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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: #4506-18**

**DESCRIPTION: Consulting Engineering Services - WTEF Ash Handling Building,  
Ash Handling Equipment and Wet Scrubber Repairs**

**DUE DATE: MONDAY, JANUARY 7, 2019**  
**No later than 1:00 p.m.**

**DELIVERY BY MAIL:**

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

**HAND DELIVERY:**

City of Spokane – “My Spokane” Service Desk  
1st Floor – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3316

## TABLE OF CONTENTS

<b>1. Introduction .....</b>	<b>1</b>
1.1 Introduction.....	1
1.2 Inquiries.....	1
1.3 Project Background .....	1
1.4 Period of Performance.....	2
1.5 Definitions.....	2
1.6 Contracting with Current or Former City Employees .....	2
<b>2. General Information.....</b>	<b>3</b>
2.1 Submission of Proposals .....	3
2.2 Proprietary Information/Public Disclosure .....	3
2.3 Revisions to the RFQ.....	4
2.4 Acceptance Period.....	4
2.5 Responsiveness .....	4
2.6 Most Favorable Terms.....	4
2.7 Preparation Costs of Proposals .....	4
2.8 No Obligation to Contract .....	5
2.9 Rejection of Proposals.....	5
<b>3. Proposal Content and Format .....</b>	<b>5</b>
3.1 Overview of the Work .....	5
3.2 Organization of the Consultant's Response .....	6
<b>4. Proposal Evaluation .....</b>	<b>7</b>
4.1 Consultant Selection Process .....	7
4.2 Award of Contract.....	8
4.3 Debriefing of Unsuccessful Proposers .....	8
<b>5. Contract Requirements .....</b>	<b>9</b>
5.1 Minority & Women-Owned Business Participation .....	9
5.2 Insurance Coverage .....	9
5.3 City of Spokane Business License.....	10
5.4 Anti-Kickback.....	10
5.5 Disputes .....	10
5.6 Nondiscrimination .....	10
5.7 Liability .....	10

# **REQUEST FOR QUALIFICATIONS FOR CONSULTING ENGINEERING SERVICES**

## **WTEF Ash Handling Building, Ash Handling Equipment and Wet Scrubber Repairs**

### **PART I. INTRODUCTION**

#### **1.1 INTRODUCTION**

The WTEF is seeking a qualified contractor to support its continuing effort to maintain the Ash Handling Building, Ash Handling Equipment and Wet Scrubber System.

The ash building, ash handling equipment and wet scrubber are original equipment and systems were designed, built and have been in use since the plant was constructed in 1990. From years of use and the corrosive environment in which the building and equipment are in it is necessary to inspect and make plans for building and equipment to be replaced and or repaired.

An engineering inspection report and recommendations have previously been conducted. These materials will be provided to help in scope and decision making process.

A selection committee will evaluate qualifications based on the consultants' references, experience, and stated technical and administrative capabilities to achieve the project's objectives.

#### **1.2 INQUIRIES**

Inquiries and other communications about this Request for Qualifications shall be through the City of Spokane Solid Waste Disposal, Waste to Energy Facility. 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 and Purchasing:

David Paine, CPMM  
Plant Manager/Solid Waste Disposal, Waste to Energy Facility  
(509) 625-6878  
dpaine@spokanecity.org

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

#### **1.3 PROJECT BACKGROUND**

The City of Spokane, Solid Waste Disposal, Waste to Energy Facility (WTEF) commissioned an assessment of its Ash Handling Equipment and Building to identify and prioritize repairs in support of its maintenance effort. The assessment resulted in two (2) separate reports being published.

The first report identified four (4) emergency repairs with engineering solutions that have been addressed and are not included in the scope of this document

The subsequent report is the basis for, and guiding document to be used in developing a response that will identify a vendor capable of providing the Engineering and Construction Management Services to be used by the WTEF to obtain competitive bids for the necessary repairs. This report and other information can be downloaded from the following .ftp site.

<https://ftp.spokanecity.org/?ShareToken=7E07747436E51C64714ADE4EA24FC0F49E01504E>

**Password is: RFQ#4506-18**

## **1.4 PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFQ is tentatively scheduled to begin on or about February 1, 2019 and to end on December 31, 2020.

## **1.5 DEFINITIONS**

Definitions for the purposes of this RFQ include:

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

**Consultant** – Individual or company who's Proposal has been accepted by the City and is awarded a fully executed, written contract.

**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.

**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.

## **1.6 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.

## **PART II. GENERAL INFORMATION**

### **2.1 SUBMISSION OF PROPOSALS**

By signature on the commitment letter, 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. PDT on Monday, January 7, 2019. The City reserves the right to not consider Proposals received late.

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 #4506-18 Consulting Engineering Services - WTEF Ash Handling Building,  
Ash Handling Equipment and Wet Scrubber Repairs**

**“DUE: MONDAY, JANUARY 7, 2019 - 1:00 P.M.”**

**YOUR COMPANY NAME**

**Submit Two (2) copies of the Proposal, as follows:**

**Original paper Proposal and One (1) reproducible digital copy (cd or thumb drive)  
to:**

**DELIVERY BY MAIL:**

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

**HAND DELIVERY:**

City of Spokane – “My Spokane” Service Desk  
1st Floor – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3316

**NOTE: Proposals will not be accepted by fax or email**

The Purchaser is not responsible for Proposals delivered late. It is the responsibility of the Proposer to be sure the Proposals are 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. City Hall is now a secured building.

Sealed Proposals will be publicly acknowledged at 1:15 p.m., Monday, January 7, 2019 in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

## **2.2 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 Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the Proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of 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 should be directed to the RFQ Coordinator

## **2.3 REVISIONS TO THE RFQ**

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all who receive the RFQ.

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

## **2.4 ACCEPTANCE PERIOD**

Proposals must provide sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

## **2.5 RESPONSIVENESS**

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

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

## **2.6 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 on the most favorable terms which the Consultant can propose. 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

## **2.7 PREPARATION COST OF PROPOSALS**

The City shall not be liable for any costs incurred by a firm in preparing or submitting a Proposal, in conduct of a presentation, or any other activities related to responding to this RFQ. Submitted materials become the property of the City and will not be returned. Submitted Proposals constitute public records which are subject to review and copying by a person making an appropriate request for public record.

## **2.8 NO OBLIGATION TO CONTRACT**

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

## **2.9 REJECTION OF PROPOSALS**

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

# **PART III. PROPOSAL CONTENT AND FORMAT**

## **3.1 OVERVIEW OF THE WORK**

The qualifications of the contractor selected will best support the needs, operating philosophies and parameters of the City of Spokane WTEF and its operating permits. The proposal is to include a detailed description of the approach the contractor plans to take to accomplish the task at hand. It must include at a minimum how they plan to:

- Manage the Project from beginning to end including a proposed timeline of events (preferably in a Microsoft Project venue)
- Inspect and gather data to support an accurate written Condition Report
- Analyze and utilize the data collected during the inspection
- Detail the repairs vs replacement options by providing examples that showcase projects they have successfully managed in support and have completed within the last 10 years

Deliverables and outcomes include but are not limited to:

- A brief description of the contractor qualification and how they are applicable to this project
- A list, with summary resumes outlining their experiences and areas of expertise, for each member of the proposed Team that will support this project
- A brief description of how the contractor plans to fulfill the requirements of this project
- A minimum of at least (2) two examples of similar projects the contractor has facilitated in the past (10) ten years that detail the original scope the desired outcome and actual final outcome
- Cost Estimates to
  - Facilitate and manage the project including contractors and/or subcontractors
  - Conduct the necessary inspections
  - Develop a repair versus replacement plan as applicable
  - Develop engineering cost estimates for the recommended repairs
  - Work with the COS to develop work scopes to support procurement efforts

- The development of timelines of events broken down into phases
  - Phase I
    - Lead the Kick-of Meeting to
      - Discuss the details of the project
      - Discuss Safety and Environmental concerns
      - Identify the necessary data required
      - Conduct a site visit
      - Discuss the proposed project management strategy
      - Establish key update intervals to completion of Phase I
    - Development and submission of a timeline for Phase I
    - Development of the inspection process
    - Implementation of the inspection process
    - Analyze the data collected as a result of the inspections and previous reports
    - Submission of a Data Summary and Recommendations Technical Memorandum that includes but is not limited to
      - General work scopes
      - Proposed priorities of work scopes
      - General drawings and pictorial representation supporting recommendations
      - Engineering cost estimates for work scopes
      - A timeline and duration estimate for work scopes
  - Phase II
    - Lead the Kick-off Meeting to
      - Review the details of the project
      - Review Safety and Environmental concerns
      - Discuss the Data and Recommendations Technical Memorandum
      - Finalize work scopes (repair vs. replacement)
      - Finalize work scope priorities
      - Establish key update interval to completion of Phase II
    - Develop and present for review
      - Detailed repair/replacement drawings
      - Develop detailed work scopes
    - Submit of a Work Scope Summary with Drawings Technical Memorandum outlining the final work scopes and drawings to be sent to Procurement
    - Assist the COS
      - In the review of the bid submittals
      - Selection of the winning bidders
  - Phase III
    - Lead the Kick off Meeting to
      - Review the details of the project
      - Discuss Safety and Environmental concerns
      - Meet with the winning bidders
      - Develop a contact list for the POC's for each contractor
      - Establish a hierarchy of command
      - Review the proposed timeline of event and priorities of work



- Establish key update intervals to completion of Phase III
- Make any necessary changes to the timeline of work
- Provide Oversight and Management for all aspects of the work scopes
- Submit a Detailed Summary of Repairs as Left with Drawings and Pictures Technical Memorandum with sections for each contractor and/or subcontractor
- Phase IV
  - Lead the Contractor Close Out Meeting
    - To Review
      - Cost overruns
      - Obstacle to progress
      - Contractor performance
    - Discuss the Detailed Summary for Repairs Technical Memorandum
  - Discuss the development of a Planned Maintenance Technical Memorandum that will guide the COS going forward in its effort to maintain the Ash House, Ash Handling Equipment and Scrubber System
- Phase V
  - Lead the discussion in the Planned Maintenance Technical Memorandum
    - Who needs to be involved in the development
    - What needs to be included
    - How it will be formatted
    - Timeline to completion
  - Submit a draft of the Planned Maintenance Technical Memorandum
  - Review of the draft of the Planned Maintenance Technical Memorandum with COS
  - Finalize and submit of Planned Maintenance Technical Memorandum

### **3.2 ORGANIZATION OF THE CONSULTANT'S RESPONSE**

The Consultant's response to the RFQ shall include as a minimum the following items:

- 1) A Letter of Commitment shall be signed and dated by a person authorized to legally bind the Consultant 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 Commitment is to include the following information about the Consultant and any proposed subcontractors:
  - a) 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.
  - b) Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
  - c) Location of the facility from which the Consultant would operate.
  - d) 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.
  - e) Acknowledgement that the Consultant will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise agreed by the City.
- 2) A statement of the situation and objectives of the study in the consultant's own words.

- 3) The consultant's qualifications in at least the following areas:
  - a) Field investigation
  - b) Project management and oversight
  - c) Structural analysis and design
  - d) CAD
  - e) Demolition and destruction of electrical and communication equipment, installation, repair and maintenance of same
  - f) Maintenance and rehabilitation of structures
  - g) Life Cycle analysis
  - h) Facility Construction, repair and maintenance
  - i) Project costing
  - j) Permitting issues and requirements, including local, state and federal levels
  - k) Plumbing installation, repair and maintenance
- 4) A staffing plan listing:
  - a) Personnel who will be responsible for carrying out the study.
  - b) A description of qualifications, skills (e.g., brief résumés) and responsibilities for each principal investigator.
  - c) The consultant's project manager shall be specifically identified.
  - d) A statement of the current assignment of staff including their location.
- 5) A list and description of all tasks, responsibilities and qualifications of any sub-consultants who may be used in the work. All work will be the full responsibility of the prime consultant.
- 6) References of former clients and summaries of previous work completed within the last five (5) years that demonstrate the consultant's ability to perform this scope of work.
- 7) A formal statement of non-discrimination in employment from the prime consultant and any sub-consultants.

In order to assist the committee in evaluating the consultant's overall qualifications, the response shall also include a brief description of the approach the consultant perceives as necessary to accomplish the stated objectives (e.g. inspection process, schedule for implementation, etc)

## **PART IV. PROPOSAL EVALUATION**

### **4.1 CONSULTANT SELECTION PROCESS**

Responses received in reply to this RFQ will be evaluated on the likelihood of the consultant meeting the requirements therein. The evaluation will be based on the technical and administrative capabilities of the consultant in relation to the project goals. A committee of professional engineers and laypersons will review the consultant Statements of Qualifications according to the following criteria:

- 1) Understanding the qualifications: (10 points)
  - a) The response will be evaluated to assess the consultant's understanding of the qualifications needed for the work, and issues that should be addressed.
- 2) Technical approach: (20 points)
  - a) The consultant's qualifications will also be weighed in relation to the consultant's overall perceived approach for accomplishing the objective requirements. This approach should clearly outline any specific data and process required to complete the City's objectives as discussed in this RFQ. The Technical approach will also need to include proposed procedures for obtaining, processing, and evaluating the required data.

- 3) Staff Capabilities: (20 points)
  - a) The proposed staffing should demonstrate suitable experience and skills in project management and oversight, maintenance and rehabilitation of similar structures, knowledge of structural, electrical and mechanical inspection processes, testing, and corrosion control of steel structures in environmental conditions similar to those encountered in the WTEF Ash Handling Area; life cycle analysis, cost levels for this area, public involvement and all permitting issues. Experience in project communication to public officials, stakeholders and the general public is also expected throughout the process.
- 4) Management Capability: (30 points)
  - a) The consultant's response will be evaluated to determine the adequacy of management as evidenced by the staffing plan and lines of coordination and authority. Any intended use of sub-consultants in performance of the work must be documented as to their availability and relationship to the other staff. Letters of commitment are required.
- 5) Time required to complete the work: (20 points)
  - a) Currently it is estimated that the inspection phase of the project would be completed within a 60 day window from the notice to proceed. The repair scope recommendations with drawings and details should be submitted within 30 days from the completion of the inspection. The identification, award and notice to proceed with the agreed upon repairs will begin within 45 days from the receipt of the repair scope. The consultant's commitment to meet or exceed the established times will be very important.

The review committee anticipates a substantial response to this RFQ. Consequently, consultants are encouraged to keep their submittals concise and to-the-point. **Lengthy submittals do not contribute to thorough review.**

The Consultant Selection Committee will review the responses and develop a "short-list" of what the committee determines to be the most qualified respondents. These consultants may be invited to interview with the committee if the committee deems it necessary. Final selection of the most qualified consultant will be made soon thereafter.

## **4.2 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. The City Council shall make the award of contract or purchase. Unsuccessful proposers will not automatically be notified of Proposal results.

## **4.3 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 Consultant'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.

## **PART V. CONTRACT REQUIREMENTS**

### **5.1 MINORITY AND WOMAN-OWNED BUSINESS PARTICIPATION**

The City of Spokane recognizes there is a need to provide the maximum practicable opportunity for increased participation by minority and women-owned business enterprises (MBE's and WBE's). The City therefore establishes the following laudatory goals for this contract:

MBE	6%
WBE	4%
Or a combined total of	10%

Selection of the successful applicant will not be based on meeting these laudatory goals. Achievement of the above goals is encouraged. Accordingly, each Proposer will be required to take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned business:

- a) Including qualified minority and women's businesses on solicitation lists;
- b) Ensuring that minority and women's businesses are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- d) Establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- e) Using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprises

### **5.2 INSURANCE COVERAGE**

During the term of the contract, the Consultant 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;
- 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 Consultant'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 two [2] 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 sixty (60) days written notice from the Consultant or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Consultant 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, the sixty (60) day cancellation clause, 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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

### **5.3 CITY OF SPOKANE BUSINESS REGISTRATION**

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 Vendor 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 Vendor 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.

### **5.4 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.

### **5.5 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.

### **5.6 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 Contractor 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 Contractor.

### **5.7 LIABILITY**

The Consultant 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 Consultant's negligence or breach or its obligations under the contract. The Consultant's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Consultant's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Consultant, its officers and employees shall apply only to the extent of the negligence of the Consultant, its officers and employees. The Consultant's duty to indemnify shall

survive termination or expiration of the contract. The Consultant waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.