



Request for Proposals

Downtown Civic Core Vision and Action Plan

OVERVIEW

The City of Renton is seeking a professional consultant to develop a Vision and Action Plan (“Plan”) for the Downtown Business District “Civic Core” area (see attached maps). The City desires to strengthen the area to ensure that it is a safe and inviting place that will catalyze growth and investment throughout the business district.

The Plan would include a master plan and implementation strategies that will guide the City as it considers future use and development of existing civic facilities and public improvements in the area. Overall, the Plan should determine how to re-create the area into a dynamic, active place that energizes and transforms the heart of Downtown into a destination for residents, employees, visitors and businesses.



Civic Core area with The Piazza in foreground, Pavilion Event Center in middle, and City Center Parking Garage in background.

GENERAL INFORMATION

The City of Renton is a thriving community of nearly 100,000 residents located in the heart of the Puget Sound region, just 6 miles from SeaTac International Airport, 8 miles from Downtown Bellevue and 11 miles from Downtown Seattle. As a major employment center for the region, Renton hosts such major manufacturing companies as Boeing, Microscan, and PACCAR; finance and banking institutions such as the Federal Reserve Bank of Seattle; healthcare sector leaders such as UW Medicine’s Valley Medical Center, Providence Health System, and soon, a new Group Health campus; regional shopping destinations such as IKEA, The Landing, and Fry’s Electronics; and, national headquarters of the world famous Wizards of the Coast entertainment company and the Seattle Seahawks (including its training facility).



Renton’s historic downtown is emerging as a modern gathering place for dining, events and festivals, specialty shopping, and the arts. Home to the Renton History Museum, IKEA Performing Arts Center, Renton Civic Theatre, Pavilion Event Center, major park and recreational facilities and a seasonal Farmers Market, the downtown is an area that is attracting a growing number of new residents seeking to enjoy living and working in an area rich with cultural and recreational opportunities. Since 2000 more than 700 multi-family market rate and affordable housing units have been constructed. The most recent addition, The Lofts at Second and Main, will open in late 2016 with 101 new market rate units and 4,000 sf of ground floor retail. Renton Commons, a 48-unit affordable housing project, is planned to begin construction in Spring 2017 on Whitworth Avenue between South 2nd and 3rd streets.



The Lofts at Second and Main (currently under construction)



Reconnecting Downtown – Couplet Conversion Project (S. 3rd St.)

BACKGROUND AND PURPOSE

In the late 1990s and early 2000s, the City acquired property within the Civic Core area to revitalize Downtown with higher density mixed-use development supported by public amenities. Several multi-story residential projects with street level retail space were developed around a city-owned block with key civic facilities, including a transit center, municipal parking garage, event center, and central park/public plaza. Immediately to the south, other City-owned property along Burnett Avenue was repurposed with a clocktower plaza and public parking lot. In the decade since completion of these improvements, the area has struggled with issues such as long-term retail space vacancies, safety perceptions, over-use of curb space for idling busses, and underutilization of many of the civic facilities.

To address this situation, the City recently initiated several actions. It is currently developing a plan with regional transit systems that would relocate many of the transit center's operations to a location southwest edge of the greater Downtown area, while retaining bus routes that provide direct access to the business district and Civic Core. The City owns a vacant property to the west of the central park/public plaza that may be considered in the redesign of this amenity to increase programming and functionality. With numerous public parks and trails, natural areas like the Cedar River, and the IKEA Performing Arts Center located in close proximity to the Civic Core, there are opportunities to create connections between these amenities, the Civic Core, and the surrounding area.

To ensure effective coordination of all of these actions, the City is seeking proposals from consultants with experience and expertise in the successful completion of a Vision and Action Plan that will ensure effective coordination of all of these actions, while also:

- Helping the City better understand the role of all of the City's public assets within the Civic Core;
- Engaging the community in determining how the area can be better utilized; and
- Providing a vision of how to maximize the area's true potential, in both serving as a desired community gathering place as well as becoming a highly attractive catalyst for growth and investment.

This project brings an opportunity to utilize "placemaking" exercises to reimagine and reinvent the public spaces that make up the Civic Core area, by better understanding the interaction of land uses, public facilities, parks and trails, maintenance, private businesses, streetscapes, programming, and social connections as they merge in the center of Renton. The resulting plan and strategies should ensure short- and long-term opportunities for positive social activity within a well-designed, functional environment—a sustainable environment that will stimulate economic growth of the entire business district.

PROJECT SCOPE AND KEY ISSUES

The Vision and Action Plan will consist of a visionary master plan for the Civic Core and surrounding area that identifies a highly-functioning layout of land uses, public facilities, and private development, and supplemented by an action plan of implementation strategies to help achieve the vision. The City would like to better understand how the location, use, and in some cases, expansion of the civic facilities, as

like to better understand how the location, use, and in some cases, expansion of the civic facilities, as well as their interaction with adjacent and nearby private improvements and uses, impact the performance of the facilities and the overall Civic Core area. Some of the issues and questions to be considered in development of the Plan include:

- Overall Civic Core Area. With the investment made by the City over the past 20 years, why does the area not appear to be working as a whole or having a positive impact on Downtown?
 - Evaluate current facilities and their interactions with each other and surrounding developments for deficiencies and limitations
 - Determine how the individual uses can work better as a whole, while becoming a catalyst to the entire business district, City Center community, and the City
 - Identify opportunities to connect the Civic Core to other areas and landmarks in downtown, such as Burnett Linear Park, Cedar River and Trail, Tonkin Park, Renton Library, IKEA Performing Arts Center, Renton High School, and the historic core.
- Transit Center. Once its operations are relocated, what is the highest and best use of the current facility?
 - Determine Downtown transit needs to remain
 - Repurpose and utilize area for other benefits.
- Municipal Parking Garage. How can the structure better serve as a safe, successful parking resource for businesses, employees, residents and developers?
 - Better utilization of the structure's parking stalls and ground floor commercial space, and treatment of uninhabited areas facing streets and sidewalks
 - Evaluate parking demand/needs and role of the garage
 - Determine opportunities to attract development nearby by utilizing available parking.
- Pavilion Event Center. In light of market changes and redesign of the area, what is the role for this building?
 - Potential repurpose and/or continue as the central meeting place for Downtown
 - Evaluate central meeting space needs for Downtown
 - Evaluate the relationship to the existing Piazza and Gateway parks
- Piazza and Gateway Parks. What role(s) do these parks play and what improvements and/or accommodations are recommended to maximize the public's use? How can these amenities be utilized to catalyze the Civic Core? How should these open spaces be designed to serve as safe, vibrant, and attractive amenities for Downtown?
 - Expansion and/or redesign
 - Special events and programming
 - Farmers Market and other events
 - Public/Private partnerships
 - Recommendations for best practices in public space development to guide further park/plaza design to enhance and support downtown redevelopment
 - Connectivity with pedestrian and bike trails and Burnett Linear Park.
- Festival Street. How can the concept of a festival street be integrated into the area to support larger events and festivals?
 - Best location to couple with open spaces for events, mindful of traffic and bus patterns.
- Private Investment. How can private investment and development opportunities be utilized to enrich the area's public amenities?

ADDITIONAL PROJECT SCOPE

In addition to addressing the key issues listed above, the Plan should consider and evaluate the following related items:

- Understanding transportation patterns within and through the study area
- Creating a pedestrian-friendly environment throughout the area
- Promoting economic development opportunities
 - Need for private development together with public investment
 - Need for a regional draw/attraction to increase visitors and pedestrian traffic in Downtown
- Integrating streetscape and urban design elements, as well as opportunities for public art
- Promoting interactions between public spaces, sidewalks, streets and storefronts
- Addressing utility/infrastructure needs for proposed improvements, as well as understanding how Downtown's larger infrastructure needs impact the area
- Identifying solutions for public restroom facilities to support the study area
- Developing funding and financing options for Plan recommendations
- Engaging Downtown stakeholders and the Renton community in development of the Plan
- Understanding the underlying issues that contribute to the underutilization of the area, including zoning, demographics, housing types, and competition from nearby activity centers and new developments that may draw away from the Downtown area.

PROJECT BOUNDARY

The boundary for the Plan is shown on the attached map. Properties adjacent to the study area may also be considered in the plan if deemed essential to developing a successful vision for the area and successfully implementing the plan.

COMMUNITY AND STAKEHOLDER PARTICIPATION

To create a meaningful vision and action plan, the City expects that the selected consultant ("Consultant") will include within its project scope a meaningful public participation process that engages specific stakeholder groups and the community at large. A sample of stakeholder groups that should be involved includes, but is not limited to:

- Renton Downtown Partnership
- Piazza Renton
- Renton Chamber of Commerce
- Downtown business and property owners (particularly those adjacent to the study area)
- Downtown residents (particularly those adjacent to the study area)
- City boards and commissions such as the Parks and Municipal Arts commissions
- Nearby neighborhood and downtown-centric associations.

The Consultant will propose a public participation process that includes the full spectrum of participation tools, and includes modern means of gathering input from community segments that do not have the time to participate in traditional meetings or workshops. The Consultant will endeavor to utilize the public participation process to understand the study area's history and current issues/obstacles, as well as develop a community-based vision and strategy for changes and improvements to the study area.

Community and stakeholder involvement would include on-going communication with a project team consisting of City staff from various departments, as well as interaction/meetings with a stakeholder committee and outreach to the larger community. City staff will assist the Consultant in designing and delivering the public participation process.

PROJECT TIMELINE AND BUDGET

The City anticipates a nine (9) month timeline to complete the Plan with presentations to the City Council on the final plan following immediately after this timeframe.

DELIVERABLES

The Consultant will prepare the Plan for the area shown in the project boundary map as included in this document, as well as immediately adjacent properties that should be reasonably considered as necessary to provide a successful plan for the Civic Core area. It is expected that the deliverables will include multiple working draft versions of the document that will be refined in consultation with City staff and/or project working committee.

As part of the Plan, a master plan layout of the study area should be included that maps out the area as envisioned within the Plan. Perspective renderings of key components of the Plan are encouraged to illustrate the Plan's recommendations, along with a functional diagram of the Piazza and Gateway Parks which indicates general components, locations, interrelations, and sizes.

The Consultant is expected to prepare information to present via the City's website or other forms of social media.

FORMAT OF DELIVERABLES

- PDF file of complete plan.
- Digital files of plan and all attachments, maps and data within original software format, as well as individual PDF files. All maps and databases shall become property of the City. Consultant's preferred software format(s) for documents, narratives, and other components should be noted in proposals.
- All map data and maps shall be prepared and delivered in ESRI GIS geodatabase format and ArcMap version 10.2 or higher or ArcGIS Pro Documents.
- All deliverables shall become property of the City.

PROPOSAL REQUIREMENTS

The City invites highly qualified multi-disciplinary consultants to submit proposals to develop the plan. The proposal may include one or more team members, based upon the approach recommended to complete the project.

Proposals must demonstrate a clear understanding of the project. Any proposal responding to this Request for Proposals (RFP) should include the following:

- a. Title page with lead firm and contact information.
- b. Cover letter.
- c. Proposal Narrative explaining the team's familiarity with the City of Renton, its downtown and the plan area, and the needs and challenges for the plan area. The Narrative should also explain the team's interest in taking on the project.
- d. A matrix of Project-related Experience and Project Examples highlighting work in other communities. The matrix should include name of community, project/document title, date, brief description of the project, and description of project's applicability to the Civic Core project. Up to four examples should be provided. Only electronic copies of example documents should be provided on the flashdrive specified in the *Submittal Requirements* section below.
- e. A matrix of team members, specifying project role, specialty component, and key staff. Resumes of key staff members shall be included.
- f. Project Approach and Scope Outline, including but not limited to:
 1. Project tasks/scope of work;
 2. Description of public participation process;
 3. Timeline and key milestones; and
 4. List of deliverables and proposed software to be used in completing documents and maps.
- g. References from previous projects completed. A total of four references should be included, with at least two of them from clients related to the four project examples provided in "d" above.

SUBMITTAL REQUIREMENTS

One original and eight (8) hard copies (within 3-ring binders tabbed in accordance with the *Proposal Requirements* above) along with an electronic PDF stored on a flashdrive shall be submitted in a sealed envelope or box by **4:00 PDT on June 13, 2016**. Please mark "Proposal for the City of Renton Downtown Civic Core Vision and Action Plan" on the front of the envelope or box.

PLEASE NOTE: THE RFP SUBMITTAL DEADLINE HAS BEEN EXTENDED TO JUNE 20, 2016 BY 4:00 PM PDT.

SELECTION CRITERIA AND PROCESS

All submitted proposals will be reviewed by a selection committee composed of City staff and community representatives. The selection committee will determine a finalist short list (preliminary review; no less than three teams), and each finalist will be offered an opportunity to interview and present its proposal to the selection committee. The committee will select a top candidate to recommend to City Council for entering into a consultant contract. Top candidate selection will be based upon the following criteria:

- a. Specialized experience of the team and related experience on projects of similar scope in similar type and market communities;
- b. Proposed project approach, including team organization and structure, and understanding of project objectives;
- c. Completeness of the response proposal;
- d. Qualifications, references, and capability of key staff;
- e. Approach to facilitating meaningful public participation through a variety of means and media;
- f. Demonstrated ability to engage businesses and residents in development of the plan, as well as propose implementation measures that will sustain engagement into the future; and
- g. Proposed timeline/schedule for completion of project.

TENTATIVE TIMELINE

RFP Solicitation	May 20, 2016
Cut-off for Questions re: RFP	June 6, 2016
RFP Responses Due	June 13, 2016 June 20, 2016
Selection Committee Review of Submittals for Short List of Finalists	Mid-Late June 2016
Interviews Conducted for Short List of Finalists	Early July 2016
City Staff Briefs Council Committee w/ Consultant Recommendation	Late July 2016
City Council Approves Staff Recommendation	August 2016

QUESTIONS

Questions about the RFP or the project should be directed to:

John W. Collum, AICP, Community and Economic Development Department, via email at jcollum@rentonwa.gov

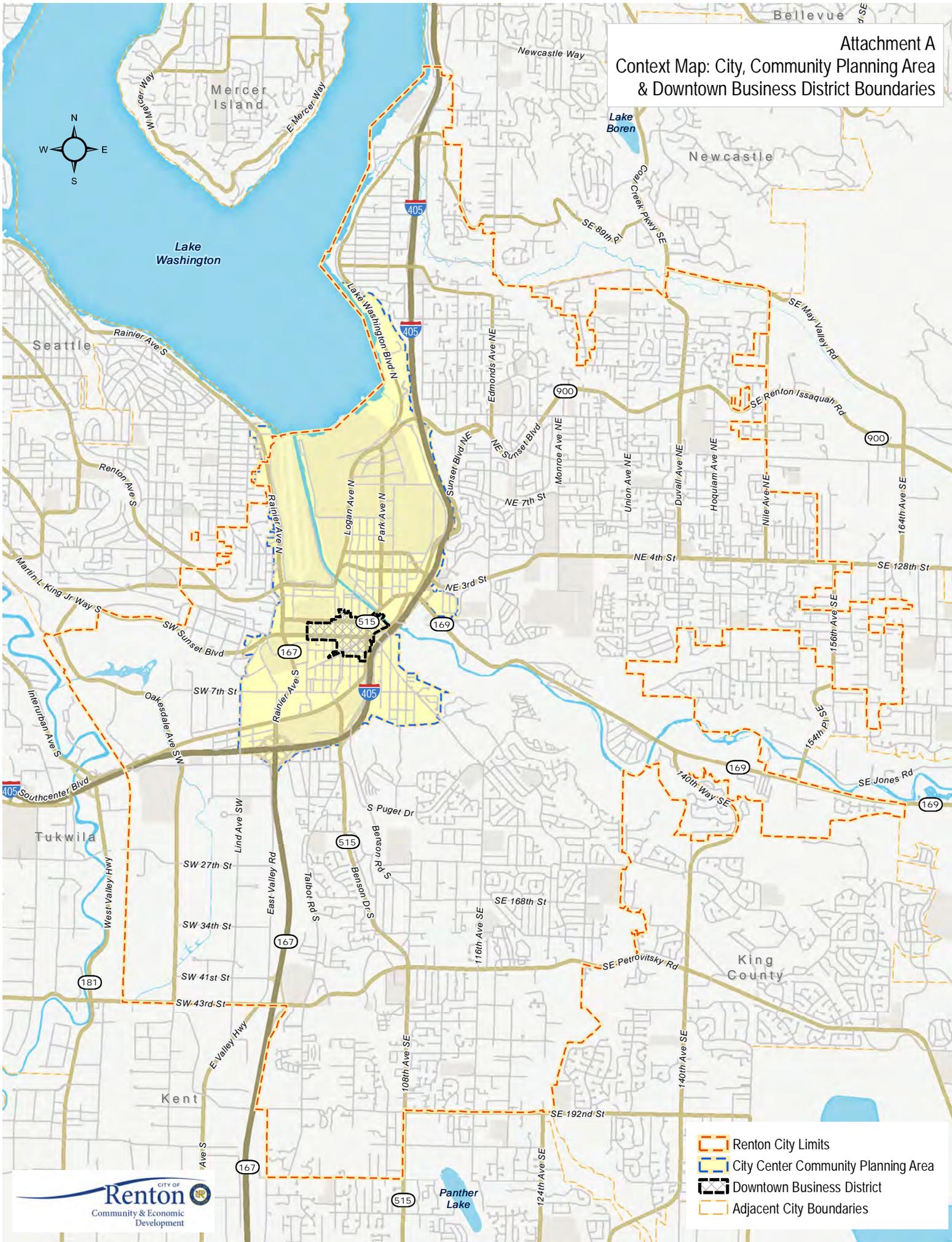
TERMS AND CONDITIONS

- All materials and images developed during this project will belong to the City.
- The City reserves the right to reject any and all submittals, and to waive minor irregularities in any submittals.
- The City reserves the right to request clarification of information submitted, to request additional information from respondents, and to request interviews with respondents.
- The City reserves the right to award the contract to the next most qualified consultant, if the successful consultant does not execute a contract within thirty (30) days after notification of the award of the bid.
- Any proposal may be withdrawn until the date and time set above for submittal of proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, for the services described in the RFP, or until one or more of the proposals have been approved by the City, whichever occurs first.
- The City shall not be responsible for any costs incurred by the consultant in preparing, submitting, or presenting its response to this RFP.
- In order to provide a consistent approach to the project, achieve economies of scale, and minimize disruption of City staff, the City expects to award this proposal to one consulting firm or team.

ADDITIONAL INFORMATION/LIST OF ATTACHMENTS

- a. Maps
 - i. Vicinity Map identifying boundaries of the City, City Center Community Planning Area, and Downtown Business District (Attachments A and B)
 - ii. Downtown Business District Map identifying the Civic Core area (Attachment C)
- b. Flyer: Downtown—The Opportunity is Now! (Attachment D)
- c. Poster: Current & Future Projects , Renton Downtown (Attachment E)
- d. Draft Consultant Agreement (Attachment F)
- e. List of Existing Plans and Studies for Reference (available at www.rentonwa.gov)
 - i. City of Renton Comprehensive Plan (June 2015)
 - ii. City Center Community Plan (June 2011)
 - iii. Downtown Streetscape Design Standards and Guidelines (March 2016 draft/pending approval)
 - iv. Parks, Recreation and Natural Areas Plan (November 2011)
 - v. Renton Trails and Bicycle Master Plan (May 2009)

Attachment A Context Map: City, Community Planning Area & Downtown Business District Boundaries

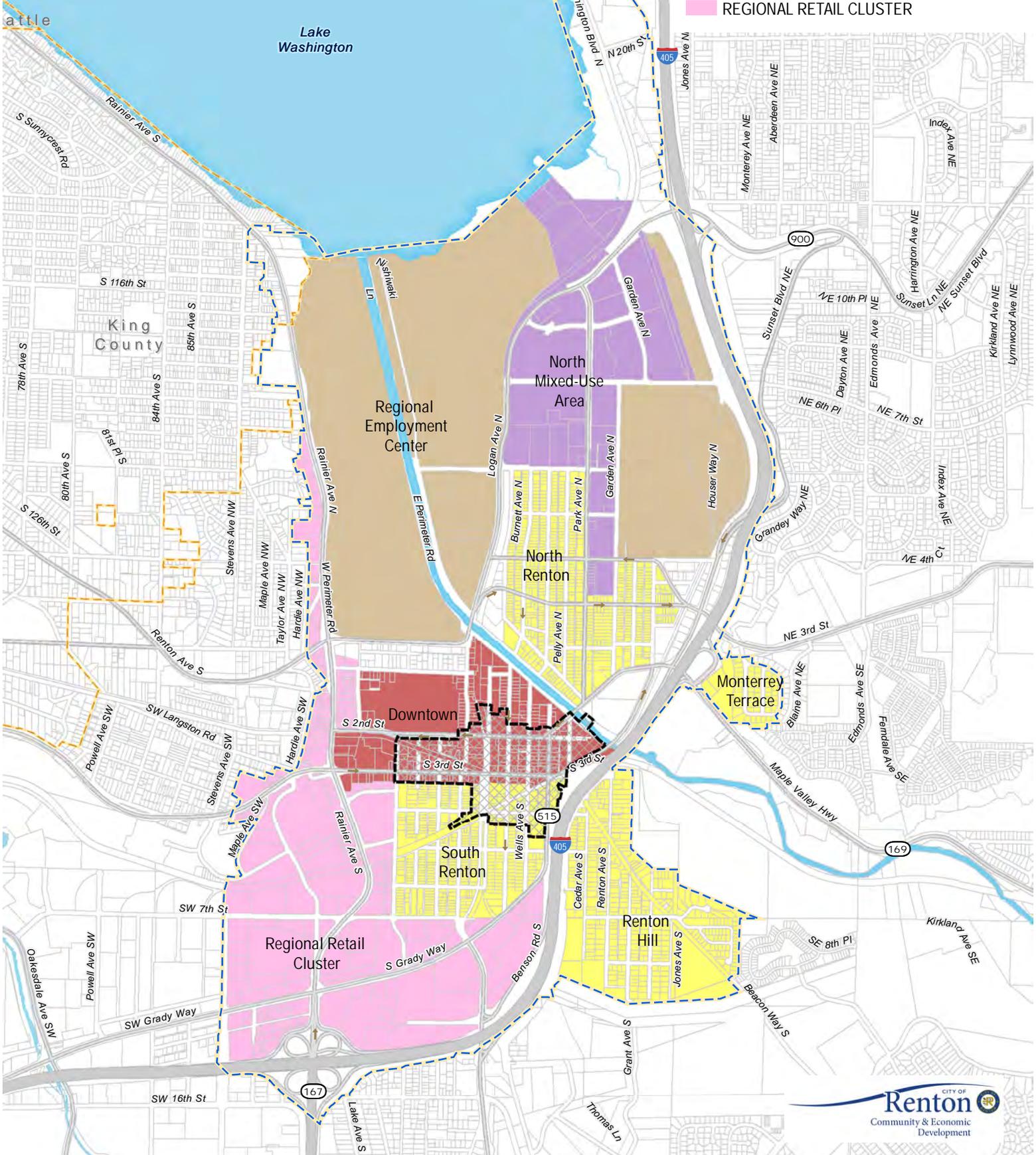


- Renton City Limits
- City Center Community Planning Area
- Downtown Business District
- Adjacent City Boundaries

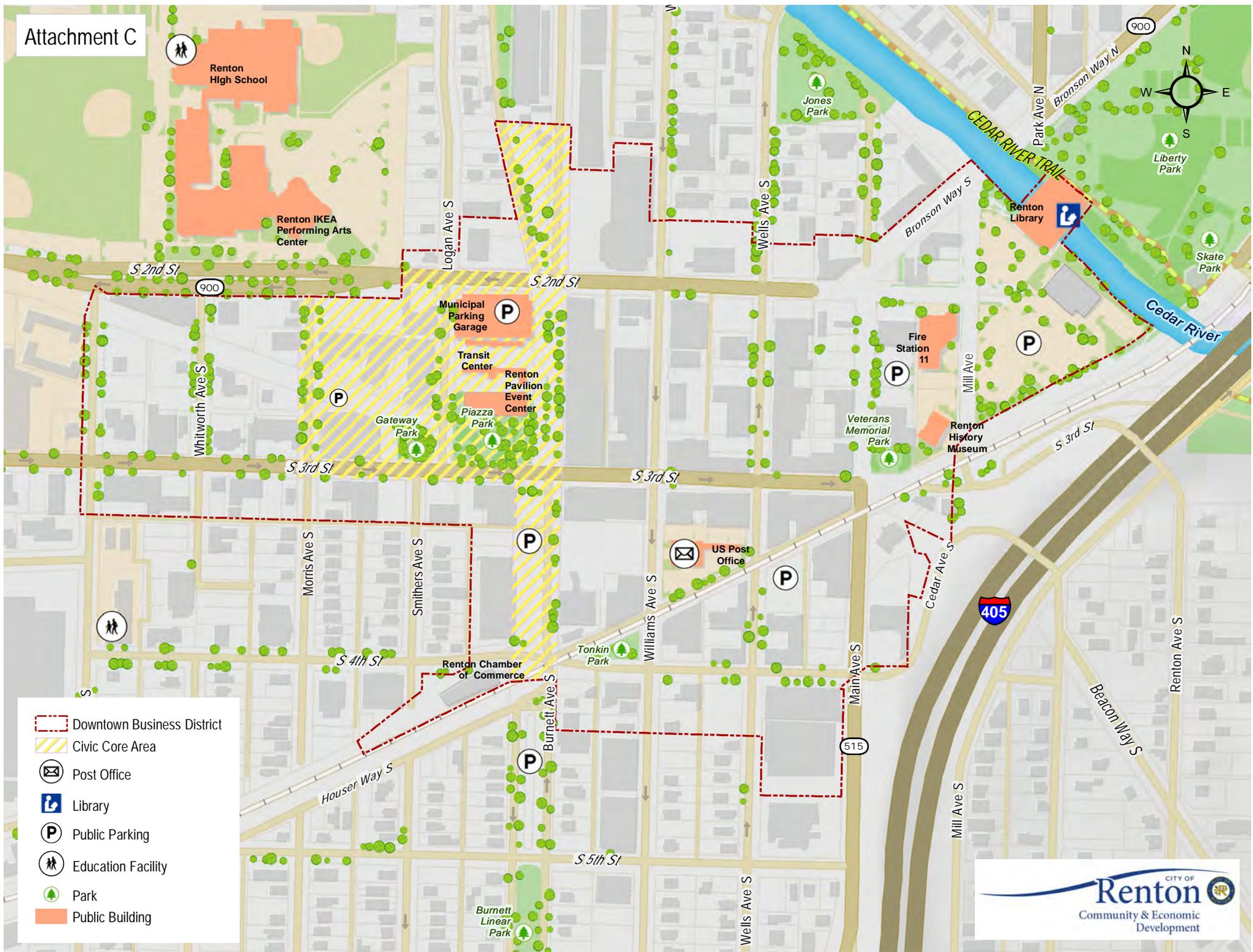
Attachment B
City Center Community Planning Area



- CITY CENTER COMMUNITY PLANNING AREA
- DOWNTOWN BUSINESS DISTRICT
- SINGLE FAMILY RESIDENTIAL AREA
- DOWNTOWN
- NORTH MIXED-USE AREA
- REGIONAL EMPLOYMENT CENTER
- REGIONAL RETAIL CLUSTER



Attachment C



-  Downtown Business District
-  Civic Core Area
-  Post Office
-  Library
-  Public Parking
-  Education Facility
-  Park
-  Public Building



DOWNTOWN — THE OPPORTUNITY IS NOW!

Renton's Downtown is the heart of a thriving community located in the center of the Puget Sound region, just 6 miles from SeaTac International Airport, 8 miles from Downtown Bellevue, and 11 miles from Downtown Seattle.

While the City of Renton is on the cusp of reaching 100,000 residents, its historic downtown is emerging as a modern gathering place for dining, events and festivals, specialty shopping, and the arts. Downtown is home to the Renton History Museum, IKEA Performing Arts Center, Renton Civic Theatre, Pavilion Event Center, seasonal Farmers Market, a new library built over the Cedar River, numerous parks, regional bike trails and several film festivals.



Over 700 multi-family housing units—both market rate and affordable—were constructed in the downtown core area between 2000 and 2010, offering numerous living options. The Lofts at Second and Main will open in late 2016 and add 101 new market rate units.

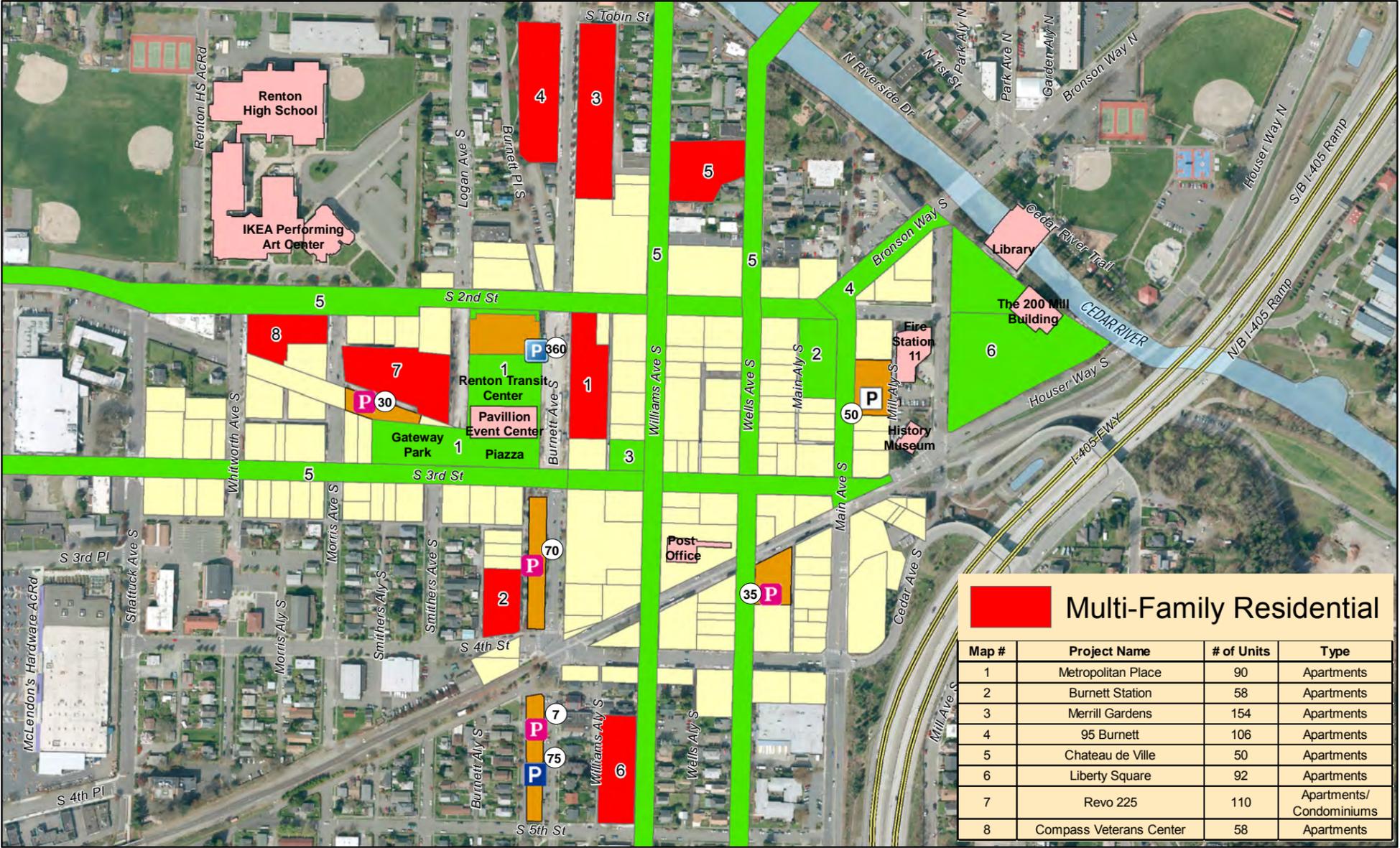
The Downtown Transit Center provides access to bus connections to and from Seattle, Bellevue, and other King County cities. The adjacent City Center Parking Garage offers over 350 covered parking spaces. Downtown is also located adjacent to Interstate 405.

Within a 3-mile radius of downtown, you will find major Renton employers such as The Boeing Company, Federal Reserve Bank of Seattle, PACCAR, Wizards of the Coast, Topics Entertainment, UW Medicine's Valley Medical Center, Microscan, and Providence Health System, along with Washington State's only IKEA and Fry's Electronics stores, the Seattle Seahawks headquarters and training facility, and The Landing regional shopping center.

Renton's Downtown is rich with opportunity as a place to work, live, and play. Affordable costs and favorable business climate... central location...ample amenities. We are ready to welcome you!



Current & Future Projects

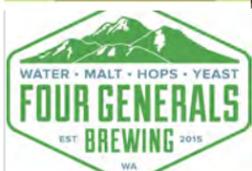


Map #	Project Name	# of Units	Type
1	Metropolitan Place	90	Apartments
2	Burnett Station	58	Apartments
3	Merrill Gardens	154	Apartments
4	95 Burnett	106	Apartments
5	Chateau de Ville	50	Apartments
6	Liberty Square	92	Apartments
7	Revo 225	110	Apartments/ Condominiums
8	Compass Veterans Center	58	Apartments

Projects Parking Downtown Business District

Map #	Project Name	Description	Start/Completion Dates	Images
1	Civic Core Vision and Action Plan	Development of a high-level, unified vision and action plan to guide future changes to the Downtown "Civic Core" area, in conjunction with relocation of the Transit Center to Rainier/Grady. The Civic Core includes the current Transit Center, City Center Parking Garage, Pavilion Event Center, and Piazza and Gateway Parks.	Project start expected Spring 2016, with timetable for completion pending.	
2	The Lofts at Second and Main	New construction of a 6-story mixed-use building with 101 market-rate residential units, 5,000 SF of residential amenity area, and 4,000 SF of street front retail space (Cosmos Development Company).	Project construction started August 2015, with completion in Winter 2016.	
3	Cortona Building	Historic rehabilitation of a 1950s era Woolworth's building. Street level space (10,000 SF) to be demised as 3 - 4 retail spaces, with office use planned for the second floor.	Project construction started in early 2016 with completion in Summer 2016.	
4	Main Avenue South Conversion	Two-block section of Main Avenue/Bronson Way, currently one-way south, converted to two-way traffic. Improvements include traffic signal, pavement, and intersection upgrades. Public plaza with public art and curb bulb-outs planned at 2nd and Main intersection.	Project construction start expected July 2016, with completion in nine months.	
5	Reconnecting Downtown - Couplet Conversion Project	The City is studying the conversion of one-way street couplets - S 2nd/S 3rd and Williams/Wells - to two-way traffic to enhance the pedestrian experience and safety in Downtown and improve traffic circulation for motorists.	Timetable for traffic conversion and street improvements pending (expected start 2017).	
6	200 Mill Avenue (Former Renton City Hall)	Issuance of a Request for Interest and subsequent Request for Proposals (RFP) for the City-owned 200 Mill property. RFP will offer the former City Hall building and parking area for mixed-use development in hopes of continuing private investment in the east side of Downtown.	Project start expected Spring 2016, with timetable for completion pending.	
Downtown Wide	Downtown Beautification	Design and installation of pedestrian and vehicular level directional signage as part of a Downtown wayfinding program, along with new public art installations in landscaping areas and on utility boxes.	Throughout 2016	
Downtown Wide	New Downtown Businesses	Downtown welcomes several new businesses that will bring new employees to the area, increase pedestrian activity, and add diversity to the business district's unique collection of offerings. Including Four Generals Brewing, Intermountain Lock & Security Supply, and Vigor Ground Fitness and Performance, and more.	Throughout 2016	

Parking Guide	
	2 Hour Parking 8AM-6PM Except Sundays & Holidays
	4 Hour Parking 8AM-6PM Except Sundays & Holidays
	All Day Parking
	First 2 Hours Free, Minimal Fee Thereafter
	Number of Parking Spaces Available





CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (“Agreement”) is made as of the day of INSERT Month and Year, (the “Effective Date”) by and between the City of Renton, a noncharter code city under RCW 35A, and a municipal corporation under the laws of the State of Washington (hereinafter “Renton”), and INSERT Consultant Name, (hereinafter “Consultant”), who are collectively referred to as the “Parties”, for INSERT short description of services].

Renton and Consultant, for full mutual consideration as more specifically detailed below, agree:

1. **Scope of Services.** The Consultant will provide professional services, including but not limited to all necessary labor and/or supervision, as specified in the attached Scope of Services (Exhibit A), attached and fully incorporated into this Agreement by reference. This Agreement is the entire agreement of the Parties and supersedes all prior oral or written representation or understandings. This Agreement may only be amended by written agreement of the Parties. The Scope of Services may be amended only as provided in this Agreement, in Section 2. “Services” shall mean professional services, work, labor and/or supervision.

2. **Changes in Scope of Services.** Renton, without invalidating this Agreement, may order changes in the services consisting of additions, deletions or modifications, and adjust the fee accordingly. Such changes in the services shall be authorized by written agreement signed by Renton and Consultant. If the project scope requires less time, a lower fee will be charged. If additional work is required, Consultant will not proceed without a written change order from Renton. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall remain in full force and effect to serve the purposes and objectives of this Agreement.

3. **Time of Performance.** Consultant shall complete performance for the items under Consultant’s control in accordance with Exhibit A. If items not under Consultant’s control impact the time of performance, Consultant will immediately notify Renton in writing.

4. **Term of Consultant Agreement.** The term of this Agreement shall end at completion of the Scope of Services identified in Exhibit A, but no later than INSERT End Date. The Parties may, upon mutual written agreement, extend this Agreement to accomplish change orders.

5. **Consultant Agreement Sum.** Renton shall make payment for services to Consultant for completed services consistent with and as provided in the attached estimate Fee Structure, attached and fully incorporated into this Agreement by reference. Such payment shall be the full compensation for services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the services.

The total amount of this Agreement is not to exceed the sum of **INSERT Contract Amount (Spell out and put in numerical value)**. Washington State Sales Tax is not required. Renton, in entering into this Agreement, does not guarantee that any services will be requested nor guarantees any specific dollar amount of services during the term of this Agreement.

6. **Method of Payment.** Payment by Renton for services rendered will be made after a voucher or invoice is submitted in the form specified by Renton. Payment will be made within thirty (30) calendar days after receipt of such voucher or invoice. Renton shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such services so that the same is satisfactory to Renton.

7. **Record Maintenance and Work Product.** Consultant shall maintain accounts and records, which properly reflect all direct and indirect costs expended and services provided in the performance of this Agreement. Consultant agrees to provide Renton with access to any records. All originals and copies of work product, exclusive of Consultant's proprietary items protected by copyright such as computer programs, methodology, methods, materials, and forms, shall belong to Renton, including records, files, computer disks, magnetic media or material which may be produced by Consultant while performing the services. Consultant will grant Renton the right to use and copy Consultant copyright materials as an inseparable part of the work product provided.

8. **Assignment Agreement.** The Consultant shall not assign any portion of this consultant Agreement without the City of Renton's express written consent.

9. **Hold Harmless.** Consultant shall indemnify, defend and hold harmless Renton, its elected officials, officers, agents, employees and volunteers, from and against any and all claims, losses or liability, or any portion of the same, including but not limited to reasonable attorneys' fees, legal expenses and litigation costs, arising from injury or death to persons, including injuries, sickness, disease or death of Consultant's own employees, agents and volunteers, or damage to property caused by Consultant's negligent act or omission, except for those acts caused by or resulting from a negligent act or omission by Renton and its officers, agents, employees and volunteers.

Renton agrees to indemnify Consultant from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, legal expenses and litigation costs, arising out of claims by third-parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Renton, Renton's employees, agents or volunteers in connection with this Consultant Agreement.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate...) 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 contractor and Renton, its officers, officials, employees and volunteers, Consultant's liability shall be only to the extent of Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitute the Consultant's waiver of immunity under the Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification. The Parties have mutually negotiated and agreed to this waiver. The provisions of this section shall survive the expiration or termination of this agreement.

10. **Insurance.** Consultant shall secure and maintain:

a. Commercial general liability insurance in the minimum amounts of \$1,000,000 for each occurrence/\$2,000,000 aggregate throughout the duration of this Agreement.

b. Professional liability insurance, in the minimum amount of \$1,000,000 for each occurrence, shall also be secured for any professional services being provided to Renton that are excluded in the commercial general liability insurance.

c. Workers' compensation coverage, as required by the Industrial Insurance laws of the State of Washington, shall also be secured.

d. It is agreed that on Consultant's commercial general liability policy, the City of Renton will be named as an Additional Insured on a non-contributory primary basis.

e. Subject to Renton's review and acceptance, a certificate of insurance showing the proper endorsements, shall be delivered to Renton before executing the work of this Agreement.

f. The Consultant shall provide Renton with written notice of any policy cancellation, within two business days of their receipt of such notice.

11. **Independent Contractor.** Consultant's employees, while engaged in the performance of any of Consultant's services under this Agreement, shall be considered employees of the Consultant and not employees, agents or representatives of Renton. Consultant's relation to Renton shall be at all times as an independent contractor. Any and all Workman's Compensation Act claims on behalf of Consultant employees, and any and all claims made by a third-party as a consequence of any negligent act or omission on the part of

Consultant's employees, while engaged in services provided to be rendered under this Agreement, shall be the solely Consultant's obligation and responsibility.

12. **Compliance with Laws.** Consultant and Consultant's employees and volunteers shall perform the services required in this Agreement in accordance with all applicable federal, state, county and city laws, rules, regulations, and executive orders. A copy of this language must be made a part of any contractor or subcontractor agreement.

13. **Discrimination Prohibited:** Except to the extent permitted by a bona fide occupational qualification, the Consultant agrees as follows:

Consultant, and Consultant's agents, employees, representatives, and volunteers with regard to the services performed or to be performed under this Agreement, shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation or preference, age (except minimum age and retirement provisions), honorably discharged veteran or military status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification in relationship to hiring and employment, in employment or application for employment, the administration of the delivery of services or any other benefits under this Agreement, or procurement of materials or supplies.

The Consultant will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical, sensory or mental handicaps, or marital status. Such action shall include, but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

In the event of non-compliance by the Consultant with any of the non-discrimination provisions of the contract, Renton shall have the right, at its option, to cancel the Agreement in whole or in part. If this Agreement is canceled after part performance, Renton shall be obligated to pay the fair market value or the contract price, whichever is lower, for good or services which have been received and accepted.

The Consultant is responsible to be aware of and in compliance with all federal, state and local laws and regulations that may affect the satisfactory completion of the project, which includes but is not limited to fair labor laws and worker's compensation.

Renton requires all businesses and individuals doing business in Renton to have and maintain a valid City of Renton business license. (For information contact licensing at 425-430-6851).

14. **Other Provisions:**

a. **Administration and Notices.** Each individual executing this Agreement on behalf of Renton and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of Renton or Consultant. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. This Agreement shall be administered by and any notices should be sent to:

CITY OF RENTON

City Contact
City Contact Title
Community & Economic Development
1055 South Grady Way
Renton, Washington 98057

CONSULTANT

INSERT Consultant Contact
Consultant Contact Title
Consultant Name
Consultant Address
Consultant City, State Zip

b. **Amendment and Modification.** This Agreement may be amended only by an instrument in writing, duly executed by both Parties.

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

d. **Joint Drafting Effort.** This Contract shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution.

e. **Jurisdiction and Venue.** Any lawsuit or legal action brought by any party to enforce or interpret this Agreement or any of its terms or covenants shall be brought in the King County Superior Court for the State of Washington at the Maleng Regional Justice Center in Kent, King County, Washington.

f. **Severability.** A determination by a court of competent jurisdiction that any provision or part of this Agreement is illegal or unenforceable shall not cancel or invalidate the remainder of such provision of this Agreement, which shall remain in full force and effect.

g. **Sole and Entire Agreement.** This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

h. **Third-Party Beneficiaries.** Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than

the Parties, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and no one else.

i. **Waivers.** All waivers shall be in writing and signed by the waiving party. Either party's failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent either Renton or Consultant from enforcing that provision or any other provision of this Agreement in the future. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach unless it is expressly waived in writing.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of Effective Date identified above.

CITY OF RENTON

CONSULTANT

Denis Law, Mayor
1055 South Grady Way
Renton, Washington 98057

INSERT Consultant Contact
Consultant Contact Title
Consultant Name
Consultant Address
Consultant City, State Zip

Date

Date

Approved as to Legal Form

Attest

Lawrence J. Warren
Renton City Attorney

Jason Seth
Renton City Clerk

Date

Date