



# **CITY OF DUVALL**

## **ON-CALL CONSULTING SERVICES - PW AND DCD**

### **REQUEST FOR QUALIFICATIONS**

ISSUE DATE: March 25<sup>th</sup>, 2025  
SUBMITTALS DUE: April 15<sup>th</sup>, 2025 - Noon submittal (12:00 PM PDT)

### **REQUEST FOR QUALIFICATIONS (RFQ)**

The City of Duvall is seeking consultants to fulfill our needs for On-Call Consulting Services in up to seventeen (17) specialties; your firm is invited to express its interest in this opportunity to the City. The City will consider individual firms for each specialty but reserves the right to select a consultant for multiple specialties if staff feels it will best serve the City.

### **RFQ SPECIALTIES/CONTRACTS**

#### **Public Works / Utilities**

- Engineering Plan Review Services
- Environmental Services and Monitoring
- General Civil Services (x2)
- Sewer & Wastewater Treatment Services
- Survey Services and Development Review
- Transportation Services and Development Review
- Water Distribution Services

#### **Community Development / Planning / Building Department**

- Building Plan Review, Inspections, and Structural Review
- Environmental Review, Plan Review, Inspections, and Policy Work
- Landscape Plan Review and Inspections
- Hearing Examiner Services
- Planning (Current Development Review)

#### **Shared**

- Arborist Services, Development Review, Community Assistance, and Inspections
- Architectural, Review and Operations
- Geotechnical and Materials Testing Services
- GIS Support Services
- Tree Maintenance Services

## POINT OF CONTACT

Gavin Harrold, Project Manager  
City of Duvall  
PO Box 1300  
Duvall, WA 98019  
Phone: (425) 939-8045      Email: [gavin.harrold@duvallwa.gov](mailto:gavin.harrold@duvallwa.gov)  
CC: [pm@duvallwa.gov](mailto:pm@duvallwa.gov)

Questions will be answered in writing and posted in the Public Purchase portal and on the City's website's Current Projects, Bid Opportunities section at: <https://www.duvallwa.gov/303/Current-Projects>. It is the responsibility of individual firms to check this website for any amendments or Q & As related to this RFQ.

**SOQs shall be submitted to the Public Purchase Portal.** Information on the submittal process is explained below.

## BACKGROUND

The City of Duvall (City) lies in the northeast corner of King County, just a short drive from Monroe, Redmond, Bellevue and Woodinville. Bordered by the Cascade Mountains and foothills to the east, the beautiful Snoqualmie River and farming valley to the west. The City strives to retain its charming heritage and keep its rural, small town feeling. Incorporated in 1913, the City's roots lie in the logging and farming industries. In 2023, the City is home to approximately 8,500 people, many who have moved here to capture a bit of that "country living" small town feeling. A Mayor and a seven-member City Council govern the City.

The City's 59.5 budgeted FTEs employees provide police, parks, streets, water, sewer and storm water services to its residents and the city is served by King County Fire District 45 for fire services. The City's employees work hard to consistently maintain a reputation as one of the safest cities in King County and the State of Washington.

The City also offers many beautiful parks & trails and is host to a variety of cultural, art, historical and holiday related events throughout the year, ranging from Duvall Days, SummerStage (concerts in the park) and the Light Up Duvall holiday event.

Find more information about the City at [www.duvallwa.gov](http://www.duvallwa.gov).

## CONTRACT DESCRIPTION

Duvall is on a two year (plus one optional, additional year) consultant on-call contract cycle. Our last round of contracts starting in June 2022 and are set to expire at the end of June 2025. Duvall has a goal of selecting and approving contracts with qualified consultants during June Council meetings to avoid any gaps in service coverage.

These contracts are on-call in nature and will include authorization of tasks, at the sole discretion of the City & it's designees; in general support of City operations, staff, or for investigative & development related purposes. The not-to-exceed contract amount is not a guarantee of any amount work and reflects the estimated historical needs of the City. Contracts are expected to be for two (2) year terms with a one-year optional extension. By submitting a Statement of Qualification, the consultant is agreeing to the terms and language of the City's Contract for Professional Services as shown in Attachment A.

## SCOPE OF SERVICES

The role of an on-call consulting engineer (or specialty consultant) requires a broad level of skill and experience in specific or multiple civil engineering or related disciplines. All selected consultants must provide proof of professional certification in the specialty they are requesting.

The Scope of Services presented below for each specialty is intended only to illustrate some of the services likely needed for each specialty. The final work plan will be mutually agreed in terms of scope of work, expertise of the Consultant, and availability of budgeted funds. All contracts will be written with an "other services as needed" line to include any services missed in the scope. Some contract descriptions include expect/budgeted projects that the City plans to use on-call services for during the next biennium.

Consultants must have the ability to quickly respond to task orders, including, but not limited to, emergency work and permit review. Consultants are expected to have the ability to respond on-site in Duvall to an emergency within 48 hours of a call. Additionally, permit review consultants shall have the staffing capacity to review and return permits within three working weeks of assignment. Project inspections shall be scheduled within three business days of request and completed within three weeks of the request.

## Public Works / Utilities

- **Engineering Review:** Development review services included, but not limited to, engineering review of proposals. Task orders typically include review of development plans for conformance with local, county, state and federal codes, geotechnical review, traffic impact analysis review, and any other reviews necessary for site developments. **Estimated yearly contract amount: \$50,000.**
- **Environmental Services and Monitoring:** Typical services include review of wetland mitigation projects for permit conformance and development of reports for submittal to the Army Corps of Engineers. Duvall has a multi-year obligation to monitor Coe-Clemon's Creek after our 2024 3<sup>rd</sup> Avenue Culvert Replacement Project, so that work will extend the entire length of the contract. Additional services may include preliminary evaluation for environmental impacts to capital projects. **Estimated yearly contract amount: \$20,000 + Coe-Clemons and Main Street Monitoring.**
- **General Civil Services (two contracts):** Small project assistance that may include engineering cost estimates, preparation of plan sheets, bid documents, and other engineering services. This consultant is anticipated to be multi-disciplinary including knowledge of roadway design, hydraulics and hydrology, but actual work will be determined by consultant's ability. **Estimated yearly contract amount: \$25,000.**
- **Sewer & Wastewater Treatment:** Project assistance and design including, but not limited to, project scoping and planning, sewer and wastewater treatment engineering, sewer collection system evaluation and repairs, system modeling, cost estimates, preparation of plan sheets and specifications, bid documents, permit assistance, grant scoping, outreach and community meeting presentations, GIS support services, I&I exploration, and other engineering services related to sewer & wastewater treatment design. The City plans to use this contract for the redesign of our Cherry Brooke Lift Station (2025) and WWTP CIP Upgrades WWTP-2, 4, 7, including generator inspections, electrical upgrades and adding sprayers to our anoxic tanks (2025/26). **Estimated yearly contract amount: \$25,000+ 2 CIPs.**
- **Survey Services and Development Review:** Small survey projects including, but not limited to, detailed topographic and hydrographic mapping, private boundary and public right of way determination, right of way plan preparations, preparation and review of legal descriptions, imaging, geodetic surveying services, preparation of base drawings in AutoCAD 3D, construction surveying, and survey for development confirmations. The selected firm must have a history with boundary line adjustments and survey for final plat recordings. The consultant shall

be licensed to work within the State of Washington. **Estimated yearly contract amount: \$20,000.**

- **Transportation Services and Development Review:** Project assistance and design, including but not limited to, project scoping and planning, roadway engineering, cost estimates, preparation of plan sheets and specifications, bid documents, permit assistance, grant scoping, outreach and community meeting presentations, and other engineering services related to roadway design. This selected consultant shall also have expertise of transportation modeling for maintaining, updating, and auditing the City's traffic models and concurrency testing. This contract is also expected to include services for to assist with Duvall's ADA transition plan update. The final decision on ADA services required will be determined during contract negotiations. **Estimated yearly contract amount: \$30,000 + ADA Transition Work.**
- **Water Distribution:** Project assistance and design that may include, but not limited to, project scoping and planning, water engineering, system modeling, cost estimates, preparation of plan sheets and specifications, bid documents, permit assistance, grant scoping, outreach and community meeting presentations, GIS support services, and other engineering services related to water design. The City plans to use this contract for design of two watermain projects; replacement of the Bruett watermain, CIP R2 (2025) and 1<sup>st</sup> Ave Looping, CIP L1 (2026). **Estimated yearly contract amount: \$20,000 + 2 CIPs.**

### **Development and Policy Support**

- **Building Plan Review, Inspections and Structural Review:** Provide services including, but not limited to inspections for fire and building codes and performing structural review. **Estimated yearly contract amount: \$70,000.**
- **Environmental Review:** Provide environmental services including, but not limited to, wetland, stream, animal habitat, and plan community identification. Task orders may include planning, inventory, delineation, permitting, regulatory compliance, design, implementation, monitoring, watershed analysis, grant writing, and construction management of mitigation. **Estimated yearly contract amount: \$80,000.**
- **Hearing Examiner Services:** Provide land use and public safety public hearing services. **Estimated yearly contract amount: \$10,000.**
- **Planning (Current Development Review)** Provide a variety of land use and community services which may include, but are not limited to, planning/policy development code amendments, urban design, economic development, transportation planning, park planning, development review, environmental

regulations, GIS support, and public outreach/community participation. **Estimated yearly contract amount: \$50,000.**

### **Shared between Public Works and Community Development**

- **Arborist Services and Development Review:** Provide a variety of arborist and urban forestry services including but not limited to, peer review of development applications, tree removal request support, tree protection policy implementation support, policy updates, tree health and risk assessments, testing, treatments, vegetation inventories, design and restoration recommendations, and reviewing refinement of existing or new regulatory codes. **Estimated contract amount: \$50,000.**
- **Landscape and Irrigation Plan Review and Inspections:** Provide services including but not limited to, landscape plan review, landscape policy implementation, inspections, and performance and maintenance reports. **Estimated yearly contract amount: \$25,000.**
- **Architectural, Review and Operations:** Provide services including, but not limited to, architectural plan review, architectural design, inspections for building codes, and performing structural review. **Estimated yearly contract amount: \$70,000**
- **Geotechnical & Material Testing Services:** Geotechnical engineer services, included but not limited to, geotechnical design recommendations, site exploration including soil sampling, surface and groundwater evaluations and soil testing, slope stability analyses reports, permitting, grant assistance, and other geotechnical services. Additionally, construction and preconstruction inspection services, including soil and rock material testing, pavement material and density testing, and concrete sampling. **Estimated yearly contract amount: \$25,000.**
- **GIS Support Services:** Maintain, update, and provide Quality Assurance/Control of City geodatabases for water, sewer, and storm assets, assist with coordination between our OpenGov system and GIS, and provide general GIS support to staff. **Estimated yearly contract amount: \$40,000.**
- **Tree Maintenance Services:** Contractor who is both a licensed and bonded tree removal and trimming company but also has certified arborists on staff. This contractor will be used for various projects including elimination of hazardous trees and branches, trimming trees to enhance health and safety, and emergency work after storms. **Estimated yearly contract amount: \$30,000.**

The estimated contract amounts listed above are not final and the City reserves the right to change the amount up or down during the contract negotiation phase. The estimates serve as a guideline for consultants to understand the estimated contract size.

## CONSULTANT QUALIFICATIONS

Consulting firms responsive to this Request should have extensive experience in providing design, review, and/or consulting services for public sector entities in the State of Washington. The consultant should be familiar with Public Works & Development design review processes. The successful consultant will assist and provide services necessary to advise the City and its staff in all elements of project development and/or review relating to the individual specialties.

## ADVERTISEMENT

Seattle Times ..... March 25<sup>th</sup> & April 1<sup>st</sup>, 2025  
Seattle Daily Journal of Commerce ..... March 25<sup>th</sup> & April 1<sup>st</sup>, 2025  
Public Purchase ..... March 25<sup>th</sup>, 2025  
Office of Minority and Women's Business Enterprises: ..... March 25<sup>th</sup>, 2025

## SOLICITATION & SELECTION SCHEDULE

Consultant Solicitation ..... March 25<sup>th</sup> & April 1<sup>st</sup>, 2025  
Deadline for Questions ..... April 10<sup>th</sup>, 2025 – (3:00pm)  
SOQ Submittal Deadline ..... April 15<sup>th</sup>, 2025 – (12:00pm)  
Short List Selection & notification ..... as necessary  
Interviews / Presentations ..... as necessary  
Final Selection (Anticipated) ..... May 13<sup>th</sup>, 2025  
Contract Negotiations Complete ..... as necessary  
Council for Approval ..... June 3<sup>rd</sup>, 2025

## SUBMITTAL REQUIREMENTS / PROCESS

The City is using Public Purchase to post, respond to inquiries, and **accept submittals**. To register with Public Purchase for free, go to the link provided below and follow the registration instructions under the section titled "Register for Free." (It can take up to 24 hours for an account to be activated, so make sure you register well ahead of the proposal deadline. Once you've registered, follow directions to register under the City of Duvall. This will allow you access to the request for qualifications, the ability to ask questions, read answers to questions others have submitted, and the ability to submit your proposal electronically.) Responses must be received in Public Purchase by the submittal deadline specified above. Mailed or hand submitted copies will not be reviewed.

Register with Public Purchase and the City of Duvall at:

<https://www.publicpurchase.com/gems/register/vendor/register>

This is a Request for Qualifications. Please submit a cover letter for the SOQ with the name of the firm, specialties that the firm would like to be considered for, the firm's principal place of business, and the name, telephone number, mailing address and e-mail address of the contact person. Do not exceed one (1) page for the cover letter. Ideally, submittals for this solicitation shall include the elements listed below for each specialty. Please do not exceed five (5) pages in length per specialty.

- I. **Project Understanding and Approach:** Please demonstrate the Consultant's understanding of this type of service contract. Discuss any methods of management, quality control, and coordination that will be used.
- II. **Project Experience/References:** Representative Projects - List a minimum of three (3) projects/contracts with scope or complexity similar to these on-call services from municipalities other than the City of Duvall. For each project/contract, please include:
  1. Dates of work
  2. Client name & Location
  3. Budget
  4. Description of Services provided
- III. **Project Team:** Provide a description of the Consultant's proposed team and general areas of expertise. Include specific experience of the project manager (PM) and team staff.

In addition to the cover letter and qualifications information, please provide the City with answers to the following questions.

- I. **Contract Terminations:** If your firm has had a contract terminated within the last five (5) years, describe each such incident.

The City will evaluate and at its sole discretion, may reject the proposal on the grounds of past contract terminations.
- II. **Legal Proceedings:** Identify any completed, on-going, or pending legal proceeding (arbitration, complaint, or contract action) filed by an owner or contractor against your firm for any project in the past five (5) years.
- III. **Conflicts of Interest:** Identify any individuals or entities associated with the Consultant who may have a conflict of interest with any activity of this project. Provide detailed explanation.

The City will evaluate and at its sole discretion, may disqualify consultants on the basis of conflicts of interest.

If the Consultant has no such conflicts of interest, so indicate.

Note: The cover letter and answers to the contract terminations/legal proceedings/conflict of interest do not count against the maximum page requirements.

## QUESTIONS / INQUIRIES / ADDENDA

Please direct any questions concerning this RFQ to the City's Project Manager contact listed in this RFQ. Questions received after the deadline identified in the Solicitation & Selection Schedule may not be considered. Unauthorized contact regarding this RFQ with City employees may result in disqualification of a submittal. Any oral communications will be considered unofficial and non-binding on the City. Answers to questions will be posted on the City's "Current Projects" webpage. It is the consultant's responsibility to check for questions/answer and addendums. Questions may take a few days to answer due to the size of the RFQ and the multiple departments involved.

## SELECTION PROCESS

Responses are anticipated to be reviewed by a staff committee consisting of members from Public Works or Community Development, depending on the category. The City reserves the right for other staff members and anyone appointed by the Mayor to join the review teams.

Evaluation of responses will be based on the following:

### **Statement of Qualifications - 35% (35 Points)**

- Demonstrated history experience in the focus area.

### **Project Team Structure / Experience and Expertise – 20% (20 Points)**

- Project Teams ability / flexibility with uncertain tasks & needs.

### **Previous Examples – 35% (35 Points)**

- General experience in planning, engineering, on-call services, municipal work.

### **Overall Proposal Presentation – 10% (10 points)**

- Factors to be considered include, but are not limited to, the thoroughness, responsiveness, completeness and overall quality of the proposal.

**TOTAL POINTS POSSIBLE = 100**

**Notification to Firms Submitting Proposals:** The City Project Manager will notify the apparently successful Consultants of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

## **CONSULTANT INTERVIEWS**

Based on the evaluation of the submittals as outlined above, and at the sole discretion of the City, the most qualified firms MAY be invited to an Interview with the Evaluation Team. Firms invited to any such interview will be provided with the evaluation criteria prior to the interview date.

## **TERMS AND CONDITIONS**

The City reserves the right to reject any and all responses to this RFQ and to waive irregularities and informalities in the submittal and evaluation process. This solicitation for Consultant Services does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a response. This solicitation does not obligate the City to accept or contract for any expressed or implied services. Furthermore, the City reserves the right to award the contract to the next most qualified Consultant if the selected Consultant does not execute a contract within thirty (30) days after the award of the proposal. The City's standard contract forms for Consultants will be the basis of terms and conditions.

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFQ (the "documents") become a public record upon submission to the City of Duvall, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

## **SYSTEM FOR AWARD MANAGEMENT (SAM) EXCLUDED PARTIES RECORDS**

The City shall ensure, to the best of its knowledge and belief, that none of the principals, affiliates, third party contractors and subcontractors are suspended, debarred, ineligible or voluntarily excluded from participation in federally assisted transactions or procurements. Federal regulations require the City to review records of excluded parties in the federal System for Award Management (SAM) before entering into any third-party contracts exceeding \$25,000.00.

Prior to awarding a federally funded contract, the City will search the SAM system to ensure excluded parties do not participate in covered transactions.

To learn more about the federal SAM, go to <https://sam.gov/content/home>.

## **AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION**

The City, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability in all of its programs and activities. This material can be made available in an alternate format by emailing Gavin Harrold at [gavin.harrold@duvallwa.gov](mailto:gavin.harrold@duvallwa.gov) or by calling 425-939-8045.

## **TITLE VI STATEMENT**

The City of Duvall in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award."



**CONTRACT FOR PROFESSIONAL SERVICES**

Contract # 2025-\_\_

This Agreement is entered into between the City of Duvall, Washington, hereinafter referred to as "the City," and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as "the Consultant," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The City retains the Consultant to perform on-call consultant planning services under the terms of this contract.
2. **Scope of Services.** The Consultant agrees to perform the services identified on Exhibit "A" attached hereto, including providing 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 June 30, 2027, unless terminated sooner under the specified provisions. 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 according to this Agreement no later than June 30, 2027, unless an extension of such time is granted in writing by the City.
4. **Payment.** The City shall pay the Consultant for completed work and services rendered under this Agreement as follows:
  - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "\_\_\_\_" 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 work progress for partial payment for that portion of the project completed to date. The City will check such vouchers, and upon approval thereof, payment shall be made to the Consultant in the amount approved.
  - C. Final payment of any balance due to the Consultant of the total contract price earned will be made promptly upon the City's ascertainment and verification 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 all materials, supplies, equipment, and incidentals necessary to complete the work.

E. The Consultant's records and accounts about this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for seven (7) 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.** In performing the services contemplated by this Agreement, the Consultant shall 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 Consultant's negligent acts, errors, or omissions in performing this Agreement.

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 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. The parties have mutually negotiated this waiver. 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 the 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 \$1,000,000 for each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy concerning the work performed for the City.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  4. Professional Liability with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **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 concerning the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be over the Consultant's insurance and shall not be contributed to or combined with it.
- C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- D. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. As required by this section, certificates of coverage and endorsements shall be delivered to the City within fifteen (15) days of execution of this Agreement.
- E. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of receiving such notice.
- F. **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 in addition to that, 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 concerning the services provided under this Agreement. Nothing in this Agreement shall be considered to create a relationship between employer and employee between the parties hereto. Neither the Consultant nor any of the Consultant's employees shall be entitled to any benefits accorded City employees by the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the state industrial insurance program, otherwise assuming the duties of an employer concerning 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 total amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** The Consultant, concerning 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 or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** During the term of this Agreement and following its expiration or termination for any reason, neither the Consultant nor the City may assign this Agreement or any rights, claims, or duty under it without the prior written consent of the other party. Furthermore, 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.** A 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 the Consultant ten (10) days' written notice.
  - 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 at this moment 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 Duvall Municipal Code and ordinances of the City of Duvall. Suppose any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement. In that case, the parties specifically understand and agree that the 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.** Suppose any term, condition, or provision of this Agreement is declared void, unenforceable, or limited in its application or effect. In that case, 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. **Business Licenses.** The consultant will adhere to all regulations related to business licensing in the State of Washington and, if applicable, shall conform to any relevant laws and regulations expressly outlined in the Duvall Municipal Code, particularly [§ 5.01](#) et seq.
- 18. **Notices.** Notices to the City of Duvall shall be sent to the following address:

City Clerk  
City of Duvall  
P.O. 1300  
Duvall, WA 98019

Notices to Consultant shall be sent to the following address:

[Consultant]  
[Consultant Contact]  
[Consultant Address]  
[Consultant Phone]

- 19. **Entire Agreement: Modification.** This Agreement, together with attachments or appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or 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 on this \_\_\_\_\_ day of the month of \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Amy Ockerlander, Mayor  
City of Duvall

\_\_\_\_\_  
Authorized Consultant Signature

Attest/Authenticated:

Approved as to Form:

\_\_\_\_\_  
John Botero, City Clerk

\_\_\_\_\_  
Oskar E. Rey, City Attorney