



Fire Department
525 N Third Avenue
Pasco, WA 99301
Phone 509.544.3080

REQUEST FOR QUALIFICATIONS FIRE STATION DESIGN SERVICES 2021-2022

RESPONSE DUE: January 20, 2021 at 2:00pm

January 2021

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1 Information and Instructions

1.1 Invitation to Propose

The City of Pasco, Washington (City) Fire Department is soliciting Statements of Qualifications (SOQ) to provide design services for design and bid documents for the construction of future Pasco Fire Department Stations for 2021 through 2022. Specifically, the design services related to this RFQ are to implement the current design from Station 83 Schematic Design. The objective of this Request for Qualifications (RFQ) is to provide sufficient information to enable qualified Consultants to submit a written SOQ that demonstrates recent experience in design involving fire stations.

Future funding for the actual construction of additional stations is unsecured at this time.

The City of Pasco, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, color, national origin, or sex in consideration for an award.

Submitting Consultants deemed most qualified to undertake the services required under this RFQ may be invited to provide a presentation to the City of Pasco interview team.

1.2 Intent of the City

The objective of this RFQ is to provide sufficient information to enable qualified Consultants to submit a written Statement of Qualifications that demonstrates recent experience in designing fire stations.

The anticipated timeframe to begin construction of this project is currently undetermined at this time but is anticipated to be in the 1st ¼ of 2022 for at least one station. The current total CIP project estimate (includes CIP design and construction, other CIP costs, and the City's contributions) is \$6 million; the estimate provided herein is to show the rough order of magnitude for this project.

This RFQ is not a contractual offer, nor is it a commitment to purchase services. Contents of this RFQ and the Consultant's submittal will be used as the basis to determine final contractual obligations. It is understood that this RFQ and the successful Consultant's submittal may be attached or included by reference, in part or in whole, to any agreement regarding the services included in this RFQ between the City and said Consultant.

1.3 Submittal

For the safety and wellbeing of the City, during the pandemic, we are only accepting submissions via email.

Email submissions to the City Clerk:

cityclerk@pasco-wa.gov

Subject line: REQUEST FOR QUALIFICATIONS: FIRE STATION DESIGN SERVICES 2021-2022

1.4 Late Submittals and Modifications

Submittals and modifications thereof received after the stated time of closing may be returned unopened. The City is not responsible for late deliveries. Time of closing will be determined per the Pacific Time Clock at <http://www.time.gov/>.

1.5 Withdrawal of Submittals

Submittals may be withdrawn by written request up to one (1) hour after the stated time of closing, as mentioned above. Determination of the one-hour grace period shall be calculated based on the same reference as identified in Section 1.4.

1.6 Conditions Affecting the Work

Before submitting a Statement of Qualifications, each submitting Consultant is advised to:

- A. Examine this RFQ document thoroughly.
- B. Review and be familiar with this project.
- C. Familiarize himself/herself with federal, state, and local laws, ordinances, rules, and regulations that may – in any manner – affect the cost, progress, or performance of the work.
- D. Study and carefully correlate said Consultant's observations with the RFQ response.

Failure to do so will not relieve any Consultant from any contractual obligations of the work described herein.

1.7 Explanations for Submitting Consultants

There are ten (10) pages in this RFQ, including the cover sheet and table of contents; each is sequentially numbered in the bottom right corner of the page (Pages 1 through 10, and A-1 through A-7). It is the responsibility of the submitting Consultant to ensure that all pages are included. If any pages are missing, the Consultant should immediately request a copy of the missing page(s) by emailing the request to the City Representatives listed in Section 1.8. Please write "FIRE STATION DESIGN SERVICES 2021-2022" in the subject line. It is the responsibility

of the Consultant to procure missing pages; submittals based on incomplete information will not be granted exception for any faults deriving thereof.

Any explanation desired by a submitting Consultant regarding the meaning or interpretation of the RFQ, or any part thereof, must be requested in writing (via email) and directed to all City Representatives listed in Section 1.8, no less than 72 hours prior to the time that submittals are due. Any interpretation made will be in the form of an addendum to the RFQ, issued by the City and will be posted to the City Website – <http://www.pasco-wa.gov/Bids.aspx> . It is the sole responsibility of the Consultant to obtain any RFQ updates or addenda.

1.8 City Representatives

Bob Gear – Fire Chief
City of Pasco
525 N 3rd Avenue
Pasco, WA 99301
gearb@pasco-wa.gov

Samantha McCanse, Procurement Specialist
City of Pasco
525 N 3rd Avenue
Pasco, WA 99301
mccanses@pasco-wa.gov

1.9 Form of Submittals

To assist in the evaluation process, submittals shall conform to the following:

- 1) The submittal shall be limited to a maximum of 10 numbered pages (5 double-sided pages).
- 2) All pages will be counted towards the page total, except for the front cover, back cover, tab pages, resumes, references, and the cover letter. The cover letter shall be limited to a maximum of 1 double-sided page.
- 3) All pages shall be printed on 8½" x 11" size paper and shall be printed double-sided.
- 4) Font shall be "Arial" no smaller than "10 point". Use of an alternate font or a size smaller than 10-point will result in a 50% score reduction. The body of this RFQ is written in "Arial 10-point" as example.
- 5) Margins on all edges should be a minimum of 0.75-inches.

1.10 Basis for Selection

A. General

The selection will be based on demonstrated experience and qualifications from similar projects. For the purpose of this RFQ, "similar projects" shall mean design and design implementation of similar buildings. The Consultant shall demonstrate the ability to implement design of buildings similar to the Station 83 Schematic Design. The Consultant must also demonstrate the ability to work closely with City staff to ensure a successful completion of the project.

B. Selection Committee

The Selection Committee will be made up of three (3) or more City selected individuals and may include the City Representatives listed in Section 1.8 of this RFQ.

C. Ranking:

- 1) Submittals will be ranked based on the following categories:
 - a. Project Understanding and Approach
 - b. Project Team Experience and Qualifications
 - Qualifications of Proposed Project Manager and Expertise of Firm
 - c. Project Management History and Plan
 - Past performance/references
 - d. Cost Estimating and Cost Control History
 - Ability to effectively manage contractors
 - e. Understanding of federal, state and local process requirements
 - f. Presentation, Organization and Clarity of Response to Request for Qualification Submittal
- 2) Should the City elect to conduct an interview for shortlisted candidates, interviews will be judged based on:
 - a. Project Team Presentation and Organization
 - b. Project Management, Teamwork, and Communication
 - c. Demonstration of project understanding and project approach
 - d. Questions and Answers
- 3) Final Selection:
 - a. The Consultant judged to be the most qualified based on all of the information presented and evaluated will be selected
 - b. The selected Consultant shall be notified in writing. No other method shall be considered to be official notification of selection by the City
 - c. The selection of the committee shall be final

The City reserves the right to make a selection based solely on the information contained in the written submittal. The City further reserves the right to either interview selected Consultants or request additional information to help in determining the most qualified Consultant. The City may make a selection based on any combination of written or interview evaluations.

The City reserves the right to reject any or all of the submittals. If the City elects to select one of the submitting Consultants, the City will have the right to negotiate with said submitting Consultant over the final terms and conditions of the contract in the best interest of the City. The primary objective of the negotiations is to maximize the City's ability to obtain the best value, based on the requirements and evaluations relating to this RFQ. If an agreement cannot be reached, the negotiations will be terminated and similar negotiations will occur with the second-ranked submitting Consultant.

1.11 Professional Services Agreement

The successful Consultant will be required to sign the City's Professional Services Agreement, a copy of which is enclosed to this RFQ in Appendix A. Please write "**FIRE STATION DESIGN SERVICES 2021-2022**" in the subject line for all emails and correspondence related to this project. All submitting Consultants are directed to carefully review the Professional Services Agreement before preparing their submittal, as the successful Consultant will not be able to significantly modify the wording of the City's Professional Services Agreement. The successful Consultant's refusal to sign the City's Professional Services Agreement will render their submission nonresponsive, all dialogues will be immediately terminated, and negotiations will begin with the second ranked submitting Consultant.

2 Scope of Work

2.1 Background

Due to its rapid and continued growth, The City of Pasco has the need to build an additional fire stations.

2.2 Purpose

This RFQ will be issued for the purpose of soliciting qualified Consultants to provide design services for design and bid documents for the construction of future Pasco Fire Department Stations. Specifically, the design services related to this RFQ are to implement the current design from Station 83 Schematic Design which will be incorporated in Addendum 001. The selected Consultant shall be responsible for performing all tasks necessary to complete the work, and all other efforts described herein.

2.3 Scope Description

The selected firm will provide a detailed design implementation plan and prepare contract bid documents for the requested improvements. This initial contract, at the City's discretion, may be amended or expanded to continue beyond the cost modeling, design concept phase and construction documents, to include construction administration or other required services to complete the project. In this event, the selected firm will be required to possess the proper and applicable professional registrations for design in the State of Washington.

2.4 City Responsibilities

City staff will assist the selected Consultant where possible, but said Consultant should anticipate and be prepared to be completely self-reliant in accomplishing the tasks associated with this RFQ. The City will provide, when available, project information and any other associated project documents, as well as base information (such as original survey, base map with existing utility data, City Standards, etc.).

3 Requirements and Qualifications

3.1 Submittal Requirements

Formatting of the submittal shall be as set forth in Section 1.9 of this RFQ. In addition to these formatting requirements, per Section 4.1 the following items, at a minimum, shall be included in the submittal:

- A. Project Understanding & Approach:
 - 1) Provide a statement of project understanding which shall cover but not be limited to:
 - a. Understanding of need of the project.
 - b. Project challenges, pitfalls, and issues.
 - c. Level of commitment the Consultant believes is necessary for this project.
 - 2) Provide a description of the Consultant's ability to develop creative solutions utilizing previous projects that had similar challenges, pitfalls, and issues as an example.
- B. Project Team Experience & Qualifications
 - 1) Qualifications of the proposed project team members on projects of similar size and complexity. Submitted resumes shall not exceed one page in length per team member. Resumes are not counted in the overall page total. DO NOT submit resumes for employees who will not actively work on this project.
 - 2) Demonstration of working knowledge in the design services for fire stations.
 - 3) Project History Matrix:
 - a. List of completed projects of similar size and complexity within the last 5 years. Dates for each project shall be clearly indicated.
 - b. Include the proposed project team member's roles in these projects.
 - c. Client name and phone number.
 - 4) Include a listing of proposed sub-consultants with their portion of the work identified and a demonstration of the appropriate sub-consultant qualifications. Provide sub-consultant references with phone numbers.
 - 5) References: Provide names and phone numbers of a minimum of three references. References should have direct experience with the Project Manager and other proposed key team members on projects of similar complexity and size. The references are not included in the sheet count for the submittal.
 - 6) Project Management: Provide documentation of effective project management techniques, project cost control and scheduling tools, and project communications on completed projects of similar nature and scope.

3.2 Consultant Qualifications

The required minimum qualifications for submitting Consultants are as follows:

- A. Staff shown in the organization chart should currently possess all applicable certifications and licensing from the State of Washington required to complete the project.
- B. Knowledge of all applicable Federal, State, and local regulations and standards.
- C. Minimum of 5 years' experience in providing design services on similar projects.

4 Consultant Selection Procedures

4.1 Evaluation Criteria

- A. Submittals received by the City of Pasco will be reviewed by the Selection Committee, and will be evaluated based upon criteria including, but not limited to, the following:

CATEGORY	Points
PROJECT UNDERSTANDING & APPROACH a. Consultant's Statement of Qualifications (SOQ) indicates a clear understanding of the project, and provides the following information: <ul style="list-style-type: none"> Perspective of the project's biggest challenges. Approach and methods of practice they intend to utilize. If alternative solutions/methods to the approved City plans are proposed, please provide information on how this alternative approach would benefit the City. Insight, historic knowledge, or previous efforts performed on this specific project. Capacity to recognize "project specific" issues and develop creative solutions to address them. Provide examples of challenges and resulting solutions from previous projects. 	25
PROJECT TEAM EXPERIENCE & QUALIFICATIONS a. Consultant's SOQ provides specific management experience and their value of effective safety, quality, leadership, communication, team building, and other human resource skills that are necessary for any successful project team. Consultant should identify the key personnel and highlight roles and responsibilities of team members involved in producing deliverables and day-to-day activities. <ul style="list-style-type: none"> <i>At a minimum, a Project History Matrix, level of commitment (including availability w/ current and upcoming projects), and team member resumes (including sub-consultants) should be identified when highlighting the involvement of the team individually and as a whole.</i> b. Consultant's SOQ provides proven experience in competency area with project examples over the last 5 years. This includes a track record of projects managed and current projects (if any). Include their magnitude, size, and complexity. Provide independent references (i.e. contact names, email, telephone number, etc.). NOTE: Do not use City selected members as references. <ul style="list-style-type: none"> <i>For project examples, discuss the planned and actual timeline; if a project timeline is extensive, provide reasoning for its duration. NOTE: Years of experience do not necessarily always imply a good competency rating. Provide lessons learned, positive and adverse experiences, and conflict resolution.</i> c. Consultant's SOQ identifies team members who will maintain responsibility of applying accepted/standard project management tools used for project scope, schedule, and cost management. Provide insight to Consultant's current work processes used and their success. Consultant should also provide examples of schedule and cost performance and how their techniques will benefit the City.	25 20 20
PRESENTATION, ORGANIZATION AND CLARITY OF RFQ SUBMITTAL a. The organization of the SOQ submittal and the manner in which information is presented in the submittal will be evaluated as an indication of the Consultant's ability to assemble clear and concise documents and to present the project to the City. NOTE: SOQs should be written for a General Public and Engineering audience; please do not attempt to address/influence a specific audience-member(s).	10
TOTAL	100

4.2 Interview Criteria

Should the City elect to conduct interviews with short-listed candidates, Consultants should plan for the following:

- 1) Interview format (if used):
 - a. 20-minute presentation
 - b. 30 minutes for questions and answers
 - c. The proposed Project Manager shall lead the presentation (Consultant).
 - d. Presentation team shall have a maximum of three (3) people.
 - e. The City may elect to conduct a phone interview without the requirement of a presentation
- 2) Presentation: The objective of the interview will be to clearly demonstrate the Consultant's qualifications to complete the project to the satisfaction of the City. The presentation shall be brief and concise and shall include but shall not be limited to:
 - a. A demonstration of project understanding, objectives, and challenges.
 - b. A presentation of how the team proposes to manage this project and successfully keep the project on schedule and within budget.
 - c. A description of how the Project Manager and the team propose to work and communicate with the City and the public throughout the project.
 - d. Following a review of the submittals, the City may establish specific requirements and content for the interview to further aid in the determination of the Consultant's qualifications.
 - e. Questions: The selection team may prepare a list of standard questions for the interview. Additional questions may be developed based on the Consultant's Statement of Qualifications to clarify information submitted.

The City will then negotiate a specific scope of services, fees, and schedule with the selected Consultant. If an agreement cannot be reached with the first selected Consultant, the City will terminate negotiations with said Consultant and open negotiations with the second ranked Consultant. The compensation discussed with one Consultant is confidential and will not be discussed or disclosed with others.

APPENDIX B: PROFESSIONAL SERVICES AGREEMENT

{PROJECT NAME}

Agreement No. XXXXX

THIS AGREEMENT is made and entered into between the City of Pasco, a Washington Municipal Corporation, hereinafter referred to as "City", and **{CONSULTANT}**, hereinafter referred to as "Consultant," on the _____ day of _____, 2021.

RECITALS

WHEREAS, the City desires to have certain services and/or tasks performed as set forth below requiring specialized skills, training, equipment, and other supportive capabilities; and

WHEREAS, the Consultant represents that it is qualified and possesses sufficient skills, experience, equipment, and necessary capabilities, including: technical and professional expertise, when required, to perform the services and/or tasks as set forth in this Agreement upon which the City is relying.

NOW, THEREFORE, in consideration of the mutual covenants, and performances contained herein, the parties agree as follows:

1. **Scope of Services.** The Consultant shall perform such services and accomplish such tasks, including the furnishing of all labor, materials, facilities and equipment necessary for full performance thereof, as identified and designated as Consultant's Responsibilities throughout this Agreement, and as more particularly described in Scope of Work detailed in Exhibit A, attached hereto and incorporated herein (the "Project").
2. **Term.** This Project shall begin on the execution date listed above and promptly be completed by **XXXXXX**.
3. **Compensation and Payment.**
 - 3.1 Payment for services provided hereunder shall be made following the performance of such services. Such payment shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the Project.
 - 3.2 No payment shall be made for any services rendered by the Consultant except for services identified and set forth in this Agreement except as may be authorized by a written supplemental agreement approved by the City.
 - 3.3 The City shall pay the Consultant for work performed under this Agreement upon timely submitted invoices detailing work performed and expenses for which reimbursement is sought. The City shall approve all invoices before payment is issued. Payment shall occur within thirty (30) days of receipt and approval of an invoice.
 - 3.4 The City shall pay the Consultant for all work performed and expenses incurred under this Agreement, as follows.
 - ☐ Hourly (Single Rate): \$_____ per hour plus actual expenses incurred as provided under this Agreement, but not to exceed a total of \$_____ without prior written authorization by the City; or
 - ☐ Hourly (Multiple Rate): Such rates as identified on Exhibit A, plus actual expenses incurred as provided under this Agreement, but not to exceed a total of \$_____ without the prior written authorization by the City; or
 - ☐ Fixed Sum: A total of \$_____; or
 - ☐ Other: _____
4. **Reports and Inspections.**

- 4.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, studies, surveys, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- 4.2 The Consultant shall, at any time during normal business hours and as often as the City or the Washington State Auditor may reasonably deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City, or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to this Agreement. Consultant shall be provided a copy of such reports.
- 4.3 The Consultant, during the term of this Agreement, shall obtain all permits and registration documents necessary for the performance of its work and for the execution of services at its own expense, and shall maintain its validity. Upon request, the Consultant shall deliver to the City copies of these licenses, registration documents, and permits or proof of their issuance or renewal.
- 4.4 Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit as provided above.
- 4.5 The Consultant shall retain all books, records, documents or other material relevant to this Agreement for three (3) years after its expiration. Consultant agrees that the City, or its designee, shall have full access and right to examine any of said materials at all reasonable times during this period.

5. Ownership and Use of Documents.

- 5.1 All research, tests, surveys, preliminary data, information, drawings and documents made, collected, or prepared by the Consultant for performing the services subject to this Agreement, as well as any final product, collectively referred to as "work product," shall be deemed as the exclusive property of the City, including copyright as secured thereon. Consultant may not use them except in connection with the performance of the services under this Agreement or with the prior written consent of the City. Any prior copyrighted materials owned by the Consultant and utilized in the performance of the services under this Agreement, or embedded in with the materials, products and services provided thereunder, shall remain the property of the Consultant subject to a license granted to the City for their continued use of the products and services provided under this Agreement. Any work product used by the Consultant in the performance of these services which it deems as "confidential," "proprietary," or a "trade secret" shall be conspicuously designated as such.

- 5.3 In the event of Consultant's default, or in the event that this Agreement is terminated prior to its completion, the work product of the Consultant, along with a summary of the services performed to date of default or termination, shall become the property of the City, and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of services provided shall be prepared at no additional cost, if the Agreement is terminated through default by the Consultant. If the Agreement is terminated through convenience by the City, the City agrees to pay Consultant for the preparation of the summary of services provided.

6. Public Records.

- 6.1 Consultant acknowledges that the City is an agency subject to Chapter 42.56 RCW "Public Records Act." All preliminary drafts or notes prepared or gathered by the Consultant, and recommendations of the Consultant are exempt prior to the acceptance by the City or public citation by the City in connection with City action.
- 6.2 If the Consultant becomes a custodian of public records of the City and request for such records is received by the City, the Consultant shall respond to the request by the City for such records within five (5) business days by either providing the records, or by identifying in writing the additional time necessary to provide the records with a description of the reasons why additional time is needed. Such additional time shall not exceed twenty (20) business days unless extraordinary good cause is shown.
- 6.3 In the event the City receives a public records request for protected work product of the Consultant within its possession, the City shall, prior to the release of any protected work product or as a result of a public records request or subpoena, provide Consultant at least ten (10) business days prior written notice of the pending release and to reasonably cooperate with any legal action which may be initiated by the Consultant to enjoin or otherwise prevent such release.

7. Independent Contractor Relationship.

- 7.1 The parties intend that an independent contractor relationship is created by this Agreement. The City is interested primarily in the results to be achieved; subject to the scope of services and the specific requirements of this Agreement, the implementation of services will lie solely with the discretion of the Consultant. No agent, employee, officer or representative of the Consultant shall be deemed to be an employee, agent, officer, or representative of the City for any purpose, and the employees of the Consultant are not entitled to any of the benefits or privileges the City provides for its employees. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, officers, subcontractors or representatives during the performance of this Agreement.
- 7.2 In the performance of the services provided in this Agreement, Consultant is an independent contractor with full authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.
- 7.3 The Consultant shall comply with all State and Federal laws including, but not limited to:
- 7.3.1 The definition requirements of RCW 50.04.140 (Employment Security).
 - 7.3.2 RCW 51.08.195 (Industrial Insurance).
 - 7.3.3 Obtain a City of Pasco business license.
- 7.4 The City may, at its sole discretion, require the Consultant to remove any employee, agent or servant from employment on this Project who, in the City's sole discretion, may be detrimental to the City's interest.

8. Indemnification.

- 8.1 The Consultant shall defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from any and all claims and causes of action, including, but not limited to, actions of law or administrative proceedings for all injuries to persons or damages to property, and all losses, damages, demands, suits, judgments, including attorney fees, arising out of, or as a result of, or in connection with the work performed under this Agreement, and caused or occasioned in whole or in part by reason of errors, negligent acts or omissions of the Consultant or its subcontractors in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City, its officers, employees, agents, and volunteers.
- 8.2 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 injuries or damages to property caused by or resulting from the concurrent negligence of the Consultant, and the City, its officers, employees, agents and volunteers, the Consultant's liability and obligation to defend hereunder shall only be the proportionate extent of the Consultant's negligence.
- 8.3 It is further agreed 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.
- 8.4 No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- 8.5 This indemnification shall include damages, penalties and attorney fees sustained as a result of Consultant's delayed or failed performance of Section 6 above.
- 8.6 This waiver has been mutually negotiated by the parties, and the provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. The Consultant 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 Consultant, its agents, representatives, employees, or subcontractors.

9.1 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

- 9.1.1. 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 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 9.1.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- 9.1.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 9.1.4. Professional Liability insurance appropriate to the Consultant's profession.

9.2 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

- 9.2.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 9.2.2. Commercial General Liability insurance shall be written with limits no less than:
- ☐ \$1,000,000 each occurrence;

- ☐ \$2,000,000 general aggregate; or
- ☐ \$_____ each occurrence; and \$_____ general aggregate

9.2.3. Professional Liability insurance shall be written with limits no less than:

- ☐ \$1,000,000 per claim;
- ☐ \$1,000,000 policy aggregate limit; or
- ☐ \$_____ per claim; and \$_____ per policy aggregate limit

9.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

9.3.1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

9.3.2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

9.5 Verification of Coverage. Consultant shall furnish the City 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.

10. **Nondiscrimination.** In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that applicants are employed, and that employees are treated during employment in the performance of this Agreement without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and Federal laws prohibiting discrimination in employment.

11. **Covenant Against Contingent Fees.** The Consultant warrants that it has not employed nor retained any company, firm, or person, other than a bona fide employee working exclusively for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company, person or firm, other than a bona fide employee working exclusively for the Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement.

12. Assignment and Subcontracting.

- 12.1 The City has awarded this Agreement to the Consultant due to its unique qualifications to perform these services. The Consultant shall not assign (or subcontract other than as specifically identified in Exhibit A) its performance under this Agreement or any portions of this Agreement without the prior written consent of the City, which consent must be sought at least thirty (30) days prior to the date of any proposed assignment.
- 12.2 Any work or services assigned or subcontracted hereunder shall be subject to each provision of this Agreement including Section 6, Public Records; Section 10, Nondiscrimination; proper bidding procedures where applicable; and all local, State and Federal statutes, ordinances and guidelines.
- 12.3 Any technical or professional service subcontract not listed in this Agreement, must have prior written approval by the City.

13. Termination.

- 13.1 Termination for Convenience. Either party may terminate this Agreement for any reason upon giving the other party no less than ten (10) business day's written notice in advance of the effective date of such termination.
- 13.2 Termination for Cause. If the Consultant fails to perform in the manner called for in this Agreement, or if the Consultant fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within five (5) business days of written notice thereof, the City may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid for services and expenses complying with the terms of this Agreement, incurred prior to termination.

14. General Provisions.

- 14.1 For the purpose of this Agreement, time is of the essence.
- 14.2 Notice. Notice provided for in this Agreement shall be sent by:
- 14.2.1. Personal service upon the Project Administrators; or
- 14.2.2. Certified mail to the physical address of the parties, or by electronic transmission to the e-mail addresses designated for the parties below.
- 14.3 The Project Administrator for the purpose of this Agreement shall be:
- 14.3.1. For the City: XXXXXXXXXXXX, Or his/her designee
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
- 14.3.2. For the Consultant: XXXXXXXXXXXX, or his/her designee
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

15. Dispute Resolution.

- 15.1 This Agreement has been and shall be construed as having been made and entered into and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington.
- 15.2 In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the Project Administrators, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other.

- 16. Nonwaiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other similar event or other provision of this Agreement.

- 17. Integration.** This Agreement between the parties consists in its entirety of this document and any exhibits, schedules or attachments. Any modification of this Agreement or change order affecting this Agreement shall be in writing and signed by both parties.

- 18. Authorization.** By signature below, each party warrants that they are authorized and empowered to execute this Agreement binding the City and the Consultant respectively.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF PASCO, WASHINGTON

CONSULTANT

Dave Zabell, City Manager

{Consultant}

ATTEST:

Debra C Barham, City Clerk

APPROVED AS TO FORM:

Kerr Ferguson Law, PLLC, City Attorney