team	20	Proposer's capabilities	30	Cost	20	References	10	Total Points	100
Proposal Approach / Quality	20												
Project Team	20												
Proposer's capabilities	30												
Cost	20												
References	10												
Total Points	100												
Section IIIB	Contract Award												
1. Consultant Selection	<p>The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to award the contract based on the best interests of the County.</p>												
2. Contract Development	<p>The County will award a contract to the highest scoring Proposer. Should the County not reach a favorable agreement with the highest scoring Proposer, the County shall suspend or terminate negotiations and may commence negotiations with the next highest scoring Proposer and so on until a favorable agreement is reached.</p> <p>The proposal and all responses provided by the successful Proposer may become a part of the final contract.</p>												

Request for Proposal #936
Arborist Consulting Services Task Order Contract

	The form of contract shall be the County's Contract for Professional Services, attached in Exhibit A .
3. Award Review	The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov .
4. Orientation/Kick-off Meeting	There will not be an orientation or kick-off meeting. Once a contract is executed, the firm will be available for task order work. The timing of such work can be difficult to predict. Firms can contact the contract administrator with questions.

Request for Proposal #936
Arborist Consulting Services Task Order Contract

Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	
Tax Identification Number	

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

NOTE: Failure to do so, shall render the proposer non-responsive and therefore be rejected.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.

Authorized Signature of Proposing Firm

Date

Printed Name

Title

Request for Proposal #936
Arborist Consulting Services Task Order Contract

Attachment B: LETTER OF INTEREST

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the ‘Letter of Interest’ to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Misty.Davis@clark.wa.gov

Clark County web link: <https://clark.wa.gov/internal-services/request-proposal-1>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

**Request for Proposal #936
Arborist Consulting Services Task Order Contract**

Attachment C



Clark County, Washington

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Company Name

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

EXHIBIT A

SAMPLE CONTRACT ONLY

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 requirements 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.

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