

# CITY OF DUVALL

## Maintenance and Operations Center Design

### REQUEST FOR QUALIFICATIONS



Small Town. Real Life.

ISSUE DATE: October 14<sup>th</sup>, 2025  
SUBMITTALS DUE: November 4<sup>th</sup>, 2025

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## 1.1 REQUEST FOR QUALIFICATIONS

The City of Duvall is seeking interest and qualifications from experienced architectural and engineering firms for the design of the City's new Public Works Maintenance and Operations Center (MOC). This RFQ is being solicited through the MRSC Consultant Roster following the Duvall Purchasing Policy 6.1.1.B. All consultants that have registered on the MRSC and selected Architectural Services, Subcategories Architectural Design and Site Planning and Design, or Design and Planning, Subcategory Facilities Planning as a specialty service are being notified via email about this RFQ solicitation.

The RFQ is being hosted on the City of Duvall's website at [www.duvallwa.gov/303/Current-Projects](http://www.duvallwa.gov/303/Current-Projects). Any addenda, clarifications, or updates will be posted on the website. Proposers are responsible for reviewing the postings and being aware of any addenda or changes.

In addition to the MRSC solicitation, an advertisement for the RFQ is posted on the Office of Minority & Women's Business Enterprise website at <https://omwbe.wa.gov/small-business-assistance/bids-contracting-opportunities> per Duvall Purchasing Policy 3.5.B.

## 1.2 BACKGROUND / PROJECT DESCRIPTION

The City of Duvall, Washington, a community of approximately 8,500 residents, is located in the northeast corner of King County, between the Cascade Mountain foothills to the east and the agricultural Snoqualmie River valley to the west. Incorporated in 1913, Duvall's history is deeply rooted in the logging and farming industries. Today, the city actively works to embrace its heritage and charming small-town character, attracting many who appreciate its "country living" atmosphere. Duvall is governed by a Mayor and a seven-member City Council.

As the City of Duvall continues to grow and thrive, the current Maintenance and Operations Center (MOC) no longer meets the needs of the expanding community or modern operational standards. The existing facility, a prefabricated pole-barn style structure measuring approximately 180 feet by 80 feet, is located on less than a half-acre lot in downtown Duvall. Its limited size, outdated layout, and constrained location present challenges to efficiency, compromise safety, and reduce the City's ability to effectively deliver essential services.

A Citywide Facilities Assessment and Master Programming Report completed by ARC Architects in 2023 identified the existing MOC as a high-priority facility requiring significant action within the next year. The report cited critically low scores across multiple categories, including functionality, storage, landscape, accessibility, parking, and building condition elements such as foundation, structure, roof, cladding, and fire

suppression. ARC further estimated the remaining economic lifespan of the current structure at approximately five years. Together, these findings highlight the urgent need for a new, purpose-built facility to support ongoing maintenance operations and ensure the continued safety and efficiency of City staff and services.

To ensure long-term efficiency, functionality, and durability, the city is moving forward with the design of a new Maintenance and Operations Center. The future facility will be located on a recently acquired five-acre parcel adjacent to Big Rock Ball Park (see Exhibit B) and will be planned to meet current and future operational needs. This is Parcel 2129700271 located at **28616 NE Big Rock Road, Duvall, WA 98019**. The property is relatively flat with light tree coverage; however, the site is relatively narrow and includes a geographic hill that may present challenges for yard layout and site planning. Site development will require clearing, grading, and installation of new utilities, including water, stormwater, and sewer service.

This parcel was purchased in early 2025 by the City as either an expansion parcel for the Big Rock Ballfields Park or for the use of a new Maintenance and Operations Center. Staff worked throughout 2025 with MAKERS Architecture and Urban Design, LLP, who has recommended this parcel for the MOC Replacement. At the October 7, 2025, City Council Meeting, Council supported the proposal of putting the new MOC on this property. Staff is in the process of annexing this Parcel into the City, with an anticipated annexation date of January 1, 2026.

The new MOC is anticipated to include:

- Offices
- Employee locker rooms with showers and break areas
- Vehicle and equipment storage
- Staff and visitor parking
- Site improvements including stormwater management, and utility infrastructure
- Maintenance bays and material storage areas, including a potential on-site decant facility
- Loading zones
- Fuel station
- Emergency generator
- A potential PSE battery storage area (approx. 115' xx 75')

Please see Attachment “C” for the Space Needs Summary Table prepared by ARC Architects.

This project may coincide with the City’s expansion of our Big Rock Ballfields Park, which is currently in design with Bruce Dees and Associates. In addition to this MOC parcel, the City also purchased four other properties adjacent to Big Rock Ball Park within the past few years. This expansion of the park will include an additional ballfield,

passive recreational trails, a pump track, beach volleyball courts, basketball and pickleball courts, and a splash pad. The new MOC will be designed with this broader area context in mind to ensure compatibility, efficient site planning, and community benefit. It is currently anticipated that the MOC will share an entrance into the park as shown in the preliminary layout in Attachment B. Minor coordination between City consultants should be expected, though this MOC Facility shall be considered a stand-alone project from the parks upgrade.

Due to the fast-moving nature of this project and the City’s commitment to addressing critical operational needs, the City has not established a final budget allocation for the design and construction of the new Maintenance Operations Center. The City anticipates having funds in place to support the design phase and intends to proceed quickly once a qualified consultant team is selected.

### 1.3 SOLICITATION & SELECTION SCHEDULE

Schedule of Events	Date	Notes
MRSC Solicitation	Tue., Oct. 14, 2025	
Deadline for questions	Wed., Oct. 29, 2025 by 12:00 PM PDT	Submit questions in .pdf form to City Project Manager <u>by e-mail only</u> . Questions will be answered as soon as possible.
City final response to questions	Wed., Oct. 29, 2025 by EOD	Questions and responses will be posted on the project website listed below under Questions & Answers
Qualifications Due	Tue., Nov. 4, 2025, by 12:00 PM PDT	
Short listed Consultants notified	Thu., Nov. 6, 2025	Additional review time may be needed. Please follow webpage schedule for updates.
Consultant interviews	Thu., Dec. 4, 2025	<i>Up to the top 3 may be interviewed.</i>
City selects successful Consultant	Fri., Dec. 5, 2025, EOD	
Contract Awarded by City Council	Tue., Jan. 6, 2025	Will be extended to the next available Council Meeting if additional negotiation time is needed.
Anticipated start	ASAP	

## 1.4 POINT OF CONTACT

Please direct any questions concerning this RFQ to the City's Project Manager listed below. Only written questions will be considered. Submit questions in the form of a .pdf document attached to an e-mail. Questions received after the deadline identified in the Proposed Timeline may not be considered. The deadline for questions is established to allow ample time for all consultants to finalize their Statement of Qualifications without concern for additional / changing information. Unauthorized contact regarding this RFQ with other City employees may result in disqualification of a submittal. Any oral communications will be considered unofficial and non-binding on the City.

### **City Contact:**

Gavin Harrold, Project Manager  
City of Duvall  
PO Box 1300 Duvall, WA 98019  
Phone: 206-255-4575  
Email: [gavin.harrold@duvallwa.gov](mailto:gavin.harrold@duvallwa.gov)  
CC: [PM@duvallwa.gov](mailto:PM@duvallwa.gov) and [bids@duvallwa.gov](mailto:bids@duvallwa.gov)

Questions will be answered in writing and posted on the project 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.

## 1.5 EVALUATION PROCESS

Responses may be reviewed by staff alone, or by a committee consisting of staff from Public Works, other City Staff, and/or anyone appointed by the Mayor.

Responses are limited to 10 pages **excluding** the cover letter and resumes.

Evaluation of responses will be based on the following:

<b>Evaluation Criteria</b>	<b>Maximum Score</b>
Cover Letter	n/a
History and Experience of Providing Similar Services	30
Technical Expertise and Qualifications	50
Support Proximity and Availability to the City of Duvall	10
Unique and/or Ancillary Support Services	5
Presentation Clarity	5
<b>Subtotal</b>	<b>100</b>

Evaluation Criteria	Maximum Score
Interviews	100

**Cover Letter (Not Scored)**

The Cover Letter is not scored and does not count toward the submittal page limit. At a minimum, please include the bulleted information below:

- The name of the firm, as well as the signature, printed name and title, telephone number, and email address of the persons authorized to represent the firm in any correspondence, negotiations, and sign any contracts that may result.
- The address of the office that will be providing the service, project manager’s name, telephone number, and email address.
- The Federal and State tax identification numbers, and the state of incorporation.
- Indicate whether the firm is a registered Minority, Woman, or Disadvantaged Business Enterprise (MWDBE). If so, please include relevant certification documentation. The city will award 5 bonus points to firms with current WMDBE registration at the time of the submission.

**History and Experience Providing Similar Design Services (Weight: 30 Points)**

Provide a description of similar previous design work (minimum 3 examples) demonstrating the firm's quality of design, ability to meet schedules, manage budgets, and effectively coordinate with clients. For each example, provide at least the following information:

- Project name and location
- Brief description of the project, including key program elements (e.g., vehicle/equipment storage, maintenance bays, utility infrastructure, site development, etc.)
- Client name, contact information, and role
- Duration of design service to client (start and end dates)
- Budget (starting and ending costs)
- Description of the firm’s role and key team members involved

Note: The city reserves the right to use the contact information provided as reference.

**Technical Expertise and Qualifications (Weight: 50 Points)**

Describe the firm’s expertise and qualifications in the following specific areas relevant to this project:

- **Architectural and Municipal Design Services** – Experience in grading design for sites of similar scale, including preparation of grading plans, earthwork calculations, and coordination with geotechnical investigations.
- **Stormwater Management** – Expertise in stormwater design, modeling, and compliance with local and regional requirements, including detention, treatment, and low-impact development practices.

- **Utility Infrastructure** – Design experience for municipal water, sanitary sewer, and stormwater utility extensions and connections.
- **Geotechnical Engineering** – Ability to provide or coordinate geotechnical investigations to support grading, foundation, and pavement design.
- **Environmental and Permitting** – Familiarity with SEPA, local permitting, and sensitive area considerations that may affect grading and site work.
- **Construction Phasing** – Experience developing grading and site plans that minimize operational disruption, reduce construction risks, and support efficient buildout.
- **Other services required for completion of a municipal facility.**

Provide a work chart of the firm’s proposed team for this project, clearly outlining roles and responsibilities. Provide resumes for key team members, highlighting their relevant experience with similar projects to support information listed above. Resumes do not count toward the page limit but shall not be longer than 2 pages per person.

#### **Proximity and Availability to the City of Duvall (Weight: 10 Points)**

Describe the availability of the firm’s personnel to the City of Duvall for project-related communication, meetings, and potential site visits during the design phase. Detail the proximity of the project manager and key design team members to Duvall, the anticipated response time for inquiries, and the methods of communication your firm utilizes to ensure effective collaboration.

#### **Unique and/or Ancillary Support Services (Weight: 5 Points)**

Describe any unique design-related services or specialized expertise that your firm offers or may offer through existing subconsultant/subcontractor relationships that could benefit this specific newnew facility project.

#### **Presentation Clarity (Weight: 5 Points)**

The submitted presentation must be organized in accordance with the list of scoring criteria categories. Submitted presentations will be evaluated on the following “clarity” factors: presentation format; ease of finding concise responses that correlate with the order of evaluation criteria in this RFQ; and the firm’s attention to detail. Presentations should be prepared simply and economically. Special formats, colored displays, promotional materials, etc., are not necessary. Emphasis should be on completeness, brevity, and clarity of content.

## **1.6 SUBMITTAL REQUIREMENTS / PROCESS**

Interested firms shall submit an electronic copy of their response in PDF via email to Gavin Harrold at [gavin.harrold@duvallwa.gov](mailto:gavin.harrold@duvallwa.gov) and CC [bids@duvallwa.gov](mailto:bids@duvallwa.gov).

The email shall include “**MOC Architectural Design – [Consultant Name]**” in the subject line. Responses must be received by the submittal deadline specified in section 1.3.

Submittals should not be excessively long or exceed 10 pages excluding the cover letter and resumes.

## **1.7 INTERVIEW**

Interviews will be required as part of the selection process. Following the initial evaluation of written proposals, the city will invite the top three highest scoring firms to participate in interviews. The initial questions will be the same for all firms, but the city will be allowed to ask follow up questions related to the firm's SOQ and/or previous interview answers. Interviews will be conducted over Microsoft Teams. The timing for the interviews is outlined in Section 1.3. The final interview format will be shared upon the selection of consultants to interview.

## 2.1 ANTICIPATED SCOPE OF SERVICES

The Scope of Services presented below is intended only to illustrate the services likely to be needed. The final work plan will be mutually agreed in terms of scope of work, fee proposal and availability of budgeted funds. The list below should not be considered exhaustive, and additional services may be required as the project progresses.

### 1. Project Management and Coordination

- Provide a primary project manager as the single point of contact.
- Facilitate regular coordination meetings with City staff and stakeholders.
- Prepare and maintain a detailed project schedule.
- A thorough needs assessment ensures the new design aligns with long-term functional goals, department growth, and maintenance logistics.

### 2. Site Analysis and Preliminary Design

- Review existing site conditions, including topography, tree coverage, utilities, and adjacent properties.
- Coordinate and incorporate geotechnical investigations.
- Prepare conceptual layouts and alternatives for City review.
- Assess site grading requirements, cut/fill balance, and utility connections.
- Master Planning Coordination – Coordinate with ongoing planning and design efforts for the adjacent Big Rock Ball Park expansion to ensure site compatibility, shared infrastructure opportunities, and cohesive community benefit. This includes utility coordination, especially with regard to the potential PSE battery storage area.

### 3. Civil Engineering and Site Design

- Develop grading, drainage, and utility plans.
- Design stormwater management systems in compliance with City and regional requirements.
- Prepare plans for site access, internal circulation, staff/visitor parking, and vehicle/equipment storage.
- 30%, 60%, and 90% design submittals for City review, including plans, elevations, and technical narratives.

### 4. Architectural and Facility Design

- Design building layouts and systems to accommodate locker rooms, break areas, maintenance bays, storage, battery storage, and generator facilities.
- Integrate sustainability, durability, and operational efficiency into the design.
- Coordinate structural, mechanical, electrical, and plumbing systems.
- Technology and Security Systems – Advise on integration of technology, communications, and security infrastructure.
- 100% final stamped construction drawings and specifications.
- Bid-ready construction documents.

**5. Permitting and Regulatory Support**

- Prepare and submit permit applications to the city and regulatory agencies.
- Support environmental review processes, including SEPA and sensitive area requirements, if applicable.
- Provide technical support during public and agency review.

**6. Cost Estimating and Phasing**

- Develop preliminary and final cost estimates at key design milestones.
- Provide value engineering options to align scope with available funding.
- Recommend construction phasing strategies to optimize efficiency and minimize disruption.

**Other Possible Services**

- Sustainability and Energy Efficiency – Incorporate sustainable design practices, evaluate opportunities for LEED certification or equivalent standards, and consider energy-efficient systems and materials.
- Public Engagement Support – Assist the City with community and stakeholder outreach, including preparation of presentation materials, renderings, and participation in public meetings.
- Grant and Funding Support – Provide technical input to support grant applications or funding strategies related to design and construction. The City anticipates pursuing an Ecology decant grant and may also seek other related grant opportunities.
- Construction Management and Inspection Assistance – Provide extended services during construction, including full-time inspection or owner’s representative services, if desired by the city.

### 3.1 TERMS AND CONDITIONS

The City reserves the right to amend the terms of this Request for Qualifications (RFQ), to circulate various addenda, or to withdraw the RFQ at any time, regardless of how much time and effort Consultants have spent on their responses.

By submitting a Statement of Qualifications, the Consultant is indicating they have read and agree with the contract terms in the “CONTRACT FOR PROFESSIONAL SERVICES”, Attachment “D”.

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 oblige the City to pay any costs incurred by respondents in the preparation and submission of a response. This solicitation does not oblige 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 presentation. 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.

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

Per federal regulations, the City is required to 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 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>.

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

In accordance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA), the City of Duvall does not discriminate on the basis of disability in its programs, services, or activities. Upon request, this material will be made available in an alternate format to ensure accessibility. Alternate formats may include large print, Braille, audio, or an electronic version compatible with screen-reader technology.

To request an alternate format, please contact:

Gavin Harrold

Email : [gavin.harrold@duvallwa.gov](mailto:gavin.harrold@duvallwa.gov)

Phone : 425-939-8045

### **3.4 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 award.

### **4.1 ATTACHMENTS**

- A. Purchased property for shop location
- B. MOC Test Fit-Prepared by Makers Inc.
- C. Survey prepared by ARC
- D. Agreement Form

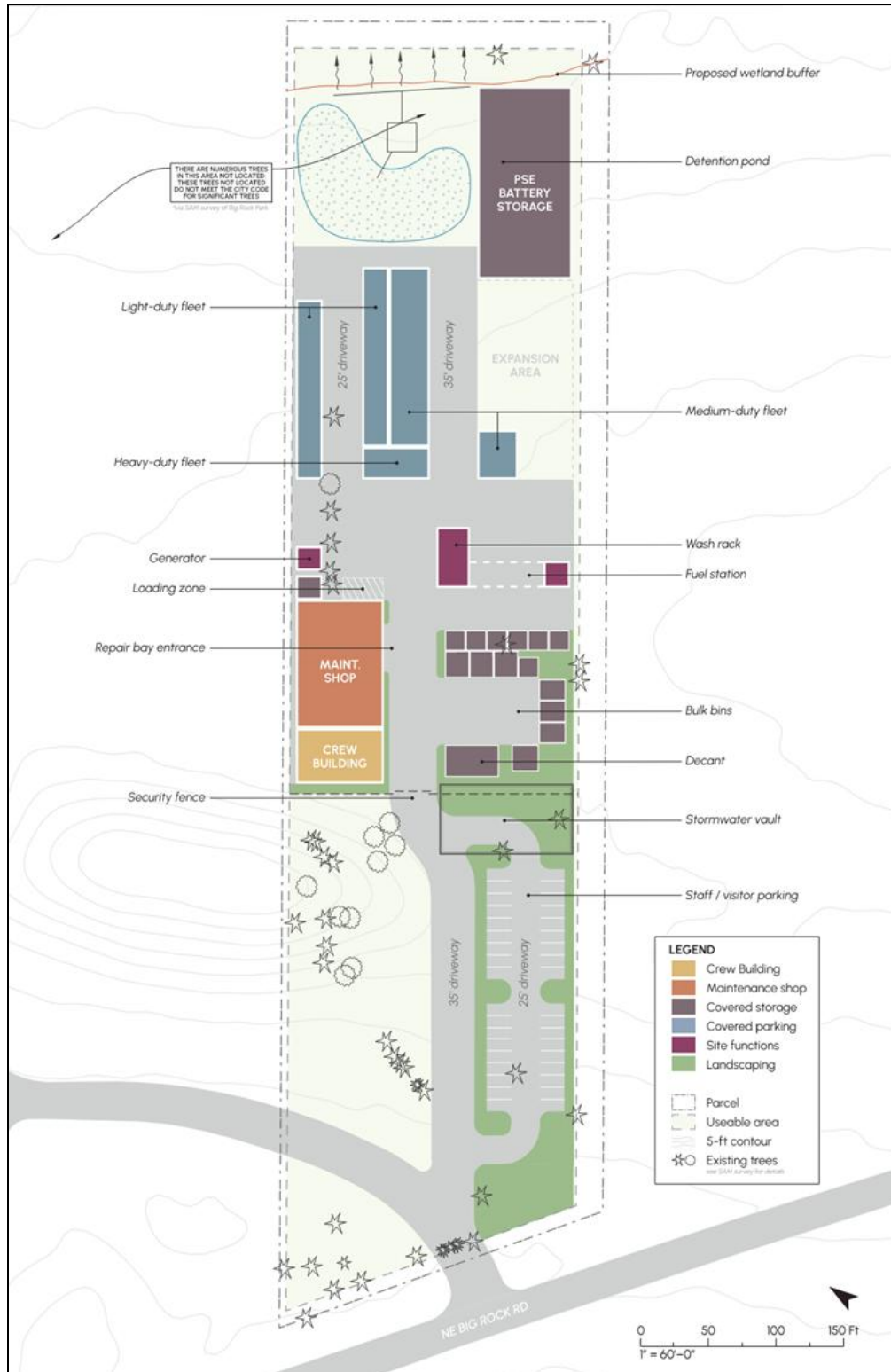
## ATTACHMENT A: PURCHASED PROPERTIES

Parcel: 2129700271

Address: 28616 NE Big Rock Rd, Duvall, WA 98019



**ATTACHMENT B: MOC TEST FIT BY MAKERS JULY 2025**



## ATTACHMENT C: TABLE SUMMARIZING SPACE NEEDS

The following table summarizes the existing square footage, identified deficiencies, and projected space needs for each program area. Prepared By A.R.

Area/ Department	Existing SF	Comment on S/ MH	(G1) % Growth for S/MH*	G1 Sub-Total	Growth Projection Description	(G2) % of Growth**	G2 Sub-Total	Total SF	Programmed Model SF	+/- SF
1	Office/Commons Area	Rest Room and Locker Space circulation inadequate	25%	1,269		0%	-	1,269	1,200	(69)
2	Small Parts Repair	Work space vs Clear aisle circulation inadequate	25%	593	Increase Capacity per user	20%	119	711	800	89
3	Lawn Mower Repair		0%	647	Increase Capacity per user	20%	129	776	800	24
4	Storage Interior	Clear aisle circulation inadequate	25%	835	Increase Capacity per user	50%	418	1,253	1,200	(53)
5	Material Bins	Clear aisle loader circulation inadequate	25%	1,734	Consolidation of all bin with increased capacity	400%	6,935	8,669	9,000	331
6	Asset Parking Interior	Clear aisle access inadequate	25%	3,694	Increase Capacity per user	25%	923	4,617	4,620	3
7	Asset Parking Exterior	Clear aisle access inadequate	25%	3,743	Increase Capacity per user	25%	936	4,678	4,620	(58)
8	Storage Exterior	Clear aisle access inadequate	25%	2,724	Increase Capacity per user	50%	1,362	4,086	4,048	(38)
9	Fuel Tanks	Clear aisle access inadequate	25%	1,625	Consolidation of all fuel tanks with increased capacity and vehicle aisle	200%	3,250	4,875	4,620	(255)
<b>SUB-TOTAL</b>		<b>13,619</b>			<b>SUB-TOTAL</b>			<b>30,933</b>	30,908	(25)
21	Circulation = 0%		0		Circulation at Growth =		20%	<b>6,187</b>		
22	Contingency = 0%		0		Contingency =		10%	<b>3,093</b>		
<b>TOTAL</b>		<b>13,619</b>			<b>TOTAL</b>			<b>40,213</b>		

\* % G1 Growth for S/MH = A percentage of growth applied to the area to alleviate Safety or Material handling Issues present  
 \*\* % G2 Growth = A percentage of growth applied to the area for Expansion.



## ATTACHMENT D: CONTRACT

### CONTRACT FOR PROFESSIONAL SERVICES

**Maintenance Operations Center Design, \_\_\_\_\_**  
**Contract # 2026-\_\_**

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 \_\_\_\_\_, 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 \_\_\_\_\_ 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 the portion of the project completed to date. The City will check such vouchers, and upon approval, 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 has limits of no less than \$1,000,000 for each occurrence, which is a \$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 \$2,000,000 per claim and \$2,000,000 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 executing 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 the employer and the employee between the parties hereto. Neither the Consultant nor any of the Consultant's employees shall be entitled to any benefits accorded to 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, contributing to the state industrial insurance program, or 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 duties 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.** The City's waiver of any provision of this Agreement or any time limitation provided for in this Agreement does 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 shall be entitled to its attorney's fees and suit costs in any such action. 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 the Consultant shall be sent to the following address:

[Consultant Representative]  
[Consultant Name]  
[Consultant Address]  
[City], WA [ZIP]

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 \_\_\_\_\_.

\_\_\_\_\_  
Mayor

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

Attest/Authenticated:

Approved as to Form:

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

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

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