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MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR QUALIFICATIONS

City of Spokane, Washington

RFQ NUMBER: 4476-18

DESCRIPTION: FEASIBILITY STUDIES FOR BOSCH LOT RECREATIONAL AMENITIES AND SCOPE DEVELOPMENT OF PREFERRED ALTERNATIVES

DUE DATE: MONDAY, JULY 23, 2018
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Connie Wahl, C.P.M., CPPB
Purchasing

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane Parks and Recreation Division (City) is seeking the services of a multi-disciplinary design team (Firm) to conduct feasibility studies, site plans and preliminary design efforts for various potential recreational amenities on Parks property adjacent to the Spokane River.

The City owns the property on both sides of Bridge Avenue between Monroe Street and Lincoln Streets. The property located on the north side of Bridge Avenue, known as “Bosch Lot”, is approximately 1.13 acres in size. This parcel currently functions as a surface level parking facility and a portion of the site houses a Combined Sewer Overflow tank. The parcel located on the south side of Bridge Avenue, known as Veteran’s Park, is approximately .67 acres and currently functions as a passive park providing views of the river.



The selected Firm shall consist of a professional recreational designer and/or a qualified recreational design Firm to harmoniously perform as the project lead. In addition to the design lead, the team may include the following sub-consultants: landscape architecture, specialty recreational consultants, civil engineering, surveying, and geotechnical services are included in this scope of work. The selected Firm must consider land use, ownership restrictions, and site access requirements.

Adjacent to Riverfront Park, the Bosch Lot currently functions as a surface level parking lot and a portion of the property houses an underground Interceptor Storage facility. The property is situated at the nexus between the existing Centennial Trail and the existing West boundary of Riverfront Park. The objectives of this project are to a) maximize the space on this site for recreation (passive and active), b) bring the Centennial Trail to the Park in a more purposeful, pedestrian-friendly manner, and c) extend the boundary of Riverfront Park to the Monroe Street

Bridge. The purpose of including Veteran's Park is to provide flexibility in blending the two uses into a seamless experience.

The purpose of this study is to assess the feasibility of different opportunities for recreation and passive space on the site. A list of proposed components is addressed in Section 2 of this RFQ; however, the list is not intended to be exhaustive. It is our expectation that the team of subject matter experts selected in this RFQ process will provide additional alternatives for evaluation. Several potential alternatives will be vetted through the Park's Executive Team which acts as the committee oversight for the Riverfront Park Redevelopment and related projects. The intent is for the Executive Team to select up to 3 preferred alternatives to be developed and brought forward for further public input.

It is the expectation of the City that these two studies will work in tandem. Once the feasibility of the parking garage is assessed and the footprint defined, the City will provide that information to the Recreation study. The garage footprint and Bridge Ave. realignment will serve as stationary boundaries for the recreational amenities. The garage footprint will also serve as the boundary for the surface level trailhead parking.

1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must have five (5) years of experience in the area of urban public open spaces, public recreational facilities and multidisciplinary projects.

1.3 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQ is tentatively scheduled to begin on or about October of 2018 and to end in June of 2019. A tentative project schedule follows:

Contract Begins	September, 2018
Contract Work	Sept 2018 – June 2019
<i>Site Footprint Received from Structural Team</i>	<i>December 14, 2018</i>
<i>30% Roadway Design Received from Structural Team</i>	<i>February 2, 2019</i>
Public Engagement Process with Preferred Alternatives	May, 2019
Delivery of Final Recommendations and supporting documents	June, 2019

The initial contract for preliminary engineering may be extended to include final design work at the sole discretion of the City and subject to mutual agreement. The initial work is the only work that will be contracted in the beginning and any work on final design, if the City decides to proceed, would occur through contract amendment.

1.5 DEFINITIONS

Definitions for the purposes of this RFQ include:

Architectural, Specialty Consultant - Individual or Firm selected by the City to provide design and engineering services on behalf of the City.

City – The City is the City of Spokane, a Washington State municipal corporation, the Agency whom is issuing this RFQ.

Construction Cost – That portion of hard costs normally associated with a construction contract, which includes the cost of materials, labor and all necessary equipment to put those materials in place, as well as inclusive of the prime contractor's overhead and markup.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Program Manager - City employee who manages Project Management Team (City PMT).

Proposal – A formal offer submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Riverfront Park Redevelopment Project – Capital improvement program for Riverfront Park which implements a \$64.3 million citizen approved bond and additional funding identified to successfully carry out the Riverfront Park Master Plan.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified, but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to submit their qualifications, experience, and approach for evaluation by the City.

Scope of Work – outlined overview of the work to be performed for the Project that will inform contract negotiations and resulting contract.

1.6 ADDENDA

It is the responsibility of Proposers to check the Purchasing Webpage <https://my.spokanecity.org/administrative/purchasing/current-projects/> for Addenda or other additional information that may be posted regarding this Request for Qualifications.

1.7 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

- Evaluate the feasibility of the several potential components for consideration in the final site plan for the Bosch Lot Development. Veteran's Park property is included to ensure the user's experience is seamless and coordinated. The potential elements are included but not limited to the following:
 - Skate/wheels Park
 - Parkour/Bouldering
 - Sport Court/Basketball Court
 - Pump Track
 - Trailhead Amenities: Vendor/Rental Facilities, Bike Storage/Locker Rooms, etc.
 - Park Gateway and Connectivity Enhancements
 - Wayfinding and Signage
 - Parking Alternatives conditional to results of Parking Structural Study
 - Centennial Trail Connection – Re-sloping of riverbank to decrease gradation of incline up to Bridge Avenue.
 - Redesign of Veterans Park Shelter and Overlook
- Consider current site designations and usage restrictions
 - RCO (Washington State Recreation Conservation Office) Site Designation
 - CSO (Combined Sewer Overflow) Site Restrictions – usage, allowable structures adjacent to tanks, and required maintenance access and schedule
 - Coordination with and responsiveness to Bridge Avenue realignment and parking structure feasibility study results
- Provide preliminary budget estimates for each considered element and the final recommendation
- Coordinate and work through the RFQ Coordinator for required delivery milestone integration between both active studies
- Work with Executive Team to narrow down alternatives for public input process which would then be further developed for public input/feedback. (Three (3) concepts will be taken to the public).
- Generate public presentation quality drawings, maps, comparison graphics, and models as needed for the alternatives selected by the Executive Team for public outreach.
- Provide a final recommendation for the site in a report format to include but not limited to the final recommendation sketches, site plan maps, construction and design schedules, and project budget broken into the design, construction phases.

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Kara Heatherly, City of Spokane
Integrated Capital Management, 2nd Floor
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3343
(509) 625-6988
kheatherly@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications	July 11, 2018
RFQ's Due	July 23, 2018
Proposal Evaluation	July 23 – August 3, 2018
<i>Optional: Interview with Short-listed Firms</i>	<i>August 20-24, 2018</i>
Negotiate Contract	September, 2018
City Council Contract Approval	September/October, 2018
Begin Contract Work	October, 2018

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. PREPARATION OF ENVELOPES

Place each copy of the Proposal in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED PROPOSAL - IMPORTANT"

"RFQ #4476-18 FEASIBILITY STUDIES FOR BOSCH LOT RECREATIONAL AMENITIES
AND SCOPE DEVELOPMENT OF PREFERRED ALTERNATIVES"

"DUE: MONDAY JULY 23, 1:00 PM"

YOUR COMPANY NAME

B. SUBMISSION OF PROPOSALS

By signature on the Letter of Submittal, prospective Proposers certify that they comply with all terms and conditions set out in this Request for Qualifications.

Proposals shall be delivered to the City no later than 1:00 p.m. PST on Monday, July 23, 2018. The City reserves the right to not consider Proposals received late.

Submit Seven (7) copies of the Proposal, as follows:

Original paper Proposal, Five (5) paper copies, and One (1) reproducible digital copy (cd or thumb drive) in Adobe Acrobat format to:

City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201-3316

Do not split up electronic Proposal copy into more than 4 electronic documents. Uploading multiple electronic documents can be labor intensive and viewing Proposal copy as a whole during evaluation may be more difficult.

NOTE: Proposals will not be accepted by fax or email

The City Purchasing Department is not responsible for Proposals delivered late. It is the responsibility of the Proposer to be sure their Proposal is sent sufficiently ahead of time to be received **no later than 1:00 PM local time** on the due date.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. The City reserves the right to not consider Proposals received late. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, note that additional time is required to receive a visitor's pass, and gain entrance to the building.

Sealed Proposals will be publicly acknowledged at 1:15 p.m., Monday July 23, 2018 in the City of Spokane - City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, it shall be posted as an addendum to the RFQ on the Purchasing Webpage <https://my.spokanecity.org/administrative/purchasing/current-projects/>.

The City also reserves the right to cancel or reissue the RFQ in whole or in part, prior to final award of a contract.

3.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.7 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.8 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.9 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

3.10 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

3.11 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.12 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

3.13 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal. Use recycled paper whenever practicable. **Proposals shall not exceed twenty (20) pages in length, single sided, 11-point font. Divider or tab sheets must be void of project specifics related to the Proposal.** The letter of submittal, cover/end or divider sheets, resumes, and insurance certificate will not be included in the 20-page count limitation. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Technical Proposal.
3. Management Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
3. Location of the facility from which the Firm would operate;
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 "SCOPE OF SERVICES" and including the following elements:

1. **PROJECT APPROACH / METHODOLOGY** – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project.
2. **WORK PLAN** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFQ. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
3. **PROJECT SCHEDULE** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
4. **DELIVERABLES** – Fully describe deliverables to be submitted under the proposed project.

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT

1. PROJECT TEAM STRUCTURE / INTERNAL CONTROLS - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.
2. STAFF QUALIFICATIONS / EXPERIENCE – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in the following areas: public recreational facility, urban public open spaces, and multidisciplinary projects.
2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the list provided.

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the

Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Technical Proposal – 50% 50 points

Project Approach/Methodology	10 Points (Maximum)
Quality of Work Plan	20 Points (Maximum)
Project Schedule	10 Points (Maximum)
Project Deliverables	10 Points (Maximum)

Management Proposal - 50% 50 points

Project Team Structure/ Internal Controls	15 Points (Maximum)
Staff Qualifications/Experience	25 Points (Maximum)
Experience of the Firm	10 Points (Maximum)

GRAND TOTAL FOR WRITTEN PROPOSAL

100 POINTS

5.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the City elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

5.4 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A PROPOSAL. The City Council shall make the award of contract or purchase. Unsuccessful proposers will not automatically be notified of Proposal results.

5.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

6.3 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.4 TERMINATION

Either party may terminate this contract by sixty (60) days written notice to the other party.

6.5 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

6.6 COMPLIANCE WITH WAGE PAYMENT STATUTES

Contract will require a certification of compliance with wage payment statutes. A certification form will be sent with the contract to be signed by an authorized representative of the Firm stating that within the three year period immediately preceding the Proposal solicitation date, the Firm is not a "willful" violator as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

6.7 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.8 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract.

The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

7. RFQ ATTACHMENTS

Interceptor Storage Tank Drawings can be found at the following link:

<https://ftp.spokanecity.org/?ShareToken=ADFE08A55E972AA8C69D76A806C05CE163EE9C1>

Password: 365LW40P