



Okanogan Conservation District

1251 S. Second Ave, Room 102

Okanogan, WA 98840

Request for Qualifications for Design and Engineering Services

Johnson Creek Restoration Project

April 4, 2019

Project Sponsors: Okanogan Conservation District

Qualifications and non-cost proposal must be submitted by April 26, 2019, 5 p.m.

Pre-bid Site Visit

There will be an optional pre-bid site visit associated with this RFP on April 18, 2019 at 10 a.m. Please confirm your intention to attend this site visit by email to Amy Martin, no later than 5 p.m. April 15. Details for the site visit will be provided to those that confirm their attendance.

Questions should be directed to:

Amy Martin, Conservation Planner
Okanogan Conservation District
1251 First Ave South
Okanogan, WA 98841
amy@okanogancd.org
509-422-0855 ext. 108

Project Background

The Okanogan Conservation District (Okanogan CD) is working with a grant from the National Fish and Wildlife Foundation (NFWF) to develop designs for a wetland/stream restoration project on Johnson Creek near Okanogan, Washington.

Project Goals

The landowner and project partners are interested in improving water quality and habitat on a 17-acre wetland by restoring more natural hydrology through the implementation of channel improvements and restoration of native riparian/wetland vegetation. The project should also reduce seasonal flooding near a home, where there are structural concerns and water quality issues.

Opportunities to maintain some agricultural productivity should be considered. The design should utilize natural features and low-impact techniques as much as possible while achieving the goals of the project.

Background

The project site is a 17-acre privately owned hay field, bisected by 1,750 feet of Johnson Creek, a perennial stream which flows to the Okanogan River. The creek was straightened and channelized, and natural vegetation was converted for agricultural production in the early 1900's.

Wildfires in 2015 burned peat soil on the site. Paired with altered hydrology in the watershed post-fire, has led to persistent ponds, a seemingly elevated water table and inundation of the field during 2016, 2017 and 2018. The site is bordered on the east (the downstream end) by Conconully Highway, a county road, and a likely undersized culvert. The main culvert is 5 feet in diameter with a 3 foot diameter overflow culvert. A design to restore the site may include replacing this crossing to improve water conveyance, which has been initially discussed with stakeholders.

Currently, the creek supports rainbow and brook trout and is potential habitat for endangered steelhead. Downstream fish passage improvements may increase steelhead presence at the site. Adjacent properties support shrub-wetland vegetation.

Available Site Information

Historic photos (1940's), simple barrier survey on the County road, downstream habitat and water quality data, and drone flyover footage of the property. Channel/riparian condition on adjacent properties may be considered as 'natural' (not actively managed) condition.

Scope of Work

Designs need to be completed to Bonneville Power Administration (BPA) HIP III standards. This includes:

- 15% conceptual design
- 30% preliminary design with an associated Basis of Design Report (BDR)
- 80% design (responding to questions and concerns from the 30% design)
- A Final engineer stamped design.

Each stage will be reviewed by the BPA RRT (Technical Team). Submission to the RRT and comments will be communicated over email.

This list of tasks is meant to serve as a guideline for preparing a non-cost proposal. A final, more detailed scope of work should be presented in the response to this RFQ and will be negotiated with the selected firm.

Task 1. Preliminary Assessment and Planning

- Review information provided by Okanogan CD and partners, identify data gaps
- Attend kickoff meeting and site reconnaissance (same day)

Task 2. Data Collection and Review

- Review available information. Collect topographic, hydrologic, hydraulic, and geomorphic data as needed to clarify conditions of the project site and vicinity.
- Interpret ground and surface water monitoring and summarize data in memo format.

Task 3. 15% Conceptual Project

- Conceptual project plan will be reviewed by the landowner, and the RRT

Task 4. 30% Preliminary Design (Okanogan CD and project partners will identify preferred alternative)

- Draft Basis of Design Report (plan, profile, specifications)
- Preliminary design drawings including: base maps, topographic data, preferred alternative plan view and profile, planting plan (see below), details for any habitat features.
- Draft planting plan for riparian area. Okanogan CD can provide expertise on appropriate plants for the region and successful implementation strategies, if needed.
- One meeting to present preliminary designs to the landowner, and one meeting which includes agency stakeholders, which will be organized by Okanogan CD.

Okanogan CD is partnered with fish habitat and stream ecologists to help incorporate biological considerations into the design. If your firm has staff that can fill this role please highlight their qualifications.

Task 5. 80% Final Design

- Incorporate review comments into near-final design drawings. The drawings should contain sufficient detail to implement construction and for the US Army Corps, WA Dept. of Ecology and WDFW to permit the project.
- Draft technical specifications.
- Draft construction quantities and cost estimates.

Task 6. Final Stamped, Permit-level Designs

- Final Basis of Design Report
- Bid documents (drawings and technical specifications) suitable for the US Army Corps, WA Dept. of Ecology and WDFW to evaluate and permit the project.
- Final construction quantities and an estimate of constructions costs.

Task 7. Project Management/Other

- Monthly invoices with progress reports
- Maintain frequent communication with Okanogan CD

Please also address the capacity for your firm to complete the following items, which may not be included in the final agreement.

- Permit application assistance
- Construction oversight

Project Timeline:

Task	Timeline
Preliminary Assessment and Planning	June 2019
Hydrologic Data Review, Analysis, Documentation 15% Conceptual designs	July 2019
Preliminary Design – 30% Designs	November 2019
80% Final Designs	March 2019
100% Permit-level Designs	May 2020

Based on the availability of grant funding, final deliverables must be completed by May 15, 2020. The timeline is negotiable for other tasks.

Attachments:

1. Location Map
2. Site Map
3. Pictures
4. Example contract for services

Drone footage of the property from October, 2017 is available upon request, contact amy@okanogancd.org

Information Requirements

Consultants may submit qualifications and non-cost proposals by email by 5:00 p.m. April 26, 2019 to Amy Martin (amy@okanogancd.org).

The submission should include:

Project Team and Qualifications:

- A profile of your firm, including legal status, license number, UBI, and tax identifier;
- Organizational chart, identifying principal-in-charge, project manager, and project team members and include any subcontractors and their tasks;
- Statement of qualifications of the firm and the project team, including, but not limited to: ability to meet schedule, familiarity with relevant codes and standards, past performance, ability to provide M/WBE participation, the project team’s experience with geomorphic and hydraulic analysis, etc.;
- Demonstration of firm’s ability to work well with WDFW, NMFS and USFWS and regulatory partners;

- Description of any projects that resulted in damages or claims against your firm or design team members in the past five years;
- General and professional liability coverage (the awarded contractor will be asked to provide proof of coverage).
- A description and references for at least two similar projects.

Design Approach:

- Describe how the project tasks will be completed and a schedule that meets the above timeline, including field investigations and site conditions analyses that will be conducted to develop the design;
- Identify potential risk factors, special issues or problems that are likely to be encountered in the construction phase of the project, and explain how the engineering and construction documents will address those risks, issues or problems;

Selection Process

Okanogan CD will convene a committee to review submissions for the project. Responding consultants will be ranked in order of their qualifications, and submission content. Okanogan CD may propose modifications to the selected consultant before finalizing the contract. The following evaluation criteria will be used:

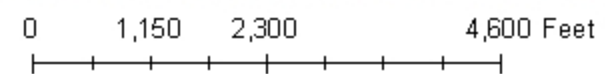
- a. Experience with designing wetland restoration/enhancement projects with similarities to the project location;
- b. Experience designing to BPA HIP III standards;
- c. Experience addressing impacts from roads and crossings;
- d. Demonstration of successful cooperation with relevant local, state and federal agencies;
- e. Clarity, quality and presentation of qualifications to address tasks;
- f. Ability of the firm to meet the proposed timeline.

Late proposals will not be considered. The Okanogan Conservation District makes no guarantee that an award will be made as a result of this RFQ.



Johnson Creek Restoration Project, Proposed

The proposed project site is approximately 5 miles upstream of the Johnson Creek confluence with the Okanogan River.



1:22,707



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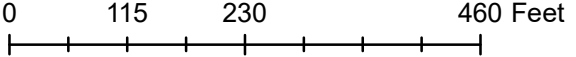
4/4/2019
Cartographer: Amy



- Johnson Creek
- Project_Site_NFWF
- Property Boundary

Johnson Creek Restoration Project, Proposed

The proposed project site. Background image is 2017 imagery (Google), showing extensive deep ponding throughout the property. Project site includes over 1,700 feet of Johnson Creek, and riparian and wetland areas on each side.



1:2,250

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Upper Columbia Steelhead Habitat Restoration in Johnson Creek (WA)

NFWF Bring Back the Natives 2017 Proposal

Photo 1. 2016 flooding, northwest half of the property.



Photo 2. 2016 flooding, in east half of the property, home site is on the right.



Photo 3. Representative channel condition, and Conconully Highway culvert.



Photo 4. Project site (left) and adjacent shrub wetland riparian conditions.



Okanogan Conservation District

CONSULTANT AGREEMENT

AGREEMENT NUMBER:

This Agreement is made and entered into by and between the Okanogan Conservation District (“Okanogan CD”), a special purpose district of Washington State as authorized in RCW 89.08, and _____ (“Consultant”).

Recitals:

The purpose of this agreement is to retain the professional services of the Consultant to provide support to the Okanogan CD and project partner.

1. TERM OF AGREEMENT.

The term of this Agreement shall begin when fully executed by all parties, and shall end when all work is acknowledged as completed and accepted by Okanogan CD, unless amended by written agreement or terminated earlier pursuant to the provisions hereof.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant may begin the work outlined in “Attachment A – Scope of Work” upon the date of last signature to this contract. Okanogan CD will acknowledge in writing to the Consultant when the Work is complete. Time limits established pursuant to this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by Okanogan CD in writing, for Okanogan CD’s convenience or for conditions beyond the Consultant’s control.

3. SCOPE OF WORK.

- A. The Scope of Work for this Agreement and the time schedule for completion of such work are described in “Exhibit A – Scope of Work”, which is attached to and made part of this Agreement.
- B. Exhibit A contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between Okanogan CD and the Consultant, and specific obligations of both parties.
- C. All reports required under this contract must be delivered to the Project Manager in accordance with the schedule included in Exhibit A – Scope of Work.
- D. The Work shall, at all times, be subject to the Okanogan CD’s general review and approval. The Consultant shall confer with Okanogan CD periodically during the progress of the Work, and shall prepare and present such information and materials (e.g. detailed outline of completed Work) as requested by Okanogan CD to determine the adequacy of the Work or the Consultant’s progress.

4. PAYMENT.

Okanogan CD shall pay an amount up to but not to exceed _____ for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. The Consultant's compensation for services rendered shall be based on the schedule set forth in "Exhibit A – Scope of Work".

5. PAYMENT PROCEDURES.

Payment shall be made by Okanogan CD to the Consultant upon Okanogan CD's receipt of properly completed invoices, which shall be submitted to the Project Manager and Financial Manager not more often than monthly. The invoices shall describe and document to Okanogan CD's satisfaction a description of the work performed, the progress of the project and fees. If expenses are invoiced, provide a detailed breakdown of each type. All expenses must be accompanied by a receipt in order to receive reimbursement.

Payment shall be considered timely if made by Okanogan CD within thirty (30) days after the receipt of properly completed invoices. Payment shall be sent to the address designated by the Consultant.

Okanogan CD may, in its sole discretion, terminate the contract or withhold payments claimed by the Consultant for services rendered if the Consultant fails to satisfactorily comply with any term or condition of this contract. No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by Okanogan CD.

6. ASSURANCES.

Okanogan CD and the Consultant agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules and regulations. If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

7. INSURANCE, TAXES, FEES AND LICENSES.

- A. Insurance: The Consultant shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect Okanogan CD should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Consultant or subcontractor, or agents of either, while performing under the terms of this contract. Insurance shall be maintained in full force and effect during the term of the Contract, as follows:
 - a. Commercial General Liability Insurance Policy: Provide a Commercial General Liability Insurance policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Consultant is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
 - b. Automobile Liability: In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Consultant, automobile liability insurance shall be required. The minimum limit for automobile liability is

\$1,000,000 per occurrence, using a combined Single Limit for bodily injury and property damage.

- c. The insurance required shall be issued by an insurance company/ies authorized to do business in the State of Washington, and shall name the Okanogan Conservation District, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid collectable insurance. Consultant shall give Okanogan CD 30 days advance notice of any insurance cancellation. Consultant shall submit to Okanogan CD within 15 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in this section. Consultant shall submit renewal certificates as appropriate during the term of the contract.
- B. Fees and Licenses: Consultant shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary. It is the Consultant's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply with said changes during the entire term of this Agreement.
- C. Taxes: Where required by state statute, ordinance or regulation, Consultant shall pay for and maintain in current status all taxes necessary for performance.

8. CONTRACT MANAGEMENT.

All official notices under this Agreement shall be delivered to the following addresses (or such other addresses as either party may designate in writing):

Project Manager for Okanogan CD:
Amy Martin, Conservation Planner
Okanogan Conservation District
1251 S. 2nd Ave.
Okanogan, WA 98840
(509) 422-0855 ext. 108
amy@okanogancd.org

Financial Manager for Okanogan CD

Contract Manager for the Consultant:

9. INDEMNIFICATION.

The Consultant does hereby release and shall indemnify, and hold Okanogan CD and its employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Consultant's performance of the services contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the Consultant, its servants, agents and employees. In furtherance of these obligations, and only with respect to Okanogan CD, its employees and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, workers compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

10. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of Okanogan CD, which consent shall not be unreasonably withheld. If, during the term of this Agreement, any such individual leaves the Consultant's employment, the Consultant shall present to Okanogan CD one or more individuals with greater or equal qualifications as a replacement, subject to Okanogan CD's approval, which shall not be unreasonably withheld. Okanogan CD's approval shall not be construed to release the Consultant from its obligations under this Agreement.

11. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract any of its obligations under this Agreement without Okanogan CD's written consent, which may be granted or withheld in Okanogan CD's sole discretion. Any subcontract made by the Consultant shall incorporate by reference all the terms of this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. Okanogan CD's consent to any assignment or subcontract shall not release the consultant from liability under this Agreement or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment or subcontract.

12. FEDERAL DEBARMENT.

The Consultant shall immediately notify Okanogan CD of any suspension or debarment or other action that excludes the Consultant or any subconsultant from participation in Federal contracts. Consultant shall verify all subconsultants that are intended and/or used by the Consultant for performance of work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov> . The Consultant shall keep proof of such verification within the Consultant records.

13. ERRORS AND OMISSIONS, CORRECTIONS.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. The design and engineering services of the Project shall be performed in accordance with the standard of care, skill and diligence normally practiced by nationally recognized engineering firms experienced in performing works of a similar nature at the time of performance of the Work and otherwise in compliance with the standards of performance of this Agreement. The Consultant, without additional compensation, shall correct or revise any errors or mistakes in the designs, drawings, specifications, and/or other consultant services immediately upon notification by Okanogan CD. The obligation provided for in this Section with respect to any acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.

14. ORDER OF PRECEDENCE.

Each of the Attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Federal and State of Washington statutes and regulations
- b. Special Terms and Conditions as contained in this basic contract instrument

- c. Exhibit A – “Scope of Work”
- d. Request for Qualifications
- e. Any other provision, term or material incorporated herein by reference or otherwise

15. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant in connection with the Work, whether or not the Work is completed. The Consultant grants to Okanogan CD a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for Okanogan CD under this Agreement. If requested by Okanogan CD, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications), and any related materials and/or any other related documents or materials which are developed solely for and paid for by Okanogan CD in connection with the performance of the Work, shall be promptly delivered to Okanogan CD.
- B. Okanogan CD may make and retain copies of such documents for its information and reference in connection with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by Okanogan CD or others, on extensions of the project or on any other project.

16. CONFIDENTIALITY.

- A. The Consultant understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) it submits to Okanogan CD, or that are used by Okanogan CD even if the Consultant possesses the records, are public records under Washington State law, RCW Chapter 42.56. Okanogan CD must promptly disclose public records upon a request to Okanogan CD, unless a statute exempts them from disclosure. The Consultant also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.
- B. The Consultant will fully cooperate with the District in identifying and assembling records that may be in the possession of the Consultant in case of any public disclosure request.
- C. The Consultant will possess, or have access to, information (both materials and information provided by the District or prepared for the District, as a result of the Work). This information is likewise to be treated by the Consultant as confidential. The Consultant will not permit the duplication or disclosure of such information to any persons (other than its own employee, agent or representative who requires such information for the direct performance of the Consultant obligations hereunder), unless such duplication, use or disclosure is specifically authorized in writing by the District. Such information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. Likewise, information does not include that which has been independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

17. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement shall first be through negotiations, if possible, between the Consultant’s Project Manager and Okanogan CD’s Project Manager. If necessary, it shall be referred to the District Manager (Okanogan CD) and the

Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights of Okanogan CD to terminate the contract. Notwithstanding all of the above, if Okanogan CD believes in good faith that some portion of the Work has not been completed satisfactorily, Okanogan CD may require the Consultant to correct such work prior to payment. In such event, Okanogan CD will provide to the Consultant an explanation of the concern and the remedy that Okanogan CD expects. Okanogan CD may withhold from any payment that is otherwise due, an amount that Okanogan CD in good faith finds to be under dispute, or if the Consultant does not provide a sufficient remedy, Okanogan CD may retain the amount equal to the cost to Okanogan CD for otherwise correcting or remedying the work not properly completed.

18. TERMINATION.

- A. For Cause: Okanogan CD may terminate the Agreement if the Consultant is in material breach of any of the terms of this Agreement, and such breach has not been corrected to Okanogan CD's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
- C. For Okanogan CD's Convenience: Okanogan CD may terminate this Agreement at any time, without cause and for any reason including Okanogan CD's convenience, upon written notice to the Consultant.
- D. Notice: Notice of termination pursuant to this Section shall be given by the party terminating this Agreement to the other, not less than five (5) business days prior to the effective date of termination.
- E. Actions upon Termination: In the event of termination, the Consultant shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Agreement. The Consultant agrees that this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- F. Upon termination for any reason, the Consultant shall provide Okanogan CD with the most current design documents, contract documents, writings and other products the Consultant has produced to the date of termination, along with copies of all project-related correspondence and similar items. Okanogan CD shall have the same rights to use these materials as if termination had not occurred; provided however, that Okanogan CD shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by Okanogan CD to the Consultant's work product.

19. MISCELLANEOUS PROVISIONS.

- A. Entire Agreement: This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or

otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties thereto.

- B. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- C. Binding Agreement: This Agreement shall be subject to the written approval of Okanogan CD's authorized representative and shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- D. General Requirement: The Consultant, at no expense to Okanogan CD, shall comply with all applicable laws of the United States and the State of Washington, and rules, regulations, orders and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Consultant shall specifically comply with the requirements of this Section.
- E. Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court of Okanogan County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by Okanogan CD of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by Okanogan CD of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Okanogan CD in writing.
- J. Negotiated Agreement: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
- K. No personal liability: No officer, agent or authorized employee of Okanogan CD shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

CONSULTANT

By _____
Signature Date

Type or Print Name

Title

OKANOGAN CONSERVATION DISTRICT

By _____
Signature Date

Type or Print Name

Title

Washington State Unified Business Identifier Number (UBI):