



**REQUEST FOR PROPOSAL (RFP 2015-1001)**

**Ten (10) Year**

**Economic Development Strategic Plan**

City of Auburn

Departments of Administration - Economic Development

&

Community Development & Public Works

25 West Main St

Auburn, WA 98001

253.804.3101

[www.auburnwa.gov](http://www.auburnwa.gov)

Issue Date: May 20, 2015

Deadline for Submission: June 22, 5:00 PM

# TABLE OF CONTENTS

TABLE OF CONTENTS .....	2
SUMMARY OF REQUEST FOR PROPOSAL (RFP) 2015-1001	
GENERAL DESCRIPTION OF PROJECT.....	4
BACKGROUND .....	4
CONTACT PERSON .....	5
PROPOSED PROJECT SCHEDULE .....	5
DEADLINE AND DELIVERY .....	5
CONTRACT AMOUNT .....	6
MINIMUM REQUIREMENTS .....	6
SCOPE OF SERVICES.....	7
REVIEW PROCESS .....	13
WORK SCHEDULE .....	13
RFP PROPOSAL SUBMITTAL REQUIREMENTS.....	13
RESPONSIBILITIES, DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS .....	16
EQUAL OPPORTUNITY COMPLIANCE.....	19

## **SUMMARY OF REQUEST FOR PROPOSAL (RFP) 2015-1001**

The City of Auburn, Washington is soliciting proposals in order to identify qualified individuals, firms or teams of firms to act as a consult to the City for the preparation of a Ten (10) year Economic Development Strategic Plan for the City of Auburn. The qualified individual, firm or team of firms will have demonstrated experience, knowledge and qualifications in the preparation of a comprehensive and long-term economic development strategic plan for the entire City of Auburn. The selected consultant will be one that has demonstrated experience in preparation of city-wide economic development strategic plans. The purpose of this Request for Proposal (RFP) is to solicit responses from individuals, firms, or teams of firms that desire to be considered for this project.

Sealed Proposals will be received at the City of Auburn City Hall, 25 West Main Street, Auburn, WA 98001 until 22nd, June, 2015, 5:00 PM PST. Proposals shall be delivered and addressed to, City of Auburn, Washington, Attn: City's Clerk's Office, 25 West Main Street, Auburn, WA 98001 and shall be labeled "SEALED PROPOSAL FOR CITY OF AUBURN TEN (10) YEAR ECONOMIC DEVELOPMENT STRATEGIC PLAN - RFP # 2015-1001". No information submitted by facsimile or electronic mail will be accepted unless otherwise requested by the City during the proposal review process. Proposals received after 5:00 PM on June 22nd, 2015 will not be accepted with no exceptions.

Any Proposer who wishes his/her proposal to be considered is responsible for making certain that his proposal is received in the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will be returned unopened. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the City before the Proposal Submittal Deadline. Late Proposals will be returned to the Proposer unopened.

**Please note that any and all costs borne by the Proposer for the preparation of any and all materials to be submitted in response to this Request for Proposal are the sole responsibility of the Proposer. The City of Auburn shall not be responsible for nor compensate in any manner for these costs.**

Proposers must submit one (1) identified original copy, ten (10) copies of the proposal and one (1) electronic copy of the proposal including any attachments. The proposal shall be accompanied by a cover letter signed by a representative who is authorized to contractually bind the Proposer.

### **[ ] MANDATORY PRE-PROPOSAL CONFERENCE**

A mandatory pre-proposal conference is scheduled for May 26<sup>th</sup> at 1:00 PM, at City of Auburn City Hall 25 West Main St, Auburn, WA 98001.. All Proposers planning to submit a proposal are required to attend this meeting. Proposers should allow sufficient

time to insure arrival prior to the indicated time. Proposals from those who have failed to attend the mandatory pre-bid conference will not be opened.

#### [ ] VOLUNTARY PRE-PROPOSAL CONFERENCE

A voluntary pre-proposal conference is scheduled for June 17<sup>th</sup> at 1:00 PM, at the City of Auburn City Hall 25 West Main St, Auburn, WA 98001. Attendance at the pre-proposal conference is encouraged. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements and visit the site location. Although the pre-proposal conference is optional, no modification or any changes will be allowed because of the failure of the Proposer to have visited the site or attend the conference or carefully review all available information.

For additional information, contact Douglas Lein, Manager, Economic Development Division, 253 804-3101, [dlein@auburnwa.gov](mailto:dlein@auburnwa.gov). Please note that any inquiries for additional information or clarification will be provided to all other interested parties via posting on the City's web site page for Requests for Proposals.

### **GENERAL DESCRIPTION OF PROJECT**

The City of Auburn, Washington is issuing this Request for Proposals (RFP) to identify qualified individuals, firms or team of firms for the preparation of a Ten (10) Year Economic Development Strategic Plan for the City. The City seeks an individual, firm or team of firms that has specific and demonstrated experience in the preparation and implementation of comprehensive Economic Development Strategic Plans. It is expected that the selected consultant will prepare a City-specific Strategic Plan that contains community analyses, community strengths, weaknesses, opportunities and threats, community feedback and information gained through substantive public outreach and education, specific economic development goals and objectives, specific economic development strategies, and specific economic development implementation measures. The City requires the Strategic Plan to also contain an Implementation Plan, outlining the timing, anticipated cost and funding source of each Implementation Action.

### **BACKGROUND**

The City of Auburn, Washington is located in King and Pierce Counties in Western Washington. It is an area often referred to as the Green River Valley. Auburn was incorporated in 1891 and is one of the older communities in the State of Washington. The City has a total land area of 29.8 square miles. As of April 2015, the City's population was approximately 75,000 with approximately 9,000 residents in the Pierce County portion of the City.

Ideally, the plan will outline a key set of strategies, with action items, that build upon the City's current economic asset base, and would identify how to overcome its challenges, facilitate the growth and expansion of existing industry and business sectors, and

promote key redevelopment corridors as integral to the City's economic future. These activities will increase employment and position the City as a great place to live, learn, work, and play. The strategies developed should address both the needs and impediments for existing business, while defining methods for attracting and growing new business areas of opportunity. Identifying and maintaining a balance between the two is necessary in a "built-out" community like the City of Auburn.

## **CONTACT PERSON**

Questions regarding this Request for Proposal may be directed to the following person:

City of Auburn  
Douglas Lein  
Manager, Economic Development Division  
25 West Main St  
Auburn, WA 98001  
253 804-3101  
dlein@auburnwa.gov  
www.auburnwa.gov

## **PROPOSED PROJECT SCHEDULE**

RFP Issued:	May 20, 2015
Deadline for Proposed Submission:	June 22, 2015
Consultants Selected for Interviews:	July 3, 2015
Interviews Conducted by RFP Review Committee:	July 16, 2015
Consultant Agreement Approved by Council:	August 3, 2015
Notice of Agreement Award:	August 5, 2015
Project Completion Date:	December 1, 2016

**NOTE: All dates/times are subject to change at the City's discretion.**

## **DEADLINE AND DELIVERY**

Proposers must submit one (1) identified original copy, ten (10) copies of the proposal and one (1) electronic copy of the proposal including any attachments.

Sealed Proposals will be received at the City of Auburn City Hall, 25 West Main Street, Auburn WA 98001, until 22nd, June, 2015, 5PM local time. Proposals shall be delivered and addressed to, City of Auburn, Attn: City's Clerk's Office, 25 West Main Street, Auburn, WA 98001 and shall be labeled "SEALED PROPOSAL FOR CITY OF AUBURN TEN (10) YEAR ECONOMIC DEVELOPMENT STRATEGIC PLAN - RFP # 2015-1001".

No information submitted by facsimile or electronic mail will be accepted unless otherwise requested by the City during the proposal review process. Proposals received after 5 PM on June 22nd, 2015 will not be accepted.

## **CONTRACT AMOUNT**

The contract amount shall be a not to exceed amount of \$250,000 as authorized by the Auburn City Council through its adoption of the 2015/2016 biennial budget. Funding is for this biennial budget period only and all contracted work must be completed in this timeframe unless future action is taken by the Auburn City Council to provide additional funding in the 2017/2018 biennial budget. Please be advised that responders to this RFP should not in any way assume that there will be any future funding available in preparing their submittals.

## **MINIMUM REQUIREMENTS**

Minimum requirements for submittal of a proposal in response to this RFP include the following:

1. Demonstrated understanding of local economic development theory and practice, research methods, group consensus building, implementation methods, and monitoring and updating processes.
2. Demonstrated familiarity with development and implementation of economic development policies.
3. Demonstrated experience in community engagement, information gathering and information sharing.
4. Demonstrated experience, competence, and qualifications of the consultant and the participating staff successfully providing similar services to public entities.
5. Understanding of the requested services and appropriateness of the proposed work program.
6. Ability to perform the work in a timely manner, availability of staff and contingency plans.

Proposals must state the proposer's federal and state taxpayer identification numbers.

**Please note that any and all costs borne by the Proposer for the preparation of any and all materials to be submitted in response to this Request for Proposal are the sole responsibility of the Proposer. The City of Auburn shall not be responsible for nor compensate in any manner for these costs.**

## **SCOPE OF SERVICES**

The overall responsibility and scope of work for the Consultant is to prepare a Ten (10) Year Economic Development Strategic Plan for the City of Auburn containing goals, objectives, strategies and performance based implementation measures. The Consultant will also provide meeting facilitation services during the public outreach and stakeholder interview process as necessary.

The Consultant shall provide professional services to support the following tasks:

### **Task 1 – Kick-Off Meeting**

Prepare for and facilitate a comprehensive kick-off meeting with City staff to review work tasks and responsibilities, discuss key questions or concerns, review and plan for any logistical requirements and refine any project timeline elements.

### **Task 2 - Existing Conditions Analysis**

- a. Review and analysis of existing demographic and socioeconomic data, labor force characteristics, sales tax revenue, lodging tax revenue, and other key economic data.
- b. Review of Auburn's economic base including business types and characteristics, employment characteristics and labor force characteristic.
- c. Review and analysis of local ordinances, policies, Comprehensive Plan/zoning and rules, providing recommendations on making adjustments to favor economic growth.

### **Task 3 - Market Capacity Study**

Conduct a market study of the City's retail/commercial sectors. The study shall assess current and future retail trends affecting the City at the local, regional, national level, current vacancy rates and factors influencing these vacancies, competitive advantages and disadvantages, the current retail inventory and the ability of the market to bear this inventory and future additions to it and needed strategies by the City and the private sector to maintain and enhance the City's retail sector. The following subtasks shall be conducted:

- a. Review of Current National and Global Retail Trends – Analyze trends in the national and global retail landscape and their current and future applicability to Auburn and the region.

- b. Demand Factor Analysis - Define trade area; determine population and income levels for trade area; calculate expenditure potential by retail store type; estimate Auburn's capture rates based on survey research; estimate inflow sales opportunities based on survey research; and calculate additional supportable retail and service space.
- c. Supply Factors Analysis - Determine existing retail and service space in Auburn by type, including vacant space; determine planned and potential competition; calculate existing sales performance levels and service levels; and compare with typical industry averages to determine if there is current oversupply/undersupply.
- d. Inventory of Current and Proposed Competition – Complete a full inventory of all retail and services space in the City of Auburn and identify all known potential future developments, including proposed commercial projects, expansion potential on existing sites, and designated un-built commercial lands.
- e. Commercial Space Demand Projections – Determine the amount of retail and service space that could be supported in Auburn to 2025 by analyzing information including but not limited to trade area population projections, per capita income levels of trade area residents, estimates of the Auburn capture rates.
- f. Supply/Demand Reconciliation – Conduct a detailed comparison of potential supply and future demand to assess the need for additional commercial designated land.
- g. License Plate Survey – Collect an appropriate level of license plate numbers at multiple retail locations at a pre-determined time to determine the extent of the City's retail draw and the extent of inflow from outside Auburn.
- h. On-Street Intercept Surveys – Conduct an appropriate number of in-person customer interviews in Uptown Auburn, West Auburn and the Gallery District during a pre-determined time to determine the retail draw of these areas, customer shopping patterns and perceptions of these areas.
- i. Telephone Consumer Survey – Conduct a telephone survey of an appropriate number of residents from the City of Auburn and the surrounding defined Trade Area to determine their retail expenditure patterns and the Auburn capture rate. From this survey, determine the market shares attracted by individual retail clusters in the City.
- j. Rental Rate Survey – Interview commercial realtors in the City of Auburn to establish local commercial real estate trends. In addition to obtaining detailed rental rate information, the survey should also include questions regarding market trends, impediments to future commercial development, and the strengths and weaknesses of the various commercial clusters in the City.



#### **Task 4 - Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis**

Conduct a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis of Auburn's assets, strengths, weaknesses, opportunities, threats and barriers to development and business growth shall be documented from stakeholder interviews, focus groups, on-line and random surveys and website research

The Consultant shall identify the community's assets and competitive advantages and proposed activities and programs to incorporate these assets and advantages into an overall economic development strategy.

#### **Task 5 - Reverse Site Selection**

Conduct the following subtasks:

- a. Inventory available buildings and land;
- b. Rate quality of commercial/office stock versus needs of relocating businesses in target industries;
- c. Review business costs compared to benchmark communities;
- d. Assess quality/availability of incentives;
- e. Assess infrastructure/utilities including:
  - a. Transportation networks (road, rail, air)
  - b. Water, wastewater, electricity, telecommunications
  - c. Utility rates
- f. Review entitlement process and permitting;
- g. Review labor quality and availability;
- h. Review marketing, promotional, and public relations efforts to target corporate site selectors, executives in target business sectors, and other targeted audiences; and,
- i. Review of website, collateral, electronic newsletters, advertising campaigns and other vehicles employed to reach the target audience.

#### **Task 6 - Perception Survey (Site Selectors)**

Conduct telephone interviews national and international site location consultants and other key influencers to gather insights on their perspective on: (a) Auburn's assets and barriers for business attraction and expansion; (b) industries they see are having the most growth and investment activity in the United States and State of Washington; and (c) suggestions for target industries based on their perception of Auburn and the region.

## **Task 7 - Best Practice Case Studies and Performance Metrics**

Perform a case study analysis of three (3) comparable communities that have successfully implemented economic development strategic plans. The case study analysis should provide a detailed background on each selected community, the economic development strategic planning process for each community, key findings, actions, strategies and implementation measures identifying from the respective planning processes and key performance metrics adopted and implemented by each community to measure progress and success.

## **Task 8 - Target Industry Validation & Selection**

Perform the following subtasks:

- a. Conduct an analysis to identify the Auburn community's best fit with primary industries – those industries that would most benefit from the community's assets and be willing to expand and/or relocate to the area – and industries that bring value to the community in the form of investment, jobs, payroll and local purchasing.
- b. Identify a list of potential industry clusters to “target” and allocate resources to enhance and diversify the economic base.
- c. Analyze Industry trends and growth in the region and in select geographic locations; Support industries to existing basic targets; and Geo-economic assets of the community.
- d. Evaluate industry trends in King County, Pierce County, the Green River Valley, the South Sound area and the Puget Sound region to identify patterns of growth, employment, payroll, and number of establishments.
- e. Identify industries that are currently represented in the local regional economy and how they have performed over the past several years.
- f. Develop specific guidelines to identify the types of industries that can be targeted for Auburn.
- g. Conduct research on those industries rising to the top to uncover opportunities at the industry sub-sector level and to enhance industry understanding.

## **Task 9 – Public Engagement**

Perform the following subtasks:

- a. Prepare for and facilitate three (3) community workshops with business community leaders, the business community in general, the Auburn Area Chamber of Commerce, Auburn Downtown Association and other groups and citizens in the Auburn community.
- b. Prepare for and facilitate three (3) meetings with Town staff and key community members to identify and prioritize economic development goals and objectives and proposed activities and programs.
- c. Conduct stakeholder interviews with the following:
  1. Mayor of Auburn
  2. Seven (7) Individual Auburn City Council Members
  3. Director of Administration
  4. Finance Director
  5. Community Development and Public Works Director
  6. City Engineer
  7. Assistant Director of Community Development Services
  8. Economic Development Manager
  9. Police Chief
  10. President/CEO of Auburn Area Chamber of Commerce
  11. Executive Director of Auburn Downtown Association
  12. Superintendent of Auburn School District
  13. President of Green River College
  14. King County Executive
  15. Pierce County Executive
  16. President/CEO of Economic Development Council of Seattle and King County
  17. Ten (10) Additional Organization/Community Representatives to be determined through consultation with City Administration
- d. Develop and implement with City support and assistance a social media campaign to illicit community input and sentiment on topical areas pertaining to the development of the Ten (10) Year Economic Development Strategic Plan.
- e. Develop and host for the duration of the project a project specific web page containing project related information. The project specific web page shall be developed early and shall contain methods for the public to review information and documents and provide comments.

## **Task 10 – Ten (10) Year Comprehensive Economic Development Strategic Plan**

Based on the work conducted for Tasks 1-8, the consultant shall prepare draft and final versions of a locally based and comprehensive Ten (10) Year Economic Development

Strategic Plan setting forth goals and objectives for taking advantage of the opportunities for the City of Auburn and solving key economic development problems of the City. The Plan shall address economic development issues including but not limited to labor and occupational skills development, market capacity issues and opportunities, site selector and public perceptions including real and perceived barriers to entry, target industry focuses and strategies, SWOT issues and opportunities, best practices applicable to Auburn, business recruitment and marketing, City web and branding services. The Plan shall contain: a) detailed recommendations on economic development strategies that the City should pursue over the course of ten (10) years; b) actions including projects, programs, policy additions and changes that the City should strive to implement over the course of ten (10) years to implement the economic development strategies; and c) performance measures with timelines that will be used to evaluate whether and to what extent plan strategic goals and objectives have been or are being met.

### **Task 11 – Economic Development Strategic Plan Review, Refinement & Adoption**

- a. The Consultant and any needed subcontractors shall prepare for and facilitate one (1) meeting with City staff to review and discuss the draft Ten (10) Year Economic Development Strategic Plan provided to City staff for initial review. The Plan shall be revised as needed based on staff input.
- b. The Consultant and any needed subcontractors shall prepare for and facilitate up to two (2) public presentations with interested citizens, businesses and organizations to review and discuss the draft Ten (10) Year Economic Development Strategic Plan. The Consultant shall prepare a summary of key comments and concerns and shall identify potential changes to the Plan based on this input for transmittal to the Planning and Zoning Commission and City Council.
- c. The Consultant and any needed subcontractors shall prepare for and attend up to two (2) meetings or workshops with the Planning Commission to review and discuss the draft Ten (10) Year Economic Development Strategic Plan. The Consultant shall prepare a summary of key comments and concerns from the Commission and shall identify potential changes to the Plan based on this input for transmittal to the City Council.
- d. The Consultant and any needed subcontractors shall prepare for and attend up to two (2) meetings or workshops with the City Council to review and discuss the draft Ten (10) Year Economic Development Strategic Plan.
- e. The Consultant and any needed subcontractors shall revise the draft Plan based on City Council direction and input.
- f. The Consultant and any needed subcontractors shall prepare for and attend one (1) meeting of the City Council to assist the City Council and City staff in the adoption of the final Ten (10) Year Economic Development Strategic Plan.

## **Task 12 – Project Management**

Conduct project management activities including but not limited to regular correspondence with the City's designated project manager, preparation/review/submittal of monthly invoices, preparation and submittal of monthly strategic management reports addressing current project status and issues, outstanding issues or concern and future work tasks.

## **REVIEW PROCESS**

Consultant selection will be based upon a qualitative review of the Proposals submitted. City staff may request additional clarifying information from any or all consultants that submit a Proposal during the review process. City staff will conduct an initial evaluation of the responses to this RFP to identify those firms that will be selected to proceed to an interview with the RFP Review Committee that will make a recommendation to the City Council on the selection of the consultant determined to be the most qualified for the project. It is anticipated that the City of Auburn and the selected firm will enter into a professional services contract for the time period beginning August 2015 through project completion.

## **WORK SCHEDULE**

The Consultant's work schedule will begin immediately upon contract award and is expected to continue until the City Council approves the acceptance of a complete plan. A proposed work schedule for the Strategic Plan process should be submitted as part of the proposal. All work must be completed within the City's biennial budget for 2015/2016 unless otherwise extended by the City.

## **RFP PROPOSAL SUBMITTAL REQUIREMENTS**

Consultants interested in providing these services must prepare and submit a Proposal that includes the following minimum information:

a. Cover Letter:

The Cover letter is to be signed by an officer of the firm authorized to execute a contract with the City of Auburn.

b. Approach to Services

Provide a narrative statement demonstrating an understanding of the overall intent of this RFP, as well as the methods used to complete assigned tasks. Identify any issues or concerns of significance that may be appropriate. Please include any suggested changes that may streamline the process resulting in a cost savings.

c. Consultant Qualifications:

This section shall describe the areas of expertise of current permanent staff and the scope of services that can be provided by the firm without the services of an outside consultant under the consultant's direction.

d. Key Personnel:

Include a proposed project management structure. Identify the key contact for the project and all personnel who will be assigned to work on this project, including a description of their abilities, qualifications, and experience. A meeting facilitator shall be included as part of the project team. Include resumes for all key individuals.

There can be no change of key personnel once the proposal is submitted without the prior approval of the City of Auburn.

e. Subcontractors:

Identify any portion of the scope of work that will be subcontracted. Include firm qualifications and key personnel, telephone number and contact person for all subcontractors. The City of Auburn reserves the right to approve or reject all consultants or internal staff performing consulting services, proposed by the consultant during or after the consultant review and selection process.

f. Project Organizational Chart:

Provide a detailed project organizational chart demonstrating the roles and responsibilities of all involved parties including the City of Auburn.

g. Project Work Plan:

Provide a description of project understanding, detailed work approach and methodology. The work plan shall list specific tasks and any specific considerations, options, or alternatives.

h. Project Schedule:

Propose a detailed timeline for completion for the Strategic Plan including start date, tasks, milestones, and target date of completion. Any assumptions regarding turnaround time for City Council or City staff review should be clearly noted.

i. Fee Information:

Provide a detailed fee proposal by task for the services identified in the scope of services section of this proposal. Identify sub-tasks and the respective cost in your fee proposal as necessary. This section of your proposal shall include a professional fee schedule (hourly fee chart) for the consultant's personnel and the subcontractor's key personnel identified above who would be working on this project. Hourly fees for additional or optional services that may be required shall also be included. Unless specified in the submittals, the professional fee schedule shall include any costs associated with complying with the City's insurance requirements. The fee proposal shall specify all estimated expenses.

j. References:

A list of projects completed by the proposer under which services similar to those required by this RFP were performed shall be listed in your proposal. An emphasis should be placed on projects undertaken within the last 5 years and those projects undertaken for public agencies located in similar sized communities in Washington and/or the Northwest United States. Include a brief description of the services, dates the services were provided, and name and telephone number or references familiar with the services provided.

k. Work Samples:

Provide brief descriptions of a minimum of five (5) similar projects dealing with economic development, strategic planning, community engagement and involvement, or similar topics prepared by or under the direction of your firm. Include in your description the techniques utilized in using the strategic planning process and the outcome of the planning process.

l. Interview Availability:

Provide a written statement agreeing that proposers may be requested to be available for an interview in the City of Auburn as part of the City's final selection process and agreeing that the lead members of the consulting team will attend any interviews scheduled with the City of Auburn.

## **RESPONSIBILITIES, DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS**

Indemnification/Hold Harmless. The selected 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 negligent acts, errors or omissions of the selected Consultant in performance of work, except for injuries and damages caused by the sole negligence of the City. The City shall defend, indemnify and hold the selected Consultant, 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 negligent acts, errors or omissions of the City in performance of work, except for injuries and damages caused by the sole negligence of the selected Consultant. 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 selected Consultant and the City, its officers, officials, employees, and volunteers, (collectively the “Parties”) the Parties’ liability shall be only to the extent of each Party’s negligence. It is further specifically and expressly understood that the indemnification provided will constitute the Parties waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The waiver will be mutually negotiated by the Parties and the provisions of agreed to indemnification and hold harmless provisions shall survive the expiration or termination of any executed Agreement.

Indemnification. The selected Consultant shall agree to indemnify and hold harmless the City, its officials and its employees from and against all liability claims, demands and expenses, including court costs and reasonable attorney’s fees, in an amount not to exceed the total compensation under contract, on account of any injury, loss or damage that arise out of, or are in any manner connected with, the work negligently performed under contract, or on account of any injury, loss or damage that arise out of, or are in any manner connected with, any omission or professional error of the consultant, or any officer, employee or agent of the Consultant. For other than its professional services, the consultant shall agree to indemnify and hold harmless the City, its officials and its employees from and against all liability claims, demands and expenses, including court costs and reasonable attorney’s fees, in an amount not to exceed the total compensation under contract, on account of any injury, loss or damage that arise out of, or are in any manner connected with, the work negligently performed under this contract, or on account of any injury, loss or damage that arise out of, or are in any manner connected with, any other fault or negligence of the Consultant, or any officer, employee or agent of the Consultant.

Ownership of Documents. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are prepared in the performance of a contract between the Consultant and the City based on a qualified response to this Request for Proposal shall be and remain the property of the City.



Professional Responsibility. The Consultant shall warrant that it is qualified to assume the responsibilities and render the services specified in the Request for Proposal and has all requisite corporate authority and professional licenses in good standing, required by law.

Compliance with the Law. It is contemplated that the work and services to be performed by the Consultant shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of execution of the contract between the Consultant and the City based on a qualified response to this Request for Proposal.

Insurance. The Consultant shall procure and maintain, for the duration of any executed Agreement, insurance as specified by the City Attorney's Office and the City's Risk Manager against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by the Consultant. Insurance shall meet or exceed the following unless otherwise approved by the City Attorney and the City's Risk Manager:

1. Automobile Liability insurance covering all non-owned and hired vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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 under this Agreement.**
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, unless the Consultant has no employees while the Agreement is in effect.
4. Professional Liability insurance appropriate to the Consultant's profession.
5. Minimum Amounts of Insurance: The Consultant shall maintain the following insurance limits:
  - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

- c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
6. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
  - a. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
  - b. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
7. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
8. Verification of Coverage: The 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.

The Consultant shall procure and maintain the minimum insurance coverage listed herein. Such coverage shall be procured and maintained with forms and insurers acceptable to the City, acceptable of which shall not be unreasonably withheld. All coverage shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Consultant pursuant to an executed contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A Certificate of Insurance shall be completed by the Consultant's insurance agent(s) as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the City. The Certificate shall identify this contract and shall provide that the coverage afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) calendar days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to the City of Auburn, Attn: City Clerk, 25 West Main Street, Auburn, WA 98001.

Failure on the part of the Consultant to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a Material Breach of Contract upon which the City may immediately terminate this contract or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all

monies so paid by the City shall be repaid by the Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to the Consultant from the City.

The City reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. The Consultant shall agree to execute any and all documents necessary to allow Auburn access to any and all insurance policies and endorsements pertaining to this particular job.

## **EQUAL OPPORTUNITY COMPLIANCE**

The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity. The Proposer, in the performance of a contract for services, shall agree not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.