

CITY OF KENNEWICK
REQUEST for PROPOSALS

COST ALLOCATION PLAN/COMPREHENSIVE FEE & RATE STUDY

General Information

The City of Kennewick is a growing eastern Washington City located in Benton County. The City has a City Manager-Council form of government, and operates as a Code City per RCW 35A. The City was incorporated in 1904 with a current population of approximately 68,570.

The City is a full-service municipality employing approximately 350 people to provide general government, public works, public safety, planning and community development, and recreational services. The City also operates a water and sewer utility.

Purpose

The City of Kennewick is requesting proposals for the development of a full cost allocation plan and a comprehensive fee & rate study for its development related services. A separate scope of work is provided for both studies.

Technical Information

The City will furnish the selected consultant with all reasonably available records and information, including financial reports, budgets, and other pertinent data. Additionally, the City shall provide staff support and assistance as required and agreed to in advance of the studies.

Written technical questions regarding this RFP/RFQ are preferred and should be directed to Dan Legard at City of Kennewick Finance Division, P.O. Box 6108, Kennewick, WA 99336 or via e-mail at dan.legard@ci.kennewick.wa.us. Please allow a minimum response time of 2 business days. Phone calls at (509) 585-4477 will be accepted for bona fide questions. Introductions or other conversations by phone will not be accepted.

Funding and Cost

A lump sum fee shall be negotiated with the finalist(s). It is anticipated that the contract will be an hourly rate with a not to exceed maximum amount. A cost proposal is required as part of the submission. During the final selection process, the City will discuss available project funds and a firm scope of work that will obtain the City's objectives within the funds available.

Schedule: The City would like all work performed under the contract completed by the consultant/vendor within 135 days of receiving the notice to proceed, with interim reports or draft results available for earlier consideration. This schedule shall be negotiated and discussed with the

finalist, but the City desires at least preliminary findings suitable for operational and budget considerations by that date.

Consultant/Vendor Qualifications

A statement is to be provided by the respondent who will serve as the primary consultant. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

- Name of governmental agency.
- Contact person's name, position and telephone number.
- Scope of service.
- Status and other comments regarding project.

Experience and expertise in writing and presenting reports for local government officials is desired, including the development of findings, conclusions and recommendations.

Proposal Submission and Award

Consultant/Vendor shall submit one signed original and **2** copies of proposal package. Additionally, the vendor shall submit **1** electronic copy of the complete proposal on a disc or flash drive. All proposals and accompanying documentation will become property of the City and will not be returned. Fax proposals are not acceptable. Proposals may be submitted by e-mail as long as they are provided in Adobe PDF format.

Award will be based upon a review and evaluation by a committee of City employees. Written submittals and oral presentations, if necessary, may be utilized in selecting the winning proposal. The following evaluation criteria, not listed in order of significance will be used:

- General approach and plans to meet the requirements of the RFP as well as overall ability to successfully complete the project within the stated schedule.
- Qualifications and experience of personnel.
- The Consultant's/Vendor's past performance on projects of similar size and scope.
- Total project cost.

The final selection, if any, will be that proposal which, in the opinion of the city after review of all submissions by the evaluation committee, best meets the requirements set forth in the RFP and is in the best interest of the City.

Proposals are due no later than September 20th, 2010 at 5 p.m. There will be no "pre-bid conference" or formal "bid opening". Qualifications and Proposals received by the deadline will be reviewed by the City, and selected firms may be invited to meet with selected city officials to discuss their proposal.

Respondents should allow sufficient delivery time to insure receipt on or before the deadline. Respondents assume the risk for the delivery method chosen. The City assumes no responsibility for

delays caused by any delivery service. All submittals and any accompanying documentation become the property of the City, become public information upon receipt and will not be returned.

Mail, Hand Delivery or Fed Express to:

US Mail Address

City of Kennewick
Attention: Dan Legard
210 W. 6th Avenue
P.O. Box 6108
Kennewick, WA 99336

Physical Address

City of Kennewick
Attention: Dan Legard
210 W. 6th Avenue
Kennewick, WA 99336

Submittal by facsimile will not be allowed for this request.

Submittal by email will be allowed for this request and should be submitted in PDF format to dan.legard@ci.kennewick.wa.us.

Contract/Purchase Order

The scope of work described herein may be authorized by Purchase Order, by Contract or both. If by contract, the City anticipates an hourly contract with a not to exceed figure to accomplish the Scope of Work. The final contract scope and schedule will be negotiated with the selected Consultant/Vendor. Please note terms and conditions are provided in the sample contract. Vendors should carefully review the Sample Contract to determine the stated requirements and terms.

One original copy of the RFP proposal will require original signature. It must be signed upon submittal. Signature will also be validated through a formal signature as part of the contract document itself.

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant/Vendor can propose. The Consultant/Vendor shall specifically stipulate that the proposal is predicated upon acceptance of all terms and conditions in the RFP.

Consultant/Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may provide for the incorporation of the Consultant's proposal. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.

This RFP does not, however, obligate the City to contract for services specified herein.

Timeline

This is to provide interested firms information about the schedule anticipated by the City. This is an estimate only, and may change.

- RFP release date: August 23,2010
- Submittals due: September 20, 2010
- Evaluate proposals: September 20, 2010 – September 24, 2010
- Phone Interviews (tentative, may or may not be scheduled)
- Announce apparent successful Consultant/Vendor: October 8, 2010

- Work begins: As soon as October 18, 2010 (or as mutually agreed upon)
- Work completed: February 28, 2011 (or as mutually agreed upon)

Revisions to RFP

The City reserves the right to modify this RFP and/or cancel or reissue this Request in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFP, it shall be the responsibility of the interested firms to obtain a copy of the addendum. The City shall make efforts to reach interested firms, but the responsibility shall be on the firms to insure that they have obtained current material. Addendums will be posted on the City website.

Acceptance Period

Submittals shall be good for **60** days from due date of RFP. Firms that take exception to this may be considered non-responsive and may be rejected.

Rejection of Submittals

The city reserves the right at its sole discretion to reject any and all Submittals received without penalty and not to issue a contract as a result of this RFP. The City also reserves the right at its sole discretion to waive minor administrative irregularities contained in any Submittal.

Responsible Consultant Criteria

The City shall consider only responsible Consultants/Vendors. Responsible Consultants/Vendors are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and integrity necessary to perform the requirements of the contract. The City may also consider references, financial stability, and any other information available to the City. Firms with an owner convicted within the past ten years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

The final selection, if any, will be that proposal which, in the opinion of the City after review of all submissions by an evaluation committee, best meets the requirements set forth in the RFP and is in the best interests of the city

Obligation to Contract and Costs

This RFP does not obligate the City to contract for services specified herein. The City will not be liable for any costs incurred by the Consultant/Vendor in preparation of a Submittal in response to this Request, in conduct of a presentation, or any other activities related to responding to this RFP.

Commitment of Funds

The City Manager and/or his/her designee are the only individuals who may legally commit the City to Expenditures of funds for a contract resulting from this RFP. **No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.**

Examination of RFP and Contract Documents

The submission of a response shall constitute an acknowledgment, upon which the City of Kennewick may rely that the Consultant/Vendor thoroughly examined and is familiar with the requirements and contract documents, and reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided. Failure or neglect of a submitter to examine such documents, work site(s), statutes, regulations, ordinances or resolutions, shall in no way relieve the submitter from any obligations with respect to the offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the same. A signed contract or purchase order furnished to the successful offer results in a binding contract without further action by either party.

Proprietary Information/Public Disclosure

Material submitted in response to this RFP shall become the property of the City.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the City and the Consultant/Vendor; thereafter the proposal shall be deemed public records as defined in RCW 42.17.250 to .340.

In the event a Consultant/Vendor desires to claim that portions are exempt from disclosure under the provisions of RCW 42.17.250 to .340, it is incumbent upon the Consultant/Vendor to identify those portions in the Consultants/Vendors proposal transmittal letter. The transmittal letter must identify the page and the particular exception(s) from disclosure upon which it is making its claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.

The City will consider a Consultant's/Vendor's request(s) for exemption from disclosure; however the City will make a decision predicated upon applicable laws. An assertion by a Consultant/Vendor that an entire volume of its proposal is exempt from disclosure will not be honored.

Communication with the City

All communications regarding this RFP are restricted and may only be made through the individual(s) listed below or as directed elsewhere in this RFP. Any oral communications will be considered unofficial and non-binding to the City. The City is not bound by information, clarification, or interpretation from other City officials or employees except as directed in this RFP. Consultants/Vendors should not contact any City officials or employees other than the individual(s) listed below or as directed in this RFP. Failure to observe this requirement may be grounds for rejection of the firm's submittal. Interested firms may submit inquiries to the City prior to the submittal deadline. Following submittal, the City will not receive additional requests, inquiries or information from any Consultant/Vendor. The only request that the City will accept shall be information regarding the anticipated award date and/or a list of companies that submitted.

John Noble, Purchasing Manager
(509) 585-4313 Fax (509) 585-4313
Email: john.noble@ci.kennewick.wa.us

Dan Legard, Finance Manager
(509) 585-4477 Fax (509) 585-4254
Email: dan.legard@ci.kennewick.wa.us

Submittal Requirements

Consultant/Vendor is specifically notified that failure to comply with any part of the Request for Proposal may result in rejection of the proposal as non-responsive.

All proposals must be on eight and one-half by eleven (8 ½ X 11) inch paper, with tabs separating major sections. The major sections shall include the **technical specifications (work plan)**, the **management specifications**, and the **cost proposal** section.

Appendix "A" must be signed

At a minimum, the City of Kennewick requires that Consultant/Vendor proposals address all criteria in this section and the Scope of Work section. Proposals shall be prepared in three (3) parts as follows:

Technical Specifications:

- The technical proposal must contain all work requirements necessary to accomplish the tasks as defined in the Scope of Work section. It will outline the proposed approach, methodology, work plan, and schedules to accomplish the tasks and to produce the deliverables.
- State completely as possible, what the City wants, such as; 1) Description of all project requirements; 2) description of plan to accomplish tasks, study, project, etc.; and 3) required involvement of city staff, if any.
- For each task/requirement listed in the Scope of Work provide whether or not vendor can satisfy the requirement. Provide additional information regarding your solution that you deem appropriate.

Management Specifications: The management proposal must contain the following information;

- General and legal information about the individual or firm, including name, legal status, SSI or EIN Number, UBI Number, etc.
- Contact information including address, telephone, email, and fax, etc.
- A Statement of Qualifications of the proposed project team members, including identification of the project manager. Include specific experience in the tasks outlined within the Scope of Work. Provide resumes' for all staff to be assigned. Consultant must commit that the staff identified in its proposal will be actually assigned to this project.
- In the event the Consultant intends to subcontract any of the proposed work stated in its proposal, the Consultant shall submit the information required above for each proposed subcontractor.

- A list of at least three client references, including names addresses and telephone numbers and briefly describe the type of service required. Consultant must grant the City permission to contact all references provided.

Cost Proposal:

- Identify all costs Consultant/Vendor will charge for performing the tasks necessary to accomplish the objectives of this RFP. The costs must breakout all expenses expected to be billed to the City. Provide a cost proposal which includes the estimated number of project work hours by each task/requirement, and the cost of each task/requirement. Include a list of hourly rates of proposed project team members.

Scope of Work

Task 1- Full Cost Allocation Plan and OMB Circular A-87 compliant plan

Project tasks shall include, but are not necessarily limited to, the following. If the consultant feels that additional tasks are warranted, they should be clearly identified in their proposal.

- (1.) Work with selected City staff to define the purpose, uses and goals for an overhead cost allocation plan to ensure that the developed plan will be both accurate and appropriate for the City's current needs. This includes conducting interviews as needed to gain an understanding of the City's business processes and operations.
- (2.) Develop and prepare a detailed Full Cost Allocation model to calculate the full costs of providing City services. Identify any unallowable costs under OMB Circular A-87 and prepare a cost allocation model in accordance with the principles of OMB Circular A-87.
- (3.) Present "Draft" Cost Allocation Plans to City Management for staff review. Collect and document comments and concerns from staff. Following discussion with staff the consultant will make the agreed upon changes to the plan.
- (4.) Present the revised draft study report to the City Council to facilitate their understanding of the study and its implications for the City. Make necessary adjustments as deemed appropriate. This presentation will be under the guidance and at the discretion of the City Manager.
- (5.) Prepared final plans for both the Full Cost Allocation Plan and OMB Circular A-87 Plan. Provide three hard copies of the final plan as well as one electronic searchable Adobe PDF file.
- (6.) Provide City staff with a copy of the electronic model utilized to prepare the plans so that updates can be performed internally each year.
- (7.) Consult with City staff should the need arise to defend the cost allocation plan as a result of audits or other external challenges.
- (8.) The Consultant should recommend other tasks deemed appropriate to achieve the objectives of this task.

Task 2- Comprehensive Fee & Rate Study (Development Related Services)

Project tasks shall include, but are not necessarily limited to, the following. If the consultant feels that additional tasks are warranted, they should be clearly identified in their proposal.

- (1.) Incorporate the results of the completed Full Cost Allocation Plan as a basis to conduct a comprehensive review of the City's development related fees, rates and charges and develop a comprehensive fee study for the City. For purposes of this RFP, "development related fees" consist of the City's planning, engineering and other permitting fees associated with building and construction in the City, excluding any such charges associated with the City's water and sewer utility.
- (2.) Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's User Fee Study to ensure that the study will be accurate, appropriate, and complete to meet the needs of the City. Review project schedule and answer questions pertaining to the successful completion of the study.
- (3.) Identify, document and classify the City's current fees and charges and analyze potential new user fees and recommend areas to include in the study.
- (4.) Compile data to develop the total costs of providing services associated with each fee included in the study.
- (5.) Compare service costs with existing recovery levels and determine the necessary and appropriate rate of recovery for all fees included in the study based on all relevant factors including statutory limitations, market conditions, practices of neighboring cities and cities with similar profiles, best practices and other policy and service level considerations.
- (6.) Recommend potential new fees and charges for services that the City currently provides but does not have any fees and/or charges established.
- (7.) Prepare a draft study report that identifies each fee covered in the report and provides the cost of providing the service as well as current and recommended cost recovery levels. The report should also contain comparisons with other local Cities and an estimate of the additional revenue that would be generated if the new fee rates are implemented.
- (8.) Present the draft study report to City management. Comments and concerns should be collected during the draft phase for potential revisions to the study as requested by the City.
- (9.) Present the revised draft study report to the City Council to facilitate their understanding of the study and its implications for the City. Make necessary adjustments as deemed appropriate. This presentation will be under the guidance and at the discretion of the City Manager.
- (10.) Participate in presentations of the draft study to community stakeholders including citizens, developers and local business leaders.

- (11.) Prepare a Final fee study report and provide 3 bound copies, a single searchable PDF file and one electronic copy to the City.
- (12.) Consult with City staff should it become necessary to defend the City's User Fees and Rates as a result of any legal or other challenge.

Appendix "A"
Certifications and Assurances

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of **30** days following receipt, and it may be accepted by the City without further negotiation at any time within the 30-day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of the City whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I understand that the City will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the City, and I/we claim no proprietary right to the ideas, writings, items, or samples.
5. I/we warrant that, in connection with this procurement:
 - (a) The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
 - (b) Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Consultant/Vendor and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor.
 - (c) No attempt has been made or will be made by the Consultant/vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
6. I further certify that, except as noted below, the Firm or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person or Firm, by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

7. Bidder further certifies that they are not on the Comptroller General's list of ineligible contractors/vendors.

Signature

Date

SAMPLE AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this ____ day of _____, 2010 by and between the City of Kennewick, PO Box 6108, 210 W. 6th Avenue., Kennewick, WA 99336, (hereinafter called the "City"), and _____ (hereinafter called the "Consultant").

WITNESSETH:

1. GENERAL DESCRIPTION OF WORK:

The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.

2. SCOPE OF WORK

The Consultant shall provide _____ services for the _____. Services to be provided are detailed in the attached Proposal _____, Exhibit "A" and are made part of this Agreement.

3. GENERAL REQUIREMENTS

The Consultant shall attend coordination meetings, progress and presentation meetings with the City or such Federal, community, State, City, or County officials, groups or individuals as may be requested by the City. The City will provide the Consultant sufficient notice prior to meetings requiring Consultant participation.

The Consultant shall prepare a monthly progress report, in a form approved by the City, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

4. TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by _____, 2011.

5. PAYMENT

The Consultant shall be paid a Lump Sum Amount of _____ Dollars (\$ _____), by the City to complete the services rendered under this Agreement. Such payment shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section 2, Scope of Work.

The maximum total amount payable, by the City to the Consultant under this Agreement, shall not exceed the above lump sum amount.

Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month. To provide a means of verifying the invoiced salary costs for the Consultant's employees, the City may conduct employee interviews. These interviews may consist of recording the names, titles, salary rate, and present duties of those employees performing work on the Project at the time of the interview.

The Consultant and his/her sub consultants shall keep available for inspection by representatives of the City, the State and the United States for a period of three years after final payment the cost records and accounts pertaining to this Agreement and all items relating to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

6. EMPLOYMENT

Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

7. OTHER PARTIES

It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party.

8. OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, and other work products prepared pursuant to this Agreement, will become the property of the City upon payment to the Consultant of his fees as set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out

of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice, by registered mail, or mailed to the other party at his usual place of business. In the event this contract is terminated by the Consultant, the City will be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.

If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid for services performed down to the time of such termination or suspension an amount equal to the costs incurred at the date of termination as mutually agreed upon between the City and the Consultant.

10. DISPUTE RESOLUTION

The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If both parties are unable to mutually agree to resolve the claim by arbitration, the claim will be resolved by legal action. Arbitration of all claims will be in accordance with the Arbitration Rules of the American Arbitration Association.

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Benton County.

12. ATTORNEY'S FEES

Attorney's fees which are reasonable and costs, including those on appeal, if appeal is taken, shall be allowed to the prevailing party by any court hearing a dispute under this Agreement.

13. **INSURANCE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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.

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 Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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 insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

The Consultant's insurance shall be endorsed to state that the coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work

14. INDEMNIFICATION / HOLD HARMLESS

Consultant 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality. The Consultant makes no warranties express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

17. EQUAL OPPORTUNITY AGREEMENT

The Consultant agrees that he will not discriminate against any employee or job applicants for work on this Agreement for reasons of race, sex, nationality or religious creed.

18. PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or

unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

19. CHANGES OF WORK

The Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement, when required to do so by the City, without additional compensation thereof.

Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 20, Extra Work.

20. EXTRA WORK

The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as Extra Work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF KENNEWICK, WASHINGTON

CONSULTANT

Interim City Manager

ATTEST:

APPROVED AS TO FORM:

VALERIE LOFFLER
City Clerk

LISA BEATON
City Attorney