

Edmonds

Public Facilities District



**Request for Qualifications (RFQ)**

For

**Building Envelope & Structural Seismic  
Evaluations of  
Edmonds Center for the Arts**

RFQ# 2023-01

**Issue Date: February 14, 2023**

<b>Informational Meeting</b>		
Informational Meeting Location: Edmonds Center for the Arts 410 4 <sup>th</sup> Ave N Edmonds, WA 98020	Date: <b>February 27, 2023</b>	Time: 9:30am (Pacific Time)
<b>Contact Person for Questions</b>		
Questions should be directed only to:  Lori Meagher Associate Executive Director	Telephone number: (425) 275-4485  Email address: <a href="mailto:lori@ec4arts.org">lori@ec4arts.org</a>	
<b>Deadline for Submission of Questions</b>		
Questions must be submitted to the individual named above no later than:  <b>March 01, 2023, at 4:00pm</b>		
<b>Place and Deadline for Submission of Qualifications</b>		
Submit Qualifications to: Edmonds Center for the Arts 410 4 <sup>th</sup> Ave. N Edmonds, WA 98020 Attn: Lori Meagher	Date: <b>March 13, 2023</b>	Time: 4:00pm (Pacific Time)

*Building Envelope & Structural Seismic Evaluations of  
Edmonds Center for the Arts*

RFQ# 2023-01

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## **I. ANNOUNCEMENT OF REQUEST FOR QUALIFICATION**

Edmonds Public Facilities District (“District”) is soliciting Statements of Qualification (“SOQ”) for Building Envelope & Structural Seismic Evaluations services for Edmonds Center for the Arts (“Center”). Proposers must demonstrate experience and satisfactory performance with engagements of similar scope by key personnel assigned.

This Request for Qualification (“RFQ”) process is being performed to assure that the EPFD obtains the services of a qualified firm in an effective and efficient manner.

The availability of this RFQ was advertised on **Tuesday, February 14, 2023**, in the *Everett Herald, Seattle Daily Journal of Commerce, and Municipal Research Service Center Architects and Engineering Roster*. The RFQ is also available at EPFD/ECA’s website, [www.edmondscenterforthearts.org](http://www.edmondscenterforthearts.org).

### **A. Description of Edmonds Public Facilities District/Edmonds Center for the Arts**

The Edmonds Public Facilities District (“District”) was established on April 24, 2001. The District was established under the authority of the Laws of the State of Washington. Under RCW 35.57, the City has authority to form a public facilities district for the purposes, inter alia, of acquiring, constructing, operating, promoting, and financing a regional center. The District is the municipal corporation that owns and operates the Edmonds Center for the Arts (“Center”), a premier regional performing arts venue and a historically significant facility.

The Center, originally constructed between 1909 and 1939, was renovated and reopened in 2006. The Center is a 700-seat performing arts venue located on the campus of the original Edmonds High School, just 20 minutes north of Seattle, in Edmonds, WA., that provides for meetings, conferences, community events, sporting events, trade shows, and artistic, musical theatrical, or other cultural exhibitions, presentations or performances to the City, the County, and the entire state and their residents. The Center has an estimated annual economic impact of \$3.8M and provides vital arts and cultural activities that build community and enhance the quality of life locally and regionally.

### **B. Project Background**

The Center consists of a building originally constructed as a high school in about 1909/1929, which is on the east side of the District’s campus and currently serves as classroom, administration, and artist support spaces (called Back-of-House space). A major addition was constructed in 1938-39 which added the current Auditorium and Gymnasium structures. In 2006 the facility was renovated to serve as Edmonds Center for the Arts. Portions of the building are listed on the State of Washington Heritage Register. The District, as a public agency, is required to evaluate potential impacts to

historic properties under the State Environmental Policy Act (SEPA) prior to taking actions.

The District would like to understand the scope and potential costs of repairs and improvements that should be considered to the Center based on the current condition of the building, as well as under state regulated mandates, in order to plan for the near-term future of the Center. Additionally, the District has been engaged in preliminary conversations to potentially partner with a local nonprofit agency to redevelop a portion of the campus for joint use. While the selected firm will not be asked to further the content of that study in the initial phase for this scope of work, depending on preliminary findings of the selected firm, the District may request the selected firm to expand their assessment to include consideration for this second phase of work.

Many portions of the building's weatherproof envelope have exhibited signs of failure, including exterior paint bubbling, evidence of water intrusion into the masonry walls, concrete spalling, etc. It is expected that repair and/or restoration of the existing walls will be necessary. The District desires an in-depth investigation of the condition of the walls, analysis, and report of recommended corrective actions. Note: an evaluation of the condition of the existing roof has been performed by Wetherholt & Associates and is available upon request (see Part E).

In addition, portions of the building remain susceptible to damage in a significant seismic event, namely the Back-of-House classroom, administration and artist support spaces, and the Gymnasium. These portions of the building were constructed utilizing unreinforced masonry walls. A seismic screening study was performed by SCCB Engineering in 2013, using FEMA 154 as a guideline. This guideline is now 20 years old and is considered obsolete. A new seismic analysis of these spaces, using ASCE 41 methods, is desired.

As part of the work, the District desires a 3-dimension Revit model to be developed to assist with this analysis and to be available to the District for future work on the facility.

Additionally, the District understands the Center may be required to affirmatively make improvements of the building to meet the Clean Building Performance Standards under the 2019 Clean Buildings Act (HB 1257, 2019). The District desires to understand the potential scope and cost of state-mandated improvements to assist in a future cost-benefit analysis of repairing, rehabilitating, or replacing portions of the building.

The District's campus also includes a separate Music Building, which is unoccupied. This building will not be part of this project.

It is anticipated that this project will need to employ the following expertise:

1. Architecture
2. Structural Engineering
3. Weatherproofing Consultant
4. Historic Preservation Specialist
5. Building Coating Consultant
6. Destructive Test, Inspection & Repair Specialist
7. Structural Testing
8. Construction Cost Estimator

### **C. Scope of Work**

The anticipated scope of work is listed below. However, following the selection of the most qualified firm/team, it is the District's intention to discuss and negotiate the final scope of work with the selected firm, prior to preparation of their fee proposal. The successful firm will work primarily under the management of the District's Associate Executive Director, Lori Meagher.

#### **Envelope Evaluation:**

1. Perform a walk-through survey of the Center to become familiar with the construction and conditions of relevant systems and components.
2. Conduct an initial project meeting with District staff to help become familiar with the building, use of the facility and identify noted problem areas.
3. Review existing drawings, historic photographs, previous reports and other materials available from the District (see Part E below).
4. Photograph conditions and prepare drawings/notes during site visits.
5. Prepare a 3-dimensional Revit model of the Center's architectural and major structural features that will assist in conveying suggested solutions proposed in this evaluation, quantity take-offs in construction estimating and for the District's future use.
6. Research and summarize current regulatory status regarding the Center's historic status and resulting constraints.
7. Review and provide comments regarding potential limitations resulting from the Center's historic status, including issues related to project team's recommendations for envelope restoration/repairs or other related work.
8. Summarize relevant building code classifications and applicable requirements for repair, renovation, and improvement, including Washington State Energy Code requirements.
9. Provide a preliminary assessment of applicability of and improvements required to meet the Clean Building Performance Standards under the 2019 Clean Buildings Act (HB 1257, 2019).
10. Examine the existing conditions and document the findings, define clearly and

accurately the cause or nature of each deficient condition, and propose methods of correction for these deficient conditions. This will include conducting destructive tests (in locations coordinated with the District), and repairs of test sites, with similar materials, by a licensed contractor. Corrective repair/restoration of the building envelope will need to account for any historic preservation requirements.

11. Breakout corrective action projects by building (Auditorium, Gymnasium and Back-of-House). Establish a priority of need by building to help the District plan for future design and construction projects.
12. Provide a preliminary assessment, including economics, of the repairs/refurbishment of the Back-of-House building, compared to replacement of the building.
13. Provide preliminary construction cost estimates for all viable options. These estimates will be used for evaluation of recommended corrective options and for follow-up District project planning and budgeting. Estimates shall be broken out into distinct categories for each building (Auditorium, Gymnasium and Back-of-House) in anticipation that the repair/restoration work will be broken out into distinct construction projects.
14. At the conclusion of the analysis, meet with the District to review findings and recommendations.

#### **Structural Evaluation:**

1. Review of existing available documentation for all existing structures (including the existing 2013 Seismic Screening Study) to gain understanding of the existing building structures and how they are interconnected with each other.
2. Perform a walk-through survey of the Center.
3. Perform an evaluation, based on ASCE 41-17, of the Gymnasium and Back-of-House buildings, that provides a high level, code based seismic assessment using the correct risk category and site class to determine practical recommendations for seismic mitigation.
4. Prepare written documentation of proposed repairs that can be used to establish a construction budget(s).
5. At the conclusion of the analysis, meet with the District to review findings and recommendations.

#### **D. Informational Meeting**

Those interested in responding to the Request for Qualifications (RFQ) are strongly encouraged, but not required, to attend the Informational Meeting to be held on the date, time, and at the place indicated on Page 1 of this RFQ. Failure to attend the Informational Meeting will not relieve the firm of any responsibility for the information provided at that time.

## **E. *Related Materials***

The following materials are available to the proposers, in electronic format, if requested:

- Roof Condition Evaluation by Wetherholt & Associates, dated January 12, 2021.
- “Plans for Additions to the High School Building at Edmonds, WA” Architectural Drawings of the 1938-39 renovation, by William Mallis, dated October 5, 1938.
- Architectural “Bid Set” Drawings of the Edmonds Center for the Arts renovation by LMN Architects, dated July 18, 2005, with construction period annotations.
- Structural “Bid Set” Drawings of the Edmonds Center for the Arts renovation by Magnusson Klemencic Associates, dated July 18, 2005.
- Seismic Screening Study by SCBC Engineers, dated 2013.
- Feasibility Analysis by Mithun, dated September 08, 2022.

If any or all of these documents are desired, contact Lori Meagher via email at: [lori@ec4arts.org](mailto:lori@ec4arts.org), please put **RFQ 2023-01: Materials Request** in the Subject Line.

## **II. SUBMITTAL REQUIREMENTS, EVALUATION AND SELECTION PROCESS**

Each Proposer’s SOQ must be organized by discrete sections corresponding to the evaluation criteria and in the order listed below.

Proposers are advised that lengthy or wordy submissions are not necessary – a maximum of twenty 8.5 x 11 pages, plus cover letter is allowed.

Provide digital submittals in the form of PDF files. Email to Lori Meagher at [lori@ec4arts.org](mailto:lori@ec4arts.org). Alternatively, a USB thumb drive can be hand delivered to the District, attention: Lori Meagher.

**A. Submittal Requirements and Evaluation**

The SOQ shall include, and will be reviewed and scored by the District, based on the following weighted evaluation criteria.

Evaluation Criteria	Maximum Points
<p>1) <u>Cover Letter</u>: Please submit a cover letter of not more than two pages that summarizes your experience in providing the services described in this RFQ, addressing, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>a) A high-level summary of your firm’s relevant qualifications.</li> <li>b) List sub-consultants proposed for this project.</li> <li>c) The name and contact information of the individual in your firm that the District should contact regarding questions about your SOQ. The contact information should include the following: name of individual, title, firm name, address (city, state, zip code), telephone number and e-mail address.</li> </ul>	5
<p>2) <u>Background of the Firm</u>: Provide a brief description and history of your firm (the number of years it has been in business, areas of specialization(s), number of employees, location of offices, and other applicable services offered). List the description and history of any subconsultants included in your SOQ.</p>	5
<p>3) <u>Relevant Experience of the Firm</u>: Demonstrated expertise and experience of the firm (and sub-consultants) in successfully completing similar projects as described in this RFQ, including your experience, if any, with the District or the Center. Also, list:</p> <ul style="list-style-type: none"> <li>a) Experience with similar evaluations and analysis, identifying source of failures and restoration of masonry envelopes of historic type buildings.</li> <li>b) Experience providing assessments for compliance under the 2019 Clean Buildings Act.</li> <li>c) Experience dealing with historic building classifications and requirements.</li> <li>d) Experience with ASCE 41 seismic analysis of unreinforced masonry buildings.</li> </ul>	40
<p>4) <u>Staff Experience and Availability</u>: A description of the staff proposed (employees and sub-consultants) for performing any work as outlined in this RFQ that may be assigned, that demonstrates relevant experience from other projects. Describe key personnel’s relevant background, experience, qualifications, and availability.</p>	40



5) Project Approach: Firms should demonstrate solid understanding of the proposed scope of work with a clear, concise description of the services to be performed and a responsive schedule.	10
5) Standard Contract Language: The District intends to utilize its standard Agreement for this project. The Agreement is included as an attachment to this RFQ. Each firm must affirm in its SOQ that the terms and conditions of this Agreement are acceptable, or if the firm takes exception to any of the proposed language in the Agreement, the firm must specifically describe the reasons for the exceptions and propose in its SOQ alternative language for review and consideration by the District.	0
6) <u>References</u> : Provide a maximum of three (3) references of clients who are familiar with the work of the firm, and for whom work was performed that closely resembles the work described in this RFQ. Cited references should include project name, reference name, title, project role, and current contact telephone number. The District reserves the right to conduct reference checks as part of evaluating SOQs as well as in evaluating the suitability of the firm for a particular work assignment. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform work required by the District, the District may, at its sole discretion, not select a firm. In conducting reference checks, the District may include itself as a reference if the firm has performed work for the District, even if the firm did not identify the District as a reference. Likewise, the District reserves the right to check references for the firm from other clients, even if they were not identified by the firm as references in the SOQ submitted.	0
<b>Total Points</b>	<b>100</b>

## **B. Selection Process**

### Informational Meeting

An informational meeting will be held at the Center at the time and date listed on Page 1 of this RFQ. Meet and sign in at the Administrative Office entryway desk at the northeast side of the Center. A tour of the Center will be conducted and questions about the RFQ will be answered.

### Clarification Questions

Questions to help Proposers gain a better understanding of the RFQ are welcome. Questions asked (and answers given) during the Informational Meeting will be documented and sent to Proposers attending the meeting, and to other known Proposers via email, and published on the EPFD/ECA website by **March 01, 2023**.

Written questions can also be submitted to Lori Meagher but must be received date specified on Page 1 of this RFQ.

**Statement of Qualifications**

Statement of Qualifications are due by the time and date listed on Page 1 of this RFQ.

SOQs will be evaluated and graded by the District project selection panel consisting of the following individuals:

- 1) Ray Liaw, Edmonds Public Facilities District President
- 2) Joe Mclalwain, EPFD/ECA Executive Director
- 3) Lori Meagher, EPFD/ECA Director of Finance and Operations
- 4) Chris Bryant, EPFD/ECA Facilities Coordinator
- 5) Norm Brown, ECA Facilities & Operations Committee Chair

**Interviews**

The District reserves the right to interview a short list of firms (maximum of three). Interviews, if required, will be held at the Center on the week of **March 27, 2023**. Short listed firms will be provided with interview criteria.

**Notification**

Firms will be notified of the selection results no later than the week of **April 03, 2023**.

**III. GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS**

The District will select the Proposer whose qualifications, in the sole judgment of the District, best firm to meet the requirements set forth in this RFQ.

**A. *Time and Place for Submittal***

Firms are responsible for ensuring they prepare and deliver the SOQ in the method and deadline stated above. Submittals received after the deadline will not be accepted. The District will not be liable for delays in delivery of SOQs due to handling by the U.S. Postal Service, courier services, overnight carriers, or any other type of delivery service.

**B. *Anticipated Schedule***

<b>Date</b>	<b>Description</b>
See page 1 of RFQ	Issue Date of RFQ
See page 1 of RFQ	Informational Meeting
See page 1 of RFQ	Deadline for Submission of Questions
<b>February 27, 2023</b>	Deadline for ECA’s Response to Questions Asked

See page 1 of RFQ	Statement of Qualifications Submittal Date
Week of March 27, 2023	Dates of Possible Interviews
April 03, 2023	Notification of Selected Firm

**C. Contact with the District**

All questions or requests for clarification must be made only to the Designated District Contact Person identified on Page 1 of this RFQ and must be submitted no later than the deadline listed on Page 1 of this RFQ. Other than the Designated District Contact Person, Proposers shall not directly or indirectly contact any District or Center Board Member or employee of the District in connection with this RFQ, the selection process, or the contract contemplated herein. Contact with anyone at the District other than the Designated District Contact Person may result in the firm being disqualified from further consideration.

**D. Cost of Preparation**

The District will not reimburse Proposers for any costs involved in the preparation and submittal of a response to this RFQ.

**E. Contract**

The successful Proposer will be asked to meet with the District to discuss and agree upon the final scope of work, and then provide a lump sum fee proposal to perform the work. The proposal will also include a schedule of hourly rates and a list of expected reimbursement expenses.

The selected Proposer will be invited to enter into negotiations with the District. If the District and the selected Proposer cannot agree on terms that are fair and reasonable, the District may terminate negotiations and enter into negotiations with the next highest rated firm. The District intends to utilize a standard Agreement for this project. Edmonds Public Facilities District board action will be required to authorize the Executive Director to execute the contract. The District reserves the option, based on any dissatisfaction with the successful Proposer’s performance, or in the event fee negotiations with the selected Proposer are unsuccessful, to solicit proposals from other qualified firms.

**F. Insurance**

Prior to execution of a Contract for services under this RFQ, the successful firm will be required to provide acceptable evidence of professional liability and general liability insurance coverage in the amounts as follows:

1. **Commercial General Liability Insurance:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and, for those policies with aggregate limits, a \$2,000,000 aggregate limit (CG 00 01 current edition, or its substantive equivalent, including Contractual Liability, and Products and Completed Operations covering COMMERCIAL GENERAL LIABILITY).
2. **Professional Errors and Omissions Insurance:** \$1,000,000 per claim and in the aggregate. In the event that services delivered pursuant to the Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services," for the purpose of the Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.
3. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to the Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than \$3,000,000 combined single limit per accident for bodily injury and property damage. Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.
4. **Workers' Compensation:** Statutory requirements of the State of residency and Employers' Liability or "Stop Gap" coverage: \$1,000,000.
5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the District.

**G. *Rights Reserved by the District***

This RFQ does not obligate the District to accept or contract for any expressed or implied services. The District reserves the following rights:

1. To waive as an informality any irregularities in SOQs and/or to reject any or all SOQs.
2. To extend the date for submittal of responses and to change or modify the RFQ schedule at any time.
3. To request additional information and data from any or all firms.
4. To supplement, amend, or otherwise modify the RFQ through addenda issued.
5. To cancel this RFQ with or without the substitution of another RFQ.
6. To reissue the RFQ.
7. To make such reviews and investigations, as it considers necessary and appropriate for evaluation of the SOQs.
8. To reject any SOQ in the event that the District's analysis of the firm's financial status and capacity indicates, in the District's judgment, that the firm is not able to successfully perform the work.
9. To cancel the RFQ process in the event only one SOQ is received by the deadline.
10. To establish a revised deadline for submission of SOQs in the event only one SOQ is received by the deadline.

## H. **Public Disclosure**

1. Property of the District: Statements of Qualifications submitted to the District shall become the property of the District and shall not be returned to the firm.
2. Statements of Qualifications are Public Records: Pursuant to Chapter 42.56 RCW, SOQs submitted under this RFQ shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, SOQs shall be considered public documents and available for review and copying by the public after an award of contract is made by the District.
3. Public Records Exemption: Any proprietary information included in the SOQ that the firm wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified as “Confidential” in the SOQ. In addition, the firm must provide the legal basis for the exemption to the District.
4. Statements of Qualifications Not Marked as Confidential: If an SOQ does not clearly identify the confidential portions, the District will not notify the firm that its SOQ will be made available for inspection and copying.
5. Process for Disclosing Information: If a request is made for disclosure of material or any portion marked “Confidential” by the firm, the District will notify the firm of the request and allow the firm ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the firm fails or neglects to take such action within said period, the District may release the portions of the SOQ deemed subject to disclosure.
6. Indemnification by Firm: To the extent that the District withholds from disclosure all or any portion of firm’s documents at firm’s request, firm shall agree to fully indemnify, defend and hold harmless the District from all damages, penalties, attorneys’ fees and costs the District incurs related to withholding information from public disclosure.
7. No Claim Against the District: By submitting an SOQ, the firm consents to the procedure outlined in this section and shall have no claim against the District because of actions taken under this procedure.

**I. *Diversity***

The District is committed to providing the maximum practicable opportunity for participation by minority business enterprises, women business enterprises, and veteran owned businesses in its contracts through direct contracts with the District, or sub-consulting. However, no minimum level of participation by such firms will be required as a condition for entering into a contract.

**J. *Basic Eligibility***

The successful firm must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful firm must not be debarred, suspended, or otherwise ineligible to contract with the District.

**K. *Funding Availability***

By responding to this RFQ, the firm acknowledges that for any contract signed as a result of this RFQ, the authority to proceed with the work is contingent upon the availability of funding.

**Attachments:**

- Attachment A: SAMPLE Standard Consultant Agreement for EPFD/ECA

**END OF RFQ INSTRUCTIONS**

**Attachment A**

**EDMONDS PUBLIC FACILITIES DISTRICT  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**Contract Title:**  
**Contract #:**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_\_ **day of** \_\_\_\_\_, **2023**, by and between Edmonds Public Facilities District, a Washington municipal corporation (the "District"), and \_\_\_\_\_, the Consultant.

Consultant Business Name: \_\_\_\_\_  
Consultant Address: \_\_\_\_\_  
Consultant Phone: \_\_\_\_\_  
Consultant Fax: \_\_\_\_\_  
Consultant Email: \_\_\_\_\_  
Federal Employer ID#: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_

**WHEREAS, Edmonds Public Facilities District** ("the District") seeks to retain a grant writing consultant to provide ongoing grant writing, research and related support services, and

**WHEREAS**, public convenience and necessity require the District to obtain the services of a consultant or firm with executive search and recruitment experience; and

**WHEREAS**, the District finds that \_\_\_\_\_ ("the Consultant") is qualified to perform and is experienced in performing the required services; and

**WHEREAS**, the District desires to engage the Consultant;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

1. **Employment of Consultant.** The District hereby retains the Consultant to provide the services described in Exhibit A - Scope of Work ("the Work"). Any inconsistency between this Agreement and the Scope of Work outlined in Exhibit A shall be resolved in favor of this Agreement. The Consultant shall perform the required Services according to the terms and conditions of this Agreement.
  - a. The Scope of Work may be revised only by a written Addendum to this Agreement signed by the authorized representatives of both the District and the Consultant.
  - b. Work shall commence upon mutual execution of this Agreement.
  
2. **Term of Contract.**
  - a. The term of this contract shall be \_\_\_\_\_ **months**, \_\_\_\_\_, through \_\_\_\_\_.
  - b. At the end of the stated contract period, this contract may be extended for a mutually agreed-upon period by executing an addendum to this Agreement.

3. **Compensation.**
  - a. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B.
  - b. The Compensation may be revised only by a written Addendum to this Agreement signed by the authorized representatives of both the District and the Consultant.
  - c. Consultant shall receive a fee for Eligible Expenses pursuant to the terms set forth in Exhibit B. "Eligible Expenses" means those types and amounts of expenses listed in Exhibit B or those expenses that are approved for reimbursement by the District in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of the City of Edmonds.
  
4. **Request for Payment.**
  - a. Consultant shall file its request for payment, accompanied by evidence satisfactory to the District justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Reimbursable Expenses (as defined in Exhibit B) with copies of receipts and invoices.
  - b. All requests for payment shall be sent by email to [accounting@ec4arts.org](mailto:accounting@ec4arts.org) or via postal mail to:  
Edmonds Public Facilities District  
Attn: Accounting Department  
410 Fourth Avenue N  
Edmonds, WA 98020
  
5. **Work Product.** The Consultant shall submit all reports and other documents according to the manner and schedule established in Exhibit A. If, after review by the District, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the District may withhold from any payment due an amount that the District reasonably believes will equal the cost of correcting the work.
  
6. **Termination of Agreement.** The District may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the District in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination Date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.
  
7. **Return of Records.** On termination of this Agreement, Consultant will consult with the District about whether pertinent records should be returned or delivered to the District. If requested, Consultant will deliver to the District all records, reports, data, memoranda, and notes, whether electronic or hard-copy, and receipts for any and all billing made to District that are in possession or under control of Consultant, prepared or acquired in the course of the contract with District. Further, Consultant agrees not to keep or withhold such information or data, or reproductions of such information or data that relate to the business activities of the District or to parties in a contract relationship with the District. Alternatively, if the return of records and



equipment or supplies is not requested, Consultant agrees to retain these items for three (3) years after the completion of all work or Service under this Agreement. Should Consultant deem any of the aforementioned records to be confidential, and in the event the District receives a public records request for such records, Consultant agrees to either produce the records to the District or take appropriate action pursuant to RCW 42.56.540 to enjoin the release of such records within fifteen (15) days of notice from the District.

8. **Assignment of Contract – Subcontractors.** Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the District.
9. **Indemnification.**
  - a. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the District from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the District compared to the total negligence of all persons, firms or corporations that resulted in the Claim.
  - b. Consultant agrees that the provisions of this Paragraph 9 apply to any claim of injury or damage to the persons or property of consultant’s employees. As to such claims and with respect to the District only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE District AND CONSULTANT.
  - c. As used in this paragraph: (1) “District” includes the District’s officers, employees, agents, volunteers, and representatives; (2) “Consultant” includes employees, agents, representatives sub-consultants; and (3) “Claims” include, but are not limited to, any and all losses, claims, causes of action, demands, expenses, attorney’s fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.
  - d. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the District to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.
10. **Insurance.** Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant’s expense, the following:
  - a. Policies of insurance with companies authorized to do business in the State of Washington. The Consultant’s insurance shall be rated by A. M. Best Company at least “A” or better with a numerical rating of no less than seven (7) and otherwise acceptable to the District.
  - b. Workers’ Compensation Insurance as required by Washington law and Employer’s Liability Insurance with limits not less than \$1,000,000 per occurrence. If the District authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers’ Compensation Insurance for its employees, unless the Consultant covers such employees.
  - c. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

- d. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
  - e. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The District may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
  - f. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the District.
  - g. Upon written request to the District, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.
  - h. Before the Consultant performs any Work, Consultant shall provide the District with a Certificate of Insurance acceptable to the District's Attorney evidencing the above-required insurance and naming the Edmonds Public Facilities District, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the District of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.
  - i. In case of the breach of any provision of this section, the District may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the District may demand Consultant to promptly reimburse the District for such cost.
11. **Independent Contractor.** The Consultant is an independent contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the District.
12. **Employment.** The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.
13. **Audits and Inspections.** The Consultant shall make available to the District during normal business hours and as the District deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

- 14. **City of Edmonds Business License.** Consultant shall obtain a District of Edmonds business license before performing any Work.
- 15. **Compliance with Federal, State and Local Laws.** Consultant shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.
- 16. **Waiver.** Any waiver by the Consultant or the District of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
- 17. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
- 18. **Modification of Agreement.** This Agreement may be modified by an Addendum, signed by both parties, as provided in paragraph 1.
- 19. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
- 20. **Notices.**
  - a. **Notices to the District shall be sent to the following address:**  
 Edmonds Public Facilities District  
 Attn: Lori Meagher, Associate Executive Director  
 410 Fourth Avenue N  
 Edmonds, WA 98020
  - b. **Notices to the Consultant shall be sent to the following address:**
- 21. **Venue.** This Agreement shall be governed by the laws of the State of Washington and the venue for any lawsuit arising out of this Agreement shall be in Snohomish County, Washington.

**IN WITNESS WHEREOF**, the District and Consultant have executed this Agreement as of the date first above written.

<p><b>Edmonds Public Facilities District</b></p> <p>By: _____</p> <p>Joseph McIalwain, Executive Director</p> <p>_____</p> <p>Date</p>	<p><b>Consultant</b></p> <p>By: _____</p> <p>Consultant</p> <p>_____</p> <p>Date</p>
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**REVIEW**

This sample Agreement has been reviewed and

( ) is acceptable

( ) is acceptable as noted

\_\_\_\_\_ Signed

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Vendor

\_\_\_\_\_ Date