



CITY OF PACIFIC
100 3RD AVENUE SOUTHEAST
PACIFIC, WASHINGTON 98047
CITY HALL (253) 929-1100
FAX (253) 939-6026

City of Pacific
REQUEST FOR PROPOSALS
Civic Center Campus Space Needs Assessment and Phased Master Plan

I. PURPOSE.

The City of Pacific is located approximately 27 miles southeast of Seattle along State Route 167 near the King / Pierce County line. The City is approximately 2.4 square miles in size with a population of approximately 6,800. The City provides a full range of municipal services with 43 full-time equivalent personnel (*Department staffing and classification is included in attached Exhibit A.*) in the following departments: police, parks and recreation, streets & utilities, planning & zoning, engineering and general administrative services. Fire and emergency medical services are provided through the independent Valley Regional Fire Authority.

The City operates from seven main facilities located throughout the City that it is looking to remodel or replace (*A more detailed inventory of the City facilities is included in attached Exhibit B.*):

- City Hall (*100 3rd Ave SE*) – General government operations – Administration, city clerk, community development, court, public works, utilities, etc.
- Community Center (*100 3rd Ave SE*) - Meal and activity programs for youth, after school activities, public meetings, etc.
- Senior Center (*100 3rd Ave SE*) – Meal and activity programs for seniors, etc.
- Public Works Building (*100 3rd Ave SE*) – Field crew offices, equipment storage, etc.
- Public Safety Building (*133 3rd Ave SE*) – Police department and Valley Regional Fire Authority
- Public Works Well Site (*6521 Ellingson Road, Algona*) – Water wells, materials and equipment storage, etc.
- Public Works Site Auxiliary Site (*331 County Line Road SW*) – Water reservoir, materials and equipment storage, etc.

The City's population continues to grow and demand for service by its businesses, residents and other governmental agencies has continued to change and expand over the past several years. The City has been proactive in developing and encouraging collaborative service provision in many areas of its operation. The City, in cooperation with neighboring governing jurisdictions, has created an independent regional fire and emergency medical service agency. This service continues to share space in our Public Safety building but has expressed need for additional space. Critical to the overall planning process is that the plan look at the long term overall needs of the City, not just a specific need in any one department.

It is expected that the Needs Assessment and Master Plan effort will include working with an internal Committee consisting of council member(s) and city staff. There will be some meetings to receive public comments. It is anticipated that this will be a 6-9 month total process.

II. DESCRIPTION OF SERVICES OR SCOPE OF WORK.

The selected design team must provide the following services:

Task 1 – Needs Assessment

Under Task 1 the consultant team will provide:

- A City-wide space and facility usage needs assessment for current and future needs. The project will consist of an evaluation of the space needs of all City administrative and operational facilities. The evaluation will include the square footage requirements for personnel, vehicles, equipment storage, personnel parking, visitor parking and other associated requirements for the daily operations of each department at the present time and the 20 year planning period.
- Analysis of current and future resources needed for optimized facility management.
- Identify opportunities to optimize use of current space
- Provide recommendations describing the expansion of current spaces and/or new facilities.
- A public involvement program that encourages the participation of interested parties as well as the City's boards and commissions.
- A visioning process that will establish major plan objectives, goals, and policies for the preparation of the final master plan.
- The creation of a dedicated and hardened Emergency Operations Center should be considered
- Special space requirements calculated for individual departments, such as holding cell(s), interview/interrogation room, evidence room and weapons storage for the Police Department, permit/plans review center for Planning and Development Services, server room for Information Services, records storage, a flexible, multi-purpose City Council chambers/conference space with modern public address and multimedia technology and emergency power generation for parts or all of City Hall.
- Site-related security considerations for Police Department usages may also be important considerations for the selected site.

Deliverable: Technical memo listing required space needs for current and future staffing levels and criteria for establishment of the needs.

Meetings: Attend at least four public meetings

Due Date: September 30, 2016

Task 2 – Facilities Phased Master Plan.

Under Task 2 the consultant team will evaluate:

- Phasing for building(s) and site facilities.
- An analysis of at least three final site plan alternatives, partnership opportunities, and cost estimates that reflect the approved vision and plan objectives identified through the visioning process narrowing to three final options.
- A feasibility analysis of the project including various implementation strategies utilizing public and private funding.
- Options for meeting parking requirements and shared parking options with surrounding uses.

- Options for public gathering spaces and multi-purpose uses on site and within the existing or future building(s).
- Options to achieve a site and building that is functional, efficient, safe/secure, incorporates quality systems and materials, energy efficient with low operating and maintenance costs.
- Options for "green built" (e.g. LEED Gold), energy efficient and/or low impact development.

Deliverable: Phased Master Plan with space allocations based on future needs developed under Task 1 and project cost estimates.

Meetings: Attend at least four public meetings

Due Date: December 31, 2016

Task 3 –Comprehensive Plan and Capital Facilities Plan Amendments

Under Task 3 the consultant team will assist City staff in preparing amendments to the Comprehensive Plan and Capital Facilities Plan, including a Public Hearing presentation.

Deliverable: Public presentation of Phased Master Plan.

Due Date: March 31, 2017

III. SUBMITTAL REQUIREMENTS.

- A. Submittals must contain no more than 40 pages, double sided, including resumes.

The Submittal shall consist of the following parts:

1. Letter of Interest. The Letter of Interest shall contain the following information:
 - a) RFP Title;
 - b) Consultant's name, mailing address, contact person, telephone and fax numbers; and
 - c) Complete list of proposed subconsultants.
2. Qualifications Statement. The submittal shall include:
 - a) General statement of the understanding of the scope of services.
 - b) An organization chart for the project team including proposed sub-consultants.
 - c) The project team's experience in analyzing and planning existing multi-building Civic Center sites.
 - d) A proposed task list and level of effort for each task.
 - e) Approach to communicating with the City, and residents and businesses throughout the process.
 - f) One copy each of three recent Civic Center Needs Assessments with Phased Master Plans with a copy of project budgets.

The submittal shall be presented in a clear, comprehensive and concise manner and shall be submitted in a complete package by the prime Consultant.

A. Firm (team) Experience:

Project Team:

List each member of the proposed Project Team along with their:

- a. Firm affiliation
- b. Area of specialty
- c. Office location
- d. Total years of experience
- e. Years with current firm
- f. Specific involvement/role in projects used as references

One member of the Project Team must be assigned as the Project Manager that will act as the primary client contact and who shall be involved in day to day management of the Project. All resumes shall be included and limited to a maximum of two pages per team member.

B. Submit five (5) hard copies and one (1) electronic copy with the three sample reports and contracted budget sheet by 2:00 PM, Wednesday, May 18, 2016 to:

City of Pacific - Department of Public Works
100 3rd Avenue SE
Pacific, WA 98047
Attn: James Morgan, City Engineer

The city will not accept faxed or email copies.

IV. EVALUATION AND SELECTION CRITERIA.

The City plans to select a consultant to perform the work described in the RFP to the consultant whose submittal is most advantageous to the City with factors including, but not limited to: the City's evaluation of the consultant's final product in similar municipal needs assessments and master plans, previous client's satisfaction with the final product, proposed timeliness of delivery of the final product, general understanding of the City's needs, as expressed in the consultant's written response to this RFP, evaluation of the costs associated with the various proposals, reference calls and/or recommendations, and any additional criteria deemed appropriate by the City which would lend itself to establishing the consultant's ability to perform the work as outlined in this RFP.

V. SELECTION PROCESS.

A. General Information

1. Compliance with Legal Requirements.

- a) The procurement of these consultant services will be in accordance with applicable City, federal, state and local laws, regulations and procedures. The City reserves the right to reject any and all Submittals received. Any Consultant failing to submit information in accordance

with the procedures set forth herein may not be considered responsive and may therefore be subject to disqualification.

b) In accordance with the provisions of this RFP, the City will evaluate the Submittals. The final selection, if any, will involve negotiation of a contract with the most qualified firm at a price which the City believes to be fair and reasonable to the City.

2. Costs borne by Consultants. All costs incurred in the preparation of a Submittal and participation in this RFP and negotiation process shall be borne by the proposing firms.
3. Public Disclosure. Once in the City's possession, Submittals shall become property of the City and considered public documents under applicable Washington State laws. All documentation that is provided to the City may be subject to disclosure in accordance with Washington State public disclosure laws.

B. Schedule

1. Anticipated Schedule. The selection process is anticipated to proceed as outlined below and is subject to change:

| <u>Date</u> | <u>Selection Process</u> |
|----------------|---|
| April 29, 2016 | Public Announcement of the RFP |
| May 18, 2016 | Submittals Due (2:00 p.m.) |
| May 24, 2016 | Selection of finalists and interviews |
| June 13, 2016 | City Council approval of selected consultant. |

2. Addenda. In the event it becomes necessary to revise any part of the RFP, addenda will be provided via email. It will be the City's only means of communication regarding this project.

C. Negotiations

At the completion of the selection process, the selected Consultant will enter into contract negotiations with the City. Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The negotiated cost and pricing data, once agreed to by the City and the Consultant, shall form the basis for billing and payments.

D. Contract Terms and Conditions

A copy of the draft contract that the selected Consultant will be expected to sign for this project is included as Attachment C. By submitting a proposal, the Consultant represents that it has carefully read the terms and conditions of the contract and agrees to be bound by them.

VII. Terms and Conditions of RFP

- A. The City reserves the right to request clarification of information submitted and request additional information from the consultant.

- B. The City will retain ownership of all documents, plans and prints produced by the consultant.
- C. The contract resulting from acceptance of a proposal by the City shall be in a form supplied by the City. This form is attached as Exhibit C. Modifications may be made by the City to this form contract in order to address the scope of work.
- D. The selected consultant will be required to provide a certificate of insurance conforming to requirements of the City's form contract prior to beginning any work under the contract.

The City of Pacific encourages disadvantaged, minority and women-owned consulting firms to respond.

The City of Pacific, 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, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit a proposal in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Questions may be directed to:

Jim Morgan, City Engineer, Pacific Public Works Department 100 3rd Avenue SE Pacific, WA 98047
(253)-929-1115 jmorgan@ci.pacific.wa.us.

EXHIBIT A
CURRENT STAFFING LEVEL BY DEPARTMENT

Administration

Mayor and 7 Member Council
City Administrator / Finance Director
City Clerk
Lead Finance Technician
Finance Technician II (2)
Office Assistant

Community Development

Community Development Manager
Associate City Planner
Building Official / Code Enforcement Official

Public Works

Public Works Manager
City Engineer
Public Works Coordinator / Water Manager / Stormwater Manager
Public Works Crew Lead
Public Works Crew Maintenance Workers (5)

Court

Court Administrator
Court Clerk

Community Services

Community Services Assistant
Senior Services Bus Driver
Youth Coordinator

Public Safety

Police Chief
Sargent (2)
Detective
Patrol Officers (7)
Corrections Officers (4)
Evidence Technician
Records Specialist

EXHIBIT B
DETAILED FACILITIES INVENTORY

Existing Civic Center Campus

- A. Tax Parcel: 3599600060
 - a. Building 1 – City Hall
 - i. Address: 100 3rd Ave SE
 - ii. Year Built: 1928
 - 1. Stories: 1.5
 - 2. Building Sq. Ft.: 6,433
 - iii. Acres: 2.90
 - iv. Zoning: Public
 - v. Services and Functions: City administration, city clerk, community development, council chambers, municipal court, public works, utility billing, etc.
 - b. Building 2 – Senior Center
 - i. Address: 100 3rd Ave SE
 - ii. Year Built: 1957
 - iii. Stories: 1
 - 1. Building Sq. Ft.: 2,016
 - 2. Acres: 2
 - iv. Zoning: Public
 - v. Services and Functions: Meal programs, senior services, etc.
- B. Tax Parcel: 3621049017
 - a. Building 1 – Community Center
 - i. Address: 102 3rd Ave Se
 - ii. Year Built: 1934
 - iii. Stories: 1
 - iv. Building Sq. Ft.:
 - v. Acres: 0.92
 - vi. Zoning: Public
 - vii. Services and Functions: Summer lunch program, after school activities, pre-school activities, basketball, pickleball, public meetings, etc.
 - b. Building 2 – Public Works
 - i. Address: 102 3rd Ave Se
 - ii. Year Built: 1954
 - iii. Stories: 1
 - iv. Building Sq. Ft.: 2,244
 - v. Acres: 0.92
 - vi. Zoning: Public
 - vii. Services and Functions: Public works offices, maintenance garage, storage
- C. Tax Parcel: 3599600070
 - a. Undeveloped Property
 - i. Address: 126 3rd Ave SE
 - ii. Year Acquired: 2009
 - iii. Stories: 0
 - iv. Building Sq. Ft.: 0

- v. Acres: 0.59
- vi. Zoning: RS6
- vii. Services and Functions: TBD

D. Tax Parcel: 3599600071

- a. Undeveloped Property
 - i. Address: 130 3rd Ave SE
 - ii. Year Acquired: 2010
 - iii. Stories: 0
 - iv. Building Sq. Ft.: 0
 - v. Acres: 0.79
 - vi. Zoning: RS6
 - vii. Services and Functions: TBD

Other Public Facilities

A. Tax Parcel: 3599600060

- a. Police and Fire Station
 - i. Address: 133 3rd Ave SE
 - ii. Year Built: 1979
 - iii. Stories: 2
 - iv. Building Sq. Ft.: 5,660
 - v. Acres: 0.51
 - vi. Zoning: Public
 - vii. Services and Functions: Police, fire, emergency management, etc.

B. Tax Parcel: 3521049079

- a. Public Works Annex
 - i. Address: 331 County Line Rd SW
 - ii. Year Built:
 - 1. Stories: 0
 - 2. Sq. Ft.: 0
 - iii. Acres: 0.71
 - iv. Zoning: Public
 - v. Services and Functions: Water reservoir, booster pump station, equipment and materials storage, regional stormwater facility, etc.

C. Tax Parcel: 3521049078

- a. Public Works Annex (Property optioned for 1st right of refusal purchase)
 - i. Address: N/A
 - ii. Year Built: N/A
 - 1. Stories: 0
 - 2. Sq. Ft.: 0
 - iii. Acres: 0.43
 - iv. Zoning: RS6
 - v. Services and Functions: TBD

D. Tax Parcel: 3521049077

- a. Public Works Annex (Property optioned for purchase - 1st right of refusal)
 - i. Address: N/A
 - ii. Year Built: Undeveloped

- 1. Stories: 0
- 2. Sq. Ft.:
- iii. Acres: 0.21
- iv. Zoning: RS6
- v. Services and Functions: TBD

E. Tax Parcel: 3521049028

- a. Public Works Annex (Property under negotiations)
 - i. Address: 224 County Line Rd
 - ii. Year Built: 1981
 - 1. Stories: 0
 - 2. Sq. Ft.: 2,050
 - iii. Acres: 0.28
 - iv. Zoning: RS6
 - v. Services and Functions: Current use is as a single family residence.

EXHIBIT C
CITY'S FORM CONSULTANT CONTRACT
CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 201____, by and between the City of Pacific, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PACIFIC, WASHINGTON (hereinafter the "CITY")
100 – 3rd Avenue S.E.
Pacific, Washington 98047
Contact: Mayor Leanne Guier Phone: 253-929-1100 Fax: 253-939-6026

and _____ **Name of Consultant** _____, a _____ (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

_____ **Consultant's name** _____ (hereinafter the "CONSULTANT")
_____ **Address** _____
_____ **City, State, Zip** _____
_____ **Contact:** _____ **Phone:** _____ **Fax:** _____

for professional services in connection with the following Project:

_____ **City of Pacific municipal government space and facility usage needs assessment for current and future needs; phased master plan; and assistance with Comprehensive Plan and Capital Facilities Plan amendments.** _____

E. TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

A. Consultant shall perform the services described in the **scope of work in accordance with the Schedule attached to this contract as Exhibit "A."** If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on _____, (“Commencement Date”) and shall terminate on _____ unless extended or terminated in writing as provided herein.

4. **Compensation.**

LUMP SUM. Compensation for these services shall be a Lump Sum of \$ _____, including applicable taxes.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$ _____ including applicable taxes without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “_____”

OTHER. _____

5. **Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. Discrimination and Compliance with Laws

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Pacific business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed

the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials,

tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

13. 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, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. 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: _

1. The Consultant's insurance coverage shall be primary insurance as respect 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.
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.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

III.

E. 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.

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Leanne Guier
Mayor
100 – 3rd Avenue S.E.
Pacific, WA 98047

Phone: 253-929-1100
Fax: 253-939-6026

NAME OF CONSULTANT

Attn: _____

Phone: _____
Fax: _____

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the Mayor or Administrator's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement.

All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF PACIFIC, WASHINGTON

CONSULTANT

By: _____
Leanne Guier
Mayor

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Attest:

By: _____
Amy Stevenson-Ness
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney