



**REQUEST FOR PROPOSALS
FOR
STEWART ROAD
PERMITTING AND DESIGN**

Issued: November 3, 2017

Proposals must be received at the address below by **11:00 a.m.** on
November 27, 2017

City of Pacific
Public Works Department
100 3rd Avenue S.E.
Pacific, WA 98047

TABLE OF CONTENTS

- I. INTRODUCTION
- II. BACKGROUND
- III. DESCRIPTION OF SERVICES
- IV. SUBMITTAL REQUIREMENTS
- V. EVALUATION AND SELECTION CRITERIA

ATTACHMENTS

- A. Standard Professional Services Agreement
- B. Location of Project
- C. Conceptual Designation

CITY OF PACIFIC
REQUEST FOR PROPOSALS
FOR
STEWART ROAD (8th STREET EAST)
ENVIRONMENTAL PERMITTING AND DESIGN

I. INTRODUCTION

The City of Pacific is seeking Proposals from qualified firms to provide professional services for the design and environmental permitting of improvements to Stewart Road from Valentine Avenue to the White River Bridge.

Stewart Road is a major arterial that crosses the White River valley connecting areas of Auburn, Sumner, and unincorporated Pierce County to State Route SR 167. The current volume of traffic is 20,000 ADT. The volume is expected to double by 2035.

The requested services, submittal requirements, and selection criteria are described herein. The City has budgeted \$500,000 for these services in the 2017 - 2019 Fiscal Years, anticipating a grant from the Transportation Improvement Board (TIB).

The project will design and permit roadway improvements that will provide the following elements and others as may be required:

- Four through lanes.
- A two way left turn lane.
- Storm drainage improvements, including improved outfall to the White River.
- New traffic signal at the Intersection of Stewart Road and Butte Avenue.
- Upgraded UPRR at grade railroad crossing.
- Utility upgrades.
- Multi-purpose trail.
- Street lighting

A pre-proposal conference will be held Thursday, November 9, 2017 at 10:00 a.m. at City Hall, 100 3rd Avenue SE, Pacific, WA. All prospective proposers are strongly encouraged to attend.

Additional work may include:

- Right-of-way acquisition
- Construction management services.

This project will require coordination with the City of Sumner White River bridge replacement project. The plan will need to develop plans to match with current and future horizontal and vertical alignments.

II. BACKGROUND

The purpose of the Stewart Road SE (8th St E) Project, as conceived by Pierce County's Adopted Transportation Plan in December 1992, was to provide a major new transportation route from the

Lake Tapps plateau and the White River valley to SR 167, a “Premier Project”. This project was needed for the benefit of the stakeholders of the region for travel between home and work, for regional commerce, and to promote access to the State Freeway system.

Prior to development of the Corridor the absence of a major arterial connection east of East Valley Highway placed an undue burden on the lower classification (secondary and collector) arterials in the area. The extension of a major North Lake Tapps access roadway was necessary to relieve impacts on secondary and collector arterials in this part of Pierce County, provide for the completion of a grid system of major arterial roads, and improve access and circulation within the entire area.

III. DESCRIPTION OF SERVICES

The selected design team shall provide the following services:

Task 1: Project Management

The Consultant shall provide the following services:

- Communicate with City staff and Council, as required.
- Manage and coordinate the Consultant team.
- Manage the work in-progress, schedule, and budget.
- Provide monthly invoices and progress reports in a format approved by the City of Pacific.
- Attend a kickoff meeting with the City of Pacific.

Deliverables:

- Monthly invoices and progress reports for the duration of the project.

Task 2: Interagency Coordination

The Consultant will assist the city in coordination efforts with the project stakeholders. A partial list of agencies with whom the Consultant shall coordinate include the following:

- Cities of Pacific and Sumner.
- Pierce County.
- Washington State Departments of Ecology.
- Washington State Department of Fish and Wildlife.
- Puget Sound Energy.
- UPRR.
- UTC

Included in this task will be up to two consultant led project meetings at project initiation to establish regulatory parameters with two additional consultant led project meetings as the project progresses. There are estimated to be up to two additional project meetings.

The initial element of this project will include development of an option matrix for reducing flood impacts to the residences and businesses in the project area. The options matrix will be used during agency meeting discussions and shall include:

- Capital and Operations and Maintenance (O & M) costs.
- On-going O&M requirements.
- Permitting requirements.

Deliverables:

- Attend up to six meetings.
- Project meeting minutes for each stakeholder meeting.
- Options matrix provided in a format approved by the City of Pacific

Task 3 Public Meetings

The Consultant will coordinate closely with the project stakeholders.

Included in this task will be up to two public meetings to inform the public of the project progress and regular project newsletters (quarterly) to inform the public of project activities and progress.

Deliverables:

- Attend up to two public meetings.
- Project meeting minutes for each public meeting.
- Quarterly public briefings for publication on City website and social media approved by the City of Pacific

Task 4: 30% Design

The Consultant shall prepare technical analyses and preliminary design of the Stewart Road between Valentine Avenue and the White River Bridge. The Consultant shall meet with City engineering and maintenance staff members to gather information and input for developing the preliminary drawings. The preliminary drawings shall identify utility conflicts and show required utility relocations. The Consultant shall review available existing geotechnical reports and shall conduct supplemental geotechnical investigations, as necessary, to determine soils conditions for the design of the proposed improvements.

The preliminary drawings shall depict:

- Preliminary plan and profile sheets.
- Horizontal and vertical alignment of the proposed utilities.
- Required utility relocations.
- Support for right of way of way acquisition, including right of way plans and legal descriptions

The Consultant shall prepare a preliminary cost estimate for construction.

Deliverables:

layout.

The Construction Documents shall include, but not be limited to, the following:

- Title sheet and construction notes
- Existing conditions topographic survey plan with construction control points clearly identified
- Temporary Erosion and Sedimentation Control Plan
- Demolition plan (including provisions for protecting nearby existing structures, roadways and embankments)
- Roadway plan and profile sheets
- Storm drain plan and profile sheets
- Utility plan and profile sheets
- Integration points of railroad crossing plan and profile sheets
- Traffic signal plan and detail sheets
- Typical sections and construction details
- Street lighting plans and details
- Storm Water Pollution Prevention Plan
- Construction schedule requirements
- Contractor submittal requirements
- Roadway and sidewalk reconstruction
- Site restoration plan

Deliverables

The Consultant shall provide one set of 90% and final project drawings and specifications and digital files of all documents on compact disc to the City. City will, at its own expense, reproduce enough copies of these documents for construction bidding purposes, as required.

IV. SUBMITTAL REQUIREMENTS.

The City recognizes that a multi-disciplined project team may be required to successfully execute this project. The City intends to use the RFP process to select a single firm or partnership of firms determined most qualified to permit and design the City's Stewart Road.

A. Submittals must contain no more than 40 pages, double sided, including resumes and project descriptions.

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 sub-consultants.
- 1) Proposal. The submittal shall include:
 - a) General statement of the understanding of the scope of services.

- Engineering Report that includes but not limited to hydrologic modeling, critical areas issues, geotechnical report, traffic warrants, etc.
- 30% design plans and cost estimate
- Right of way plans and legal descriptions

Assumptions:

- King County will provide copies of all data collected for the Right Bank Project including but not limited to, survey base mapping, hydraulic modeling, geotechnical reports, and critical areas report(s).

Task 5: 60% Design and Environmental Permitting

The Consultant shall address comments from the City on the 30% design and prepare 60% design plans suitable for submittal to the permitting agencies. Consultant shall also prepare draft technical specifications and updated construction cost estimate.

The Consultant shall confirm all required regulatory permit applications, prepare the applications, and make submittals to the appropriate agencies. A partial list of anticipated permits include:

- HPA – Washington Department of Fish and Wildlife
- Shoreline – City of Pacific and Pierce County
- Critical Areas – City of Pacific
- SEPA – City of Pacific

Deliverables:

- 60% design plans
- Preliminary specifications
- Revised engineers cost estimate
- Permit submittals
- SEPA Checklist and supporting materials

Task 6: Final Design and Construction Documents

The Consultant shall address comments from the City and permitting agencies on the 60% design and prepare final design plans, technical specifications and engineers cost estimate. The Consultant shall provide 90% level design plans and technical specifications for the City’s review and approval. The Consultant shall address comments from the City and permitting agencies on the 90% design and prepare final design plans, technical specifications and engineers cost estimate. The final detailed project plans, and technical specifications shall be sufficient for construction bidding purposes and shall reflect all regulatory requirements.

Project Specifications shall be prepared using the WSDOT Standard Specifications format. Consultant shall prepare all technical specification sections. The City will provide the standard boilerplate bidding and contract documents and the general conditions (work hours, project duration, liquidated damages, truck routes, etc.).

Project drawings shall be prepared using the standard 22” x 34” City drawing sheet size and

layout.

The Construction Documents shall include, but not be limited to, the following:

- Title sheet and construction notes
- Existing conditions topographic survey plan with construction control points clearly identified
- Temporary Erosion and Sedimentation Control Plan
- Demolition plan (including provisions for protecting nearby existing structures, roadways and embankments)
- Roadway plan and profile sheets
- Storm drain plan and profile sheets
- Utility plan and profile sheets
- Integration points of railroad crossing plan and profile sheets
- Traffic signal plan and detail sheets
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Deliverables

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IV. SUBMITTAL REQUIREMENTS.

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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 sub-consultants.
- 1) Proposal. 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 the assessment, design and permitting of roadway projects including railroad crossings and traffic signals.
- 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 electronic copy of two recent projects of similar requirements with a copy of project budgets. Include relevant project report, final plans, engineers cost estimate and bid tabulation.

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

1) 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 two sample reports and contracted budget sheet by 11:00 AM, Friday, November 17, 2017 to:

City of Pacific - Department of Public Works
 100 3rd Avenue SE
 Pacific, WA 98047
 Attn: Jim Morgan, Public Works Manager
 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 roadway permitting and designs, 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, 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. CONTRACT FORM AN OTHER CONDITIONS.

The Consultant shall be required to sign the City's form professional services agreement (attached), and to provide the insurance required by this agreement.

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.

Attachment A
Standard Professional Services

CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the ____ day of _____, 2017, 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 _____, a Washington State for Profit Corporation (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

_____. (hereinafter the “CONSULTANT”)

Address: _____
City, State, Zip: _____

Contact: _____ Phone: _____ Fax: _____

for professional services in connection with the following Project:

Permitting and Design for Stewart Road Improvements between Valentine Avenue SE and Butte Avenue SE

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 \$_____ including all applicable tax, 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 thirty (30) 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.

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

Attn: _____

Phone: _____
Fax: _____

16. Resolution of Disputes and Governing Law.

A. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by mutual good-faith negotiation between the parties in a reasonable time, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

B. 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 _____.

By: _____
Leanne Guier
Mayor

By: _____
Name: _____

Date: _____

Title: _____

Date: _____

Attest:

By: _____
Amy Stevenson-Ness
City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

Attachment B
Approximate Location of Project

Stewart Road (8th St E) Corridor Completion Project



