



Request for Qualifications (RFQ)

REBECCA HOWARD PARK MASTER PLAN

The City of Olympia is seeking qualifications from creative design professionals that can develop a park master plan for an 0.34-acre community park located at 911 Adams St SE in Olympia, WA. The project will create an inspiring master plan that helps support the cultural needs of the community. The major goal of this park will be to honor and celebrate the lives of Black and African American members in this community, both past and present, to help bring their stories of perseverance and light to the forefront.

The City reserves the right to extend the contract with the selected firm to provide further design, cost estimating, permitting, construction document development, and construction administration if it is deemed to be in the City's best interest.

The successful candidate will demonstrate proven skills and technical competence in landscape and park design, community engagement and incorporating culturally significant narratives into design.

The deadline for this RFQ is **4:00 pm, Monday, April 22, 2024**. Earlier responses are welcome.

A. PROJECT INFORMATION AND BACKGROUND:

In 2018, the City of Olympia purchased 0.34 acres in downtown Olympia for potential housing (parcels 78503900300, 78503900400). Then in the summer of 2020, the focus for the site shifted from housing to healing by wanting to provide a safe place for community members to find peace, connection, and belonging. In 2021, the property was transferred over to the Olympia Parks Department to develop into a park. A stakeholder group of interested City staff and community members was formed to discuss the possibilities for this space. Five park purpose and goal statements were identified to help assist with preliminary design concepts for the site, they included:

- To celebrate, honor, and recognize the local history and contributions of our African American and Black community members.
- To provide a safe place for peace and healing, that honors representation and fosters a sense of belonging and inclusion.
- To promote equity, respect, and learning as we build community together.
- To find common ground with each other through storytelling, performance and art - especially stories, performances, art from, or promoted by and led by our African American and/or Black community members.
- To build strong connections with the surrounding neighbors and organizations.

In 2022, the park was named after Rebecca Howard, an accomplished and respected black businesswoman who owned and operated the Pacific House Hotel from the late 1850's to the 1870's. Rebecca was known for her welcoming yet no-nonsense demeanor as she managed the boarding house and restaurant which served local regulars and traveling politicians.

This site itself has an interesting history overseen by the caretaking efforts of the non-profit Fertile Ground. Since the late 1990's, the property has served as an educational resource for urban sustainability, a demonstration site for growing food, and a gathering place for community events. For several decades, The Evergreen State College provided a constant source of interns and projects at the site. For more information, please visit: fertileground.org.

There is one structure located on the property – a 936 square foot house built in 1931. Over the years, the house has also been remodeled to feature examples of eco-building techniques. There is a small gravel parking lot with 4 or 5 stalls located on the southern end of the property, to the west of the house.

The property contains a mix of fruit trees, edible plants, a small paved patio, and lawn areas.

Park Website: [Rebecca Howard Park \(olympiawa.gov\)](http://olympiawa.gov)

Project Purpose

The City is embarking on a master planning process to develop a design concept to guide future park development. The master plan will integrate the stories of Black and African American community members who helped shape Olympia. The project design will likely include a large gathering space for events, two small gathering areas (one for adults and one for children), an area for quiet reflection, and public art installations. Each of these areas will honor an influential Black or African American community member by incorporating their story into the design. A local subcommittee, selected by the City, will help choose the individuals who will be honored in the park. The Consultant may be included in the facilitation of those discussions. The design will also incorporate art elements which celebrate the lives of present-day Black and African American community members who continue to share their stories and are making a positive impact today.

Part of this project will be to consider other potential uses for the house on site. One concept that has been discussed is a third-party coffee shop with community space. There is an opportunity for this new building to help program positive uses in the space.

This project will also include a festival street design along 9th Avenue SE from Franklin Street to Adams Street to help connect this site with the library to the north. Another goal of this project is to foster a relationship between the park and library by potentially locating site amenities on the library property (which is also City of Olympia property). This will help expand the site footprint as well as programming opportunities.

The selected consultant will work with the City to facilitate discussions with the community and key stakeholders through the public process.

The master plan must be completed by March 2025.

B. SCOPE OF WORK:

The City will secure the services of a consultant team who can work collaboratively with staff to develop a park master plan for Rebecca Howard Park.

The preliminary scope of work for the project includes:

1. Prepare a Summary of Tasks and Schedule
2. Assess Existing Conditions, Opportunities and Constraints
 - Develop an understanding of the work completed by the Stakeholder group to utilize as a foundation for moving forward
 - Opportunities for connecting park to the library to the north; assessing the site relationship with neighboring properties
 - Perform transportation and parking analysis
 - Analyze stormwater impacts and mitigation
3. Develop and Implement Public Engagement Program in Conjunction with City Staff
 - Develop a public engagement plan and schedule
 - Assist in developing and implementing public engagement tools, such as public meetings, online feedback mechanisms, etc.
 - Record and document public input
 - Meet with key individuals as necessary (sub-committee, stakeholder group)
4. Develop preliminary master plan based on community, stakeholder, and staff input, permitting requirements, and site opportunities and constraints.
 - Incorporate data and analysis into graphic and written formats for presentation and discussion with the public, the Parks and Recreation Advisory Committee, City staff, City Council, and other involved entities.
 - At the onset of the master planning process, the consultant will develop goals, basic themes and programming elements with City staff. These ideas will be carried forward in the public involvement process and further refined. After the initial public involvement process, the consultant will develop at least three alternatives for the site. These alternatives will be vetted by the various committees, Council, the public, and staff. Then a Draft Master Plan will be prepared and another vetting process will take place, including a City Council Study Session. Refinements will be made to the master plan and then the Final Master Plan will undergo an approval process by City Council.
5. Final Community Park Master Plan will include:

- a. Description of the community’s vision and priorities for the site
- b. Summary of public engagement process and feedback
- c. Review of the site analysis, opportunities and constraints, including but not limited to those areas identified in #2 above
- d. Develop features in the design that promote safety and security on the site.
- e. Preferred concept drawing and justification for the final selected design
- f. A site plan of the final selected design that clearly depicts all:
 - site amenities
 - building purpose and location
 - vehicular, bike, and pedestrian circulation and access
 - parking
 - ADA accessibility
 - emergency access
 - utilities and stormwater management
 - setbacks
 - site furnishings
 - themes
 - opportunities for public art and historical/cultural interpretation
 - heights and elevation drawings of key features and structures
- g. Cost estimates for park development, as well as annual operations and maintenance. All cost estimates should reflect, as closely as possible, City of Olympia standard salaries, benefits, and preferred practices for operations and maintenance.
- h. Implementation Plan
- i. Anticipated permits and processes required for park development
- j. Preparation of public presentation materials, drawings, graphic renderings, reports and other required information
- k. Utilization of City of Olympia applicable regulations and any other federal, state or local requirements that would apply
- l. Identifying grant opportunities or outside funding sources.

Supplemental Task Preliminary Design

Upon completion of the Final Master Plan, the City will reserve the opportunity to amend the contract with the selected consultant to prepare the preliminary engineering design including specifications, detailed design drawings, cost estimates, and/or permitting services, as necessary.

C. CONSULTANT SELECTION CRITERIA:

A selection committee of City staff (Committee) will evaluate consultant qualifications and develop a short list of qualified firms. Selected firms may be invited to appear for interviews (as deemed necessary by the Committee). The Committee will make a final ranking and will make a recommendation for selection based on qualifications, demonstrated competence, and technical response to the Request for Qualifications (RFQ). When the recommendation is approved, the highest ranked firm will be invited to enter into contract negotiations with the City.

Staff will evaluate the statement of qualifications received based on the following criteria:

1. *Demonstrated experience designing and permitting projects of similar size, scope, and complexity. (25 points)*
2. *Demonstrated experience designing projects that honor and celebrate Black and/or African American stories through site design or interactive art installations. (25 points)*
3. *Identification of ways to engage the City, its stakeholders, and the public in an open process of visioning and reviewing alternatives, including online participation and experience with competing interests. (15 points)*
4. *Demonstrated expertise in producing compelling visual graphics of the final design. (15 points)*
5. *Qualifications of key personnel and project team (10 points)*
6. *Describe the public art expertise of the Design Team, and how public art will be incorporated into the process and product. (5 points)*
7. *Quality of the proposal including organization, completeness, relevance and conciseness. (5 points)*

All consultants submitting qualifications will be notified of the City's selection. ***Please do not contact the City of Olympia for status on the selection process during the selection period.***

D. CONTRACT:

The selected consultant will be required to enter into a professional services agreement with the City.

The City of Olympia's *Professional Service Agreement (PSA), Exhibit B* will be the contract document for these services. All prospective consultants are advised that when applicable, the Equal Benefits Compliance Declaration Review Form will be used on this project. These contracts are subject to certification of equal benefits supplied to all employees.

If the City and the selected firm are unable to agree on the terms and conditions of the contract, the City will terminate negotiations and the next best qualified firm will be contacted for contract negotiation. The City reserves the right to award the contract in whole or in part, if deemed in the City's best interests.

E. PROPOSAL REQUIREMENTS:

1. COVER LETTER

The cover letter shall be addressed to:

Sarah Giannobile, Parks Planner
Olympia Parks, Arts and Recreation Department
P.O. Box 1967

Olympia, WA 98507-1967

Statement of Qualifications shall be limited to a total of six sheets of paper that may be printed on both sides, in other words a maximum of 12 pages of content. The cover letter, front and back covers, team member resumes, and *City of Olympia Equal Benefits Compliance Declaration Form, Exhibit A* do not need to be counted toward the six sheet limit.

Five (5) hard copies and an electronic PDF file of the consultant statement of qualifications shall be submitted. *Submittals that exceed the maximum number of pages or have less than five (5) copies will be rejected.*

2. PROVIDE THE FOLLOWING INFORMATION:

Cover Letter

The cover letter should demonstrate your firm's understanding of the requirements related to the submission and summarize your firm's qualifications and relevant experience. The letter should be signed by someone authorized to enter into an agreement with the City of Olympia.

Company Background

Provide a brief firm history including the number of years in business, names of members of the firm leadership, organizational structure and a description of the firm's philosophy.

Project Approach

Describe your firm's plan for approaching the project including planning, design and implementation based on the scope of services outlined in this RFQ. Also include a time schedule to complete the plan.

Qualifications of Consultant Team

Identify all members of the team, including all proposed consultants and any sub-consultants. Provide a summary of qualifications of the assembled team and detailed resumes of key personnel who will be assigned to the project. Provide a chart showing the organization of the proposed team identifying the principal and project manager in charge of the project.

Prior Experience

Demonstrate your firm's prior experience developing park master plans. Include similar relevant projects which best illustrate your team's qualifications for this project. Provide details on each project including:

- a. Name of Project
- b. Project Location
- c. Project Description

- d. Photographs and/or Renderings

References

Provide a list of at least (3) three references for similar park master plan type projects with summary scope of work, estimated project cost, names and contact information.

Other

Provide any other information you deem appropriate and useful in assisting in the team selection. Include confirmation that the consultant will comply with the City of Olympia Equal Benefits ordinance (see *Equal Benefits Compliance Declaration Form attached as Exhibit A to this RFQ*).

F. TERMS AND CONDITIONS:

1. Proposers assume the risk of any delay in the mail. Whether sent by mail or by personal delivery, proposers assume responsibility for having the proposals deposited on time at City Hall. All statement of qualifications received after the designated time will not be considered.
2. Any errors discovered after RFQ submission deadline must remain and cannot be adjusted.
3. It is the sole responsibility of the proposers to assure that they have received the most current RFQ.
4. It shall be the responsibility of each proposer to call to the attention of the City any apparent discrepancy in the RFQ or any question of interpretation. Failure to do so constitutes acceptance as written.
5. The proposal, as presented, shall remain valid for a period of ninety (90) days from proposal due date.
6. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
7. The City reserves the right to revise or amend the RFQ prior to the proposal due date by written addenda.
8. The successful proposer will be required to sign a Contract with the City; **the City will not sign any company's service agreement, contract or any other form of agreement.** The City does reserve the right to extract certain language from a company's agreement and incorporate it into the City contract, if agreeable to both parties.
9. The contract resulting from acceptance of a proposal by the City shall be in a form supplied by the City, and shall reflect the specifications in this RFQ.

10. The insurance certificate required, as detailed herein, shall be submitted upon notification of award.
11. All statement of qualifications submitted to the City of Olympia become the property of the City and are public record and subject to public disclosure upon request.
12. The successful proposer must comply with all Federal, State, and City of Olympia statues and codes as may be applicable to the scope of work detailed herein, including all labor laws.
13. The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the RFQ.
14. **Washington State Law and Venue:** Any resulting contracts, (if any) shall be construed under the laws of the State of Washington. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of resulting contracts shall be brought in Thurston County, Washington.
15. The successful proposer shall be responsible for obtaining all necessary permits, at the proposer's expense.
16. All proposers shall obtain and shall produce, upon request, a Business License to do business in the City of Olympia prior to executing their contract with the City.
17. The Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City of Olympia does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

G. TITLE VI:

City of Olympia in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 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 ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

H. INSTRUCTIONS FOR PROPOSERS:

The deadline for submission of proposal is **4:00 pm Pacific Standard Time, Monday, April 22, 2024.**

No faxed or electronic statement of qualifications will be accepted.

For questions about this RFQ, please contact Sarah Giannobile, Parks Planner via email at sgiannob@ci.olympia.wa.us. Questions via telephone will not be accepted. All questions to this proposal must be received by **Tuesday, April 9, 2024 at 4:00 pm Pacific Standard Time**. Questions received after this date may not be answered.

Statement of qualifications must be sealed and plainly marked:

Rebecca Howard Park Master Plan RFQ

City of Olympia – Parks, Arts and Recreation Department
P.O. Box 1967
Olympia, WA 98507-1967
Attn: Sarah Giannobile, Parks Planner

Deliver 5 copies of the submission to:

City of Olympia
601 4th Avenue East
Olympia, WA 98501

Or mail 5 copies of the proposal to:

City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967

END OF RFQ

Exhibits:

EXHIBIT A
CITY OF OLYMPIA PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B
EQUAL BENEFITS COMPLIANCE DECLARATION

Exhibit C
STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENT

Exhibit D
PROPOSED TIMELINE

Exhibit "A"
PROFESSIONAL SERVICES AGREEMENT
FOR
_____ **SERVICES**

(NOTE: Use this template for consultants, architects, engineers, accountants, and other professional services.)

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and _____, a ***(insert state of incorporation; e.g. Washington, California, Georgia, etc.)*** corporation ("Consultant"). ***(If Consultant is not a corporation, replace with type of entity, if known, i.e., limited liability company, sole proprietorship.)***

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of _____; and

B. Consultant has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

(Alternative Provision:) Consultant shall provide the following services:

_____ ("Services"), in a manner consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.

(Alternative Provision:) Consultant shall provide the services more specifically described in Exhibit "A," ***(Staff: please attach exhibit and mark "Exhibit "A")*** attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than _____ ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

(Alternative Provision:)

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed STAFF: Write amount, i.e. Twenty-Five Thousand, Four Hundred Fifty and No/100 Dollars (\$_____) (**Optional phrase: calculated on the basis of the hourly labor charge rate schedule for Consultant's personnel attached hereto as Exhibit "B";**) (**Optional sales tax clause: and Washington State sales tax equal to _____ (\$_____)**) for a total amount not to exceed add comp & sales tax for total.

(Alternative Provision: use if there are expenses)

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed _____ and ___/100 Dollars (\$_____) calculated as follows:

- (i) Consultant's Fee. An amount not to exceed the sum of _____ and ___/100 Dollars (\$_____), (**Optional phrase: calculated on the basis of the hourly labor charge rate schedule for Consultant's personnel attached hereto as Exhibit "B";**) (**Optional sales tax clause: and Washington State sales tax not to exceed _____ and ___/100 Dollars (\$_____)**); and

(Optional Section ii:)

- (ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Consultant in performing the Services including _____ and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed _____ and ___/100 Dollars (\$_____).

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, (**Optional phrase: which invoice shall specifically describe the Services performed, the name of Consultant's personnel performing such Services, the hourly labor charge rate for such personnel,**) and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

C. Consultant Responsible for Taxes. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Contract Managers.

The Parties agree that all formal communications about this Agreement, contract deliverables, accomplishments, regulatory oversight, invoicing and requests for amendment must be coordinated

directly between the Consultant and City’s Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

Consultant

(Name of Person)

(Title of Person)

(Address)

(Email)

(Phone)

City of Olympia

(Name of Person)

(Title of Person)

(Address)

(Email)

(Phone)

6. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

7. Assurances.

The Consultant affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Consultant is an independent contractor and that the City shall be neither liable nor obligated to pay Consultant sick leave, vacation

pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Consultant may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Consultant services, programs or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Consultant or by Consultant's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

B. In the event of Consultant's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Consultant may be declared ineligible for further agreements or contracts with the City. The Consultant, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit B (**or Ex. C if there is already an Ex. B per Section 4.A**). If the contract amount is \$50,000 or more, the Consultant shall execute the attached Equal Benefits Declaration - Exhibit C (**or Ex. D if there is already an Ex. C per this section**).

10. Confidentiality.

Consultant agrees not to disclose any information and/or documentation obtained by Consultant in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Consultant will be grounds for immediate termination.

11. Indemnification/Insurance.

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.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. 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.

C. 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.

D. 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 at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, 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 of Washington.

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

E. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. Other Insurance Provisions. 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 insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. 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.

I. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

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 (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

K. City's Full Access to Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City 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 Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

12. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Consultant in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Consultant at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Consultant.

13. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Consultant, the cost of which the Consultant is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the Consultant. If the Consultant elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Consultant. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Consultant under the terms of this Agreement in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Consultant agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Consultant shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Consultant, or which results from the failure on the part of the Consultant to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Consultant shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Consultant shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the parties.

14. Books and Records.

The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all

reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records owned, used, or retained by the City that meet the definition of a “public record” pursuant to RCW 42.56.010 are subject to disclosure under Washington’s Public Records Act. Should the Consultant fail to provide records created or used by Consultant in its work for the City within ten (10) days of the City’s request for such records, Consultant shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney’s fees, against the City involving such withheld records.

15. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Consultant nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Consultant desires to assign this Agreement or subcontract any of its work hereunder, the Consultant shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Consultant's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Consultant certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: _____

[Enter name and title of Department Director or authorized Line of Business Director]

P.O. Box 1967

Olympia WA 98507-1967

Date of Signature: _____

APPROVED AS TO FORM:

City Attorney

I certify that I am authorized to execute this Agreement on behalf of the Consultant.

[Enter Name of Consultant's Company]

By: _____
(Signature)

(Print Name of Person Signing)

(Title of Person Signing)

(Address)

(Phone)

Date of Signature: _____

Exhibit "B"

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in health benefits.

Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

(Signature)

(Date)

Print Name of Person Signing

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature)

(Date)

Exhibit "C"
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

Consultant Name

Signature

Name (please print)

Date

Title



Request for Qualifications (RFQ)

REBECCA HOWARD PARK MASTER PLAN

Exhibit D

Proposed Timeline

Request for Qualifications Advertised	Sun/ Mon, 3/31 or 4/1
Questions Deadline	Tues, 4/9/24, 4pm
Statement of Qualifications Due	Mon, 4/22/24, 4pm
Consultant Interviews	Mon, 5/13/24
Contract Negotiations	5/15/24 – 6/7/24