

REQUEST FOR QUALIFICATIONS AND PROPOSALS

What: OWNER'S REPRESENTATIVE / CONSTRUCTION PROJECT MANAGER

(Anticipated Project Delivery Method: Design-Bid-Build)

Project: Station 71 Apparatus Bay Expansion/Remodel

Owner: Kitsap County Fire District #18 (Poulsbo Fire Department)

Out for Proposals: 9/1/2026

Proposals Due: 9/30/2026 at 4:00pm

Must submit in person or by mail at
Poulsbo Fire Department
911 NE Liberty Rd NE
Poulsbo, WA 98370

Or

Email at nsawyers@poulsbofire.org

1. PURPOSE OF SOLICITATION

Kitsap County Fire District No. 18 ("District") is seeking qualified firms to provide **Owner's Representative / Construction Project Manager** services for the planning, design, procurement, construction, and closeout of an upcoming fire station remodel/expansion project. The selected firm will serve as an independent representative of the District and will provide professional project-management and construction-administration services throughout the project. The selected firm will work collaboratively with District staff, the District's architect/engineer, construction contractor, consultants, and other project stakeholders while maintaining an independent obligation to protect the District's interests. The District is seeking a firm with demonstrated experience managing complex public-sector construction projects, preferably fire stations, emergency-services facilities, occupied facilities, remodels, additions, and other projects where maintaining ongoing operations is a significant consideration. The District is also seeking a firm with demonstrated knowledge and experience with Washington State public works procurement and Alternative Public Works delivery methods, including projects subject to Chapter 39.10 RCW. This experience will be considered in evaluating the firm's ability to advise the District regarding project delivery, procurement, risk allocation, cost, schedule, constructability, and other project considerations.

2. PROJECT OVERVIEW

The District currently anticipates utilizing the Design-Bid-Build project delivery method for the Station 71 Apparatus Bay Remodel/Expansion. Under this approach, the District anticipates retaining an architect/engineer to develop the design and construction documents, followed by a competitive procurement process for selection of a general contractor to construct the project. The selected Owner's Representative / Construction Project Manager will be expected to provide project-management and owner's-representative services throughout the design, construction procurement, construction, and closeout phases and will assist the District in effectively coordinating the separate design and construction contracts. Although the District currently anticipates utilizing Design-Bid-Build, the selected firm is expected to have sufficient knowledge

of Washington State public works delivery methods to advise the District if project circumstances warrant consideration of an alternative delivery method.

The District may consider Alternative Public Works delivery methods, as authorized by applicable Washington State law, if circumstances arise in which an alternative method may better serve the District's interests. The selected firm may be asked to provide information and recommendations regarding the advantages, disadvantages, risks, costs, schedule implications, and procurement requirements associated with available project delivery methods. The District reserves the right to modify the anticipated project delivery method if determined to be in the District's best interest.

3. ANTICIPATED SERVICES

The selected Owner's Representative / Construction Project Manager is expected to provide services through multiple phases of the project.

The District anticipates, at a minimum, the following services.

A. Project Planning and Development

- Assist the District in establishing project objectives, scope, schedule, budget, and priorities.
- Develop and maintain an overall project management plan.
- Establish project communication and reporting procedures.
- Identify project risks and recommend mitigation strategies.
- Assist the District in evaluating project delivery options.
- Assist with coordination of the District's architect/engineer and other consultants.
- Assist with preliminary cost estimating and budget development.
- Establish project documentation and recordkeeping procedures.
- Assist the District in implementing the anticipated Design-Bid-Build delivery method.
- Establish appropriate coordination procedures between the District, architect/engineer, and future construction contractor.
- Identify potential issues that may arise from the separation of the design and construction contracts and recommend strategies to mitigate those risks.
- When requested by the District, provide information and recommendations regarding Alternative Public Works delivery methods authorized under Washington State law.

B. Design Phase

- Represent the District's interests during design development.
- Attend and participate in design meetings.
- Review design progress for consistency with the District's project objectives, budget, schedule, and operational requirements.
- Identify potential constructability, cost, schedule, and operational issues.
- Coordinate review and comments from District representatives.
- Monitor design schedule and deliverables.
- Assist with value-engineering evaluations when appropriate.
- Review project cost estimates and identify potential budget risks.
- Assist the District in preparing for construction procurement.

The Owner's Representative will not replace or assume the professional responsibilities of the project's licensed architect or engineer.

C. Construction Procurement

The District currently anticipates using a Design-Bid-Build delivery method. The selected Owner's Representative / Construction Project Manager will assist the District with the transition from design through construction procurement, including:

- Assist with development of the construction procurement strategy.
- Coordinate with the architect/engineer and legal to ensure construction documents are appropriately developed for competitive bidding.
- Review construction documents from the District's project-management and constructability perspective.
- Assist with development of the construction bid schedule.
- Assist with contractor pre-bid activities.
- Coordinate and track contractor questions and requests for clarification.
- Assist with pre-bid meetings and site visits.
- Assist the District and architect/engineer in responding to bidder questions.
- Assist with evaluation of bids and contractor qualifications.
- Identify potential discrepancies, ambiguities, or omissions in the construction documents that could affect bidding, cost, or schedule.
- Provide recommendations to the District regarding contractor selection.

The Owner's Representative will not replace the architect/engineer in performing professional design services or the District's procurement responsibilities.

D. Construction Administration and Oversight

- Serve as the District's primary project-management representative during construction.
- Attend regularly scheduled construction meetings.
- Monitor contractor progress against the approved schedule.
- Monitor project costs and commitments.
- Review contractor schedules and schedule updates.
- Review payment applications and provide recommendations to the District.
- Review proposed change orders and provide recommendations regarding cost, schedule, and necessity.
- Assist with change-order negotiations when requested.
- Track project changes and maintain a current project budget.
- Monitor construction progress and identify potential deficiencies, delays, and risks.
- Coordinate communication among the District, architect/engineer, contractor, and other project participants.
- Assist in resolving project issues and disputes.
- Provide regular written project-status reports to the District.
- Monitor compliance with project requirements and contract documents.
- Conduct or coordinate periodic site observations as appropriate.
- Assist with maintaining project documentation and records.

The Owner's Representative will not direct the means, methods, techniques, sequences, or procedures of construction and will not assume the contractor's contractual responsibilities.

E. Budget and Cost Management

The selected firm will assist the District in maintaining financial control of the project, including:

- Maintaining a current project budget.
- Tracking construction contract amounts and approved changes.
- Monitoring contingency usage.
- Reviewing proposed change orders.
- Identifying potential cost overruns.
- Reviewing contractor payment applications.
- Providing forecasts of anticipated project costs.
- Reporting budget status to District management and the Board.

F. Schedule Management

The selected firm will:

- Review and monitor the overall project schedule.
- Monitor design and construction milestones.
- Identify potential schedule delays.
- Review contractor schedule updates.
- Evaluate the potential cost and operational impacts of delays.
- Assist the District in developing strategies to mitigate delays.

G. District and Board Reporting

The selected firm should be prepared to provide regular reports to District management and, when requested, the Board of Fire Commissioners.

Reports may include:

- Overall project status;
- Budget status;
- Schedule status;
- Change-order activity;
- Project risks;
- Outstanding decisions;
- Contractor performance concerns;
- Upcoming milestones; and
- Recommended District actions.

H. Project Closeout

- Assist with punch-list development and completion.
- Monitor completion of outstanding work.
- Assist with review of final payment documentation.
- Assist with collection and organization of closeout documents.
- Coordinate receipt of warranties, manuals, as-built documents, and other required documentation.
- Assist with final project acceptance.
- Assist with warranty tracking and administration.

4. DISTRICT'S EXPECTATIONS

The District is seeking a firm that will act as an independent advocate for the District's interests. The selected firm is expected to proactively identify problems before they become significant issues and provide the District with clear recommendations regarding cost, schedule, quality, risk, and project decisions.

The District is particularly interested in firms that demonstrate the ability to:

- Manage complex construction projects;
- Work effectively with architects and contractors;
- Manage projects in occupied facilities;
- Control costs and schedules;
- Evaluate and negotiate change orders;
- Identify construction and contractual risks;
- Communicate effectively with elected officials and public-sector management;
- Maintain thorough project documentation; and
- Provide practical recommendations rather than simply report problems.
- Demonstrate knowledge of Washington State public works procurement and Alternative Public Works delivery methods.

5. MINIMUM QUALIFICATIONS

The District will consider firms demonstrating the following qualifications:

- A. Minimum of five years of experience providing construction project-management, owner's representative, or comparable services.
- B. Demonstrated experience managing public-sector construction projects.
- C. Demonstrated experience managing projects of comparable size and complexity.
- D. Experience with renovation, remodel, addition, or construction projects involving occupied facilities.
- E. Experience coordinating architects, engineers, contractors, and other consultants.
- F. Demonstrated experience with project budget and schedule management.
- G. Demonstrated experience evaluating and managing change orders.
- H. Demonstrated ability to prepare clear written project reports.
- I. Appropriate business registration, licenses, insurance, and other qualifications required by law.
- J. Demonstrated knowledge of Washington State public works procurement requirements and project delivery methods.

Experience with fire stations, emergency-services facilities, public safety facilities, or other mission-critical facilities is strongly preferred.

Experience with Washington State Alternative Public Works delivery methods, including Design-Build, Progressive Design-Build, General Contractor/Construction Manager (GC/CM), or Job Order Contracting (JOC), is strongly preferred.

6. PROPOSAL REQUIREMENTS

Interested firms should provide the following information:

A. Firm Information

- Legal name and business address.
- Primary contact.
- Washington State UBI number.
- Years in business.
- Organizational structure.
- Office location(s) that will support the project.

B. Firm Qualifications

Describe the firm's experience providing owner's representative and construction project-management services.

Include particular experience with:

- Fire stations;
- Public safety facilities;
- Municipal projects;
- Remodels/additions;
- Occupied facilities;
- Projects of comparable size and complexity.
- Washington State public works projects.

Describe the firm's experience working with public agencies and its familiarity with Washington State public works procurement requirements.

C. Project Team

Identify the individuals who will be assigned to the District's project.

For each proposed team member, provide:

- Name;
- Position;
- Role on the project;
- Years of experience;
- Relevant certifications;
- Relevant project experience; and
- Availability for the project.

The District places significant importance on the qualifications and experience of the actual individuals proposed to perform the work.

D. . Relevant Project Experience

Provide a minimum of three and preferably five relevant projects completed or substantially completed within the past ten years.

For each project include:

- Project name;
- Owner;
- Location;
- Project type;
- Original estimated construction cost;
- Final construction cost;
- Project delivery method;
- Services provided by the firm;
- Project completion date; and
- Reference contact information.

At least two references should be for projects comparable in complexity to the District's project.

E. Alternative Public Works Experience

Identify projects within the past ten years where the firm provided owner's representative, construction management, project management, or similar services for a public agency utilizing an Alternative Public Works delivery method.

For each applicable project, identify:

- Public agency/owner;
- Project name and location;
- Project type;
- Project delivery method;
- Whether the project was subject to Chapter 39.10 RCW;
- Construction value;
- Firm's role and specific services provided;
- Name and role of the proposed project manager, if applicable;
- Project completion date;
- Significant challenges encountered;
- How the firm assisted the owner in addressing those challenges; and
- Owner reference and contact information.

F. Project Approach

Describe the firm's proposed approach to managing this project.

Address:

- Project organization;
- Communication with District staff;
- Communication with the architect/engineer;
- Contractor coordination;
- Budget control;
- Schedule control;
- Change-order management;
- Risk management;
- Construction oversight;
- Documentation;
- Board reporting; and
- Project closeout.

Identify any anticipated challenges associated with remodeling or expanding an existing fire station and explain how the firm would address those challenges.

G. Availability

Describe the firm's anticipated availability during the project and identify any other major projects that could affect the availability of the proposed project team.

H. Fees

Provide the firm's proposed fee structure, including:

- Hourly rates by position;
- Anticipated reimbursable expenses;
- Proposed monthly or phase-based fees, if applicable;
- Estimated total fee;

- Estimated hours by project phase; and
- Any assumptions or exclusions.

The District may negotiate the final scope and fee with the highest-ranked firm.

7. EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

Evaluation Category	Weight
Relevant firm experience	20%
Qualifications and experience of proposed project team	25%
Fire station/public safety/occupied facility experience	15%
Washington State Public Works and Alternative Public Work Experience	10%
Project approach and understanding of District needs	15%
Budget, schedule, and change-order management	10%
Fee and cost proposal	5%
Total	100%

8. SELECTION PROCESS

The District intends to use the following process:

- Solicit proposals from qualified firms through the MRSC Consultant Services Roster and potentially other sources.
- Review submitted proposals for responsiveness and minimum qualifications.
- Evaluate and score proposals using the criteria identified in this solicitation.
- Interview or request presentations from selected finalists, if determined appropriate by the District.
- Rank the firms.
- Select the highest-ranked firm.
- Negotiate final scope, schedule, and compensation.
- If the District and selected firm cannot reach an agreement, the District may terminate negotiations and negotiate with the next highest-ranked firm.
- Present the recommended agreement for approval in accordance with District policy and delegated authority.

The District reserves the right to reject any or all proposals, waive minor informalities, request clarification, request additional information, conduct interviews, modify the selection process as permitted by law, or cancel the solicitation if doing so is determined to be in the District's best interest.

9. CONTRACT TERM/CONTRACT FORM

The anticipated contract term will begin upon execution of the agreement and continue through project closeout, subject to the availability of funding and successful performance.

The District anticipates that services may be authorized by project phase and/or through a not-to-exceed contract amount. The selected firm will be expected to enter into a contract substantially in the form attached as Exhibit A.

10. CONFLICT OF INTEREST AND INDEPENDENCE

The selected firm must disclose any actual, potential, or perceived conflict of interest.

The Owner's Representative must maintain independence from the construction contractor and shall not have a financial interest in the contractor or subcontractors that could impair the firm's ability to independently represent the District.

The firm shall disclose any current or anticipated relationship with the architect/engineer, contractor, subcontractors, suppliers, or other project participants.

11. PUBLIC RECORDS

All submittals are subject to the Washington State Public Records Act, Chapter 42.56 RCW.

Any information in any submittals that the a firm desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. If the District receives a public record request for any information that a firm has designated as proprietary, the District's sole obligation will be to notify the firm that a request has been received and that the District will release such information within ten business days of notifying the firm unless proposer obtains a court order enjoining disclosure under RCW 42.56.540.

12. QUESTIONS AND CLARIFICATIONS

All questions regarding this solicitation shall be submitted to:

Nichole Sawyers

Administrative Director

nsawyers@poulsbofire.org

360-697-8293

Questions and responses may be distributed to all participating firms to ensure a fair and consistent procurement process.

13. ANTICIPATED SCHEDULE

Activity	Date
Solicitation issued	[9/1/2026]
Questions due	[9/21/2026]
Responses to questions	[9/25/2026]
Proposals due	[9/30/2026]
Evaluation	[10/2/2026]
Interviews, if required	[10/8/2026-10/09/2026]
Notice of intended selection	[10/14/2026]
Contract negotiations	10/19/2026]
Board approval	[10/28/2026]
Anticipated contract execution	[11/2/2026]

14. Costs.

The District shall not be responsible for any costs incurred by a firm in preparing, submitting or presenting its response to the RFQ.

15. RESERVATION OF RIGHTS

The District reserves the right to modify the anticipated scope, schedule, project delivery method, project budget, or other project conditions as necessary to meet the District's needs.

Participation in this solicitation does not create a right to a contract, reimbursement of proposal preparation costs, or any other obligation on the part of the District.

The District may select the firm determined to provide the best overall value and qualifications for the District's needs, subject to applicable law and District procurement policies.

EXHIBIT A – PROJECT MANAGER AGREEMENT

PROJECT MANAGER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into between Poulsbo Fire Department, a Washington Municipal Corporation (“District”) and [REDACTED], [REDACTED] (“Project Manager”).

1. Scope of Work. The District retains Project Manager to perform the Services designated in **EXHIBIT 1** “the Services” together with such other services as requested by the District. All services provided shall be performed at the direction of the District Board of Commissioners and the District Fire Chief or assigned designee Project Manager agrees to use competent and experienced personnel to provide the services necessary to complete the Services in accordance with the agreed project schedule and in a competent and professional manner and to furnish or procure the use of incidental services, equipment, and facilities as necessary for the completion of the Services. The District reserves the right to approve the primary personnel designated by Project Manager to perform services under this Agreement. This Agreement is not intended to create a relationship in which the District contracts exclusively with Project Manager for similar or related services or in which the Project Manager serves the District as its sole client. The District reserves the right to use the services of other Project Managers for both general and specific projects at District’s sole discretion.
2. Term. This Agreement shall be for a [REDACTED] term, commencing from [REDACTED], 20__, and shall terminate on [REDACTED], 20__. Either party may terminate this Agreement at any time upon twenty (20) days written notice to the other party. District may terminate this Agreement immediately for any material breach by the Project Manager. Upon termination Project Manager shall be compensated for Services rendered prior to the date of termination.
3. Payment. Payment for the Services referenced on **EXHIBIT A** shall be made as follows:
 - 3.1. Cost of Services. The total cost for all services, personnel, materials, supplies, and equipment used in performing the Services shall be as set forth on **EXHIBIT XX** but shall not exceed \$ [REDACTED]. In the event Project Manager either performs or proposes to perform services or incur expenses to which it believes it should be entitled to compensation in excess of the stated limit either for the total or for one or more itemized tasks, the District shall not be obligated to pay for such services or expenses unless the excess compensation has been negotiated and agreed to in writing between the parties prior to the performance of the services or incurring of the expenses.
 - 3.2. Billing Procedures. The Project Manager shall submit invoices for services rendered to the District for approval and payment on a monthly basis. Payment shall be made within 30 days of receipt of the invoice following verification and approval of the invoice by the District. Project Manager shall submit complete documentation for the invoices in a form acceptable to the District.

3.3. Full Payment. Payment provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

3.4. Partial Payment. If any Services covered by this Agreement are suspended or abandoned by District, the Project Manager shall be paid for services performed prior to the date that written notification of abandonment is provided to Project Manager; provided, however, such payment shall only be owing if Project Manager performed such services in a professional and non-negligent manner consistent with the terms of this Agreement.

4. Intellectual Property.

4.1. Any records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Project Manager in connection with the services provided hereunder shall be the property of the District whether the project for which they were created is executed or not. No confidential information obtained or created by Project Manager shall be disclosed to any person or party other than the District without the District's prior written consent.

5. Indemnification. Project Manager shall defend, indemnify and hold 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 resulting from the acts, errors or omissions of the Project Manager in performance of this Agreement, except for injuries and damages caused by the sole negligence of District.

However, 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 Project Manager and the District, its officers, officials, employees, and volunteers, the Project Manager's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Project Manager's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Project Manager'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. The provisions of this section shall survive the expiration or termination of this Agreement.

6. Insurance.

6.1. Insurance Term. The Project Manager shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Project Manager, its agents, representatives, or employees.

6.2. No Limitation. The Project Manager's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Project Manager to the

coverage provided by such insurance or otherwise limit the District's recourse to any remedy available at law or in equity.

6.3. Minimum Scope of Insurance. The Project Manager shall obtain insurance of the types and coverage described below:

- 6.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- 6.3.2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. District shall be named as an additional insured under the Project Manager's Commercial General Liability insurance policy with respect to the work performed for District using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
- 6.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 6.3.4. Professional Liability insurance appropriate to the Project Manager's profession.

6.4. Minimum Amounts of Insurance. The Project Manager shall maintain the following insurance limits:

- 6.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 6.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- 6.4.3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

6.5. Other Insurance Provisions. The Project Manager'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 District. Any insurance, self-insurance, or self-insured pool coverage maintained by District shall be excess of the Project Manager's insurance and shall not contribute with it.

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

6.7. Verification of Coverage. The Project Manager shall furnish 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 Agreement before commencement of the work.

- 6.8. Notice of Cancellation. The Project Manager shall provide District with written notice of any policy cancellation within two business days of their receipt of such notice.
- 6.9. Failure to Maintain Insurance. Failure on the part of the Project Manager to maintain the insurance as required shall constitute a material breach of contract, upon which District may, after giving five business days notice to the Project Manager to correct the breach, immediately terminate the Agreement 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 District on demand, or at the sole discretion of District, offset against funds due the Project Manager from District.
- 6.10. District Full Availability of Project Manager Limits. If the Project Manager maintains higher insurance limits than the minimums shown above, District shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Project Manager, irrespective of whether such limits maintained by the Project Manager are greater than those required by this Agreement or whether any certificate of insurance furnished to District evidences limits of liability lower than those maintained by the Project Manager.
7. Conflicts of Interest. Project Manager agrees not to perform similar services, including the design of sewer facilities, for private parties on projects within the District if the performance of such services conflict in any way with the Project Manager's performance of the Services for the District.
8. Warranty. Project Manager agrees and warrants that the Services shall be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and same or similar locality. When the findings and recommendations of Project Manager are based upon information supplied by District and others, Project Manager is entitled to rely on such information.
9. Independent Contractor. The Project Manager and the District agree the Project Manager is an independent contractor with respect to the Services. Nothing in this Agreement shall be considered to create the relationship of employer or employee between the parties hereto. Neither the Project Manager nor any employee of the Project Manager shall be entitled to any benefits accorded to District employees by virtue of the Services provided under this Agreement. The District shall not be responsible for withholding or otherwise deducting federal income tax or social security, or for contributing to the State Industrial Insurance program, or for otherwise assuming the duties of an employer with respect to the Project Manager or any employee of the Project Manager.

10. Dispute Resolution.

- 10.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 10.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Kitsap County Superior Court, Kitsap County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party in the arbitration, shall be entitled to its reasonable attorney fees and costs including expert witness fees.
- 10.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Kitsap County Superior Court. The court shall determine all questions of law and fact without empaneling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.
- 10.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

11. Miscellaneous.

- 11.1. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 11.2. Entire Agreement. This Agreement, and its attachments, contains the entire understanding between District and Project Manager relating to the Services. Any prior

or contemporaneous agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications or amendments to this Agreement shall be in writing and shall be signed by the parties to this Agreement. Services to be performed by Project Manager for District that are outside the scope of Services under this Agreement shall be performed pursuant to separately negotiated written agreements.

- 11.3. Non-Waiver. Waiver or forbearance by the District of any provision of the Agreement or any time limitation provided for in this Agreement shall be limited to the single instance of waiver or forbearance and shall not constitute an agreement by the District to waive or forbear in the future with respect to similar instances, nor shall any such waiver or forbearance constitute a waiver or forbearance with respect to any other provision of this Agreement.
- 11.4. Savings Clause. If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall continue in full force and effect, and no provisions shall be deemed to depend upon any other provision unless so expressed herein.
- 11.5. Responsibility for Others. Project Manager shall be responsible to District for Project Manager Services and the services of Project Manager subcontractors. Project Manager shall not be responsible for the acts or omissions of other parties engaged by District nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.
- 11.6. Project Manager's Work and Risk. The Project Manager agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Project Manager's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those services. All work shall be done at Project Manager's own risk, and Project Manager shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 11.7. Consequential Damages. Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
- 11.8. Assignment of Contract/Subcontractors. Project Manager shall not assign this contract or assign or subcontract all or any portion of the work of any Services without prior District approval.

Poulsbo Fire Department By: _____ <i>(signature)</i> Print Name: _____ Title: _____ DATE: _____	Project Manager By: _____ <i>(signature)</i> Print Name: _____ Title: _____ DATE: _____
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NOTICES TO BE SENT TO: Poulsbo Fire Department: 	NOTICES TO BE SENT TO:
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EXHIBIT 1 – SCOPE OF WORK