



**DES MOINES**  
**POOL**  
METROPOLITAN PARK DISTRICT

Operators of  
MOUNT RAINIER POOL



**DES MOINES POOL**  
**METROPOLITAN PARK DISTRICT**  
Request for Proposals

<b>Request for Proposals Information:</b>		<b>Submit Proposals to:</b>	
RFP Title	<b>Des Moines Area Aquatics Center Feasibility Study</b>	Physical Address:	Des Moines Pool Metropolitan Park District 22015 Marine View Dr S. #2B Des Moines, WA 98198
Date Issued:	Undetermined	Mailing Address:	Des Moines Pool Metropolitan Park District 22015 Marine View Dr S. #2B Des Moines, WA 98198
Contact Person:	Scott Deschenes, District GM (Project Manager)		
Email Addresses:	scott.deschenes@desmoinespool.org		
Proposals Due:	<b>December 13, 2016</b>		

**1.0 NOTICE:** Notice is hereby given that proposals will be received by the Des Moines Pool Metropolitan Park District (Des Moines, Washington) "District", for a **Des Moines Area Aquatics Center Feasibility Study** by filing with the District at the above location.

**2.0 GENERAL INFORMATION:** In 1968, voters of King County supported the construction of community swimming pools. In 2008, voters of Des Moines reconfirmed their desire to continue to maintain an indoor aquatic facility within the community and Des Moines Pool Metropolitan Park District, A Washington Municipal Corporation, was created. Mount Rainier Pool provides vital services to the community by offering swimming lessons, water exercise opportunities, recreation and competitive swim team events. Des Moines is referred to as the Waterland community and as such, the concern of water safety is of great importance. A primary goal of the Des Moines Pool Metropolitan Park District is for everyone, especially children, to know how to swim.

**3.0 PURPOSE:** Des Moines Pool Metropolitan Park District (District) is soliciting proposals from qualified firms to provide a Feasibility Study to assist the District in determining whether to proceed with plans to remain in the existing aquatic facility, enhance it, or pursue plans for a new aquatics center, and if so under what circumstances. This Study will comparatively evaluate location, demographics, size, program elements, facility configuration, capital and operating costs, and market potential for several facility options.

**4.0 BRIEF SCOPE OF SERVICES** (Additional Detail listed in Attachment "A"): The scope of services will include, but not be limited to: developing and implementing a public outreach process; market and program analysis and option(s) strategy; capital and operating cost estimating; research of similar aquatic facilities; operational cost recovery analysis based on multiple operational models and program components; site analysis and evaluation; alternative schematic facility designs; graphics



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analysis and other visual aids for public presentations; project scheduling; alternatives for financing; and potential rate structure evaluation; and preparation of a draft and final written report.

**5.0 BUDGET:** The District has budgeted \$100,000 to complete the Aquatic Feasibility Study. It is the District's desire for money invested in this stage of a feasibility study could save the District money in the future. It is open to additional fees (within reason) that will enhance the effectiveness of the Aquatic Feasibility Study. Please complete Attachment E, and include any additional fees with justifications for their need.

**6.0 QUALIFICATIONS:** The proposed Scope of Work is expected to include all work needed to fully address the feasibility, business plan, marketing, evaluation, and conceptual design alternatives for an aquatics facility in Des Moines. Team expertise should include:

- Aquatic center planning, schematic design and engineering expertise
- Market demand analysis
- Aquatic facility capital and operating cost estimating expertise
- Site evaluation capabilities and experience including any required transportation and traffic impact expertise;
- Business Planning (Pro Forma, rate sensitivity assessment, projected demand, etc.)
- Broad knowledge of similar aquatic facilities' costs and performance characteristics
- The organization should also be able to explore non-aquatic options that could enhance revenue generation and cost-recovery
- Financing of public facilities

**7.0 SUBMITTAL REQUIREMENTS:** Three (3) bound-completed proposals, one (1) unbound completed proposal, and one (1) .pdf format electronic file (on a USB drive) must be received by the date and time listed. No more than 50 pages (not including attachments), single-sided, will be accepted. The District, at its discretion, may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures, in ink, by authorized personnel, on all documents that require an authorized signature. Proposals shall be bound (8.5"x11") such that they lay flat when opened. Proposals shall address all elements as set forth in Attachment A and shall include completed versions of Attachments C and E.

**8.0 SIGNATURES:** Proposals shall be signed by one of the legally authorized officers of vendor. If awarded the contract, the Contract shall also be so executed.

**9.0 QUESTIONS:** Upon release of this RFP, all vendor communications should be directed in writing to the Project Manager's e-mail address listed below. Questions will be answered in writing and posted on the District's website at [www.desmoinespool.org](http://www.desmoinespool.org) by **December 13, 2016**. It is the responsibility of individual firms to check the website for any amendments or Q & A's to this RFP, or to contact the District General Manger (Project Manger).



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Unauthorized contact regarding this RFP with other District board, employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the District.

The Project Manager for this RFP will be:

*Name:* Scott Deschenes – District GM  
*Address:* Des Moines Pool Metropolitan Park District  
22015 Martine View Dr S. #2B  
Des Moines, WA 98198  
*Telephone:* 206.429.3852  
*E-mail:* scott.deschenes@desmoinespool.org

**10.0 EVALUATION CRITERIA & PROCESS:** The objective is to select the vendor most qualified to provide the services outlined in this request. Evaluations will be based on the criteria listed below. All proposals will be evaluated using the same criteria and possible points:

**10.1 Responsiveness, Quality, and Completeness of Proposal**

- Are all the forms completed and everything included that was required by the RFP.
- The quality of written material and presentation, relevant experience, answers to questions, and overall organization.

**10.2 Experience/Qualifications/Creativity**

- Experience completing aquatic center feasibility studies.
- Experience working with municipalities.
- Ability to successfully complete the scope of services to a committed schedule and within budget.
- Ability to successfully work with District staff.
- Three (3) Professional References.
- Does the selected team have proven capability to deliver strong and creative solutions that respond to key issues (Demonstrate capabilities in proposals)?

**10.3 Scope of Services**

- Does the vendor understand what it will take to successfully achieve the goals and objectives of the requested services?
- Did the vendor propose any revisions and/or changes to the Scope of Services that would better serve the District?

**10.4 Cost of Service**

- Is the budget reasonable for the scope of services proposed?
- Does the budget provide the District good value?



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### **10.5 Communication**

- Vendor's ability to conduct public outreach meetings and solicit input.
- Vendor's ability to communicate ideas, reports, and vision(s) in a clear and concise format
- Success of the project will rely on input from the community and from potential partners – how is this feedback incorporated into the process and final product.

### **10.6 Qualifications of Key Individuals**

- What personnel will be committed to this project and how are they uniquely suited for this project?

After the proposals are evaluated, the District will determine whether formal presentations and interviews are necessary, and if so, which vendors may be invited to make a formal presentation and/or sit for a panel interview. The District may choose not to require formal presentations or interviews. The District may choose to contact officials from other jurisdictions regarding the vendor, their prior work experience and their ability to successfully complete the scope of services. The District may request clarification or additional information from a specific vendor in order to assist in the District's evaluation of a proposal. Finally, the District may require changes in the scope of services as deemed necessary by the District, before execution of the contract, or cancel the project if there is not enough interest.

**11.0 REJECTION OF PROPOSALS:** The District reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the district to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the district to accept or contract for any expressed or implied services.

**12.0 CONTRACT AWARD:** The District reserves the right to make an award without further discussion of the submittals. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the district. A sample district contract is set forth in Attachment F. Vendors shall review the contract prior to submitting a statement of Proposal and shall note any exceptions to the contract form in its Proposal. Following consultant selection, the successful Vendor shall prepare a proposal and scope of work for review by the district. Once the district and vendor have reached an agreement on the scope of services, a final contract will be prepared by the district. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final contract. If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the district may elect to negotiate a Contract with the next-highest ranked Vendor. The district shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

The District reserves the right to award multiple contracts to multiple Vendors for this scope of service if it is in the best interest of the District.



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**13.0 CONTRACT NEGOTIATION:** The District reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of services as part of the contract negotiation process prior to any formal authorization of the Contract by the District. All parties understand that if any adjustments are made to the original scope as a result of contract negotiations, a resulting change in price/cost may be necessary.

**14.0 EQUAL OPPORTUNITY EMPLOYMENT:** The successful Vendor or Vendors must comply with the District equal opportunity requirements. The District is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability. (RCW 53.19.010 (2))

**15.0 TITLE VI:** It is the District's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

**16.0 INSURANCE REQUIREMENTS:** The selected vendor or vendors shall maintain insurance that is sufficient to protect the vendor's business against all applicable risks, as set forth in the District's Standard Insurance Requirements **Attachment "B"**. Please review insurance requirements prior to submitting a statement of Proposal. If selected vendor is unable to meet these standard requirements, please note current or proposed insurance coverages in submittal. Standard requirements may be negotiated if it is in the best interest of the District.

**17.0 BUSINESS REGISTRATION AND TAXATION:** The Vendor or Vendors awarded the contract will be subject to City of Des Moines Business Registration and Business Taxation as presented in the Des Moines City Code. Questions about the city's Business and Occupation (B&O) tax should be directed to the City's Tax office at 206.870.6519.

**18.0 NON-ENDORSEMENT:** As a result of the selection of a Vendor to supply products and/or services to the District, Vendor agrees to make no reference to the District in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the District.

**19.0 NON-COLLUSION:** Submittal and signature of a Proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

**20.0 COMPLIANCE WITH LAWS AND REGULATIONS:** In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Vendor or Vendors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.



**21.0 PUBLIC RECORDS:** Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the “documents”) become a public record upon submission to the District, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the district receives a request for inspection or copying of any such documents it may, if requested by the vendor in the proposal in the manner set forth in Attachment C, promptly notify the person submitting the documents to the district (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the district within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The district assumes no contractual obligation to enforce any exemption. (RCW 42.56)

**22.0 COOPERATIVE PURCHASING:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with the District may also wish to procure the goods and/or services herein offered by the selected Vendor. The selected Vendor shall have the option of extending its offer to the District to other agencies for the same cost, terms and conditions.

The District does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the Vendor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The District accepts no responsibility for the performance of the Vendor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the Vendor for other public agency purchases.

**23.0 PROPOSED TIMELINE:** Below is the anticipated timeline for the project.

Application Packets Due	December 13, 2016
Shortlist Firms Notified	December 20, 2016
Interviews	Week of January 16, 2016
Consultant Selected	Week of January 23, 2016
Anticipated Project Start	Week of February 27, 2017
Final Report Delivery	Dependent on Agreed Scope of Project

All dates are subject to change by District.

***Submittals will not be returned.***



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## ATTACHMENT A – PROJECT SCOPE

**1.0 BACKGROUND & BASIS OF STUDY:** Mount Rainier Pool originally opened on September 15, 1975 as a result of a bond issue in 1968 called Forward Thrust. The Forward Thrust bond eventually built 16 public swimming pools throughout King County. Budget constraints, beginning in 2000, led to the closure or transfer of many of these pools after county officials sought to turn the facilities over to local governments. Mount Rainier Pool was operated jointly by the cities of Des Moines, Normandy Park, Sea-Tac and the Highline School District until it was slated for closure in 2009.

The Des Moines Pool Metropolitan Park District was created by a vote of the citizens of Des Moines on November 3 2008 to manage, maintain and operate Mount Rainier Pool. The measure was approved by 64 percent of the voters and five initial commissioners were elected. The first official meeting of the Des Moines Pool Metropolitan Park District was December 3, 2009. In addition to funding from the Des Moines Pool Metropolitan Park District, the City of Normandy Park continues to contribute to the pool's operation, while the Highline School District remains the owner of the facility.

Over the past couple of years, a number of capital projects have been identified to maintain the structure and operations of the facility, and additional projects have been identified to better serve the community. The District started a Master Plan in 2015 that identified a number of projects that needed to be completed over the next five years.

**2.0 PUBLIC OUTREACH:** A public involvement process is part of the scope of work. The District will assist in the organization, however, the overall coordination and documentation will fall within the contracted scope of work. The design team shall conduct a minimum of three (3) public outreach meetings to solicit community input. The design team shall also be required to present the study findings to the Des Moines Pool Metropolitan Park District's Board of Commissioners. Any additional community involvement beyond this will be determined by the District in conjunction with the consulting team. This may also include a community interest and opinion survey, which is to be identified as an optional service.

This step will need to identify the critical components of the Aquatic Center Facility and be organized to identify:

- Potential Programming Recommendations (site and building) to be included for analysis
- How key Programmatic elements effect the facility's cost recovery (through an 'Element vs. Associated Cost' matrix)
- Potential Sites to accomodate the Aquatic Center
- Potential economic impacts of the Aquatic Center
- Funding and potential partnership analysis
- Impacts on existing pool and aquatic facilities in the region



- Schedule /timeline showing when major milestones for tasks and subtasks will be completed

Part of the proposal shall include the development of an initial public involvement plan, assign staff and define roles; provide for public input at key stages of the planning process, incorporating diverse methods for presenting information and receiving feedback; implement public involvement plan throughout the entire planning process.

**3.0 MARKET ANALYSIS:** Identify the primary and secondary service areas, and potential users and user groups. Include projected attendance for alternative building and site locations, appropriate fee schedules, revenue and expense projections, and service levels. Include potential tourism impacts of a regionally significant (destination) facility.

Research and document existing aquatics facilities in the region, including facility location, size, components, rate structure, operational cost recovery, and potential influence on the Des Moines area market.

This step will help determine the needs of an Aquatic Center facility.

**4.0 FACILITY COMPONENTS:** The capital and operating cost impact of key program components will be studied as part of the Pro forma analysis to compare the merits of each component to the overall facility. Both indoor and outdoor facilities and components can be considered. The assessment will develop a priority of the program components, based on how the facility will be utilized, its potential rate structure, and the cost and impact(s) of each component. This assessment will be utilized to compare alternative building and site programs.

**5.0 SITE ANALYSIS:** Provide assessments for up to five (5) potential sites. Sites at this time are undetermined.

The consultant(s) shall analyze each site to determine their suitability for an aquatic facility. Identify key criteria to assess the benefits and drawbacks to each site, and develop methodologies to compare and contrast the individual merits of each. A section shall be included in the final report detailing the types of analysis conducted, results, and any limitations or concerns related to each of the sites. The report will identify one or more preferred sites. Information in this section should be prepared and organized to allow for its future use as part of a SEPA analysis for an aquatic facility.

**6.0 SCHEMATIC DESIGN:** Conceptual facility planning shall incorporate (where applicable) feedback received from the community meeting(s). Schematic design alternatives shall include, at a minimum: written program; site and building diagram, conceptual floor plan, and graphic representations that reflect design objectives, space requirements, relationships, site conditions, perspective sketches/renderings, computer modeling, and/or a combination of these media; potential traffic study and concerns; code requirements and potential conflicts; and preliminary construction





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and operational estimates. These estimates shall be divided into specific recreational components/features which can be added or deleted from the conceptual complex.

This stage will identify critical components of the facility and be organized to identify:

- How the individual Programmatic elements effect the rate structure and cost recovery
- Code / permit conflicts and constraints
- Cost estimating and associated economic impacts of the Aquatic Center Facility
- Marketing strategies and analysis, including various conceptual illustrations and marketing tools

**7.0 FUNDING:** Provide examples of different methodologies utilized to fund and operate aquatic centers, including bonding, public/private partnerships, corporate sponsorships, the sale of naming rights, and other creative ventures.

**8.0 PROPOSAL REQUIREMENTS:** Proposals should clearly state how your firms' expertise is demonstrated by previous experience. The following shall be addressed as a minimum, with sections tabbed with numbers as follows:

1. A brief letter of introduction stating your interest in this project
  - Firm name
  - Contact Information: address, phone and fax numbers, web site (if applicable), and contact person(s) with email noted.
2. In addition to a brief letter of introduction stating your interest in the project, explain how your expertise is demonstrated by previous experience, and what makes your firm uniquely qualified for this project. What value or benefits do you bring to the process that differentiates you from the other candidates?
3. Project Approach - A detailed description of how your firm proposes to approach this project. Include sufficient discussion of proposed methodologies, techniques, and procedures for each work item.
4. Describe the process you would recommend to create a team relationship among those involved with the project, including District board and staff, the public, and potentially the Highline School District, City of Des Moines and surrounding municipalities and organizations.
5. Examples of recent professional experience, including work with public sector clients, and a minimum of five (5) applicable aquatic feasibility studies.
6. What experiences (good and bad) on previous or other projects do you find applicable to helping make this project a success for everyone involved.



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7. Provide your standard consultant service fees/pricing per work type and/or per individual team members, and provide a statement about the adequacy of the budget.
8. A minimum of three (3) references with full name, title, address, email, phone, and fax numbers.
9. Firm personnel experience
  - List lead or project manager for the team.
  - A listing of team personnel who will actually be assigned to perform the work on this project, and a breakdown and description of tasks assigned per project team member. Describe the hierarchy of project management.
  - Provide a resume and experience record for each person, including years of experience, education and anticipated amount of time each will actually work on this project and location of each person.
10. Sub-Consultant(s) personnel experience
  - Names and addresses of any outside consultant(s) or associate(s) proposed to be involved with this project.
  - Include each proposed sub-consultant(s) experience and qualifications as described above for firm's personnel.
  - For firms located outside the region, address how you will remain responsive to short notice requests and meetings.
11. Provide a proposed timeline for completing key tasks in each phase and the method to assure that the time schedule will be met. Identify the person responsible for assuring schedule compliance.
12. Firms must also complete Attachment C (Vendor Questionnaire) and Attachment E (Request for Quotation) to meet PASS requirements to be selected for "Short List".



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## **ATTACHMENT B – INSURANCE REQUIREMENTS FROM WCIA**

### **EXHIBIT VIII**

#### **INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS**

*Includes consultants, architects, engineers, accountants, and other professional services.*

##### **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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

##### **A. Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

##### **B. No Limitation**

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.



### **C. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

### **D. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

### **E. Other Insurance Provision**

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

### **F. Acceptability of Insurers**



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

**G. Verification of Coverage**

Consultant shall furnish the Public Entity 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.

**H. Notice of Cancellation**

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

**I. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

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

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.



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**ATTACHMENT C – VENDOR QUESTIONNAIRE**

**INSTRUCTIONS: This is a mandatory form.** Submit this form with your bid or proposal. Provide information to the extent information available. If response is incomplete or requires further description, the Buyer may request additional information within a specified deadline, or may determine the missing information is immaterial to award.

<b>Vendor Information</b>	
Vendor's Legal Name	
"Doing Business Name" (dba) if applicable	
Mailing Address	
Contact Person and Title	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's E-Mail Address	
Dun & Bradstreet number (if available)	
Identify the City and State of your company headquarters	

<b>City of Des Moines and Washington State Business Licenses</b>	
Do you currently have, or can you obtain by the time of the contract a business license through the City of Des Moines? <a href="http://www.desmoineswa.gov/index.aspx?nid=126">http://www.desmoineswa.gov/index.aspx?nid=126</a>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you currently have, or can you obtain by the time of the contract a business license through the State of Washington? <a href="http://bls.dor.wa.gov/file.aspx">http://bls.dor.wa.gov/file.aspx</a>	Yes <input type="checkbox"/> No <input type="checkbox"/>

<b>Ownership</b>	
Is your firm a subsidiary, parent, holding company, or affiliate of another firm?	
What year was your firm, under the present ownership configuration, founded?	
How many years has your firm been in continuous operation without interruption?	
What year did your firm begin providing, on a continuous basis, the types of services or products that are required from this solicitation?	

<b>Financial Resources and Responsibility</b>	<b>Specify yes or no. If yes, explain.</b>
Within the previous five years has your firm been the debtor of a	



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bankruptcy?	
Is your firm in the process of or in negotiations toward being sold?	
Within the previous five years has your firm been debarred from contracting with any local, state, or federal governmental agency?	
Within the previous five years has your firm been determined to be a non-responsible bidder or proposer for any government contract?	
Within the previous five years has a governmental or private entity terminated your firm's contract prior to contract completion?	
Within the previous five years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?	

Affirmative Contracting	Specify yes or no.
Within the previous five years has your firm been found to have violated any local, state, or federal anti-discrimination laws or regulations?	If yes, explain.
Does Vendor anticipate hiring a subcontractor?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Disputes	Specify yes or no. If yes, explain.
Within the previous five years has your firm been the defendant in court on a matter related to any of the following issues: <ul style="list-style-type: none"> <li>• Payment to subcontractors?</li> <li>• Work performance on a contract?</li> </ul>	
Does your firm have outstanding judgments pending against it?	
Within the previous five years, was your firm assessed liquidated damages on a contract?	

Compliance	Specify yes or no. If yes, explain.
Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation.	
If a license is required to perform the services sought by this solicitation, within the previous five years has your firm had a license suspended by a	





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licensing agency or been found to have violated licensing laws?	
If Hazardous Materials are an element of the contract, has the Vendor had any violations of improper disposal of such materials or any violation of associated laws, rules or regulations in the previous five years?	

Involvement by Current and Former District Employees and Officials	Specify yes or no.
Are any of your company officers or employees a current or former District employee or volunteer? If yes, identify the employee name.	
Will any of your vendor employees work more than 1,000 hours (per rolling 12 months) within a District contract, combining the hours for work under this contract and any other? If so, specify the worker name.	
Does Vendor (including officer, director, employee, trustee, or partner) have a business interest or a close family or domestic relationship with any District official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluation of the Vendor performance?	

Emergency Contact Information	
Certain contract products or services may be valuable during a 24-hour emergency. If you have alternative contact information for emergency response during non-business hours, please provide below.	
Contact Name	
Emergency Phone Number	
Back-up Emergency Phone Number	
If your company has locations outside of Des Moines that can be called upon in an emergency for these products or services, please list:	



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Business History	Specify yes or no.
<p>In the last five years, has your firm held other contracts with public agencies to provide similar products or services in a size and scope similar to that required by the District?</p>	
<p>Provide and/or attach a sampling of contracts you have held in the past five years, sufficient for the District to understand the depth and breadth of your experience, with a particular emphasis on contracts with public agencies. The District may use this to assess your capability and experience at this particular type of product provision or service work. Specify the name/contact that can serve as a reference for each.</p> <ul style="list-style-type: none"> <li>• If you have many such contracts, you can provide a brief summary.</li> <li>• If you are a subsidiary of a national firm, summarize the contracts that represent your local office.</li> </ul>	

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<b>By submittal of this form, the Vendor hereby certifies:</b>
<p>Vendor is not debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency.</p>
<p>During the most recent three years, Vendor has not been convicted of or had a civil judgment rendering against the firm for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government, or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and my firm is not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.</p>
<p>Vendor has not paid, nor will pay, Federal appropriated funds (including profit or fee received under a covered Federal transaction), to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall notify the District and complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities.</p>



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Vendor has not had a governmental or private entity contract terminated prior to contract completion or debarred from bidding, within the last five years.
Within the previous five years, vendor has not used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency.
Vendor's Offer is valid until the date the District awards a Vendor Contract or rejects all offers;
Vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive pricing in the preparation and submission of its Offer;
Vendor shall provide immediate written notice to the District if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
Submittal of this Vendor Questionnaire with your proposal provides authority and certification for your entire submittal.

### District Non-Disclosure Request

If you believe any statements or items you submit to the District as part of this bid/response are exempt from disclosure, you must identify and list them below. You must very clearly and specifically identify each statement or item, and the RCW exemption that applies. If awarded a District contract, the same exemption status will carry forward to the contract records.

The District will **not** exempt materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not identify the entire page, unless the entire page is within the exemption scope. Only records properly listed on this Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

- I do not request any information be withheld.
- I request the following specific information be withheld. I understand that all other information will be considered public information. For each statement or item, you intend to withhold, you must fill out every box below. You should not require an entire page withheld; only request the specific portion subject to the exemption.



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Document Page: Specify the page number on which the material is located within your submittal package (page number)	Statement: Repeat the text you request to be held as confidential, or attach a redacted version.	RCW Exemption: Specify the RCW exemption including the subheading

For this request to be valid, you must specify the RCW provision or other State or Federal law that designates the documents as exempt from disclosure. For example, potential RCW exemptions include the following:

1. RCW 42.56.230.3 – Personal information - taxpayer
2. RCW 42.56.230.4 – Personal information – Credit card numbers and related
3. RCW 42.56.240 - Investigative, law enforcement and crime victims
4. RCW 42.56.250 – Employment and licensing – specify the applicable subheading
5. RCW 42.56.260 - Real estate appraisals
6. RCW 42.56.270 (Items 1 through 17) – specify which subheading.
7. RCW 42.56.270 (items 1 through 17) – specify applicable subheading
8. RCW 42.56.420 - Security

If the district receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the district (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the district within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The district assumes no contractual obligation to enforce any exemption.



**ATTACHMENT D – EVALUATION PROCESS**

Below is a summary of the evaluation process that will be used for the Aquatic Feasibility Study. The District reserves the right to adjust the evaluation process and scoring as necessary to best serve the interests of the District.

**1.0 Proponent Evaluation Process**

The evaluation and selection of a Proponent will happen as a four-stage process, as following:

- a. Phase 1 – Mandatory Compliance
- b. Phase 2 – Technical Proposal
- c. Phase 3 – Presentations and Demonstrations
- d. Phase 4 – Interview and References
- e. Phase 5 – Pricing

The overall scoring will be as follows:

<b>Phase</b>	<b>Points</b>	<b>Interview Length (All Estimates)</b>
Phase 1 – Mandatory Requirements	No points – Pass/Fail only	N/A
Phase 2 – Technical Proposal	30 points	30 Minutes
Phase 3 – Presentations and Demonstrations	25 points	30-45 Minutes
Phase 4 – Interview and References	30 points	30 Minutes
Phase 5 – Pricing	15 points	N/A
<b>Total</b>	<b>100 points</b>	<b>90-115 Minutes</b>

**2.0 Phase 1 – Mandatory Compliance**

All Proposals will be reviewed for completeness and compliance. Subject to the terms of this RFP, any Proposals that do not meet the mandatory requirements, either through failure-to-meet or omission, in any material respect, will be disqualified. Proposals deemed to meet the mandatory response requirements will proceed on to Phase 2 evaluation. This will be determined by reviewing proposed materials. Proponent must complete all materials in Attachment A. There will be no scoring for this section of the process. All applicants that meet the requirements will receive an interview (complete Phases 2-5). The District shall be the sole judge of whether a vendor meets the Mandatory Compliance requirement and the District may waive minor irregularities if determined to be in the best interest of the District.

**3.0 Phase 2 – Technical Proposal**

In Phase 2 of the Proponent evaluation process, each Proponent’s Submitted Proposal will be presented by the Proponent to the Evaluation Committee and scored accordingly. The scoring will be done in the manner set forth below. The weighting of the scoring of each section will be as follows:



Section	Max Score
About the Vendor	2
Understanding of the Challenge	3
Methodology	3
Project Management	4
Vendor Qualifications	4
Functional Requirements	4
Capability (Experience) Requirements	4
Technical Requirements	3
Examples Provided	3
<b>Total</b>	<b>30</b>

#### 4.0 Phase 3 – Presentations and Demonstrations

Phase 3 of the evaluation process will involve interacting with the Proponents to enable Des Moines Metropolitan Park District to gain additional understanding regarding their Proposals. This will include:

- Presentations from the proponent highlighting the key advantages of its proposal; which presentations will be conducted, and the terms and manner of the presentations are set forth in the section below.
- Reference checks and interview with former clients of the proponents as described in the section below.
- Interactive demonstrations to be conducted by representatives of the proponent, who will work with Des Moines Metropolitan Park District to show how the deliverables proposed to be provided by the Proponent.

Once the interactive demonstrations are complete, points will be awarded to each Proposal to which this Phase 3 applies. The score breakdown for Phase 3 will be as follows:

Section	Max Score
Proponent Presentation	25

#### 4.1 Proponent Presentation

Following the Technical Proposal, each Proponent will present how they would lead the Aquatic Feasibility Study with examples of how they will meet the expectations listed in Attachment A. The agendas and content for the presentation will be at the discretion of the Proponent, but are expected to include examples of: public outreach, market analysis, facility component analysis, site analysis, schematic designs, funding approaches/suggestions and best meeting the proposal requirements. There should be a Question & Answer session scheduled at the end of the Proponent’s presentation. The Proponent should use its discretion as to which of its representatives attend the presentation; however, Des Moines Metropolitan Park District requires that key implementation project team members will be physically present at this meeting. Further, the proposed [Proponent Project Manager] must be physically present at the Proponent presentation, unless extreme and unforeseen



circumstances of a personal nature affecting that individual make his or her physical presence impossible. Proponents are not expected or permitted to provide information about the pricing Deliverables in the course of any such presentation.

Review Scoring: 1 = Unacceptable, 2 = Below Average, 3 = Average, 4 = Above Average, 5 = Outstanding/Exceptionable

Criteria	Score (1-5)*	Max Points
Organization		5
Communication of Materials		5
Knowledge of Subject		5
Systems Fitting Our Needs (Process)		5
Responsiveness		5
<b>TOTAL POINTS</b>		<b>25</b>

**5.0 Phase 4 Interview and Reference Checks**

Proponents will provide references as set out in Attachment B. Proponents should be prepared for checks with those references. Des Moines Metropolitan Park District reserves the right to check references other than those provided by any Proponent, and to verify with any Proponent or with any third party any information set out in a Proponent’s Proposal. Des Moines Metropolitan Park District may contact the references and others to confirm the details of the implementation of products and services similar to the Deliverables contemplated by this RFP.

Although no specific points are assigned to references, information provided by references and other Persons may be used by Des Moines Metropolitan Park District to gain insight in connection with the evaluation process to be carried out by Des Moines Metropolitan Park District as part of Phase 2, Phase 3 and for assessing the credibility of the Proposals to which they relate. At Des Moines Metropolitan Park District’s sole discretion, Des Moines Metropolitan Park District may decide to shortlist the number of vendors after Phases 2 and 3, with the low-scoring vendors simply disqualified from further consideration.

Section	Max Score
Interview	15
Reference Checks	15
<b>Total</b>	<b>30</b>

**5.1 Interview (Organizational Fit)**

Demonstrate a proven track record for success in projects similar to the Project with organizations similar to Des Moines Metropolitan Park District. Provide a description of five previous projects similar in size and scope to the Project described in this RFP.



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Criteria	Score (1-5)*	Max Points
Authenticity		3
Values		3
Organizational Fit		3
Communication		3
Lead Us Through Process/Systems		3
<b>TOTAL POINTS</b>		<b>15</b>

**5.2 References**

Demonstrate a proven track record for success in projects similar to the Project with organizations similar to Des Moines Metropolitan Park District. Preference is for three (3) references to show the capability of the proponent and how they fit the needs of the District.

Criteria	Score (1-5)*	Max Points
Organization		3
Communication of Materials		3
Quality of Work		3
Systems Fitting Their Needs (Process)		3
Responsiveness		3
<b>TOTAL POINTS</b>		<b>15</b>





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## 6.0 Phase 5 – Pricing and Value

Following the completion of Phase 3, Phase 4 of the evaluation process will involve reviewing the cost of the Deliverables proposed to be provided by the Proponent based on the pricing information set out in the Proponent's Proposal and from the best service and value to the Des Moines Pool Metropolitan Park District. Proponent Proposals will be normalized and Proponents will be awarded points based on the total evaluation score. The formula used for awarding points for the pricing component of the evaluation will be as follows:

Criteria	Score (1-5)*	Max Points
Pricing		5
Services/Money		10
Trust in Billing/Communication		10
<b>TOTAL POINTS</b>		<b>25</b>

## 7.0 Final Scoring

Final scoring of the Proponent submissions will be based on the combined scores achieved in Phases 2, 3, and 4.

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**Attachment E – Request for Quotation**

**Item:** Aquatic Feasibility Study

**Brief Description:** Lead organization through Aquatic Feasibility Study

**Quantity:** \_\_\_\_\_

**Date Required:** January 9, 2017

**Delivery Location:** PO Box 98711  
22015 Marine View Drive S.  
Des Moines, WA 98198

**Warranty Requirements:** None

**Instructions for Vendors**

**Please reply to this request in the manner stated below:**

- This documentation should be delivered back to Des Moines District General District Manager's Office no later than 5:00pm on November 16, 2016.
  - Send completed RFQ documentation to Scott Deschenes at:  
*PO Box 98711  
22015 Marine View Drive S.  
Des Moines, WA 98198*
- Send two copies of details of type of product required and any other relevant requirements.
- Feel free to contact Scott Deschenes by telephone at (206) 429-3852 or [scott.deschenes@desmoinespool.org](mailto:scott.deschenes@desmoinespool.org), should you have any questions.



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**Schedule C (Page 2)**

**Provide Quote Below (all quotes shall be exclusive of any applicable sales taxes)**

**Total Fee:**

---

What does this include (Use Additional Sheets – if necessary)?

---

**Statistically Valid  
Survey Fee:**

---

What does this include (Use Additional Sheets – if necessary)?

**On-site Visit Fee  
(Hourly):**

---

**Additional Fees  
Outside of Scope of  
Project (Hourly):**

---

What do you consider outside the scope of the project  
(Use Additional Sheets – if necessary)?

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**Any Additional  
Fees/Services that  
Should Be Included  
in Project Scope,  
but are not:**

\_\_\_\_\_

Please use another sheet of paper to justify your decision?

**Terms for Payment:**

\_\_\_\_\_

**Schedule (to tier 3):**

\_\_\_\_\_

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**ATTACHMENT F – CONTRACT FORM**

**PROFESSIONAL SERVICES AGREEMENT**

**between the Des Moines Pool Metropolitan Park District and**

\_\_\_\_\_

THIS AGREEMENT is made by and between the Des Moines Pool Metropolitan Park District, a Washington municipal corporation (hereinafter the "District"), and \_\_\_\_\_, located and doing business at \_\_\_\_\_ (hereinafter the "Consultant").

**AGREEMENT**

**1. DESCRIPTION OF WORK.**

1.1. Consultant shall provide the following services for the District: \_\_\_\_\_  
\_\_\_\_\_  
"Services."

1.2. Consultant acknowledges and understands that Consultant is not the District's exclusive provider of the Services and that the District maintains its unqualified right to obtain the Services or related services through other sources.

1.3. Consultant represents that the Services furnished under this Agreement will be performed diligently and in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

2. **TIME OF COMPLETION.** Upon the effective date of this Agreement, Consultant shall complete the work and provide all services within the following time frames \_\_\_\_\_  
\_\_\_\_\_.

3. **COMPENSATION.** The District shall pay Consultant a total amount not to exceed \$ \_\_\_\_\_ for the Services. The Consultant shall invoice the District monthly based on time and materials incurred during the preceding month. The hourly rates charged for Consultant's services shall be \$ \_\_\_\_\_. All hourly rates charged shall remain fixed at the negotiated rates throughout the term of this Agreement.

4. **ADDITIONAL SERVICES.** If, during the performance of this Agreement or subsequent to completion of the work under this Agreement, services other than those described in Section 1 are ordered by the District, the Consultant agrees to provide said services and the District agrees to



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compensate the Consultant for the same according to the method determined at the time the additional services are ordered. The Consultant shall not proceed with said additional services until such time as the cost for the additional services and the method of payment are approved in writing by the District.

**5. INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

**5.1.** The Consultant has the ability to control and direct the performance and details of its work, the District being interested only in the results obtained under this Agreement.

**5.2.** The Consultant maintains and pays for its own place of business from which Consultant's services under this Agreement will be performed.

**5.3.** The Consultant has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the District retained Consultant's services, or the Consultant is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

**5.4.** The Consultant is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.

**5.5.** The Consultant has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Consultant's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.

**5.6.** The Consultant maintains a set of books dedicated to the expenses and earnings of its business.

**6. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement. The District shall notify Consultant of the effective date of the termination and no charges incurred under this Agreement for services delivered after the effective termination date will be allowed.

**7. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY.** Any records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Consultant in connection with the Services provided hereunder "Work Product" shall be the property of the District whether the project for which they were created is executed or not. The District shall own all copyrights to such Work Product, and Consultant agrees to assign all ownership rights to such Work Product to the District. Upon its sole





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risk, the District may make modification to the Work Product without the prior written authorization of the Consultant. The District agrees to waive any claim against the Consultant arising from the District's reuse or modification of any such Work Product. The Consultant shall hold on the District's behalf, original reproducible copies of all Work Product for a period of three (3) years for the date of substantial completion. Consultant may not use Work Product specifically developed for and paid for by the District, for non-District projects, without the prior written authorization of the District upon such terms and conditions imposed by the District.

**8. INDEMNIFICATION.** The Consultant shall indemnify, defend and hold harmless the District its officers, agents, employees and volunteers from and against any and all claims, losses or liability, including reasonable attorney's fees, arising from injury or death to persons or damage to property to the proportionate extent caused by any negligent act, omission or failure of the Consultant, its officers, agents employees and volunteers in performing the Services required by the Agreement. With respect to the performance of this Agreement and as to claims against the District, its officers, agent's employees and volunteers, the Consultant expressly waives its immunity under Title 51 of the Revised Code of Washington (RCW), the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Consultant. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the District, its officers, agent's employees and volunteers. To the extent any of the damages reference by this paragraph were caused by or resulted from the concurrent negligence of the District, its officers, agent's employees or volunteers, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Consultant, its officers, agent's employees and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement or the retention of the Consultant pursuant to this Agreement.

**9. INSURANCE.** The Consultant shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Attachment B of the District's Request For Proposals which requirements incorporated by this reference.

**10. CONSULTANT'S WORK AND RISK.** The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those services. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

**11. MISCELLANEOUS.**

**11.1. Non-Waiver of Breach.** The failure of the District to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or



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relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

**11.2. Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. The prevailing party in any action to enforce the terms of this contract, in addition to costs, shall be entitled to reasonable attorney's fees and expenses as determined by the court including costs and fees incurred on appeal in addition to any other relief the prevailing party may be entitled to receive.

**11.3. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

**11.4. Assignment.** Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

**11.5. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the District and Consultant.

**11.6. Entire Agreement.** The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the District, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

**11.7. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

**IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.**



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**CONSULTANT:**

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

DATE: \_\_\_\_\_

**DES MOINES POOL METROPOLITAN  
PARK District:**

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICES TO BE SENT TO:**

**CONSULTANT:**

**DRAFT**

**NOTICES TO BE SENT TO:**

**DES MOINES POOL METROPOLITAN PARK  
District:**

Des Moines Pool Metropolitan Park District  
22015 Marine View Drive S. #2B  
Des Moines, WA 98198