

**City of Edgewood**  
**REQUEST FOR QUALIFICATIONS**  
**2021 ON-CALL CONSULTANT SERVICES**

**I. PURPOSE OF REQUEST.**

The City of Edgewood (“City”) is seeking Statements of Qualifications (SOQs) from professional consulting firms licensed under the laws of the State of Washington to select a qualified consultant capable of performing a variety of on-call, as-needed consulting services. The City does not expect that one consulting firm will have the ability to perform all of the services listed below. However, if your firm can provide more than one of the services, please provide a separate SOQ for each. The City is seeking SOQs for the following professional on-call services:

1. **Transportation Planning and Engineering:** design services, project review, concurrency program management, technical support
2. **Civil Engineering Support:** project and construction plan review, design services, technical assistance, and field inspections, with a focus on surface water, pedestrian facilities, and roadways
3. **Building Department Support:** construction plan review and field inspection services
4. **Geotechnical Engineering:** project review, technical assistance, and design services
5. **Wetland / Critical Area Consulting:** technical, peer, and mitigation plan review and design
6. **Professional Land Surveying:** field survey, data collection, map preparation, and other land surveying services in support of City projects & facilities
7. **Planning:** project review, case management
8. **Fire Protection Engineering:** construction plan review and field inspection services, with a focus on multi-story buildings and smoke control

The numbered categories listed above correspond with numbered sections at the end of this request, containing detailed information about the requirements for each. This numbering does not necessarily represent the magnitude of work or importance of each category.

The City does not expect or require a large amount of preliminary work to be performed by the firms submitting for consideration through the selection process. It is the City’s intent to select consultants based on past performance, qualifications, and the ability to perform the necessary work and to complete assigned projects within the timeframe specified. Once the City has reviewed the qualifications, one or more firms may be requested to provide additional information and/or participate in an interview process. **Do not submit any price or fee information at this time. Firms providing such information as part of their response to this request may be disqualified.**

The selected consultant(s) will be expected to work with the City as a partner, working with City staff as directed to support needs as they arise. Work under this contract will be performed on a task order basis, each with a specific scope, budget, and schedule for the required services. The consultant will be expected

to frequently respond to short notice requests and should be capable of performing urgent task order assignments while working on other simultaneous task orders. **Any contracts executed pursuant to this Request for Qualifications are expected to run through July 2024 and shall be substantially in the form attached to this RFQ.**

## II. TIME SCHEDULE.

The City will attempt to follow this general timetable. This schedule is provided for information only and may be adjusted as needed. Proposers are encouraged to reserve flexibility for interviews:

Issue Request for Qualifications	May 19, 2021
Deadline for submittal of Request for Qualifications	June 8, 2021
Preliminary Selection of Firms to Interview (if applicable)	June 15, 2021
Begin Preparing Agreements with Chosen Firms	June 29, 2021
Initial Council Consideration of Firms	July 6, 2021
Council Authorization to Execute Agreements with Consultant	July 13, 2021

## III. INSTRUCTIONS TO PROPOSERS.

- A. **One (1) electronic copy** of the SOQ must be received by **June 8, 2021 at 4:00 PM**. The SOQ must identify the applicable disciplines on the cover. *No faxed or hard copies will be accepted*. It is the responsibility of the firm to ensure the complete SOQ arrives on time and to the correct location. Any SOQ received after the scheduled closing time shall be returned to the firm noted as "rejected" by the City Clerk.
- B. All SOQs should be electronically submitted to:  
City of Edgewood  
Attn: Rachel Pitzel, City Clerk  
RE: RFQ Proposal On-Call Service No. (*specify one through eight from options on page 1*)  
Email: [rachel@cityofedgewood.org](mailto:rachel@cityofedgewood.org)
- C. Any additional information or addendum to this request will be issued by the City prior to the submittal deadline. The City will e-mail such information directly to known interested parties. Though not a requirement, proposers are encouraged to register with the City Clerk, Rachel Pitzel, so they can be apprised of any addendums to this RFQ.
- D. SOQs should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to perform the type of work identified, satisfy the requirements of the request and be **limited to 8 single-sided pages total (per category)**.
- E. All submittals of qualifications must include the following information:
  1. The names of individuals, including any proposed sub-consultants who will be working on the proposed services, and their areas of individual expertise and responsibility.
  2. A brief overview of the company, including how long in business, privately or publicly owned, state of incorporation or registration, Federal & State tax identification, and if the business qualifies under the Washington State Minority Business criteria, etc.

3. At least three (3) recent references (within the last 12 months), including entity name, contact person with email and telephone number. Municipal references preferred.
4. The name, title and authority of the individual authorized to execute the contract upon award.

#### **IV. SELECTION CRITERIA.**

The City will evaluate SOQs with an Evaluation Committee to determine rankings based upon materials submitted, using the selection criteria and points indicated below. The Evaluation Committee may be comprised of City staff, appointed or elected officials, and other professionals. Multiple firms of each discipline may be selected to establish the roster, and several consultants may be invited for interviews. The following may be used to evaluate the applicants:

- A. Demonstrated experience / expertise in the applicable service(s) – **20 points**
- B. Previous experience and familiarity with the City of Edgewood – **10 points**
- C. Demonstrated ability to work efficiently from individual task order assignments, including timely responsiveness and cost effectiveness – **10 points**
- D. Previous overall experience of consultant team assigned to project – **15 points**
- E. References and similar project experience – **10 points**
- F. General impressions and presentation of qualifications – **5 points**
- G. Understanding of the services requested and general approach to on-call services – **15 points**
- H. Familiarity and knowledge of the Edgewood Municipal Code and all other applicable adopted codes and policies relating to the discipline of services provided – **15 points**

#### **V. TERMS AND CONDITIONS.**

- A. The City reserves the right to reject any and all SOQs and waive any minor irregularities.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any firm.
- C. The City reserves the right to award any contract to the next most qualified firm, if the successful firm does not execute a contract by the proposed date of July 13, 2021.
- D. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City (substantially in the form of the agreement attached to this RFQ) and shall reflect the specifications in this request. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this request, and which is not approved by the City Attorney. Contractors shall obtain all required insurance and provide proof of such insurance to the City in accordance with the contract.

E. The City shall not be responsible for any costs incurred by any consulting firm in preparing, submitting or presenting its SOQ.

## **VI. SCOPE OF SERVICES.**

The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Task Orders may include work and/or review for projects not specifically noted in the examples detailed herein. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

### **General Background**

The City of Edgewood is 8.9 square miles and home to nearly 14,000 residents. The City is entirely within Pierce County and is geographically located in the “North Hill” area surrounded by the cities of Milton, Fife, Puyallup and Sumner. The City’s northern boundary is adjacent to King County. Incorporated as a code city, the City of Edgewood formed on February 28, 1996 and has operated under the strong Mayor form of government since August 2015. The City of Edgewood is a contract city with a staff of approximately 27, the city has seen an increase in transactional activity growth over the last 3 years of 43%; therefore, it is necessary to have consultants available to assist with projects on an as needed basis to better manage heavy workloads or to perform services that are not performed by on-staff personnel.

### **Additional Information**

As a contract City, Edgewood typically issues a variety of task-based work in several fields of expertise to on-call consultants. The City expects to develop long-term relationships with efficient service providers that can effectively respond to continuing work on a priority and on-call/as needed basis, provide exemplary service and perform to the satisfaction of the City.

It is possible that more than one firm will be selected to contract with the City for on-call/as needed services in one or more of the specialty areas noted. The City of Edgewood reserves the right to award additional work or projects to the same firm, or another firm as necessary.

## **VII. OTHER INFORMATION**

For additional information or explanation of the contents or intent of these specifications, please contact the City with your questions via email to Rachel Pitzel, City Clerk/HR Director, at [rachel@cityofedgewood.org](mailto:rachel@cityofedgewood.org) or by telephone at (253) 952-3299.

## **PROFESSIONAL SERVICE CATEGORIES AND DETAILS**

### **1. TRANSPORTATION PLANNING AND ENGINEERING**

**Scope of Work:** Provide support to City staff as needed to complete a variety of general municipal transportation planning, engineering and development project review support work that may include, but is not limited to, the following:

- Task based transportation planning and engineering services necessary to support efficient project review and implementation by the City of Edgewood.
- Review of development projects, including project-specific Traffic Impact Analysis (TIA), submitted as part of a project review.
- Site inspections for new development and permit compliance related to transportation infrastructure and related systems.
- Maintain the City's concurrency program traffic model and track development projects.
- Traffic Impact Fee review and technical support.
- Public Hearing support before the Hearing Examiner.
- City Council technical support on major policy discussions.
- Provide support on City transportation capital projects and grants as requested.
- Develop and recommend draft transportation standards and roadway designs consistent with City policy and standards.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and Public Works Directors. A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

### **2. CIVIL ENGINEERING SUPPORT**

**Scope of Work:** Provide support to City staff as needed to complete a variety of general municipal civil engineering ask and development project review support work that may include, but is not limited to, the following:

- Review of stormwater plans and Drainage Reports from applicants, on development and land use proposals as required, providing an evaluation of the information provided, the analysis methodology used, conformance with threshold determinations, and conclusions / recommendations made consistent with the 2015 Pierce County Stormwater Management and Site Development Manual and local code amendments (EMC 13.05.170).
- Development compliance inspection services, which may involve the following:
  - Observation of on-site soils and topography to confirm suitability of proposed stormwater management methods and facilities.
  - Site review of Best Management Practices (BMP's) as installed for conformance with approved plans and permits.

- Inspection of roadway and other frontage improvements associated with development projects, including recommendations for acceptance.
- City-initiated project coordination and technical services based on task level assignments.
- General technical guidance on issues relative to surface water drainage, infiltration suitability, and potential for sub-surface groundwater flows.
- General technical guidance on issues relative to pedestrian mobility and ADA compliance.
- General technical guidance on roadway design and conformance with applicable standards.
- City Council and Hearing Examiner professional support as requested to respond to major policy issues and permit approvals or recommendations as a technical expert.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and/or Public Works Director(s). A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

### **3. BUILDING DEPARTMENT SUPPORT**

**Scope of Work:** Building Department support services are intended to supplement the City's existing Building Department plan review and building inspection staff with supplemental on-call services to meet peak project review needs. The general municipal building plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to structural, energy code, barrier free, mechanical and plumbing plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required occasionally and the City may request that some inspection services be provided with some projects or to meet peak activity demand.

### **4. GEOTECHNICAL ENGINEERING**

**Scope of Work:** The general municipal engineering support work for geotechnical services may include, but is not limited to the following:

- The consultant will review geotechnical reports from project applicants and other engineers / geologists and provide evaluation of the information provided, the analysis methodology used and conclusions / recommendations made as well as conformance with Title 14 EMC – Critical Areas (with an emphasis on EMC 14.80 - Landslide Hazard Areas, review procedures and EMC 14.90 - Seismic Hazard Area standards).
- Project level inspection services as assigned.

- Provide project level on-call services for City-initiated capital projects (review plans and specifications) and technical response to emerging geotechnical issues that pose a threat to the City's infrastructure or systems as a supplement to the City's existing staffing.
- Support staff in preparing critical area and development code updates and policy related support related to geotechnical review.
- Occasionally provide technical support to the City Council and reports or testimony at City's Hearing Examiner matters as required to support policy and project level reviews.

The consultant may perform on-site soils / materials sampling and testing to confirm adherence to construction standards or specifications and perform on-site and office work to provide guidance on issues relative to slope stability, infiltration suitability and sub-surface groundwater flows.

## **5. WETLANDS / CRITICAL AREA CONSULTING**

**Scope of Work:** The general municipal wetland and critical area support work may include, but is not limited to the following:

- The consultant will perform wetland and critical area review for substantial conformance with Title 14 EMC (Critical Areas), delineation and reporting services for both **public (City initiated) and private project applications** in accordance with the most current version of the development codes and standards as adopted by the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans, and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary application or site review or other meetings may be required occasionally.
- As directed, periodically provide support before the Edgewood City Council and prepare reports and/or testify before the Edgewood Hearing Examiner as a subject matter expert.
- Provide task level support for code updates and compliance efforts related to wetland and critical area compliance and permitting.

## **6. PROFESSIONAL LAND SURVEYING**

**Scope of Work:** The general municipal surveying support work may include, but is not limited to the following:

- The consultant may perform surveying services to confirm property lines, perform or establish record surveys for City-owned property and preliminary topographic surveying for City projects prior to design or repair.
- The consultant team may be tasked with preparing and recording all documentation required for the City to verify and provide certification for projects that will utilize federal funding.
- Laying out staking for roadways, sidewalks or paths, underground utilities, storm drainage facilities, buildings or other appurtenances during project construction may also be required.
- Reviewing survey records and projects that will need to be recorded under the City's direction as needed.

## **7. PLANNING**

**Scope of Work:** Provide support to City staff as needed to complete a variety of general municipal planning, and development project review support work that may include, but is not limited to, the following:

- Review of project permit applications for code compliance in a timely manner, keeping in mind the deadlines for the City to issue a final decision by law.
- Communicate and coordinate with applicants, their consultants, and other City department staff.
- Prepare staff reports and recommendations in a timely manner.
- Present reports to and/or testify before the City's Hearing Examiner, Planning Commission, and City Council (as needed).
- Keep track of project permit applications in the review process, to ensure that a final decision issues in a timely manner.
- Provide additional planning services as requested.

## **8. FIRE PROTECTION ENGINEERING**

**Scope of Work:** Fire Protection Engineering services are intended to support the City's existing Building Department plan review and building inspection staff with on-call services specific to this discipline, with a focus on multi-story buildings and smoke control. The plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to fire protection, suppression, and smoke control plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required, and the City may request that inspection services be provided specific to this discipline.

### **PROFESSIONAL SERVICE CATEGORIES ANNUAL AVERAGE EXPENDITURES**

<b>Number</b>	<b>Type of On-Call Contract Service</b>	<b>Average Annual Expenditure</b>
<b>1</b>	Transportation Planning and Engineering	\$250,000
<b>2</b>	Civil Engineering Support	\$250,000
<b>3</b>	Building Department Support	\$30,000
<b>4</b>	Geotechnical Engineering	\$30,000
<b>5</b>	Wetlands/Critical Area Consulting	\$25,000
<b>6</b>	Professional Land Surveying	\$25,000
<b>7</b>	Planning	\$75,000
<b>8</b>	Fire Protection Engineering	\$50,000

**NOTE: The City of Edgewood's annual expenditure for on-call services may fluctuate significantly due to city staffing, project volume & scope, and city capital project activity.**

**ON-CALL CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF EDGEWOOD AND**

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THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and \_\_\_\_\_, (hereinafter the "Consultant,") a \_\_\_\_\_ organized under the laws of the State of Washington on located and doing business at \_\_\_\_\_.

**RECITALS**

WHEREAS, the City requires \_\_\_\_\_; and

WHEREAS, the Consultant has agreed to provide \_\_\_\_\_;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

**TERMS**

**I. Description of Work.**

The Consultant shall perform \_\_\_\_\_ (describe the work here). The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

**II. Payment**

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement and shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. 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.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

### **III. 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.

### **IV. Duration of Work**

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on \_\_\_\_\_, unless extended by an amendment executed by the duly authorized representatives of the parties.

### **V. Termination**

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this

Agreement, which records, and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

## **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## **VII. Indemnification**

Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, 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 Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, 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. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **VIII. 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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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.
- C. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
- 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. The 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 Agreement 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.
- I. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

## **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

## **X. Ownership and Use of Records and Documents**

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. 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.

## **XI. City's Right of Inspection**

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

## **XII. Compliance with Federal, State, and Local Laws**

The Consultant shall 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.

## **XIII. 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 of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

## **XIV. Non-Waiver of Breach**

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

#### **XV. Resolution of Disputes and Governing Law**

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 of the City of Edgewood to determine the term or provision's true intent or meaning. The City of Edgewood 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.

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's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

#### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

##### **CONSULTANT:**

NAME OF CONSULTANT

Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

##### **CITY:**

Attn: \_\_\_\_\_

City of Edgewood

2224 - 104<sup>th</sup> Avenue East

Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

#### **XVII. Assignment**

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

#### **XVIII. Modification and Severability**

No waiver, alteration, or 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.

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

#### **XIX. Entire Agreement**

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CONSULTANT**

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

Consultant: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF EDGEWOOD**

By: \_\_\_\_\_  
Daryl Eidinger, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

**Exhibit A**  
**Scope of Work**

**Exhibit B**  
**Rate Schedule**