

**CITY OF TUMWATER
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES
FOR
SOUTHEAST WATER RESERVOIR**

I. PURPOSE OF REQUEST

The City of Tumwater ("City") is soliciting interest from qualified consultants / service providers (hereinafter referred to as "Service Provider") who are capable of providing engineering services for the design and permitting of an above ground potable water reservoir tank and associated water system. This request for qualifications will be pursuant to Chapter 39.80 RCW. The City's needs are outlined in the following Request for Qualifications ("RFQ").

II. TIME SCHEDULE

The City will follow the following timetable:

Issue RFQ	12/09/2022
Deadline for Email Submittal of Responses to RFQ	12/30/2022, 5 p.m.
Selection of Firms to Interview	1/6/2023
Interview Firms	1/19/2023
Notify Firm Selected	1/23/2023

The City of Tumwater may waive the interview process.

III. INSTRUCTIONS TO PROPOSERS

A. All Statements of Qualifications ("SOQ") must be submitted electronically, via email, to the following email addresses with the subject line "Request for Qualifications – Southeast Water Reservoir – Formal Submittal":

Nhan Vo, PE
Senior Engineer
nvo@ci.tumwater.wa.us and
tumwaterprojects@ci.tumwater.wa.us

A response email will be provided for each submittal verifying that your SOQ has been received by the City.

No other method of delivering proposals will be accepted.

B. All SOQs must be received by 12/30/2022, 5 pm, at which time they will be opened.

C. SOQs should be prepared simply and economically, providing a straight forward concise description of provider capabilities to satisfy the requirements of the request.

To be responsive, the following items must be included in your submittal:

SOQ DOCUMENT REQUIREMENTS:

- Special color displays, promotional materials, etc., are not desired.
 - Emphasis should be on completeness and clarity of content, brevity is strongly encouraged.
 - No more than ten (10) pages including cover page, and letter of interest.
 - Resumes are not included in the 10 page count and will be attached as part of the overall SOQ. All resumes will be no more than one (1) page in length.
 - Font shall be 12 point with the exception of section headings, etc.
 - All text may be single spaced.
 - A minimum of 1” margins (all sides) for all pages. Does not apply to spreadsheets and worksheets.
- D. The Senior Engineer or representative will notify the firm selected by 1/23/2023.
- E. Any questions concerning the City's specifications or RFQ process shall be directed to Nhan Vo with the subject line “Request for Qualifications – Southeast Water Reservoir – Questions” at the following email addresses:

NVO@ci.tumwater.wa.us and
tumwaterprojects@ci.tumwater.wa.us

- F. All SOQ’s must include the following information:

1. Firm Profile

Provide a brief discussion on your firm, highlighting the components that show you are qualified to provide the requested services.

The ideal consultant will have experience and expertise in the following:

- Design of water storage tanks and water system expansion, including elevated tanks specifically in Washington State and other seismic-prone areas;
- Ability to perform water storage tank design alternatives and pipelines that will fit the project site;
- Ability to perform hydraulic analysis modeling for system expansion and site configuration;
- Ability to present recommendations clearly and precisely;
- Ability to meet firm deadlines as set by the City and Washington State Department of Health;
- Preparing Pre-Design reports and system analysis meeting the latest Washington State Department of Health Water System Design Manual Requirements;

- Familiar with the latest Thurston County and City of Tumwater Stormwater requirements;
- Ability to assist the City with environmental permitting and other permitting requirements for the project;
- Design standards applicable for this project.

2. Project Team

Identify the overall Project Manager who will be the key point of contact between the City and the Consultant, who is responsible for all work completed by the Consultant. Please note that the City expects the key point of contact to demonstrate both general management capabilities and has experience in the design and analysis required to complete the work.

For additional key personal, please note their responsibilities on the project, qualifications and other applicable credentials.

Please note which projects the proposed team has worked on together in the past. A simple matrix will suffice.

Key Personnel/Past Performance

- Identify and describe the relevant experience and qualifications of the pertinent individuals who would serve as key personnel for this project.
- Identify availability of key personnel to work on this project.
- Identify other staff members and/or subcontractors that will contribute to the project, and their relevant experience.
- Project Manager must be a Registered Professional Engineer and/or licensed Structural Engineer in the State of Washington.
- The Project Structural Engineer must be a licensed Structural Engineer in the State of Washington with experience in water storage reservoirs, with elevated water storage reservoirs experience preferred.

3. Approach to Project

Provide a description of your company's experiences in performing similar work and describe your firm's approach to complete the project, a discussion of your firm's current workload and its ability to comply with the scope of work and project schedule including specific approaches employed to accomplish each of the project components.

Approach and Schedule

- Describe your company's approach of how best to meet project objectives. Include a discussion of the primary focus of your approach of various phases of the project.
- Include a proposed work schedule including the timing of various key tasks.

Understanding of Project Components

- Identify objectives/tasks that you feel are key to the success of the project; this may include items not already identified in this Request for Qualifications. References for protocols and methods are encouraged.

Quality Control

- Describe the standards and methods used by the company to assure useful quality deliverables of this nature to the client.
- Describe how your firm will address concerns or deficiencies in quality control and deliverables and give a specific example.

4. Similar Projects and References

Please provide examples of projects that your firm has completed that are similar in nature within the past five (5) years. Please note if your key personal on this RFQ had roles in those reference projects.

Please limit project references to only those projects needed to display your firm’s ability to successfully complete the proposed work. Brevity is key.

IV. SELECTION CRITERIA

SOQ will be evaluated as follows:

<u>Factor</u>	<u>Weight Given</u>
a. Firm Profile	10%
b. Project Team	20%
c. Approach to Project	50%
d. Similar Projects and References.	<u>20%</u>
Total Criteria Weight	100%

Each SOQ will be independently evaluated on factors a through d.

V. TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all SOQs, and to waive minor irregularities in any SOQ.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any service provider.
- C. The City reserves the right to negotiate for services and contract with other qualified service provider, if the successful service provider does not execute a contract within thirty (30) days after the selection of the service provider.
- D. Any SOQ may be withdrawn up until the date and time set above for opening of the SOQs.

- E. The contract resulting from acceptance of a SOQ by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFQ. A sample copy of the City of Tumwater Service Provider Agreement (SPA) contract has been included with this RFQ. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ, and which is not approved by the City Attorney's office.
- F. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFQ.

VI. SCOPE OF SERVICES

A. Project Description

The City's potable water system includes two welded steel stand pipe storage tanks and one above ground cement concrete storage tank. Due to the population growth and increased water demand, planned improvements of the City's water infrastructure are required. As part of the City's Water System Plan completed June 2021, a new reservoir was identified for storage and pressure deficiencies in the 350 zone.

The City owns property located at 2221 93rd Avenue SE, Olympia, WA 98501 with a 40-foot access easement dedicated for these improvements. In the 2021 Water System Plan, a completed 350 pressure zone facilities and pressure study was performed. It was recommended a 3.0 million water storage tank at hydraulic grade of 350, access road, water system expansion, and associated water system components be constructed.

B. Design Scope

Integration of the new water storage tank into the water system requires additional water mains to be constructed. An integrated water system modeling to provide alternatives of conveyance routes shall be performed to ensure system hydraulic balancing.

The City anticipates that pre-design and design of the project will begin in March 2023 and be completed by February 2024 with construction occurring in late 2024. The City is requesting Statements of Qualifications from consultants that can provide pre-design, design, and hydraulic modelling for the project.

The City reserves the right to retain the services of the successful Consultant for any subsequent phases associated with this project.

Access Road and Utility Easements and Water System Expansion Alternatives are attached to the end of this RFQ for your information.

VII. COMPENSATION

- A. Upon selection of the most qualified firm on the basis of demonstrated competence and qualifications for the type of professional services required, the City will negotiate a price which it determines is fair and reasonable. If the City is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm will terminate and the City may select another firm.
- B. Payment by the City for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

VIII. PUBLICATION

This RFQ shall be published as follows:

Public notices to announce opportunities to bid on a project are published on the City’s RFP/RFQ Bid Openings web page at <https://www.ci.tumwater.wa.us/doing-business/doing-business-with-the-city/rfp-rfq-bid-openings>

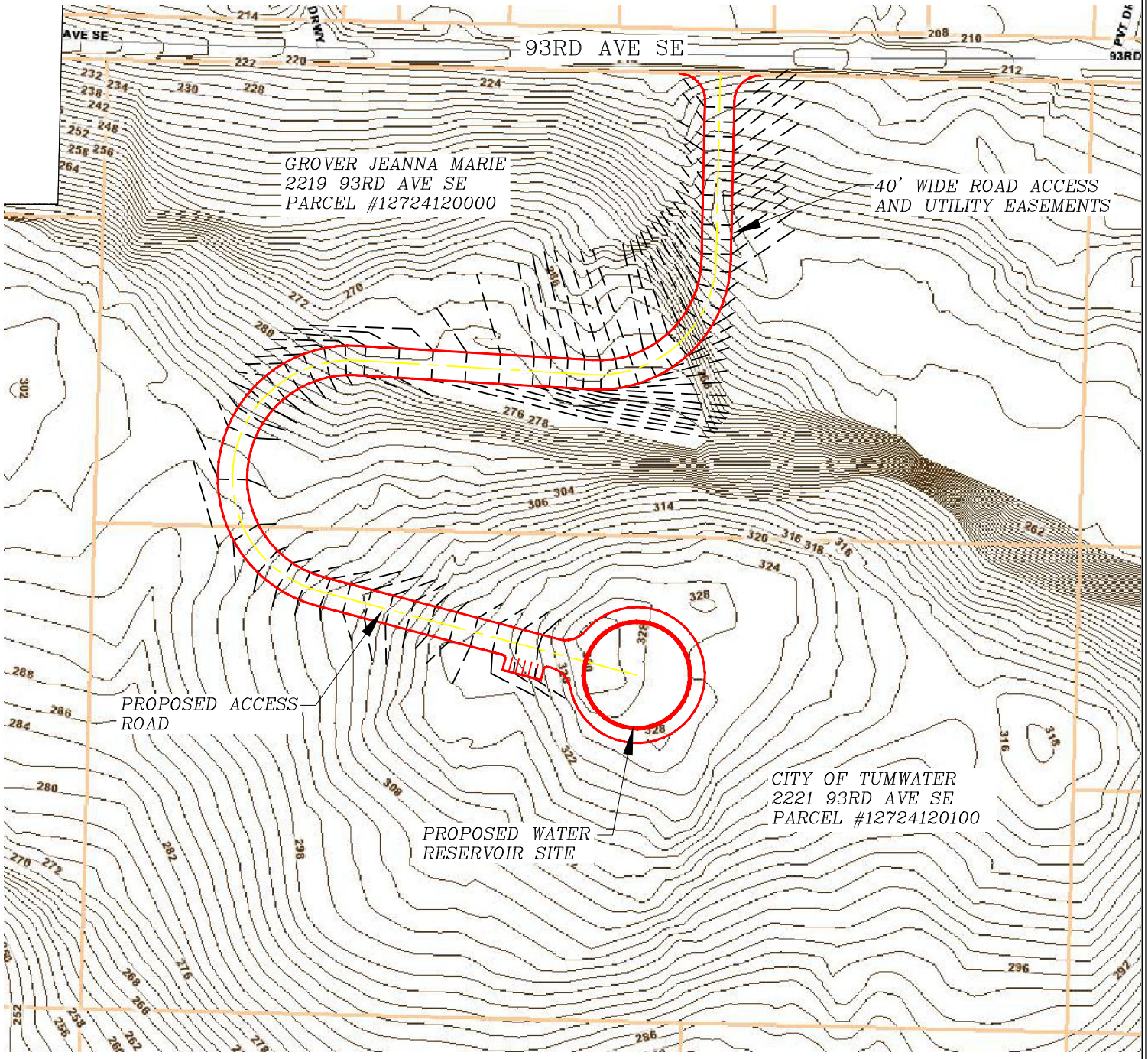
Name of Publication:

Dates:

ATTACHMENTS:

EX-1: Access Road and Utility Easements, and System Expansion Alternatives

EX-2: Service Provider Agreement Sample



GROVER JEANNA MARIE
 2219 93RD AVE SE
 PARCEL #12724120000

40' WIDE ROAD ACCESS
 AND UTILITY EASEMENTS

PROPOSED ACCESS
 ROAD

PROPOSED WATER
 RESERVOIR SITE

CITY OF TUMWATER
 2221 93RD AVE SE
 PARCEL #12724120100

SITE PLAN

SCALE: 1" = 200'



City of Tumwater
 Public Works Department
 Engineering Division
 555 Israel Road SW, Tumwater, WA 98501
 (360) 754-4140 Voice, 754-4142 Fax

JOB NUMBER	4002201
DATE	10/10/2022

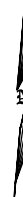
PROPOSED SE WATER RESERVOIR
 ACCESS ROAD AND UTILITY EASEMENTS

DRAWING NUMBER	EX-1A
SHEET 1 OF 3	



SITE PLAN

SCALE: 1" = 200'

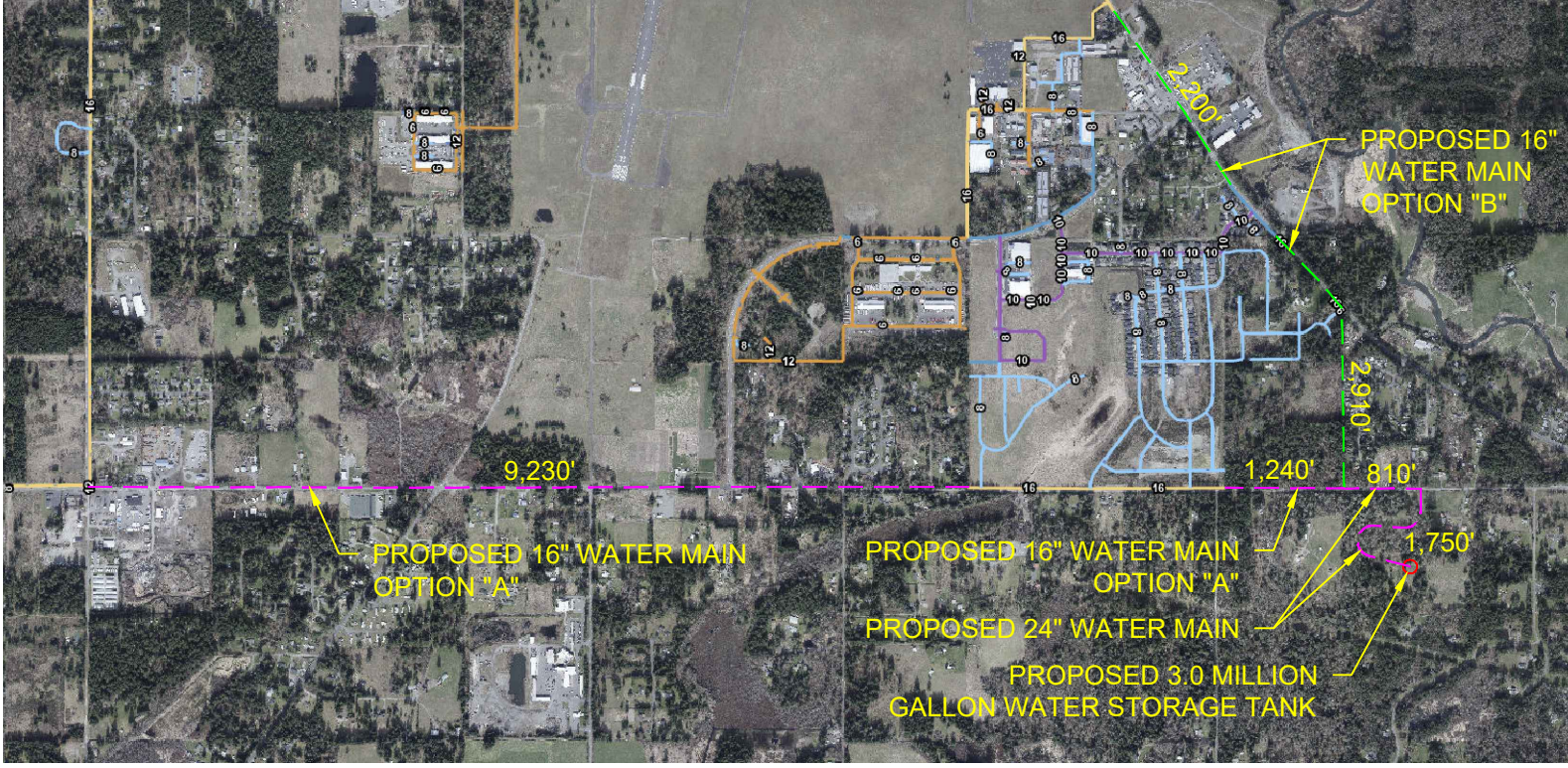


City of Tumwater
 Public Works Department
 Engineering Division
 555 Israel Road SW, Tumwater, WA 98501
 (360) 754-4140 Voice, 754-4142 Fax

JOB NUMBER	4002201
DATE	10/10/2022

PROPOSED SE WATER RESERVOIR
 ACCESS ROAD AND UTILITY EASEMENTS

DRAWING NUMBER	EX-1B
SHEET 2 OF 3	



City of Tumwater Transportation and Engineering Department 555 Israel Road SW, Tumwater, WA 98501 (360) 754-4140 Voice, 754-4142 Fax	JOB NUMBER 400201	PROPOSED SE WATER RESERVOIR SYSTEM EXPANSION ALTERNATIVES		DRAWING NUMBER EX-1C
	DATE 10/10/2022			SHEET 3 OF 3

File: System_Expansion_NDV.dwg Path: \\tumwater\local\dfs\data\pwwd\shared\Projects - Active\SE Reservoir (Consultant)\RFQ Documents\Exhibits\System_Expansion_NDV.dwg Plotted By: Nhan Vo Plot Date: 16-Nov-22 9:01 AM

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

SOUTHEAST WATER RESERVOIR

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20___, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and _____, a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than _____ (date), and shall be completed no later than _____ (date). This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **Spell out the dollar amount** (\$_____ (include decimal)____) as follows: **“As reflected in Exhibit “A” if the terms are spelled out in the Scope of Services, etc.**

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the

implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

E. 2008 Early Retirement Factor Retirees. Washington State law requires reporting of any contractor, independent contractor or personal service contractor that has retired from the State of Washington using the 2008 Early Retirement Factor (ERF). Stricter return-to-work restrictions apply to a retiree under the 2008 ERF. The SERVICE PROVIDER must verify retirement status by completing a Service Provider Retirement Status Form, attached as Exhibit "B", for each of the SERVICE PROVIDER'S owners and for each person providing service under this Agreement.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. INSURANCE.

A. The SERVICE PROVIDER 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 SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than

\$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by

obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles"

includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "B".

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. 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 make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will 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.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary 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.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may 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 provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing

and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

*** Signatures on Following Page ***

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Address: _____
City/State/Zip: _____
Tax ID #: _____
Phone Number: _____

DEBBIE SULLIVAN
Mayor

Signature (Notarized – see below)
Printed Name: _____
Title: _____

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Notary Required for Service Provider Only

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____ (name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ (title) of _____ (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington,
My appointment expires: _____

Notary Required for Service Provider Only

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:_____

Notary Public in and for the State of Washington,
My appointment expires:_____