

CITY OF TUKWILA
REQUEST FOR PROPOSALS CONSULTANT SERVICES
Tukwila Community Center Business Plan and Recreation Programming Plan
Due Friday, **September 22, 2023, 5:00 p.m.** (Pacific Standard Time)

The City of Tukwila (City) is issuing a Request for Proposal (RFP) to all qualified consultants to assist the City with a 1) Community Center Business Plan and a 2) Recreation Programming Plan. The City seeks professional expertise in authentic public engagement- particularly working with communities of color, and immigrant populations, as well as experience in business and operational planning, cost of service analysis and Recreation program planning. Respondents may respond to one or both requested scopes of work. The project will require engaging the community, facility and program users, neighbors, and other stakeholders, many who do not speak English as their primary language.

Please review the full RFP following this notice

All RFQ submittal information should be sent to: ParksRFPinfo@tukwilawa.gov
Faxed or mailed submittals will not be accepted.

Submittals received by the City will be acknowledged/confirmed via email as soon as possible upon receipt. Qualifications received later than the submittal due date and time will not be accepted. Please reference "Program and Business Plans RFP" on all communications.

For respondents responding to one scope of work (Scope A or B):

The Letter of Interest and Statement of Qualifications (SOQ) shall be submitted addressing the specified scope of work using a font size of 12 or greater while text within charts and/or graphs may be smaller than 12 point but must be a readable size font. Page margins must maintain ½ inch margins and **not exceed the equivalent of a total of fifteen (15) single-sided sheets**, not including requested staff resumes and the Non-Collusion Certificate (Appendix A).

For respondents responding to both scopes of work (Scope A and B):

The Letter of Interest and Statement of Qualifications (SOQ) shall be submitted addressing both scopes of work using a font size of 12 or greater while text within charts and/or graphs may be smaller than 12 point but must be a readable size font. Page margins must maintain ½ inch margins and **not exceed the equivalent of a total of thirty (30) single-sided sheets**, not including requested staff resumes and the Non-Collusion Certificate (Appendix A)

Questions regarding the proposal will be accepted by email ONLY to John Dunn, Recreation Superintendent at ParksRFPinfo@TukwilaWA.gov

Pursuant to State regulations, a qualifications-based selection process will be used to select a consultant for this project. The selection will be made from the submitted proposals and subsequent evaluations.

Published Seattle Times: September 8, 2023

Published Daily Journal of Commerce: September 8, 2023



**City of Tukwila Parks and Recreation
COMMUNITY CENTER BUSINESS PLAN and
RECREATION PROGRAMMING PLAN
Request for Proposals (RFP)**

RFP Opening Date/Time: August 28, 2023, 5:00 P.M. (PST)

RFP Closing Date/Time: September 22, 2023, 5:00 P.M. (PST)

All questions and RFP's must be submitted electronically to the Project Manager for this work, John Dunn, Recreation Superintendent, at ParksRFPinfo@tukwilawa.gov

Questions and responses will be shared publicly via a link on the City of Tukwila's Parks and Recreation Project and Planning webpage:

<https://www.tukwilawa.gov/departments/parks-and-recreation/projects-and-planning/>

Submittals received by the City will be acknowledged/confirmed via email as soon as possible upon receipt. Qualifications received later than the submittal due date and time will not be accepted. The City will not be liable for delays in delivery. Respondents accept all risks of late delivery emailed proposals regardless of fault. **Faxed or mailed submittals will not be accepted.**

Please reference "Program and Business Plans RFP" on all communications.

The City of Tukwila reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This Request for Proposal does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful respondent must comply with the City of Tukwila equal opportunity requirements. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, or disability. The contracted vendor for this project will be expected to comply with all Federal, State, County, and City codes and regulations applicable to such work and perform the work in accordance with the requirements and edifications of the contract documents.

The City of Tukwila Parks and Recreation Department (TPRD) invites the assistance of interested firms or individuals **to respond to one or both** of the following distinct and separate Scopes of Work:

- 1) Scope A: Business Plan for the Tukwila Community Center
- 2) Scope B: Recreation Program Plan for the Department.



REQUEST FOR PROPOSALS

The City of Tukwila, Washington, seeks the assistance of interested firms or individuals:

- 1) to develop a new business plan for Tukwila Community Center. The City is seeking requests for qualifications to complete the plan that include a set of recommendations for the future operation, maintenance, capital repair, improvement and replacement, marketing, and management of the Community Center based on sound market and facility research.
- 2) to define the strategies, services and direction for Tukwila Parks and Recreation Department's public recreation programming that is financially sustainable, culturally appropriate, physically and economically accessible and meets the needs of the residents of Tukwila- particularly communities of color, immigrant populations, persons with disabilities and other underserved populations while in alignment with city-wide and departmental goals.

The City is soliciting the following:

- 1) a letter of interest,
- 2) statements of qualifications (SOQ), which includes a description of experience in public agency business and strategic planning and recreation program assessment and planning and a scope of services in response to the scope(s) of work (see submittal instructions below).

BACKGROUND

Tukwila Community Center

Tukwila Community Center (TCC) is approximately 48,000 square feet, containing a large reception area, fitness facilities, locker rooms, gymnasium, meeting & classrooms, banquet halls, preschool room, youth room, teen room, and administrative offices. It serves as a regional hub for various local meetings and programs. It is host to large nationally known events to small private parties. Meetings held have been as large as 600 people and year-round special events with more than 1000 people.

The facility was designed by ARC Architects and constructed by Berschauer Phillips Construction in 1997. The building was designed to be a multi-use facility to house administrative offices, programs, events, community rental spaces and informal drop-in opportunities. The original design included a dedicated wing to serve as a senior center, provision of Human Services, meeting rooms, banquet halls and various fitness facilities including 2 racquetball courts.

Over time, spaces and uses have changed. While there is no longer dedicated space for seniors, older adult recreation activities are still held at TCC. Other meeting rooms have been transitioned into dedicated spaces for Youth, Teens and Preschool programs. Human Services staff have relocated to City Hall and TCC's racquetball courts have been



converted into a ride studio and fitness space. TCC is home to the Tukwila Parks and Recreation Department and serves as the headquarters for staff and operations.

TCC staff provide reception, registration and rental services for department visitors, recreation participants, and rental customers. Staff issue fitness passes, register participants for programs, manage department phone lines, process payments, monitor facility use, respond to incidents and open/close the facility. In addition to the marketing and promotion of community and business gatherings and events through the rental of meeting rooms and activity spaces, TCC staff are also responsible for the administration of park, picnic shelter and field rental opportunities.

TCC is typically open to the public Monday-Thursday from 6:30a to 8:30pm, Fridays from 6:30am-5:30pm, Saturday 7:30a to 12:30pm, and closed on Sundays. Additional hours of operation for programs and rentals occur Friday nights, Saturdays, and Sundays. Hours vary based on season and scheduled programs, events, and rentals. This facility is typically open more than 100 hours a week for business, programs, and rentals.

While the facility is operated by the Parks and Recreation Department, the City's Public Works Department maintains responsibility for building maintenance, custodial services, repairs, and capital improvements/replacement.

Balanced with the rentals and events, recreation staff provide a wide variety of programs from preschool to senior activities and all ages between. There is a robust fitness class schedule and fitness room usage.

Budget details include:

	2023	2024
Operating Rev	\$195,570	\$195,570
Operating Exp*	\$834,733	\$858,966
Difference	(\$639,163)	(\$663,396)

**excludes: Department Administrative and Recreation Programming and staffing costs*

There are no dedicated capital repair/replacement funds to address flooring, furniture, fixtures and equipment.

TCC includes 1.75 (.75 unfilled) full-time equivalent (FTE) skilled and trained staff members that work in facility rentals & customer service. In addition, operations are supported by recreation staffing and extra labor. Administrative support is also provided with an additional 1.0 FTE from Administration.

The City seeks the development and implementation of a business plan to guide fiscal and operational decision making and methods to reduce/eliminate barriers to maximize community value and benefit while achieving performance targets.



Recreation Programs, Arts and Events

TPRD provides a broad range of safe, high-quality recreation, health, wellness, fitness, sports, enrichment and arts programs and special events responsive to the needs, abilities, and interests of the diverse community. Popular programs have included a preschool program, youth and teen programs including Teen Night, Camp Tukwilly, Summer Free Meals, mobile recreation, senior meals, trips and tours, pickleball tournaments, and martial arts. Noteworthy special events have included music in the park series, First Friday music and movies, Bark in the Park, Juneteenth Celebration, You Got Next Basketball, Touch a Truck, National Night Out, and Spirit of Giving.

Fees and charges are administered to offset activity and operational costs and are informed by cost recovery goals that intend to balance the cost burden on who benefits from the service, who generates the need and cost of a service, hardship that may be posed by a full cost fee, impacts on demand and institutional barriers that contribute to historical inequities. A youth and family scholarship program provides a low-barrier process for obtaining financial assistance.

Recreation programs are supported by seasonal, contracted, part-time, and full-time expertise as well as volunteers and are executed year-round, typically planned on a seasonal basis (e.g. Fall, Winter, Spring, Summer). Programs and services are marketed through the City’s website, social media channels, direct mailings, customer emails, recreation/activity guides, school district publications, postings in area businesses and residential areas, and community signage.

TPRD routinely collaborates with community and partner organizations, like Global to Local, Still Waters, Healthpoint, Tukwila and Highline School Districts, Tukwila Children’s Foundation, Starfire Sports, Tukwila Pool Metropolitan Park District, Rotary Club of Seatac-Tukwila and Westfield Southcenter.

Budget Details Include:

	2023	2024
Operating Rev	\$174,200	\$174,200
Operating Exp*	\$2,386,026	\$2,522,504
Difference	(\$2,211,826)	(\$2,348,304)

**excludes: Department Administrative and TCC Business Operations and staffing costs*

Recreation programming is provided by 7.75 FTE (1 unfilled). In addition, programming is supported by extra labor, contracted instructors, and volunteers. Administrative support is also provided by an additional 1FTE from Administration.



City of Tukwila

Allan Ekberg, Mayor

Parks & Recreation Department – Pete Mayer, Director

Key Functions Include:

Social, Cultural, Physical and Educational Programs and Activities	Preschool, Youth, Teen, Adult, Senior Adult and Family Programming
Special Event Planning & Execution	Free Youth Summer Meal and Snack Program
Adaptive and Specialized Recreation Services	Senior Meals and Meals on Wheels Services

Guided by the Park, Recreation and Open Space Plan (PROS), Older Adults Recreation Program Plan, and Green Tukwila Stewardship Plan, a variety of social, cultural, physical and educational recreation activities are planned, promoted and conducted at Tukwila Community, area schools, city parks and other public spaces.

While these plans provide insightful guidance, the City desires a more in-depth and exclusive assessment of its recreation programs and services and seeks assistance in developing a more formal recreation program planning, costing and evaluation model and implementation framework.



Scope of Work (Scope A)

I. Business Plan

The vendor will be expected to provide review drafts of their work product and present options, analysis and recommendations to customer focus groups, Park Commission, City Council subcommittees, the City Council and others as circumstances and needs warrant.

The scope of desired work includes but may not be limited to the following:

- A) Review background research and relevant historical records, interviews with people familiar with facility operations, interviews with customers and community leaders and national research on best practices in community center operations.
 - B) Evaluate and analyze the utilization, user/visitor profile, space allocation and operational structure of the community center, including current management practices and systems, business and service functions, flexibility and multi-use capabilities, audio-visual/technology amenities and services, staffing levels and credentials, policies, procedures, job descriptions and training. Recommend and develop model systems, practices, policies, and procedures. Identify, recommend and prioritize improvements.
 - C) Determine the equitability of access and evaluate access barriers, diversity of offerings, amenities, features and services, and fee structures and make recommendations to meet the needs of community members and others. Evaluate the individual and holistic use of TCC, including the current informal and formal (i.e., dedicated) use of rooms, areas, spaces, and offices (interior and exterior spaces), as well as availability/scheduling of such areas and identify and recommend the highest and best use to meet community, city and policy goals and priorities.
 - D) Evaluate and analyze the local area and provide a multi-year marketing plan to include print, radio, internet, social media, sponsorship, and partnership opportunities.
 - E) Analyze local community centers for such trends as visitation, participation data, fee structures, amenities, features, services, etc. and how these trends impact the Tukwila market share and financial performance. Provide recommendations on improving the competitive position of TCC while ensuring current and future community needs are adequately served.
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- F) In coordination with other consultants to be retained by the City of Tukwila who will be engaged in a city-wide space utilization study, public facility condition assessment and risk, threat, and vulnerability project:
 - a. review the community center for efficiency, maintenance upkeep and physical integrity.
 - b. Identify capital improvements that are required to maintain the community center in a competitive market condition and estimate the associated costs and incremental revenues that will result. Identify and evaluate options to fund an ongoing and sustainable capital improvement program. Provide recommendations for a six-year capital improvement program.
 - c. Identify administrative, physical, and operational safety and security controls and improvements to reduce threats and risks and increase the safety of Center patrons and staff.
- G) Identify and recommend a cost recovery model addressing direct, indirect and overhead costs, equity and access, resident and non-resident factors, classification/types of use, revenue opportunities and other relevant considerations and recommend a new fee structure and fee policy
- H) Develop potential scenarios and options and prepare a ten-year financial projection for the community center for each.,
- I) Develop a recommended annual operating and maintenance budget and capital repair/replacement program.
- J) Identify and recommend new revenue opportunities and expenditure controls.
- K) Establish key performance indicators for community center operations, maintenance, and overall performance.



Scope of Work (Scope B)

II. Recreation Programming Plan

The vendor will be expected to provide review drafts of their work product and present options, analysis and recommendations to customer focus groups, Park Commission, City Council subcommittees, the City Council and others as circumstances and needs warrant.

The scope of desired work includes but may not be limited to the following:

- A) Review background research and relevant historical records, including the Tukwila Teen and Senior Intergenerational Center planning process (2021), Parks, Recreation and Open Space (PROS) Plan (March 2020), Older Adults Recreational Services Needs Assessment (March 2019), Strategic Arts Plan (under development), other relevant plans and initiatives, surveys and interviews with people familiar with recreation programming, interviews and focus groups with customers and community leaders and national research on best practices in recreation programming.
 - B) Analyze participation usage and determine areas of growth and emphasis of outreach needs.
 - C) Evaluate current programming in comparison to the needs of the community. Identify strengths, weaknesses, opportunities, and threats (SWOT). Make recommendations to address the SWOT analysis and meet current and future community needs.
 - D) Determine equitability of access and what the Parks and Recreation Department is not providing that it should be. Additionally, who isn't being served, why and recommendations on how to address.
 - E) Identify core program areas, age/demographic segments and/or other classifications to effectively meet the needs of the community.
 - F) Establish a program lifecycle model to determine the stage of growth or decline of programs and to inform the overall mix and "freshness" of services.
 - G) Identify barriers (e.g. language; economic; social; cultural; physical, etc.) to recreation participation and key strategies to reduce and eliminate.
 - H) What tool or measurement process should the Department utilize to ensure needs are being met within the changing demographics of the community?
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- I) Tools to better describe and articulate who, how and to what extent the community is participating in Department programs and services and the value being derived from them.
- J) Identify full costs of delivering programs and services and developing cost recovery targets for each core program area and select special events.
- K) Develop a pricing strategy based on the cost-of-service analysis and adjusted to market factors and policy goals.
- L) Evaluate and analyze the operational structure of recreation programming, including current management practices and systems, staffing levels and credentials, policies, procedures, job descriptions and training. Identify and recommend prioritized changes and refinements.
- M) Establish key performance indicators.
- N) Identify, assess, and recommend indoor (e.g. community center, Justice Center, Sullivan Center, Tukwila Schools, Tukwila Pool, Foster Golf Links Clubhouse, etc) and outdoor venues (e.g. Foster Golf Links, parks, picnic shelters, trails, fields, sport courts, etc.) to better meet programming needs and priorities.



III. Submittal Instructions

All RFQ submittal information should be sent to: ParksRFPinfo@tukwilawa.gov

Submittals received by the City will be acknowledged/confirmed via email as soon as possible upon receipt.

Faxed or mailed submittals will not be accepted. Qualifications received later than the submittal due date and time will not be accepted. The City will not be liable for delays in delivery. Respondents accept all risks of late delivery of emailed proposals regardless of fault. Please reference "Program and Business Plans RFP" on all communications.

For respondents responding to one scope of work (Scope A or B):

The Letter of Interest and Statement of Qualifications (SOQ) shall be submitted addressing the specified scope of work using a font size of 12 or greater while text within charts and/or graphs may be smaller than 12 point but must be a readable size font. Page margins must maintain ½ inch margins and **not exceed the equivalent of a total of fifteen (15) single-sided sheets, not including requested staff resumes and the Non-Collusion Certificate (Appendix A).**

For respondents responding to both scopes of work (Scope A and B):

The Letter of Interest and Statement of Qualifications (SOQ) shall be submitted addressing both scopes of work using a font size of 12 or greater while text within charts and/or graphs may be smaller than 12 point but must be a readable size font. Page margins must maintain ½ inch margins and **not exceed the equivalent of a total of thirty (30) single-sided sheets, not including requested staff resumes and the Non-Collusion Certificate (Appendix A)**

- A) A history and a description of the range of services offered by the respondent.
 - B) Key Team Members Resumes: Summaries or biographies of the respondent's staff that will be assigned to the City of Tukwila Parks and Recreation Department. Include name, background, special skills, number of years with the firm and years of experience. Identify the respondent's representative assigned to manage the City's project.
 - C) Project Understanding: A detailed description of the respondent's approach and vision for the project. Respondents should indicate the critical factors they recommend exploring to address the Scope(s) of Work.
 - D) Adherence to Schedule: Provide a projected timeline/schedule with the respondent's process and methodology to meet the proposed project schedule including confirmation of staff availability.
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- E) Estimated Budget: Provide an estimated budget to accomplish each of the requested Scope(s) of Work.
- F) Project List and References: Provide a list of relevant projects (with an emphasis on recreational facilities & programming, both public and private) to which the respondent participated in providing professional strategic, business and operational services as a consultant or sub-consultant. The individual project details shall include:
 - (1) Name of Project
 - (2) Project Location
 - (3) Brief Project Scope
 - (4) Client Contact Information
 - (5) Professional Service Rendered
 - (6) Status (Consultant or Sub-consultant)
 - (7) Project Budget
 - (8) Project Schedule Duration (Start Date – Completion Date)
- G) Business License: Provide a statement to the effect that the respondent understands and agrees to obtain a City of Tukwila business license as a requirement for performing these services. A business license application can be found at <https://www.tukwilawa.gov/departments/finance/business-licensing/>
- H) Respondent Conduct and Non-Collusion Certificate: Prospective vendors are prohibited from discussing the RFP and the selection process with City staff, except as provided for in this RFP. Failure to do so may be grounds for disqualification from the process. Additionally, respondents must include a completed notarized Non-Collusion Certificate (see Attachment A) with their submittal.

IV. Communications – Request for Information, Clarifications and Addenda

Any questions regarding the submittal process and/or the technical aspects of the project should be directed via email to: ParksRFPinfo@tukwilawa.gov Only email communications are accepted. All questions will be responded to via e-mail from the project manager for this work, John Dunn, Recreation Superintendent.

Questions and responses will be shared publicly via a link on the City of Tukwila's Parks and Recreation Project and Planning webpage:

<https://www.tukwilawa.gov/departments/parks-and-recreation/projects-and-planning/>



V. Preliminary Estimated Schedule

This preliminary schedule is subject to revision at any time.

Milestone	Target Dates
1. RFP Issued	August 28, 2023
2. Qualifications Due	September 22, 2023
3. Screening, Selection and Contracting	September-November 2023
4. Notice to Proceed	November 2023
5. Preliminary Draft Plans	May-June 2024
6. Final Plans and Presentations	June-August 2024

VI. Method of Selection

The City will evaluate the qualifications based on statement quality and qualifications, as further detailed below.

The City of Tukwila Parks and Recreation Department (TPRD) may, solely at its own option, extend the RFP deadline and/or seek additional Submittals with this or a similar RFP in the event that TPR, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the TPR's needs and/or that award of a contract arising from this RFP would not be in the public interest.

The City of Tukwila reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This Request for Qualification does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services. All materials submitted in response to this RFP shall become the property of the city upon delivery and not returned.



The City shall convene a Selection Panel that will review responses to this Request for Qualifications. A limited number of respondents considered to be the most qualified may be selected for subsequent interviews.

A) Criteria for Award:

Evaluation Criteria	Evaluation Points Maximum
1. Demonstrates a thorough understanding of project purpose(s), objectives, scope(s) and timelines. Demonstrates	25
2. Qualifications of key personnel and project team	25
3. Demonstrated experience conducting public sector business and strategic planning and comprehensive recreation program assessments and plans	20
4. Quality of previous performance and experience with projects of similar scale and scope	20
5. References	10
Total	100

- A) The qualified respondents will be asked to be available for a 30-minute presentation on their recommended approach for the project and up to a 30-minute interview. Presentations and interviews shall be made either virtually, using Zoom or MS Teams, or in-person subject to scheduling.
- (1) After interviews, and based upon information learned during the interviews, each Committee member will rank the respondents in order of preference and a consolidated final panel ranking established.
- B) The panel shall forward its recommendations in accordance with the ranking to the Tukwila Parks and Recreation Director which shall, at their sole option, authorize negotiations of a contract.
- C) Upon selection of a respondent, the City intends to enter into an agreement using its standard Professional Services Agreement, which shall be used to secure these services. See Attachment “B” for a sample contract.



Attachment “A” - NON-COLLUSION CERTIFICATE

STATE OF)

COUNTY OF)

The undersigned, being duly sworn, deposes, and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Tukwila for consideration in the award of a contract on the project described as follows:

Community Center Business Plan and Recreation Programming Plan RFP

(Name of Firm)

CORPORATE SEAL:

By: _____
(Authorized Signature)

_____ Printed Name:

Title: _____

Date: _____

Subscribed and sworn (or affirmed) to before me this _____ day of _____ 2023.

NOTARY SEAL:

Notary Public

Name as commissioned

Commission Expires



Attachment “B”: Sample Contract Agreement

PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and _____, hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform _____ services in connection with the project titled _____.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending _____, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than _____ unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “B” attached hereto, provided that the total amount of payment to the Consultant shall not exceed _____ without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.



- E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.
5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The 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.
- Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. **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. 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 Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the



Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

- F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.



13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney’s Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or



City of Tukwila

Allan Ekberg, Mayor

Parks & Recreation Department – Pete Mayer, Director

agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

**** City signatures to be obtained by City Clerk’s Staff ONLY. ****

**** Consultant signature to be obtained by sponsor staff. ****

CITY OF TUKWILA

CONSULTANT:

By: _____

Allan Ekberg, Mayor

Printed Name: _____

Title: _____

ATTEST/AUTHENTICATED:

Christy O’Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney