



# Snohomish Health District

**Architectural/Planning  
Consulting Services  
RFQ #2020-01**



**SNOHOMISH  
HEALTH DISTRICT**  
[WWW.SNOHD.ORG](http://WWW.SNOHD.ORG)

Snohomish Health District  
Administration  
3020 Rucker Avenue  
Suite 306  
Everett, WA 98201

# REQUEST FOR QUALIFICATIONS

## For Professional Architectural/Planning Consulting Services for Space Layout and Cost Estimating of a Remodel of the Snohomish Health District Rucker Building

### RFQ 2020-01

*In this RFQ, the Snohomish Health District shall be referred to as “the District” and the terms offeror, respondent, vendor and proposer are synonymous.*

#### **Purpose/Objective**

The Snohomish Health District (SHD) requests a Letter of Interest (LOI) and a Statement of Qualifications (SOQ) from interested, qualified firms (or groups) to work with the Rucker Building Task Force and SHD Leadership Team to determine current and future services, needs, functions and amenities the District should offer in a space plan; assist the committee to understand construction costs that align with the project space needs; conceptual design and cost estimating; work with the committee to gather staff input; and develop a recommendation for a new space layout proposal to present to Snohomish Health District Board of Health by 08/11/2020.

#### **Schedule**

<u>DESCRIPTION</u>	<u>TARGET DATE</u>
RFQ Advertised	06/19/2020
Pre-proposal Meeting	06/26/2020
Addendum to RFQ issued, if required	07/02/2020
Deadline for Receipt of RFQ	07/07/2020
Interview Finalists	07/13/2020
Begin respondent discussions/negotiations	07/16/2020
Contract award	08/11/2020

*The target dates provided are estimates and may be subject to change during the process.*

#### **Proposal Documents**

Proposal documents are available online at [www.snohd.org/bids](http://www.snohd.org/bids), or at the Snohomish Health District, 3020 Rucker Ave. Ste 306, Everett, WA 98201.

Please email responses to [rfq@snohd.org](mailto:rfq@snohd.org). Responses will be accepted until 2:00 PM, Tuesday, 07/07/2020. The selected firm (or group) for this project would need to immediately work with the District to execute a contract and begin necessary responsibilities.

Proposals submitted by any means other than emailing will not be accepted. Proposals submitted after the deadline date and time will not be accepted.

#### **Pre-Proposal Meeting**

The pre-proposal meeting will be tentatively scheduled for 06/26/2020 in the Snohomish Health District, 3020 Rucker Ave, Everett, WA first floor Auditorium. The meeting will be divided into separate groups to comply with the gathering size requirements of the state Safe Start plans. Please email [pspence@snohd.org](mailto:pspence@snohd.org) to be assigned your time slot.

**REQUEST FOR QUALIFICATIONS  
RFQ 2020-01**

**TABLE OF CONTENTS**

<b>SECTION I.</b>	<b>Introduction/Overview</b>	<b>PAGE</b>
	Purpose/Objective .....	3
	Background.....	3
	Rucker Building Task Force.....	3
	Rucker Building Information.....	3
<b>SECTION II.</b>	<b>Scope of Services</b>	
	Scope of Services.....	4
<b>SECTION III.</b>	<b>Submission</b>	
	Submission .....	6
<b>SECTION IV.</b>	<b>Method of Award/Evaluation Criteria</b>	
	Evaluation Process .....	9
	Evaluation Criteria .....	9
<b>SECTION V.</b>	<b>Request for Qualifications: Terms, Conditions &amp; Disclaimers</b>	
	Terms, Conditions, & Disclaimers.....	11
	District Contracts.....	14
<b>SECTION VI.</b>	<b>ATTACHMENTS</b>	
	Attachment A-Proposal Acknowledgment .....	16
	Attachment B-Affidavit Form .....	17
	Attachment C-Insurance Requirements.....	18
	Attachment D-Sample Professional Services Agreement.....	18

## **SECTION I: Introduction/Overview**

### **Purpose/Objective**

The Snohomish Health District is requesting qualifications from experienced professional firms (or groups) to conduct a comprehensive function and needs assessment for the District's Rucker Building, located at 3020 Rucker Avenue in Everett, Washington. The goal is to create a space plan that takes into account the District's current and future services, needs, functions and amenities, relocates staff into cohesive work areas, and expands potential leasing space within the Building.

### **Background on the District**

The Snohomish Health District is the local public health agency for Snohomish County. Our team of 134 public health professionals serves the 805,000 residents and thousands of businesses in the County. We work for safer and healthier communities through essential programs that track, respond to, and prevent costly food and water contamination, disease outbreaks, and injuries.

The agency was created in 1959 under Washington State Law (RCW 70.46) as the independent municipal corporation responsible for public health in Snohomish County. A 15-member Board of Health (BOH) oversees District budget and policies. The Board is made up of all five Snohomish County Council members and 10 mayors or city council members representing the 20 incorporated cities and towns in the County. Public meetings of the Board of Health are held monthly.

For general information about the District and BOH, please visit the District's web site at [www.snohd.org](http://www.snohd.org).

### **Rucker Building Task Force**

The District owns the Rucker Building located at 3020 Rucker Avenue in Everett. In an effort to determine the highest and best use of this asset, in June of 2018, the Board of Health established a Rucker Building Task Force. The Task Force consist of four BOH members and SHD staff. The Committee began meeting in July of 2018.

The Task Force will assist and advise the Board of Health on the following:

- Work with District to provide input on Architect selection for conceptual design and cost estimating.
- Work with District and Architect to provide input on conceptual designs for developing a space plan.
- Provide input on financing options for remodeling the Rucker Building
- Develop recommendations to present to the Board of Health relating to the Rucker Building facility.

### **Rucker Building Facilities**

Rucker Building

Address: 3020 Rucker Avenue, Everett, WA

Sq. Ft.: 65,947 including meeting rooms, kitchen areas, lobby and restrooms

Services and Function: This building currently houses the Snohomish Health District and the Everett office of the IRS customer service.

Floor plans are available at [www.snohd.org/bids](http://www.snohd.org/bids) under RFQ #2020-001.

## **SECTION II; Scope of Services**

The District is seeking professional architectural/planning consulting services of an interested, qualified firm (or group) for (1) thorough and objective Services and Needs Assessment, (2) development of a Space Layout that meets the needs identified in the Assessment, and (3) Project Cost Estimate. The plan will address short and long term goals and objectives identified by the District.

The scope of services is preliminary and may be revised at the discretion of the District to ensure the successful completion of the project.

### **PHASE I: Services and Needs Assessment**

The District needs a determination of the optimal amount of square footage required to accommodate the District staffing levels and projected services. Consultant will utilize the input from the Rucker Building Task Force, District staff, and other sources in order to project the facility needs of the District.

- A. Requirements. Determination of the optimal amount of square footage needed to accommodate the current District staffing levels and services. Utilize input from the Rucker Building Task Force, District staff, and other sources in order to project the current facility needs of the District. Develop total needs based on:
  1. Detailed space requirement standards with total space requirements developed in Excel spreadsheet format for each department and for each position based upon employee position types or job families for each District department to be housed in the facilities;
  2. Typical common area needs calculated for hallways, lobby areas, meeting spaces, break rooms, storage, filing, restrooms, copy and printing centers and other requirements for District departments as identified through the process.
  3. Special space requirements calculated for individual departments, such as client exam rooms for Prevention Services, customer service counter for Environmental Health, server room for Information Services, records storage, meeting space with modern public address and multimedia technology and emergency power generation for parts or all of District.
  4. Evaluate potential rental spaces for other tenants.
- B. Review of Current Facilities. Inventory current facilities and research perceived future needs of the various District departments. Identify any significant deficiencies in existing facilities and sites.
- C. Plan. Define implementation steps and milestones necessary to fulfill the needs identified, in the scope of work with funding resources.

## **PHASE II: Space Layout**

Using the Services and Needs Assessment and working in conjunction with the Rucker Building Task Force and staff, Consultant will develop a conceptual space layout, which takes into account the following:

### A Conceptual Space Layout

- Phasing for building remodel.
- Inclusion of other potential use that would enhance rental prospective.
- Separating publicly accessible space from District office functions.
- Achieving a building remodel that is functional, efficient, safe/secure, incorporates quality systems and materials, energy efficient with low operating and maintenance costs.
- Options for "green built", energy efficient and/or low impact.
- Options for amenities including lighting, seating, public art.
- Review with Task Force and staff

### B Office Space Layout

- Detailed space planning based on approved conceptual layout.

## **PHASE III: Cost Estimate**

A. Funding Needs. Develop an estimate of approximate costs based on current project bids for similar construction and develop construction cost estimate for the proposed plan.

B. Presentations. Work with the Rucker Building Task Force to explain the estimate of costs based on current project bids for similar construction and present results of the construction cost estimate for the proposed plan.

**The tentative timeline for all work to be completed is December 31, 2020.**

## **SECTION III: Submission**

### **Procedures**

The Statement of Qualifications should be organized in a manner that allows the reviewer to evaluate the firm's qualifications quickly and easily. Brevity of text will be appreciated.

The Statement of Qualifications shall be no more than fifteen (15) pages in length. The page count excludes the covers, a one or two page Letter of Interest, and section dividers, provided the text of the response is not printed upon them. The pages shall be eight and one-half inches by eleven inches, except that pages containing only charts and graphs may be printed on pages eleven inches by seventeen inches.

SOQs must be received via email on or before the date and time outlined on the front page of this RFQ. Send your electronic submittal to:

[rfq@snohd.org](mailto:rfq@snohd.org) With Name of Firm and RFQ Title in the Subject Line.

Please submit one electronic copy in Adobe Acrobat PDF format, including all appendices. Submittals need to be limited to 9 MB in total email size. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

Late SOQs will not be accepted by the District. SOQs received after the stated date and time will not be reviewed and shall be deemed non-responsive.

### **Submittal Content Requirements**

1. **Letter of Interest**  
The letter of interest should indicate: (a) an interest in developing a Services and Needs Assessment and developing Conceptual Designs; (b) the availability of the firm's resources for completing all components of the project; (c) any desire for schedule changes; (d) the firm's contact information (address, telephone, email); and (e) additional data or recommendations, if desired.
2. **Table of Contents:** A table of contents shall outline all contents contained within the proposal submittal.
3. **Proposal Acknowledgment/Amendments:** This section shall include the completed proposal acknowledgement form and any amendments (addenda) to the solicitation provided as ATTACHMENT A.
4. **Identifications of Confidential, Proprietary Commercial Information or Trade Secrets:** If applicable, information the respondent claims to be confidential, proprietary commercial information or trade secrets shall be identified in this section. This information, along with any claim of confidential financial information, should also be disclosed. The respondent must include an explanation for each individual claim of confidentiality.

5. **Personnel and Technical Qualifications:** The nature and form of response are at the discretion of the respondent, but at a minimum, the following information must be included:

A. *Project Organization and Staffing*

- i. Provide an organization chart showing all proposed team members and describing their responsibilities for this project. Include professional qualifications/resumes of each member of the project team.
- ii. Describe the portion of work that will be performed by a subcontractor, if any, and information about the professional qualifications of proposed subcontractors.

B. *Description of Related Experience*

- i. Describe the firm's experience with preparing Services and Needs Assessment, developing Conceptual Space Layouts and Cost Estimates. Include at least three projects the firm has completed that are somewhat similar to the project described in this request. For each project, provide the following information:
  - a. Name, address and telephone number of the client.
  - b. Name of the firm's project manager and personnel who worked on each project with a brief description of their responsibilities.
  - c. The elements of the projects that are common to the projects proposed above.
  - d. Summary of the firm's role/responsibility in overall project.
  - e. Summary of the firm's deliverables.
- ii. Describe the firm's ability to complete work under a short timeline.
- iii. Describe the firm's approach to dealing with and communicating with public officials about complex, analytical data regarding facility planning.
- iv. (Optional) Identify any other relevant information pertinent to this RFQ section.

6. **References:** A minimum of five (5) current references with physical addresses, phone numbers, and email addresses (if available) should be provided. They should represent the most significant projects performed in the last five years that are similar to the project described in this RFQ. The references may be in the private and/or public sector, with at least two in the public sector.

7. **Subcontracting:** This section should identify any of the required services that the respondent intends to subcontract, if any, providing the following information:

- A. Reason for subcontracting;
- B. Proposed subcontractor responsibilities; and
- C. Identity and descriptive information of proposed subcontractors, including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information.

8. **Required Forms/Additional Information:**

- A. Submit a completed Affidavit form (ATTACHMENT B).
- B. Provide a statement that respondent, if awarded the contract, will provide a certificate of insurance in accordance the Snohomish Health District insurance requirements (ATTACHMENT C).
- C. Additional Information. Provide any additional information you wish to bring to the District's attention with respect to the respondent's qualifications.

**Washington State Public Disclosure Act**

All submittals and accompanying documentation will become the property of the District, will not be returned and will become public documents subject to public disclosure with limited exceptions. The Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless the fall within the specified exemptions contained in the act or is otherwise privileged. Qualifications submitted under the RFQ process shall be considered public documents and with limited exceptions submittals that are recommended for contract award will be available for inspection and copying by the public.

## **SECTION IV: Method of Award/Evaluation Criteria**

### **General Approach**

Responses to the request for a LOI and SOQ will be evaluated, based on their clear ability to meet the District's interest in quickly and efficiently developing a Services and Needs Assessment and developing a Conceptual Space Layout and Cost Estimate, consistent with the project description contained in this request. The responses will be rated according to the criteria detailed below. This may result in the selection of a firm (or group), or in a short list of firms (or groups) who will be asked to provide additional information at an oral interview. The selected finalist will be asked to begin fee negotiations immediately. If negotiations are not completed with the top ranked team, negotiations may proceed with the next most qualified team or teams. Final approval of an agreement will rest with the Board of Health based on the recommendations of the Rucker Building Task Force.

### **Evaluation Criteria for the Written Responses**

Each proposal will be evaluated and given a score based upon the quality of response to each of the following topic areas. Maximum number of points achievable is 100.

#### **A. Project Timeline– 20 points maximum**

- i. Timeline – 15 points
  - Ability to create/monitor project timelines
  - Ability to meet project timelines
  - Ability to exceed project timelines

#### **B. Organizational Background, Experience & Expertise – 60 points maximum**

- i. Qualifications of Proposed Members – 20 points
  - Years of experience
  - Quantity of similar projects
  - Education
  - Years with the firm
- ii. Comprehension, Responsiveness and Demonstrated Success – 2 points
  - Illustrates that the team clearly understands objectives and technical requirements
  - Responsiveness to all aspects of the RFQ
  - Firm's demonstrated success with similar projects
- iii. LEED Experience and Successes – 10 points
- iv. Public Sector Experiences – 10 points

#### **C. Clarity of Proposal – 20 points maximum**

- i. Is the SOQ easy to understand?
- ii. Do the graphics further clarify the written items?
- iii. Did the firm (or group) follow the submittal format?

## Interview Evaluation Criteria

Criteria
Quality of presentation, ability to articulate relevant company experience, and ability to demonstrate overall understanding of the scope of the project.
Clearly communicates expertise and interpersonal skills of proposed project team.
Creativity in approach and/or solutions to meet intent of office space planning, including need to be fiscally responsible with building and tenant improvements.

### Clarification of Offers

An evaluation committee will evaluate the proposals from information on hand and may also ask questions to clarify information from respondents as required. A composite rating will be developed which indicates the respondent's collective ranking of the highest rated proposals in a descending order.

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement contact are permitted with a respondent to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the proposal evaluation committee may be adjusted as a result of a clarification under this section.

### Interviews/Discussions

The Evaluation Committee may afford one (1) or more respondents an opportunity to make oral presentations to clarify their proposals. If requested, oral presentations shall be made at no cost to the District. Key personnel listed in the proposal are required to attend the interview.

**The Snohomish Health District reserves the right to reject any and all proposals and to accept the proposal the District considers most advantageous. All proposals will become the property of the District.**

## **SECTION V: Terms, Conditions and Disclaimers**

### **Receipt and Handling of Request For Qualifications**

- The respondent assumes full responsibility for the timely delivery of the RFQ to the designated location. Proposals delivered to any other office or location will not be considered.
- RFQs, or modifications of RFQs, received after the exact hour and date specified for receipt will not be accepted.
- Should the respondent subsequently become the successful respondent, the submitted proposal and any attachments will become part of the contract and the property of Snohomish Health District.
- The District reserves the right to reject any or all proposals and to waive any informality in bidding.

### **Respondent Registration**

Respondents shall register by emailing [rfq@snohd.org](mailto:rfq@snohd.org). The prospective respondent will be placed on the District's notification list for any forthcoming addendum or other official communications. Failure to register as a prospective may cause a respondent's Submittal Package to be rejected as non-responsive if the respondent has submitted a Submittal Package without acknowledgment of issued addenda or if the respondent fails to submit revised required documents.

### **Addenda**

If at any time, the District changes, revises, deletes, clarifies, increases, or otherwise modifies the RFQ, the District will issue a written Addendum to the RFQ. Respondents must register for this RFQ to be notified of addenda and new documents on this RFQ. It is the Respondent's responsibility to check for addenda and other new documents online.

### **Communications, Questions and Interpretation of the RFQ**

No oral interpretations of the RFQ will be made to any respondent. All questions and any explanations must be requested in writing and directed to the Purchasing Administrator. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all respondents by addendum.

A blackout period is established between the time a solicitation is issued by the District and the time the District awards the contract. After the issuance of any solicitation, all bidders, respondents, contractors, consultants or individuals acting on their behalf are hereby prohibited from contacting or lobbying any District employee, official or representative at any time during the blackout period. Communications concerning this RFQ with other than Purchasing staff or Administrative Director may cause the respondent to be disqualified.

### **Examination of Proposal and Contract Documents**

The submission of a proposal shall constitute an acknowledgement upon which the District may rely that the respondent has thoroughly examined and is familiar with all requirements and documents pursuant to the RFQ, including any addenda, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a respondent to comply with the above requirement shall in no way relieve the respondent from any obligations with respect to its proposal or to any contract awarded pursuant to this RFQ. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFQ.

### **Cost of Proposals**

The District is not liable for any costs incurred by a respondent in the preparation and evaluation of proposals submitted.

### **Modifications of Proposal or Withdrawal of Proposal Prior to Proposal Due Date**

At any time before the time and date set for submittal of proposals, a respondent may submit a modification of a proposal previously submitted to the District. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Proposals may be withdrawn by written notice received prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person by a respondent or authorized representative provided their identity is made known and they sign a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for receipt of proposals. All requests for modification or withdrawal of proposals, whether in person or written, shall not reveal the amount of the original proposal.

### **Error and Administrative Corrections**

The District shall not be responsible for any errors in proposals. Respondents shall only be allowed to alter proposals after the submittal deadline in response to requests for clarifications by the District.

The District reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

### **Compliance with RFQ Terms, Attachments and Addenda**

- A. The District intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFQ, as well as a subsequent presentation for selected respondents. Respondents shall submit proposals, which respond to the requirements of the RFQ.
- B. Respondents are strongly advised to not take exceptions to the terms, conditions, attachments and addenda; exceptions may result in rejection of the proposal. An exception is not a response to a proposal requirement. If an exception is taken, a 'Notice of Exception' must be submitted with the proposal. The 'Notice of Exception' must identify the specific point or points of exception and provide alternatives.

- C. The District reserves the right to reject any proposal for any reason including, but not limited to, the following;
- Any proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity;
  - Any proposal that has any qualification, limitation, exception or provision attached to the proposal;
  - Any proposal from respondents who (in the sole judgment of the District) lack the qualifications or responsibility necessary to perform the work;
  - Any proposal submitted by a respondent which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
  - Any proposal from respondents who are not approved as being compliant with the requirements for equal employment opportunity; and
  - Any proposal for which a respondent fails or neglects to complete and submit any qualifications information within the time specified by the District.
- D. The District may, at its sole discretion, determine that a proposal with a 'Notice of Exception' merits evaluation. A proposal with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the respondent if the District determines that the proposal continues to be advantageous to the District.
- E. In consideration of the District's review and evaluation of its proposal, the respondent waives and releases any claims against the District arising from any rejection of any or all proposals, including any claim for costs incurred by respondents in the preparation and presentation of proposals submitted in response to this RFQ.
- F. Proposals shall address all requirements identified in this RFQ. In addition, the District may consider proposal alternatives submitted by respondents that provide cost savings or enhancements beyond the RFQ requirements. Proposal alternatives may be considered if deemed to be in the District's best interests. Proposal alternatives shall be clearly identified.

### **Collusion**

If the District determines that collusion has occurred among respondents, none of the proposals from the participants in such collusion shall be considered. The District's determination shall be final.

### **Award of Contract**

The Snohomish Health District Board of Health will make the final award of the contract, tentatively scheduled for 08/11/2020.

### **Term of Contract**

The term of the contract awarded from this RFQ shall be for a period of one (1) year. If the District determines it to be advantageous, it may extend the term of the contract for up to three (3) one-year periods.

## **District Contacts**

Replies to questions will be sent via electronic mail to all firms (or groups) requesting to be on the list for this RFQ. Please send your electronic mail address to Pam Spence at [pspence@snohd.org](mailto:pspence@snohd.org) upon receipt of this request for LOI and SOQ to ensure receiving a copy of all questions and responses.

Pam Spence, Purchasing Administrator  
Snohomish Health District  
3020 Rucker Ave., Ste. 308  
Everett, WA 98201  
Telephone: (425) 339-5214  
Email: [pspence@snohd.org](mailto:pspence@snohd.org)

### **Contract Administrator**

The designated contract administrator will be:

Shawn Frederick, Administrative Director  
Snohomish Health District  
3020 Rucker Ave., Ste. 306  
Everett, WA 98201  
Telephone: (425) 339-8687  
Email: [sfrederick@snohd.org](mailto:sfrederick@snohd.org)



**SECTION VI. ATTACHMENTS**

**ATTACHMENT A:**

**PROPOSAL ACKNOWLEDGMENT**

Business Firm's Typed Name: \_\_\_\_\_

Name and Title of Person  
Authorized to Sign Proposal: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Corporate Attestation or SEAL *here*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Corporate officer other than above)

Name and Title of Person  
Attesting to Authorized Signature: \_\_\_\_\_

**NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS**

The correct legal business name of the respondent must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different.

Corporations must have names that comply with State Law. The respondent's signature must conform to the following:

- Where the respondent is a corporation, a corporate seal is required.
- Where the respondent is a partnership, at least one general partner must sign.
- Where the respondent is a sole proprietor, the owner of the company must sign.

**ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS**

**Please note, that it is the respondent's responsibility to check the District's website frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.**

The respondent acknowledges receipt of the following amendment(s) to the solicitation:

**Amendment Number/Date:**  
**Amendment Number/Date:**  
**Amendment Number/Date:**

**NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**

**ATTACHMENT B:**

**NON-COLLUSION STATEMENT**

In order for your application to be considered, it is necessary to furnish the following information:

Has your firm ever been indicted, pled guilty, pled nolo contendere (no contest), or been convicted of any offense that has resulted in your firm being barred from being or performing work for any State, Local, or Federal Government?

Yes \_\_\_ No \_\_\_

If "Yes", attach a separate sheet(s) to this form giving the details involved, the names of the individuals, and their current employment status with your firm.

Has any officer, employee, or other member of your firm ever been indicted, pled guilty, pled nolo contendere, or been convicted of any illegal restraints of trade, including collusive bidding?

Yes \_\_\_ No \_\_\_

If "Yes", attach a separate sheet(s) to this form giving the details involved.

Has your firm or any officer, employee, or member of your firm ever been debarred for violation of various Public Constraint Acts incorporating Labor Standards Provision?

Yes \_\_\_ No \_\_\_

If "Yes", attach a separate sheet(s) to this form giving the details involved.

Is your firm under the protection of the bankruptcy court, has pending any petition in bankruptcy court, or have you made an assignment for the benefit of creditors?

Yes \_\_\_ No \_\_\_

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title Date

**NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**

[Type here]

## **ATTACHMENT C: INSURANCE REQUIREMENTS**

A. Contractor shall obtain insurance of the types described below:

1. Automobile Liability Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01
2. Commercial General Liability Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The District shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Contractor's profession.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
4. Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

[Type here]

1. The Contractor's insurance coverage shall be primary insurance as respect to the District. Any Insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except in accordance with RCW 48.18.290, or prior written notice by delivery or mail has been given to the District.

Name of Company: \_\_\_\_\_

Name of Insurance Agent: \_\_\_\_\_

Telephone, including Area Code \_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**

[Type here]

**ATTACHMENT C:  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
SNOHOMISH HEALTH DISTRICT AND  
\_\_\_\_\_ FOR CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the Snohomish Health District, a Washington State municipal corporation organized under RCW 70.46, (“District”) and \_\_\_\_\_, a Washington Corporation, (“Consultant”).

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to \_\_\_\_\_, as more fully described in Article II. The general terms and conditions of the relationship between the District and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

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### **ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the District when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The District may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the District. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the District, and upon completion of the work shall become the property of the District, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the District.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the District. Upon request, the Consultant shall tender the work product and summary to the District. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the District.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TERM.** The term of this Agreement shall commence on the date this agreement is executed by all parties and shall remain in effect until \_\_\_\_\_. The parties may extend the term of this Agreement by written mutual agreement.

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III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the District.

III.5 **EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the District, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise.

*(Please indicate No or Yes below)*

\_\_\_\_\_ No employees supplying work have ever been retired from a Washington state retirement system.

\_\_\_\_\_ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the District is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold District harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid,

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and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide District with all information required by District to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

### III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

b. Should a court of competent jurisdiction determine that this Agreement 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 Consultant and the District, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.** In addition to Paragraph IV.3 b, when the District provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the District its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

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### III.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.
- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The District shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:** Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the District.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the District with proof of insurance upon request by the District.

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**h. Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the District. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the District. Any Insurance, self-insurance, or self-insured pool coverage maintained by the District shall be excess of the Consultant's insurance and shall not contribute with it.

**j. Failure to Maintain Insurance Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the District may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the District on demand, or at the sole discretion of the District, offset against funds due the Consultant from the District.**

**k. District Full Availability of Consultant Limits**  
If the Consultant maintains higher insurance limits than the minimums shown above, the District shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the District evidences limits of liability lower than those maintained by the Consultant.

**l. Subcontractors' Insurance**  
The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the District, and further that the Consultant will be barred from performing any services for the District now or in the future, unless a showing is made satisfactory to the District that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any District project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Stanwood County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the District understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of District employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the District is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The District may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the District.

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**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the District of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the District prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the District determines in its sole discretion that a conflict is irreconcilable, the District reserves the right to terminate this Agreement.

**III.13 DISTRICT CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the District in each instance, the confidences of the District or any information regarding the District or services provided to the District.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants: NONE.

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the District.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

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## **ARTICLE IV. OBLIGATIONS OF THE DISTRICT**

### **IV.1 PAYMENTS.**

a. The Consultant shall be paid by the District for services rendered under this Agreement as described in the Scope of Services, under **Exhibit "B"** – Rate Schedule, and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \_\_\_\_\_ without the written agreement of the Consultant and the District. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the District elects to expand the scope of services from that set forth in Exhibit A, the District shall pay Consultant a mutually agreed amount.

b. Upon completion of the appraisal and District's acceptance of the work, the Consultant shall submit an invoice to the District for services performed in a format acceptable to the District. The Consultant shall maintain time and expense records and provide them to the District upon request.

c. The District will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**IV.2 DISTRICT APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the District, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and District requirements.

### **IV.3 MAINTENANCE/INSPECTION OF RECORDS.**

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the District and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the District and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for

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a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the District with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records.** The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the District, the District may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any District records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the District with an estimate of reasonable time needed to fulfill the records request.

#### ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the District shall be sent to the following address:

XXXX

Notices to the Consultant shall be sent to the following address:

XXXX

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the District to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the District for its convenience, the District shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

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V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for

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and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SNOHOMISH HEALTH DISTRICT

XXXXXX

By \_\_\_\_\_

By \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Grant K. Weed, District Attorney

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**Exhibit "A"**

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**Exhibit “B”**