



**Request for Qualifications (RFQ)**  
City of Granite Falls  
Police Department Renovation – Architectural Services

***Request for Qualifications***

**CITY OF GRANITE FALLS REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECTURAL SERVICES**

**Issuance Date:** May 14, 2019; May 21, 2019  
**Closing Date:** May 28, 2019 - 4 PM Pacific Time

**Place Due (Mailing):**  
City of Granite Falls  
PO Box 1440  
Granite Falls, WA 98252

**Place Due (Physical):**  
City of Granite Falls  
206 S Granite Ave  
Granite Falls, WA 98252

**Person to Receive Proposals:** Jeff Balentine  
**Phone:** 360-691-6441  
**Email:** jeff.balentine@ci.granite-falls.wa.us

**SCHEDULE OF EVENTS**

ADVERTISEMENT -----May 14, 2019; May 21, 2019  
PROPOSAL CLOSING ----- May 28, 2019 at 4 PM Pacific Time  
EVALUATION-----May 29, 2019 at 3 PM Pacific Time  
INTENT TO AWARD -----City Council will meet on Wednesday, June 5, 2019 at 7:00 pm

**BUDGETED CONSTRUCTION COSTS: \$500,000.00**



## Request for Qualifications (RFQ)

City of Granite Falls

Police Department Renovation – Architectural Services

### ADVERTISEMENT

#### CITY OF GRANITE FALLS ARCHITECTURAL SERVICES

**Proposals Due:** May 28, 2019 4:00 PM REQUEST FOR QUALIFICATIONS

The City of Granite Falls (City) is soliciting proposals from qualified Architectural Services firms to work with the City to design a renovation plan for the City's Police Department located at 205 S. Granite Ave, Granite Falls, WA 98252 and assist with writing request for proposal documents for a general contractor. Qualified firms will have not less than five years of public project experience within the state of Washington. The City will select one consultant to provide services as assigned for the project scheduled to start this year.

The City is seeking the services of a qualified Architectural Services provider/firm for two new construction projects. The City recently received a State Grant and will partially fund a renovation to the existing building located at 205 S. Granite Ave, Granite Falls, WA 98252. The design intent for the project is to relocate the location of the Chief's office, build an interrogation room, secured lobby, provide a secure environment for the Police Department staff and public, provide exterior features complimentary to the new City Hall building located adjacent to the Police Station, and provide a layout promoting community interaction while providing for safety and security. The City wishes to maximize the usable space, control public access, and centralize staff flow.

Statement of Qualifications shall be submitted within the guidelines established in this RFQ package. Interested firms may obtain a hard copy of the official RFQ package from City Hall at 206 S. Granite Ave, Granite Falls, WA 98252, download the RFQ package on the City's website, or request to have an RFQ package sent electronically. Additionally, the firm selected for this project will be required to execute the City's standard Professional Services Agreement with an agreed scope of work for Architectural and Engineering Services. Any questions or problems related to the download of the RFQ package should be directed by email to Darla Reese, City Clerk, at [darla.reese@ci.granite-falls.wa.us](mailto:darla.reese@ci.granite-falls.wa.us).

#### Background

The City of Granite Falls is seeking the services of a qualified Architectural Services provider/firm for the renovation of the current Police Department (PD) building. The City currently contracts out law enforcement services for the City to the Snohomish County Sheriff. The building that the Sheriff occupies presently is used as the local police department for the City as well as a regional sub-station for the Sheriff's office servicing approximately 18,000 in population. Before being bought by the City and converted to a police station, the building was formerly a video parlor and a dentist's office. The original structure has a flat torch down roof that is prone to water leaks with an old, unused HVAC unit mounted to it. The back two-thirds of the building was added on to the original building utilizing trusses with an open gable roof. The building is a single level comprised of a reception area, three office spaces with a small kitchen area, and open meeting room area in the center of the building, two bathrooms, and a storage rooms. The interior layout is not safe or functional for use as a police station.

The construction will include some exterior renovation (new siding, trusses over the existing flat roof area with front overhang to cove walkway and entrance, new roof, and new exterior windows) to match the design and character of the new City Hall/Civic Center building being constructed on the property directly south of the Police Station. The primary goal, however, will be to redesign the interior floorplan for the safety and security of the staff, update the electrical service (and HVAC if necessary), and improve the workflow layout of the building.

The City of Granite Falls has a 2035 population projection of 8,800 with a current population of 3,895. City staff have concluded that the existing building of approximately 3,000 sq ft will provide adequate space to accommodate increased staffing for future growth per the City’s 2015 Capital Facilities Plan with the intent of adding on a new section to the City Hall building currently under construction as the new Police Station area in the next 10-15 years.

The City has received \$400,000 from the State’s Capital Budget for 2019-2021 and has budgeted an additional \$100,000 for the renovation of the building.

The current phase of the project is in design development. The design and construction documents are planned to be completed by August of 2019. Construction is anticipated to begin in late August/September and final occupancy by January of 2020.

**Current Condition:**



**Front View**



**Lobby**

**Interior View to Lobby & Admin**



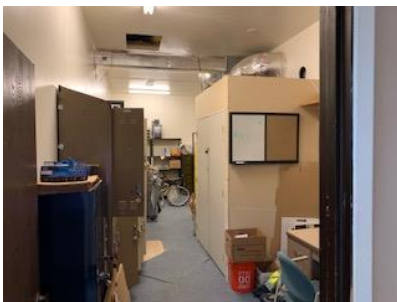
**Kitchen**



**Administrative Office**



**Interior Central Work Area**



**Storage**



**Holding Room**



**Interior Holding Room**



**Office**



**View from Work Area**



**Locker Room**



**Roof**

## **STATEMENT OF WORK**

The City desires to engage a Consultant to design a floorplan layout, exterior modifications, and associated site improvements for the existing building. The consultant chosen shall provide project related consulting services for Architectural services of project sites as assigned. The scope of work entails working with key staff from the Police Department and the City to renovate the building to transform the existing police station into a secure, safe, and high functioning facility consisting of a lobby, administrative services, dispatch, training, patrol property storage, evidence storage, locker rooms, office spaces, holding cells, criminal investigation, forensics, and community meeting room.

The Police Station will require a safety system focused on securing the front lobby as a bullet-proof checkpoint using Level 3 materials. Visitors should be able to enter the Police Station and approach ballistic transaction windows, where they can conduct their business or get buzzed through a bullet-resistant door and frame into the secure area beyond. 1/2-inch bullet resistant fiberglass will reinforce surrounding walls, and the contractor will need to secure the exterior windows with Level 4 glass-clad polycarbonate.

The intent is also to improve the roof, infrastructure, and aesthetically tie the exterior finish into the neighboring new Civic Center which is designed to resemble an old train station.

The scope of work will include professional services to generate conceptual ideas, engage staff, and ultimately reach a recommended solution and complete the programming, schematic design, design development, construction document phase/bid, construction administration, and post-construction services.

The contract for professional services will be split into two separate agreements for Phase 1 and Phase 2 as described below. The City may choose to execute both contracts together or separately and reserves the right to decline to enter a Phase 2 contract at any time.

The following is a general guideline for the scope of services but is not limited to additions.

### **Phase One (Lump Sum Fee) Professional Services Agreement**

- Program Development and Schematic Design
  - Program development.
  - Development of design alternatives and concept plans based on staff input throughout all stages of programming and design.
  - Development of schematic design documents and computer-generated renderings of the selected concept plan.
  - Coordinate the planning level cost estimate and schedule with the City.
  - Communicate to City Council and attend public meetings as deemed necessary.

### **Phase Two (Lump Sum Fee) Professional Services Agreement**

- Design Development
  - Provide design development drawings, design narratives, and specifications.
  - Coordinate with City on design and specifications.
  - Coordinate with City to develop plans that fit within the established budget and schedule.
  - Include additive and deductive alternates into the Bid package that have the potential to increase or decrease the Cost of the Work plus or minus 10 percent as part of its Basic Services.
  - Construction Cost Estimate will be established from 100 percent Design Development documents.
  - Secure necessary approvals and permits.
  - Communicate to City Council and public meetings as deemed necessary.
- Construction Document Phase and Bidding
  - Record drawing and project manual, including technical specifications.
  - Attend all prebid meetings and scoping meetings.

## **INSTRUCTIONS**

### **SUBMISSION REQUIREMENTS**

The following describes the required format for responding to this RFQ. The City reserves the right to consider non-responsive any submission that does not adhere to this format. The purpose of this section is to ensure uniformity in the presentation of the information essential to the understanding and evaluation of each firm's qualifications. There is no intent to limit the contents of responses. Proposers shall refrain from including marketing materials.

Respondents must deliver four (4) printed copies of Statements of Qualifications ("RESPONSES") and an electronic copy on a USB flash drive in PDF or sent via email to [darla.reese@ci.granite-falls.wa.us](mailto:darla.reese@ci.granite-falls.wa.us) on or before May 28, 2019, at 4:00 p.m. PST. Materials can be submitted in person at Granite Falls City Hall, 206 S. Granite Ave, Granite Falls, WA 98252 or by mail to the following address:

City of Granite Falls  
ATTN: Architectural Design RFQ –Police Dept Renovation  
PO Box 1440  
Granite Falls, WA 98252

Statement(s) of Qualifications that have not been received by the aforementioned date and time will be rejected. Additionally, failure to submit all of the information requested shall be considered non-responsive and may result in the Statement of Qualification being rejected.

By submitting a proposal, the Proposer expressly represents that the Proposer has read and understands the terms and conditions contained in this RFQ and that the Proposer agrees to be bound by such terms and conditions. A Proposer further represents that it takes no exception to any terms, conditions, obligations, or requirements of the form of Contract.

Responses must be submitted in a sealed envelope, or another sealed container which is clearly marked with the RFQ Title (Proposals for Architectural Services for the City of Granite Falls). Responses must be received by the closing date and time stated on the face of this document. Submit responses via US mail, in person, or by another courier to Jeff Balentine, Finance/HE Director, City of Granite Falls, 206 S. Granite Avenue, Granite Falls, WA 98252.

All information contained in the response designated as confidential must be clearly marked and separated from other non-confidential information at the time the response is submitted.

Each response shall contain the Proposal Form (Appendix A) with all requested information completed and signed in ink by an authorized representative. If different from the signer, provide the name, address, and telephone number of a representative authorized to communicate with the City Manager.

Proposals should contain sufficient information for the City to determine which Proposer will be most qualified to furnish the Services that are contemplated by this RFQ. At a minimum, Proposals should include the following information:

- Cover Letter - Provide name and address of the firm and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project. Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule. Indicate your acceptance of the provisions of this RFQ. In addition to the cover letter, provide a one-page summary of the benefits you believe the City would receive from selecting your firm. The cover letter must be signed by a duly authorized official of the firm. Consortiums, joint ventures, or teams submitting responses must establish that contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for the execution of the Professional Services Agreement on behalf of the proposal team. The firm offer must be good for 180 days.
- Name of the firm and the managing principal.
- Principal place of business and all field offices.
- Size of the firm and current workload. List out the current workload of firm and specific personnel assigned to this project—include specific percentage of time each key team member will devote to this project.
- Project Team Experience and Qualifications.
- Provide a description of the firm's design and construction administration philosophy—describe your typical interactions with owners throughout the process.
- Project approach—describe your understanding of the project and your approach to projects of this scope and perceived budget.
- Provide résumés or a listing of information for each person in your firm participating in this project. State the educational background of each, years of experience, length of employment with your firm, project dollar amounts, and size. The architect and/or engineering firm will be contractually obligated to not reassign key staff members to other projects without the City's prior written consent. The city will have approval rights of any and all new personnel assigned to this project.
- A list of references including names, addresses, and phone numbers of no more than six individuals or organizations familiar with the firm's performance.

- Identify the key client contact responsible for the administering of this contract and assigning staff, and who will be the key and single point of contact to the City.
- Provide a list of any projects your firm has provided services for (preferably other Washington State Cities or Police Departments) within the last five years. List your experience with buildings of similar scale and scope, providing:
  - Name and location
  - Project description
  - Completion date
  - Budget
  - Client contact
- Provide list of potential sub-consultants engaged by the firm for similar projects
- A statement that Proposer, if selected, shall provide the insurance coverage required in this RFQ.
- A signed copy of the Certification of Non-Discrimination document per this RFQ
- Describe fee structure for scheduled services and proposed staff. Indicate mark-ups as they apply.
- The proposal should include the names and addresses of any clients of the Proposer or any other persons or entities who have made claims against the Proposer within the last five years alleging that the Proposer breached a contract for services, was negligent in the performance of services, or otherwise caused harm or damage to the claimant. Describe the nature and current status of the claims.
- If the Proposer believes that there are additional services that may be appropriate for this proposal but are not identified in this RFQ, Proposer should include a description of the additional services recommended and describe how the additional services would benefit the City.
- The proposal should identify any confidential information that the Proposer contends is exempt from disclosure. The City will endeavor in good faith to honor appropriate requests for exemption from disclosure, but the City reserves exclusive discretion to determine whether information qualifies for a statutory exemption.

## **PROCUREMENT OF SOLICITATION DOCUMENT**

Solicitation documents may be obtained from the City's website at <http://ci.granite-falls.wa.us>.

## **RESERVATIONS**

The City of Granite Falls expressly reserves the following rights:

- To reject all proposals.
- To reject any proposal or proposals not in compliance with all prescribed public bidding procedures and requirements.
- To reject any proposal or proposals not meeting the specifications set forth herein.
- To waive any or all irregularities in proposals submitted.
- To consider the competency and responsibility of proposers in making any award.
- In the event any proposer or proposers to whom a contract is awarded shall default in executing said formal contract within the time and in the manner hereinbefore specified, to re-award the contract to another proposer or proposers.
- To make the award based on their best judgment as to which merchandise or services comply with the specifications.
- To not award a contract for the project if deemed in the best public interest.

## **PRE-OPENING MODIFICATIONS OR WITHDRAWAL OF PROPOSALS**

Modifications: Once submitted, proposals may be modified in writing prior to the time and date set forth in the proposal closing. Any modifications shall be prepared on the proposer's letterhead, signed by an authorized representative of the proposer, state that the new document supersedes or modifies the prior proposal and be submitted in a sealed envelope, appropriately marked. To ensure integrity of the proposal process, the envelope containing any modifications to a proposal shall be marked as follows:

- Proposal Modification
- Document Title

Withdrawals: Proposals may be withdrawn by written notification on the proposer's letterhead, signed by an authorized representative of the proposer, and received prior to the time and date set for proposal closing. Proposals also may be withdrawn in person, prior to the scheduled proposal closing, upon presentation of appropriate identification.

Unopened proposals withdrawn may be released to the proposer after voiding any date and time stamp used. Request to withdraw mailed proposals shall be marked as follows:

- Proposal Withdrawn
- Document Title

## **ADDENDA**

If any part of this RFQ is amended, addenda will be issued and provided to all proposers who requested the RFQ.

**DEFINITIONS:** As used in the Contract Documents, unless the context requires otherwise:

- "City", "City of Granite Falls", or "Owner" means City of Granite Falls, Snohomish County, Washington State.
- "Contract" or "Contract Documents" include the Agreement, the Proposal, the Instructions to Proposers, the General Conditions of the contract and Detailed Specifications, the Addenda, if any, incorporated in the Documents before their execution.
- "Consultant" means the person or persons with whom a contract is entered into by the City for providing services.
- "Person" means a person, partnership, corporation, and other association.
- "Responsible Proposer" means an individual, firm or corporation who has the capability in all respects to perform fully the contract requirements, the integrity and reliability which will assure good faith performance, and who has not been disqualified.
- "Specifications" means the directions, requirements, explanations, terms and provisions pertaining to the various features of the work, the manner and method of proposing for the work, the manner and method of performance of the work, and the manner and method of payment all as they appear in the contract documents.

The contract negotiated as a result of this RFQ will be subject to the following terms:

- Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervision to achieve Owner's Project objectives.
- Consultant shall provide a list of all sub-consultants, which Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the



Sub-consultants as may be requested by Owner. Owner reserves the right to review the Sub-consultants proposed, and the Consultant shall not retain a Sub-consultant to which Owner has a reasonable objection.

- Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by Owner. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.
- Contract Performance. Consultant shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of Services. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. Time is of the essence in the performance of this Contract.
- Access to Records. For not less than three (3) years after the Contract's expiration or termination, Owner, and its duly authorized representatives shall have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide Owner and the other entities referenced above with full access to these records in preparation for and during litigation.
- Funds Available and Authorized. Owner reasonably believes as of the Effective Date that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within Owner's appropriation or limitation. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
- Insurance. Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance required by this Contract.

**APPENDIX A  
Proposal Form**

**REQUEST FOR PROPOSALS FOR ARCHITECTURAL SERVICES**

**Proposal Closing Date:** Monday, May 28, 2019, 4:00 P.M. Pacific Time.

The undersigned offers and agrees to provide Architectural Services to the City of Granite Falls, in accordance with Request for Proposals.

**ACKNOWLEDGMENT OF ADDENDUM:** None

The undersigned further certifies that he/she has read, understands, and agrees to abide by all terms and conditions of this Request for Proposals if awarded the contract for these services. The City reserves the right to award contracts by project, and may make award to one or more qualified firms.

The provisions of this RFQ cannot be modified by oral interpretations or statements by the City's representatives or any other person or party. If inquiries or comments by Proposers raise issues that in the City's opinion require clarification by the City, or if the City decides in its sole discretion to revise any part of this RFQ, written addenda will be provided to all persons who receive the RFQ. Proposer's receipt of an addendum shall be acknowledged by signing it and returning it with the Proposal.

The term of the contract will be from the date executed through the end of the project specified within the contract. The City may amend the contract to include subsequent one- month periods if mutually agreed. The City reserves the right to cancel the contract, after providing thirty days written notice of intent to cancel. The City shall not incur any penalties or damages for cancellation.

**NO REIMBURSEMENT FOR PROPOSAL**

Proposers responding to this RFQ do so solely at their own expense. Under no circumstances whatsoever will the City be responsible or reimburse Proposers for any costs incurred in the preparation and presentation of their proposals or for any related expenses or consequential damages of any kind.

**ADDITIONAL REPRESENTATIONS**

The undersigned certifies the proposal is offered by an independent contractor.

The proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal or in the proposed contract.

The proposal, if submitted by a joint venture is in the name of the joint venture and all parties have examined this RFQ including all requirements and contract terms and conditions thereof, and, if successful, the joint venture shall execute a contract, which incorporates the stated requirements, proposal response and terms and conditions.

By submitting a response, the proposer certifies that no relationship exists between the proposer and the City that interferes with fair competition or is a Conflict of Interest, and no relationship exists between the



proposer and another person or firm that constitutes a Conflict of Interest.

The proposer has examined all parts of this RFQ, including all requirements and contract terms and conditions thereof, and, if successful, the proposer shall execute a contract, which incorporates the stated requirements, proposal response and terms and conditions.

The proposer fully understands and submits its proposal with specific knowledge that in the event the proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing general terms and conditions as provided in the RFQ.

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this proposal and application, and hereby authorizes the City to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the proposer. The undersigned has examined all parts of this RFQ and understands that it is completely discretionary with the Selection Committee whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

FIRM NAME:  
PHONE:  
FAX NO:

ADDRESS:  
street  
city  
state  
zip

TID:  
e-mail:

BY:  
TITLE:  
print/type name

BY: \_\_\_\_\_  
signature

DATE:



**Request for Qualifications (RFQ)**

City of Granite Falls

Police Department Renovation – Architectural Services

Business Designation:

(check one)

Individual

Partnership

Joint Venture

Sole Proprietorship

Corporation

Other:

If a Joint Venture, attach verification that all parties to the joint venture accept the terms, and agree to perform services under this contract. The attached page must contain signatures of all parties to the joint venture.

**APPENDIX B  
 EVALUATION & SELECTION PROCESS**

A committee comprised of City employees and other stakeholders will evaluate the responses. The committee will consider the merit of information presented in the responses, and is not obligated to conduct further investigation. Proposers are cautioned to make their responses clear, and complete. Each proposal will be evaluated as noted below. The importance of each item is expressed as points to be awarded for each category. The decision of the committee will be final.

Item	Description	Points
1	Project team experience and qualifications.	30
2	Current workload of firm and availability of proposed core team.	20
3	Description of the firm’s design and construction administration philosophy.	15
4	Project approach and firm’s understanding of project.	20
5	Experience with building of similar scope and scale.	15
6	Proposed fee.	0
<b>Total Possible Points</b>		<b>100</b>

Proposers will be evaluated using the criteria listed above. In determining award, the City will consider the information under the statement of work of this document and the criteria listed above. The City reserves the right to select a final Firm that is in the best interest of the City.

Ties: In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on Evaluation Criteria #1. If these scores are also tied then the committee would break the tie by taking the highest scoring proposer based on Evaluation Criteria #2.

The contract will be awarded to one proposer who in the City’s judgment has submitted a proposal that best meets the City’s requirements. The City Council may make the final decision on award of the Contract.

Price or price-related information shall not be a factor in the selection under this RFQ. After an initial selection is made, the City may negotiate with the highest ranking firm concerning the fee and contract requirements. Upon completion of the negotiations, the highest ranking firm will then be asked to enter into a Professional Services Agreement with agreed scope of work with the City of Granite Falls, Washington. If an agreement cannot be reached with the highest ranked firm, the City reserves the right to negotiate a Professional Services Agreement with the next highest ranked firm. The same process will be repeated with the other ranked firms if no such agreement can be reached. The City of Granite Falls, Washington reserves the right to not select a firm as part of this process if an agreement cannot be reached.

Final award will be subject to execution of the Contract. The City reserves the right to negotiate a final Contract that is in the best interest of the City.



## **Request for Qualifications (RFQ)**

City of Granite Falls

Police Department Renovation – Architectural Services

Late Proposals will be rejected. It is the responsibility of the proposer to ensure that their document is received at the correct location on time. Failure to submit on time is not a minor informality and will not be waived the City.

The City Council will meet on Wednesday, June 5, 2019 at 7:00 pm at the aforementioned City Hall location to select a consultant for the services advertised herein. The Selection meeting with City Council is open to the Public and representatives from all interested firms are invited to be present. In accordance with the Americans with Disabilities Act, if you need special assistance, please call the City of Granite Falls, describing the assistance that is necessary. The City of Granite Falls City Council reserves the right to reject all of the submittals in response to this Request for Qualifications.



## Request for Qualifications (RFQ)

City of Granite Falls

Police Department Renovation – Architectural Services

### APPENDIX C

## PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF GRANITE FALLS, WASHINGTON AND \_\_\_\_\_ FOR CONSULTANT SERVICES

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the City of Granite Falls, Washington, a Washington State municipal corporation (“City”), and \_\_\_\_\_, a Washington \_\_\_\_\_ (“Consultant”) [**LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State**].

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

#### ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding [**INSERT SHORT GENERAL DESCRIPTION OF WHAT SERVICES ARE REGARDING**] as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

#### ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

#### ARTICLE III. OBLIGATIONS OF THE CONSULTANT

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.



## Request for Qualifications (RFQ)

City of Granite Falls

Police Department Renovation – Architectural Services

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TERM.** The term of this Agreement shall commence on \_\_\_\_\_ and shall terminate at midnight, \_\_\_\_\_. The parties may extend the term of this Agreement by written mutual agreement.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

### **III.5 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

\_\_\_\_\_ No employees supplying work have ever been retired from a Washington state retirement system.

\_\_\_\_\_ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

### **III.6 INDEMNITY.**





## Request for Qualifications (RFQ)

City of Granite Falls

Police Department Renovation – Architectural Services

a. **Indemnification / Hold Harmless.** 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.

b. 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, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. 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.

d. **Public Records Requests.**  
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

### III.7 INSURANCE.

#### a. **Insurance Term**

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.

#### b. **No Limitation**

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.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering 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.
- (2). Commercial General Liability insurance shall be written at least as broad on 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 CG 20 26.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State



## Request for Qualifications (RFQ)

City of Granite Falls

Police Department Renovation – Architectural Services

of Washington.

(4). Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. 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. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. 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 as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **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



## Request for Qualifications (RFQ)

City of Granite Falls

Police Department Renovation – Architectural Services

Consultant from the City.

k. **Public Entity Full Availability of Consultant Limits**

If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant 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 Consultant.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.



**Request for Qualifications (RFQ)**

City of Granite Falls

Police Department Renovation – Architectural Services

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit \_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**ARTICLE IV. OBLIGATIONS OF THE CITY**

**IV.1 PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$\_\_\_\_\_ without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**IV.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.



## Request for Qualifications (RFQ)

City of Granite Falls

Police Department Renovation – Architectural Services

### IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### b. Public Records

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

## ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City shall be sent to the following address:

[INSERT NAME, TITLE AND ADDRESS OF CITY CONTACT]

Notices to the Consultant shall be sent to the following address:

[INSERT NAME, TITLE AND ADDRESS OF CONSULTANT CONTACT]

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 TERMINATION. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with attachments or



**Request for Qualifications (RFQ)**

City of Granite Falls

Police Department Renovation – Architectural Services

addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

**V.5 SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**V.6 NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

**V.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**V.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**V.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**V.10 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

CITY OF GRANITE FALLS

[INSERT TRUE AND ACCURATE NAME OF COMPANY]

By \_\_\_\_\_  
Brent Kirk, City Manager

By \_\_\_\_\_  
[PRINT OR TYPE NAME AND TITLE]

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney



Exhibit Aerial Project

C – Photo of Site

