



**REQUEST FOR PROPOSALS
FOR
PAVEMENT MANAGEMENT
INSPECTION, CONDITION RATING AND
REPORTING SERVICES**

Issued: June 9, 2015

Proposals must be received at the address below by **5:00 p.m.** on
Friday, June 23, 2015

City of Pacific
Public Works Department
1003rd Avenue S.W.
Pacific, WA 98047

TABLE OF CONTENTS

I. INTRODUCTION AND BACKGROUND	1
II. CONSULTANT QUALIFICATIONS	1
III. SCOPE OF WORK	2
IV. SUBMITTAL REQUIREMENTS	3
V. SELECTION PROCESS AND SCHEDULE	6
VI. SELECTION CRITERIA	7
VII. INQUIRES	7
VIII. SUBMITTAL DEADLINE	7
<i>Appendix A- Proposal Evaluation Form</i>	8
<i>Appendix B- Consultant/Professional Services Agreement</i>	9
<i>Appendix C – City Streets Map</i>	17

CITY OF PACIFIC
REQUEST FOR PROPOSALS
FOR
PAVEMENT MANAGEMENT INSPECTION, CONDITION RATING AND
REPORTING SERVICES

I. INTRODUCTION AND BACKGROUND

The City of Pacific (“the City”) is seeking proposals from qualified professional engineering firms to complete a Pavement Condition Survey (“PCS”). The information developed through the PCS will be used towards developing a pavement management system (“PMS”). The City desires to develop a PMS system that is consistent and uniformly rated by a consultant specializing in this field, and according to industry standards, which will then be used to develop a comprehensive, multi-year program for street maintenance and improvements.

The City of Pacific has a population of 7,034 and is approximately 2.42 square miles with nearly fifty (50) centerline miles of asphalt concrete paved streets. Arterial streets represent 35% (17.5 miles) of the overall street network, collector streets 22% (11.3 miles), residential or local access streets 41% (20.7 miles) and unpaved gravel roads 2% (1 mile).

A high percentage of the City’s paved streets “appear” to be aged beyond their useful lives. This is due to years of deferred maintenance and a lack of a sufficient preventative maintenance program. However, a primary goal of this study is to move the City beyond opinion and provide City leadership with current and accurate pavement condition ratings in order to make fully informed funding decisions related to street maintenance.

II. CONSULTANT QUALIFICATIONS

The Consultant shall identify the project manager, other key individuals and their responsibilities, and provide resumes of these individuals. Include the expected amount of involvement for each consultant team member. Include a listing of current work commitments to other projects or activities in sufficient detail to show that the organization and all of the individuals assigned to the contract will be available to complete the project.

Describe the Consultant firm’s available resources and capability for actually undertaking and performing the work. Any changes in key personnel after the award of the contract must be approved by the City before the change is made. Resumes of key personnel to be assigned to the project should include information on specific projects the individual has been involved with, clearly showing experience relevant to the project. Experience for individuals responsible for evaluating pavement is of high importance and shall demonstrate an understanding of pavement structures, and the ability to rate levels of deterioration in pavement in accordance with ASTM D6433-11 guidelines.

Minimum qualifications are as follows:

- Five (5) years of experience as it relates to the scope of this RFP.
- Three (3) previous developing PMS projects, as substantiated by references.

III. SCOPE OF WORK

The Scope of Work is intended as a guide only. The respondent is advised to add any critical tasks or elements which may have been overlooked, or delete any extraneous tasks deemed not necessary to the success of the project:

1. *Project Management*: Includes attendance at three meetings (project kickoff, 65% and 100%) with staff to outline scope, process, expectations, staff experience and observations, to evaluate PMS software platforms, and to review progress. Also includes coordination of sub-consultants (if any), review of existing data to be provided by the City and any other administrative tasks associated with the project. Cost of obtaining a City business license (\$50.00) shall be included under this task. Any necessary City permits will be issued at no cost to the consultant.
2. *Pavement Inspection and Assessment*: An inspection of all City streets, including alleys, divided into block-by-block sections. All data collection and inspections must be performed by qualified and trained personnel. Information for each segment shall include, but not be limited to: roadway classification, roadway width and length, pavement type, pavement condition and pavement condition index score, recommended rehabilitation strategy and estimated cost. The collected data shall be used in the analysis and determination of the pavement conditions following ASTM D6433-11 guidelines and shall be performed by qualified and trained personnel. The proposed fee for this task shall be based on 50 centerline miles of roadways, and shall be prorated if the actual mileage is ten percent (10%) greater than the assumed 50 centerline miles.
3. *Evaluation of pavement management software*: Evaluate pavement management software (MicroPAVER and Streetsaver), compare features and recommend the most appropriate software platform for the City of Pacific. It is important that the selected software platform be able to track historical PCI scores for each segment. Consultant to load collected pavement condition ratings of City street network into the selected pavement management software.
4. *Development of Maintenance Program and Street Improvement Program Strategy*: This should be a multi-year program (five-year) prioritizing street improvements and maintenance programs based on the available funding levels.
5. *Preparation of PMS Report*: Report shall include discussion of principles and practices of pavement management, local street network conditions and findings, review of six-year street capital improvement plan, rehabilitation strategies, budget development and

financial forecasts. Report shall build several financial forecast utilizing the collected pavement ratings. At a minimum, the financial forecasts shall include:

- a. **Fix All** – The Fix All budget is used to identify the upper limit of spending the City would require if there were unlimited funds.
 - b. **Do Nothing** – The Do Nothing option identifies the effect of spending no capital for the next five (5) years.
 - c. **Steady State** – This option identifies the amount of annual funding required to maintain the street network pavement at its current rating.
 - d. **Recommended/Optimal** – This is the spending level that maintains the pavement rating in “good” condition.
6. Meeting Attendance: Attend up to three evening public meetings to present the report to the Public Works Committee, Transportation Benefit District and/or City Council.
 7. On-call support: Up to twelve (12) months of on-call support services to maintain and update the PMS database as streets are maintained or rehabilitated, build new financial forecasts, or otherwise utilizes the selected pavement management software.

IV. SUBMITTAL REQUIREMENTS

Submitted proposal should address the following information in the order listed:

1. Introductory Cover Letter
2. Office location from which the work will be performed
3. Qualifications and Experience of firm and key team members
4. References
5. Project Approach, Coordination and Schedule
6. Conflict of Interest Statement
7. Contract Exceptions
8. Insurance Requirements
9. Support Information
10. Fee schedule (in separate sealed envelope)

Submit five (5) hardcopy sets of bound proposals in an 8 ½” by 11” format. Consultant submittal shall be no more than thirty (30) pages, not including attachments or appendices. The cost proposal should be in a sealed envelope clearly labeled “Pavement Management Inspection Services Cost Proposal.” To assist the proposal evaluation process, please include tabs or sections corresponding to the items contained within this RFP:

RECOMMENDED CONTENT

1. Introductory Letter

This letter should be on company letterhead and addressed to City project manager with a statement of the consultant's basic understanding of the City's needs. The names, the business address and telephone numbers of your firm's officers, directors and associates along with the names and addresses of any parent or subsidiary of your company. Your information should describe the nature of the work and the line of authority of these individuals as they relate to this project. If appropriate, include the name, office address and telephone number of your firm's primary point of contact. Include also the names and qualifications of outside consultants and associates that will assist on this project.

2. Office location from which the work will be performed

Indicate the location of the office from which the contract will be managed and/or the majority of the key personnel assigned to the contract will be located. Locations of sub-consultant's offices shall be identified as well.

3. Qualifications and Experience of Firm and Key Team Members

The Consultant shall identify the project manager, other key individuals and their responsibilities, and provide resumes of these individuals. Include the expected amount of involvement for each consultant team member. Include a listing of current work commitments to other projects or activities in sufficient detail to show that the organization and all of the individuals assigned to the contract will be available to complete the project.

Describe the Consultant firm's available resources and capability for actually undertaking and performing the work. Any changes in key personnel after the award of the contract must be approved by the City before the change is made. Resumes of key personnel to be assigned to the project should include information on specific projects the individual has been involved with, clearly showing experience relevant to the project. Experience for individuals responsible for evaluating pavement is of high importance and shall demonstrate an understanding of pavement structures, Traffic Indices (TI) and the ability to rate levels of deterioration in pavement in accordance with the ASTM D6433-11 guidelines. Minimum qualifications are as follows:

- Five (5) years of experience as it relates to the scope of this RFP.
- Three (3) previous developing PMS projects, as substantiated by references.

4. References

All key individuals listed in the organization chart should have professional references listed. References provided should be agency project managers on similar projects, or other responsible individuals who have recent, direct working experience with the proposed key individuals. References will be contacted as part of the selection process. References should include the contact name, title, company/organization, address, e-mail and phone number.

- Provide a minimum of three (3) references.

5. Project Approach, Coordination and Schedule

Approach / Work Plan: Describe your firm's understanding of the project and provide a clear statement of the general approach to be undertaken on the project, including the level of effort required for the work proposed. Use tables to quantify manhours, subconsultants, equipment, and materials. A Scope of Services should be prepared detailing the items listed above and additional tasks as agreed upon with the City. The Consultant is encouraged to include additional scope of service tasks that it feels should be included in the project. The Scope of Services should describe each step in the overall review, analysis and completion of the work.

The Consultant will be responsible for actively managing assigned projects and for providing all services and work to complete the projects, including gathering and analyzing all information, data and requirements.

Coordination with City: Provide a written summary of what information will be needed in order to complete the scope of work. This information may include but are not limited to: kickoff meeting, data collection matrix, street inventory information, any historical files on construction and maintenance actions, traffic information (i.e., TI) and AutoCAD or GIS files.

Schedule: Provide a schedule including deliverables for performing the tasks identified in the scope of work. Samples of completed programs by the Consultant of previous Pavement Management Systems may be attached to the proposal under the Supportive Information section.

6. Conflict of Interest Statement

The prospective consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of this contract. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or any City construction project that may follow.

7. Contract Exceptions

The Consultant shall be required to sign the City's Consultant Services Agreement, attached hereto as Appendix B. Any proposed deviations and modifications to the agreement should be noted, with reasons given. Proposed contract changes may or may not be acceptable to the City, in the City's sole discretion.

8. Insurance Requirements

The City's insurance requirements to perform the work are identified in Section 13 of Appendix B (the City's Consultant Services Agreement). The prospective consultant shall provide a summary of the firm's current insurance coverage for comprehensive, general liability, professional liability, automotive liability and worker's compensation insurance. Indicate the limits of coverage on each policy. City required endorsements and minimum coverage limits must be provided at time of contract execution (see Appendix B).

9. Support Information

Supportive information may include graphs, charts, schedules, budgets, photos, resumes, references, etc. Use of this section is left to the Consultant's discretion.

10. Cost Proposal and Fee schedule

The City is interested in the best cost-effective approach to completing the project within the tentative schedule, and the final Scope of Services will be subject to negotiation. The proposal should include a detailed scope of work and all costs for which the Consultant expects to be compensated for, including all materials furnished and services provided. The quoted price shall constitute full and complete compensation for the services and materials provided as outlined in this RFP. Consultant staff fee schedule should clearly indicate effective dates, applicable escalation clauses, and miscellaneous billable costs, in addition to hourly rates.

V. SELECTION PROCESS AND SCHEDULE

After receipt of all proposals, the City will conduct an evaluation of the written proposals and rank them accordingly. An oral presentation of the most qualified proposals, based on the Selection Criteria, may be required before a selection committee. If required, oral interviews will be held at City Hall. A final ranking of the Consultant's written and oral presentation (if required) will be determined by the selection committee. The City will then negotiate a contract which is reasonable and mutually agreeable to the City and the highest rated firm. If there are unresolved issues and negotiations are unsuccessful with the top ranked firm, negotiations with that firm will be formally terminated, and the City may attempt to negotiate an agreement with the next highest ranked firm(s). Award of the selected Consultant's contract will be subject to City Council approval.

Tentative City Schedule:

- RFP Issued June 9, 2015
- Cutoff for Requests for Information June 15, 2015
- Consultant Proposals Due June 23, 2015
- Review Consultant Proposals June 24 – 28, 2015
- Consultant Interviews (if required) Week of June 29, 2015
- Consultant Selection and Negotiations Week of July 6, 2015
- City Council Approval of Contract July 27, 2015
- Begin Pavement Rating Work Week of August 3, 2015
- Submit Draft Report August 31, 2015
- Final Report September 30, 2015

VI. SELECTION CRITERIA

1. Consultant selection will be based upon the following factors (100 points possible):
 - a) 20 points – Consultant's understanding of the City's desires and needs as demonstrated in the consultant's scope of work. The completeness of the work included in the Proposal.
 - b) 20 points – Consultant's experience with similar projects of comparable type, size, and complexity.
 - c) 20 points – Qualifications of the Consultant's staff being assigned to this project.
 - d) 20 points – Consultant's use of and familiarity with recommended pavement management software.
 - e) 20 points – Demonstrated ability of the Consultant to perform high quality work, to control costs and meet time schedules.

VII. SUBMITTAL DEADLINE

In order for your qualifications to be considered, the City must receive three (3) copies (plus one electronic) of your Proposal no later than 5:00 p.m. on June 23, 2015. Proposals received after the deadline will not be considered. Proposals shall be submitted to:

City of Pacific
Public Works Department
1003rd Avenue S.W.
Pacific, WA 98047

The submittal package shall be clearly marked as proposal for: "Pavement Management Inspection, Condition Rating and Reporting Services". Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

Questions regarding this Proposal that shall be directed to Lance Newkirk at 253.929.1113 or at lnewkirk@ci.pacific.wa.us.

Appendix A

Proposal Evaluation Form

Consultant Firm: _____

Date: _____

Evaluator: _____

Evaluation Criteria	Maximum Points	Consultant Points
Consultant's understanding of the City's desires and needs as demonstrated in the consultant's scope of work. The completeness of the work included in the Proposal.	20	
Consultant's experience with similar projects of comparable type, size, and complexity.	20	
Qualifications of the Consultant's staff being assigned to this project.	20	
Consultant's use of and familiarity with recommended pavement management software.	20	
Demonstrated ability of the Consultant to perform high quality work, to control costs and meet time schedules.	20	
Total Points:	100	

Notes: _____

Appendix B

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

Contractor's name _____ (hereinafter the "CONSULTANT")
Address
City, State, Zip

Contact: _____ Phone: _____ Fax: _____

for professional services in connection with the following Project:

Name project here

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 \$_____.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$_____ 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.

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.

F. No Limitation

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. Notice of Cancellation

Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days'

notice to the Consultant to correct the breach immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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

Appendix C

