



# Request for Qualifications (RFQ)

## YELM HWY COMMUNITY PARK MASTER PLAN

The City of Olympia is seeking qualifications from creative design professionals that can develop a park master plan for an 86.25-acre community park located at 3323 Yelm Highway in Olympia, WA. The project will create an inspiring master plan that meets the recreational needs of the community. A major component of the park will be full-size soccer fields.

The City reserves the right to extend the contract with the selected firm to provide further design, cost estimating, environmental review, permitting, construction document development, and construction administration if it is deemed to be in the City's best interest.

The successful candidate will demonstrate proven skills and technical competence in landscape and park design, civil engineering, community engagement and public art.

The deadline for this RFQ is **4:00 pm, Monday, April 1, 2019**. Earlier responses are welcome.

### **A. PROJECT INFORMATION AND BACKGROUND:**

In 2018, the City of Olympia purchased 83 acres in southeast Olympia for a future community park (parcels 09330005000, 09330005001, 09330008002). This acquisition borders a previous park acquisition in 2000 of 3.24 acres (09330006000), and results in over 86 acres for a future community park.

Approximately 60 percent of the property currently consists of fields used for commercial strawberry production. A berry stand and concrete parking lot are located at the north end of the property along Yelm Highway SE.

Three buildings occupy an approximately 2-acre parcel at the northwest corner of the property: a residential duplex, a garage, and a mobile home. These buildings are planned for demolition in the near term.

A residence and two farm buildings are also present near the middle of the subject property. These buildings are currently habited and will not be demolished for some time; therefore, the master plan will need to be phased to develop this area at a later date.

The south end of the subject property is undeveloped and wooded, with a wetland located in the southwest corner. Chambers Ditch runs adjacent to the southwestern boundary of the property. There are white oak trees in various locations on the site. Mazama pocket gophers may be present on portions of the property.

Additional plans and studies related to the park and surrounding area can be viewed at [www.olympiawa.gov/yelmhwypark](http://www.olympiawa.gov/yelmhwypark).

### **Project Purpose**

The City is embarking on a master planning process to develop a design concept to guide future park development in a phased approach. The master plan will integrate active and passive recreational amenities, preservation and protection of critical areas, and public art into the design. A first phase of the project will likely include several full-size rectangular fields. The selected consultant will work with the City to facilitate discussions with the community and key stakeholders through the public process.

**The master plan must be completed by December 2020.**

### **B. SCOPE OF WORK:**

The City will secure the services of a consultant team who can work collaboratively with staff to develop a park master plan for the Yelm Highway Parcel.

The preliminary scope of work for the project includes:

1. Prepare a Summary of Tasks and Schedule
2. Assess Existing Conditions, Opportunities and Constraints
  - Review Phase 1 and Phase 2 ESAs and the Community Park Suitability Assessment
  - Conduct critical area studies as needed, likely to include but not limited to: wetland, stream, white oaks, mazama pocket gopher
  - Perform cultural resources survey
  - Perform transportation and parking analysis
  - Analyze stormwater impacts and mitigation
  - Additional soil contamination investigation work if needed
  - Noise and lighting analysis as needed
  - Analyze applicable regulatory constraints including, but not limited to: Thurston County Critical Areas Ordinance, Thurston County--Olympia UGA Zoning Code and Development Standards, and any other applicable federal, state or local regulations
3. Develop and Implement Public Engagement Program in Conjunction with City Staff
  - Develop a public engagement plan and schedule
  - Assist in developing and implementing public engagement tools, such as public meetings, online feedback mechanisms, etc.
  - Record and document public input
  - Meet with key individuals as necessary
4. Develop preliminary master plan based on community, stakeholder, and staff input, permitting requirements, and site opportunities and constraints.

- Incorporate data and analysis into graphic and written formats for presentation and discussion with the public, the Parks and Recreation Advisory Committee, City staff, City Council, and other involved entities.
- At the onset of the master planning process, the consultant will develop goals, basic themes and programming elements with City staff. These ideas will be carried forward in the public involvement process and further refined. After the initial public involvement process, the consultant will develop at least three alternatives for the site. These alternatives will be vetted by the various committees, Council, the public, and staff. Then a Draft Master Plan will be prepared and another vetting process will take place, including a City Council Study Session. Refinements will be made to the master plan and then the Final Master Plan will undergo an approval process by City Council.

5. Final Community Park Master Plan will include:

- a. Description of the community's vision and priorities for the site
- b. Summary of public engagement process and feedback
- c. Review of the site analysis, opportunities and constraints, including but not limited to those areas identified in #2 above
- d. Analysis of number, surfacing, lighting, and sizes of rectangular fields
- e. Preferred concept drawing and justification for the final selected design
- f. A site plan of the final selected design that clearly depicts all:
  - recreation features
  - structures
  - any critical areas and associated buffers
  - vehicular, bike, and pedestrian circulation and access
  - parking
  - ADA accessibility
  - emergency access
  - utilities and stormwater management
  - setbacks
  - view corridors
  - site furnishings
  - architectural themes
  - opportunities for public art and historical interpretation
  - heights and elevation drawings of key features and structures
- g. Cost estimates for park development, as well as annual operations and maintenance and programming costs. All cost estimates should reflect, as closely as possible, City of Olympia standard salaries, benefits, and preferred practices for operations and maintenance.
- h. Revenue projections. All revenue projections should consider comparable rates currently charged by the City of Olympia (when practical).
- i. Implementation Plan including a phasing approach
- j. Anticipated permits and processes required for phased park development
- k. Preparation of public presentation materials, drawings, graphic renderings, reports and other required information
- l. Utilization of Thurston County applicable regulations and any other federal, state or local requirements that would apply

### **Supplemental Task Preliminary Design & Environmental Review**

Upon completion of the Final Master Plan, the City will reserve the opportunity to amend the contract with the selected consultant to prepare the preliminary engineering design including specifications, detailed design drawings, cost estimates, environmental review and/or permitting services, as necessary.

### **C. CONSULTANT SELECTION CRITERIA:**

A selection committee of City staff (Committee) will evaluate consultant qualifications and develop a short list of qualified firms. Selected firms may be invited to appear for interviews (as deemed necessary by the Committee). The Committee will make a final ranking and will make a recommendation for selection based on qualifications, demonstrated competence, and technical response to the Request for Qualifications (RFQ). When the recommendation is approved, the highest ranked firm will be invited to enter into contract negotiations with the City.

Staff will evaluate the statement of qualifications received based on the following criteria:

1. *Demonstrated experience designing projects of similar size, scope, and complexity. (30 points)*
2. *Identification of ways to engage the City, its stakeholders, and the public in an open process of visioning and reviewing alternatives, including online participation and experience with competing interests. (20 points)*
3. *Qualifications of key personnel and project team (20 points)*
4. *Demonstrated expertise in producing compelling visual graphics of the final design. (10 points)*
5. *Demonstrated experience designing and permitting projects that involve environmental constraints related to critical areas. (10 points)*
6. *Describe the public art expertise of the Design Team, and how public art will be incorporated into the process and product. Design Teams must include professional(s) specializing in public art, who can demonstrate a high degree of expertise integrating urban design principles and artistic elements into plans and municipal projects. (5 points)*
7. *Quality of the proposal including organization, completeness, relevance and conciseness. (5 points)*

All consultants submitting qualifications will be notified of the City's selection. ***Please do not contact the City of Olympia for status on the selection process during the selection period.***

### **D. CONTRACT:**

The selected consultant will be required to enter into a professional services agreement with the City.

The City of Olympia's *Professional Service Agreement (PSA), Exhibit B* will be the contract document for these services. All prospective consultants are advised that when applicable, the Equal Benefits Compliance Declaration Review Form will be used on this project. These contracts are subject to certification of equal benefits supplied to all employees.

If the City and the selected firm are unable to agree on the terms and conditions of the contract, the City will terminate negotiations and the next best qualified firm will be contacted for contract negotiation. The City reserves the right to award the contract in whole or in part, if deemed in the City's best interests.

**E. PROPOSAL REQUIREMENTS:**

**1. COVER LETTER**

The cover letter shall be addressed to:

Laura Keehan, Planning and Design Manager  
Olympia Parks, Arts and Recreation Department  
P.O. Box 1967  
Olympia, WA 98507-1967

Statement of Qualifications shall be limited to a total of six sheets of paper that may be printed on both sides, in other words a maximum of 12 pages of content. The cover letter, front and back covers, team member resumes, and *City of Olympia Equal Benefits Compliance Declaration Form, Exhibit A* do not need to be counted toward the six sheet limit.

Five (5) hard copies and an electronic PDF file of the consultant statement of qualifications shall be submitted. *Submittals that exceed the maximum number of pages or have less than five (5) copies will be rejected.*

**2. PROVIDE THE FOLLOWING INFORMATION:**

**Cover Letter**

The cover letter should demonstrate your firm's understanding of the requirements related to the submission and summarize your firm's qualifications and relevant experience. The letter should be signed by someone authorized to enter into an agreement with the City of Olympia.

**Company Background**

Provide a brief firm history including the number of years in business, names of members of the firm leadership, organizational structure and a description of the firm's philosophy.

**Project Approach**

Describe your firm's plan for approaching the project including planning, design and implementation based on the scope of services outlined in this RFQ. Also include a time schedule to complete the plan.

### **Qualifications of Consultant Team**

Identify all members of the team, including all proposed consultants and any sub-consultants. Provide a summary of qualifications of the assembled team and detailed resumes of key personnel who will be assigned to the project. Provide a chart showing the organization of the proposed team identifying the principal and project manager in charge of the project.

### **Prior Experience**

Demonstrate your firm's prior experience developing park master plans. Include similar relevant projects which best illustrate your team's qualifications for this project. Provide details on each project including:

- a. Name of Project
- b. Project Location
- c. Project Description
- d. Photographs and/or Renderings

### **References**

Provide a list of at least (3) three references for similar park master plan type projects with summary scope of work, estimated project cost, names and contact information.

### **Other**

Provide any other information you deem appropriate and useful in assisting in the team selection. Include confirmation that the consultant will comply with the City of Olympia Equal Benefits ordinance (see *Equal Benefits Compliance Declaration Form attached as Exhibit A to this RFQ*).

## **F. TERMS AND CONDITIONS:**

1. Proposers assume the risk of any delay in the mail. Whether sent by mail or by personal delivery, proposers assume responsibility for having the proposals deposited on time at City Hall. All statement of qualifications received after the designated time will not be considered.
2. Any errors discovered after RFQ submission deadline must remain and cannot be adjusted.
3. It is the sole responsibility of the proposers to assure that they have received the most current RFQ.

4. It shall be the responsibility of each proposer to call to the attention of the City any apparent discrepancy in the RFQ or any question of interpretation. Failure to do so constitutes acceptance as written.
5. The proposal, as presented, shall remain valid for a period of ninety (90) days from proposal due date.
6. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
7. The City reserves the right to revise or amend the RFQ prior to the proposal due date by written addenda.
8. The successful proposer will be required to sign a Contract with the City; **the City will not sign any company's service agreement, contract or any other form of agreement.** The City does reserve the right to extract certain language from a company's agreement and incorporate it into the City contract, if agreeable to both parties.
9. The contract resulting from acceptance of a proposal by the City shall be in a form supplied by the City, and shall reflect the specifications in this RFQ.
10. The insurance certificate required, as detailed herein, shall be submitted upon notification of award.
11. All statement of qualifications submitted to the City of Olympia become the property of the City and are public record and subject to public disclosure upon request.
12. The successful proposer must comply with all Federal, State, and City of Olympia statues and codes as may be applicable to the scope of work detailed herein, including all labor laws.
13. The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the RFQ.
14. **Washington State Law and Venue:** Any resulting contracts, (if any) shall be construed under the laws of the State of Washington. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of resulting contracts shall be brought in Thurston County, Washington.
15. The successful proposer shall be responsible for obtaining all necessary permits, at the proposer's expense.
16. All proposers shall obtain and shall produce, upon request, a Business License to do business in the City of Olympia prior to executing their contract with the City.

17. The Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City of Olympia does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

**G. TITLE VI:**

City of Olympia in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d--4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

**H. INSTRUCTIONS FOR PROPOSERS:**

The deadline for submission of proposal is **4:00 pm Pacific Standard Time, Monday, April 1, 2019**.

No faxed or electronic statement of qualifications will be accepted.

For questions about this RFQ, please contact Laura Keehan, Parks Planning and Design Manager via email at [lkeehan@ci.olympia.wa.us](mailto:lkeehan@ci.olympia.wa.us). Questions via telephone will not be accepted. All questions to this proposal must be received by **Tuesday, March 19, 2019 at 4:00 pm Pacific Standard Time**. Questions received after this date may not be answered.

Statement of qualifications must be sealed and plainly marked:

**Yelm Highway Community Park Master Plan RFQ**

City of Olympia – Parks, Arts and Recreation Department  
P.O. Box 1967  
Olympia, WA 98507-1967  
Attn: Laura Keehan, Parks Planning and Design Manager

Deliver 5 copies of the submission to:

City of Olympia  
601 4th Avenue East  
Olympia, WA 98501

Or mail 5 copies of the proposal to:

City of Olympia  
P.O. Box 1967  
Olympia, WA 98507-1967

**END OF RFQ**

Exhibits:



EXHIBIT A  
EQUAL BENEFITS COMPLIANCE DECLARATION

EXHIBIT B  
CITY OF OLYMPIA PROFESSIONAL SERVICES AGREEMENT

Exhibit C  
STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENT

Exhibit A  
**EQUAL BENEFITS COMPLIANCE DECLARATION**

Contractors on City contracts estimated to cost \$50,000 or more are required to comply with Olympia's Equal Benefits Ordinance, Olympia Municipal Code 3.18, and must complete this Equal Benefits Compliance Declaration. Please note: No City contract can be executed until the contractor has completed this Declaration and submitted it to the City.

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**Contractor Information**

Name of Contractor: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Approximate Number of Employees in the U.S.: \_\_\_\_\_ Project #: \_\_\_\_\_

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I, \_\_\_\_\_  
(Name)

on behalf of \_\_\_\_\_,  
(Contractor Name)

declare that said Contractor complies with City of Olympia Municipal Code 3.18 and does not unlawfully discriminate in providing benefits to Contractor's employees.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor Tax Identification Number

\_\_\_\_\_  
Date

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
\_\_\_\_\_ SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and \_\_\_\_\_, a *(insert state of incorporation; e.g. Washington, California, Georgia, etc.)* corporation ("Contractor").

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of \_\_\_\_\_; and

B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

***(Alternative Provision:)*** Contractor shall provide the following services:

\_\_\_\_\_ ("Services"), in a manner consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.

***(Alternative Provision:)*** Contractor shall provide the services more specifically described in Exhibit "A," ***(Staff: please attach exhibit and mark "Exhibit "A" )*** attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than \_\_\_\_\_ ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

***(Alternative Provision:)***

A. Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed STAFF: Write amount, i.e. Twenty-Five Thousand, Four Hundred Fifty and No/100 Dollars (\$\_\_\_\_\_) (**Optional phrase: calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B";**) (**Optional sales tax clause: and Washington State sales tax equal to \_\_\_\_\_**) (\$\_\_\_\_\_) for a total amount not to exceed add comp & sales tax for total.

***(Alternative Provision: use if there are expenses)***

B. Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) calculated as follows:

- (i) Contractor's Fee. An amount not to exceed the sum of \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_), (**Optional phrase: calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B";**) (**Optional sales tax clause: and Washington State sales tax not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_)**); and

***(Optional Section ii:)***

- (ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Contractor in performing the Services including \_\_\_\_\_ and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_).

C. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, (**Optional phrase: which invoice shall specifically describe the Services performed, the name of Contractor's personnel performing such Services, the hourly labor charge rate for such personnel,**) and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such voucher or invoice.

D. Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Compliance with Laws.

Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Assurances.

The Contractor affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor is an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

8. Equal Opportunity Employer.

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable

federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the City. The Contractor, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit B **(or Ex. C if there is already an Ex. B per Section 4.A)**. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit C **(or Ex. D if there is already an Ex. C per this section)**.

9. Confidentiality.

Contractor agrees not to disclose any information and/or documentation obtained by Contractor in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Contractor will be grounds for immediate termination.

10. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance. The Contractor 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 Contractor, its agents, representatives, or employees.

C. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Contractor 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 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor'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.

4. Professional Liability insurance appropriate to the Contractor's profession.

E. Minimum Amounts of Insurance. Contractor 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.

F. Other Insurance Provisions. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

H. Verification of Coverage. Contractor 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 Contractor before commencement of the work.

I. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Contractor 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 Contractor from the City.

11. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Contractor in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Contractor at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Contractor.

12. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the vendor. If the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Contractor under the terms of this Contract in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative,



and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Contract.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Contractor agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Contractor shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Contractor shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

### 13. Books and Records.

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records owned, used, or retained by the City that meet the definition of a "public record" pursuant to RCW 42.56.010 are subject to disclosure under Washington's Public Records Act.

### 14. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically

terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

15. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Contractor desires to assign this Contract or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

3. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in

the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Contractor certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: \_\_\_\_\_

*[Enter name and title of Department Director or authorized Line of Business Director]*

P.O. Box 1967

Olympia WA 98507-1967

Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**I certify that I am authorized to execute this contract on behalf of the Contractor.**

\_\_\_\_\_  
*[Enter Name of Contractor's Company]*

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Person Signing)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

Date of Signature: \_\_\_\_\_

**Exhibit "B"**  
**STATEMENT OF COMPLIANCE WITH  
NON-DISCRIMINATION REQUIREMENT**

The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

\_\_\_\_\_ affirms compliance with the City of Olympia's non-discrimination ordinance and contract provision by **two or more of the following actions:**

- Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).  
What type, and how often? \_\_\_\_\_
- Non-discrimination provisions are posted on applications for service.
- Non-discrimination provisions are posted on the agency's web site.
- Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.
- Non-discrimination provisions are shared during meetings.  
What type of meeting, and how often? \_\_\_\_\_
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:  
\_\_\_\_\_  
\_\_\_\_\_

By signing, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

**Failure to implement the measures specified above constitutes a breach of contract**

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

<b>Alternative Section for Sole Proprietor:</b> I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.	
_____	_____
(Sole Proprietor Signature)	(Date)

**Exhibit "C"**  
**STATEMENT OF COMPLIANCE WITH  
NON-DISCRIMINATION REQUIREMENT**

The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

\_\_\_\_\_ affirms compliance with the City of Olympia's non-discrimination ordinance and contract provision by **two or more of the following actions:**

- Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).  
What type, and how often? \_\_\_\_\_
- Non-discrimination provisions are posted on applications for service.
- Non-discrimination provisions are posted on the agency's web site.
- Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.
- Non-discrimination provisions are shared during meetings.  
What type of meeting, and how often? \_\_\_\_\_
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:  
\_\_\_\_\_  
\_\_\_\_\_

By signing, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

**Failure to implement the measures specified above constitutes a breach of contract**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Alternative Section for Sole Proprietor:** I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

\_\_\_\_\_  
(Sole Proprietor Signature)

\_\_\_\_\_  
(Date)