



RFP #17-02

Appraisal/Review Appraisal Services

CITY OF PORT TOWNSEND, WA
REQUEST FOR PROPOSAL
ON CALL REAL ESTATE APPRAISAL
AND REVIEW APPRAISAL SERVICES

The City of Port Townsend is soliciting interest from consultants with expertise in appraisals and review appraisal services on an on-call basis. Consultants should have experience with right of way appraisals and be familiar with appraisals for property purchased for projects with federal funding.

The consultant must qualify for appraisal services and review appraisal services for WSDOT, with their names appearing on the current WSDOT Approved Appraiser List which may be found at:

<http://www.wsdot.wa.gov/RealEstate>.

Currently, the City is seeking an appraisal and review appraisal of property to be purchased for a regional stormwater facility. However, a specific property has not yet been identified.

SUBMITTAL

Submittals should include the following information: Firm name, phone and fax numbers; name of principal-in-charge of project; estimate of fees and costs; estimated time to complete services; experience in requested services.

Submittals will be evaluated and ranked based on the following criteria: 1) Key personnel; 2) Firm experience with right of way appraisals (appraisal review), 3) Average turnaround time; 4) Approach to project; 5) Familiarity with relevant codes and standards; **6) Familiarity with WSDOT/FHWA standards;** 7) Past performance/references; 8) Estimated cost and fee and 9) DBE approach and commitment.

Double rating will be given to criteria #6.

The City of Port Townsend may then interview and check references of one or more firms before finalizing the evaluation.

The City of Port Townsend encourages disadvantaged, minority, and women-owned firms to respond.

Please submit four (4) copies of your Request for Proposal to: Joanna Sanders, City Clerk at 250 Madison Street, Ste. 2, Port Townsend WA 98368 by **Wednesday February 24, 2017 by 3:00pm**. Responses delivered later will not be accepted. All mailed proposals shall be placed in a sealed envelope, which is clearly marked "APPRAISAL SERVICES." Responses by PDF format are acceptable and shall be sent to jsanders@cityofpt.us. No fax submissions accepted. The City of Port Townsend is not responsible for delays in delivery. A

consultant may submit a proposal for appraisal and/or review appraisal services. Work performed may be subject to Federal requirements. Appraisers must qualify as appraisers for WSDOT.

Americans with Disabilities Act (ADA) Information

The City of Port Townsend in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Joanna Sanders, City Clerk, at jsanders@cityofpt.us or by calling collect to City Clerk (360)379-5047.

Questions regarding this Request for Proposal may be directed in an email to Samantha Trone, Assistant City Engineer strone@cityofpt.us.

If the consultant appraises property or provides review appraiser services for a project which is funded in part or whole utilizing federal funds, the consultant must comply with Federal EEO requirements. The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all consultants that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

ATTACHMENTS

- Attachment A – Sample City of Port Townsend Professional Services Agreement
- Attachment B – Sample WSDOT Professional Services Agreement template
- Attachment C – Sample City of Port Townsend PSA for projects with federal funding
- Attachment D – Sample WSDOT Scope of Work Outline

The City of Port Townsend reserves the right to cancel this request or reject any and all proposals.

Dates of publication in the Port Townsend Leader: February 8 and February 15, 2017.

ATTACHMENT A

Sample City of Port Townsend Professional Services Agreement

1. **Contract Title:**
 2. **Parties:** City of Port Townsend (hereinafter “City”), and, _____ (hereinafter, “Consultant”).
 3. **Total Amount:**
 4. **Date of Contract:** _____, 2017
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THIS AGREEMENT is entered into between the above named Parties as follows:

1. **Services and Performance by Consultant.** The Consultant shall provide services as described in **Attachment 1**.
2. **Payment by the City.** The City shall provide by payment a total amount not to exceed the amount set forth above for services provided in this Agreement.
3. **Term and Completion of Work.** This Agreement shall remain in effect until completion of the services described in Attachment 1 and final payment has occurred, unless terminated in accordance with this Agreement. Work shall not commence until the City provides Consultant with written notice to proceed. The City will not issue a notice to proceed until Consultant has provided insurance as required by this Agreement. All work shall be completed by _____.
4. **Insurance Requirements.** Consultant shall take out and maintain insurance as set forth in **Attachment 2**.
5. **General Terms**

A. Payment Schedule and Terms

1. The project fee set forth in this Agreement is the total amount due to the Consultant for all services performed and expenses incurred under this Agreement.
2. The project fee includes direct labor costs, overhead costs, and direct (expense) costs, including materials, supplies, equipment, costs for travel, reproduction costs and telephone, facsimile and computer use incurred during the billing period.
3. The Consultant shall maintain time and expense records and provide them not more frequently than monthly to the City, along with invoices in a format acceptable to the City for work performed to the date of invoice. Consultant shall provide progress reports, scheduling and completion information on request of the City.
4. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by the City’s representative for three (3) years after final payment. Consultant will provide copies to the City upon request at no additional charge.
5. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

B. Termination. The City may terminate this Agreement for cause after notifying the Consultant of its default and giving the Consultant 10 days to cure the default. Consultant will be paid just and equitable compensation as provided in Paragraph 2 for any satisfactory work completed prior to the date of termination.

C. Indemnification / Hold Harmless

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

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 City, 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.

D. No Partnership. The Parties agree that nothing contained in this Agreement shall be considered as in any way constituting a partnership between the City and Consultant.

E. Independent Consultant. The Consultant is, and shall be at all times during the term of this Agreement, an independent contractor and not an employee of the City. The parties fully understand the nature of independent contractor status and intend to create an independent contractor relationship. The Consultant, and not the City, shall have the right to control the manner and means by which the work or services is accomplished. The City shall retain the right, however, to ensure that the work or services is being performed according to agreed-upon requirements. Consistent with this relationship, Consultant shall not be covered by any City benefit programs, such as health and welfare benefit plans, social security, workers compensation or unemployment compensation, and shall not be treated as an employee for federal or state tax purposes or any other purpose. Consultant shall be responsible for paying all taxes related to payments City makes to Consultant, including federal income taxes, self-employment (Social Security and Medicaid) taxes, local and state business and occupation taxes, and the City is not responsible for withholding for or paying any of those taxes.

F. Non-discrimination. Consultant and its employees, agents and sub-consultants, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to the City by law, contract or otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.

G. Compliance with all applicable laws. Consultant shall at all times in connection with performance of this Agreement, comply with any and all other applicable federal, state and local laws, rules, ordinances and regulations.

H. Notices. All notices shall be delivered personally or may delivered by any of the following methods: mailed by certified mail, return receipt requested; regular mail; courier service; facsimile or electronic mail to the other party as their address appears of record with the City or State. In the case of notice by mail, notice shall be deemed given on the date of postmark. In case of facsimile or electronic mail, notice shall be deemed given when received.

I. Ownership of Documents. All work products, papers, notes, memoranda, correspondence, drawings, specifications, reports, and other documents and records of any sort produced, received, held or maintained in conjunction with the performance of this Agreement by the Consultant shall be and is the exclusive property of the City, except that the Consultant may use such materials to assist other public agencies. Upon request of the City, or upon completion of any of the services provided for in this Agreement, or upon termination of this Agreement for any reason, the Consultant shall deliver to the City, machine-reproducible in format acceptable to the City copies of any and all such materials. Once accepted by the City, Consultant shall have no responsibility for subsequent use by other persons.

J. Nonwaiver. Any failure by the City to enforce strict performance of any proviso of this Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of this Agreement

K. Severability. If any term or provision of this Agreement is held invalid, the remainder of such terms or provision of this Agreement shall not be affected, if such remainder would then continue to conform to the terms and requirements of applicable law.

L. Legal Fees. In any lawsuit between the parties with respect to matters covered by this Agreement, the prevailing party will be entitled to receive its reasonable attorney fees and costs in the lawsuit, in addition to any other relief that may be awarded.

M. Applicable Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action shall be in the Superior Court of Jefferson County.

N. Assignment or Delegation. Consultant shall not assign any of its rights or interest in this Agreement, nor delegate any of its duties hereunder to any other person, firm or entity without the express written consent of the City first being obtained.

O. Modification. No modification of this Agreement shall be effective unless agreed to in writing and signed by the Parties.

P. Complete Agreement. This Agreement together with the Attachments reflects the entire agreement of the parties relating to the subject matter thereof, supersedes all prior or contemporaneous oral or written agreements, or any understandings, statements, representation or promises, and is intended fully to integrate the agreement between the parties with respect to the matters described in this Agreement.

Q. City Business License and Payment of Business and Occupation Tax Required.

Section 5.04.030C.17 requires anyone accepting or executing a contract with the City to obtain a City business license and to pay, if applicable, business taxes to the City.

R. Other Terms. Additional Terms (if any) are set forth in an Attachment that will be numbered Attachment 3, and initialed and dated by the parties.

IN WITNESS WHEREOF, the City of Port Townsend and Consultant have executed this Agreement.

CITY OF PORT TOWNSEND
A Washington Municipal Corporation

CONSULTANT

By: _____
David G. Timmons, City Manager

By: _____
_____, Title

Mailing Address

Date: _____, 2016

Date: _____, 2016

Approved as to form:

Steven L. Gross, City Attorney

ATTACHMENT 1
SCOPE OF SERVICES

ATTACHMENT 2

INSURANCE REQUIREMENTS

Insurance

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.

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 City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
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.

B. 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.

C. 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 City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Notice of Cancellation

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

G. 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 City 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 City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

ATTACHMENT B
Sample WSDOT Professional Services Agreement

You may view a sample WDOT Professional Services Agreement at

<http://www.wsdot.wa.gov/LocalPrograms/LAG/CAI.htm>

ATTACHMENT C

Sample City of Port Townsend Professional Services Agreement for Projects Receiving Federal Funds

PROFESSIONAL SERVICE/CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Port Townsend (hereinafter referred to as the City) and _____ (hereinafter referred to as the Consultant)

RECITALS:

A. Pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the Washington State Department of Commerce (Commerce) is authorized by the federal Department of Housing and Urban Development (HUD) to provide State Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Washington State Community Development Block Grant Program in compliance with all applicable local, state, and federal laws, regulations and policies.

B. The City, as part of its CDBG grant agreement with Commerce, under contract number 15-62210-029, has been awarded CDBG funds for the purposes set forth in this Agreement.

C. The Scope of Work included in this contract is authorized as part of the City's approved CDBG project.

D. The City wishes to use the Consultant as an independent entity to accomplish the Scope of Work as set forth in this Agreement in order to best accomplish the objectives of the local CDBG project.

AGREEMENT:

in consideration of the mutual promises, covenants and provisions contained in this Agreement, the parties agree as follows:

1. Services to be Provided by the Parties:

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance:

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be _____.

3. Consideration:

The City shall reimburse the Consultant in accordance with the Payment Schedule described in Attachment #2 of the contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount to be reimbursed by the City exceed the sum of \$_____. Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement.

It is understood that this contract is funded in whole or in part with CDBG funds through the Washington State Community Development Block Grant Program as administered by Commerce and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

4. Records:

The Consultant agrees to maintain such records and follow such procedures as may be required under the state's CDBG Program and any such procedures as the City or Commerce may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of three years after final audit of the City's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period of record retention.

The City, the Washington State Department of Commerce ("Commerce"), and other authorized representatives of the state and federal government shall have access to any books, documents, papers and records of the consultant which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

The City, Commerce, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions related to this local program and contract.

5. Relationship:

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained in this Agreement shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. Suspension, Termination, and Close Out:

If the Consultant fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this contract in the manner specified herein:

- a. Suspension - If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representative during the period of suspension will be allowable under the contract except:
 - (1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension;
 - (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
 - (3) In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned or otherwise terminated, the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

- b. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exists:
- (1) The lack of compliance with the provisions of this contract were of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
 - (2) The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time period specified by same;
 - (3) The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then,

The City may terminate this contract in whole or in part, and shall notify the Consultant of termination, the reasons for termination, and the effective date; provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.

- c. Termination for Other Grounds – This contract may also be terminated in whole or in part:
- (1) By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall mutual agreement on the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
 - (2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing the services;
 - (3) In the event the City fails to pay the Consultant promptly or within sixty (60) days after invoices are rendered, the City agrees that the Consultant shall have the right to consider non-payment a breach of this agreement and the duties of the Consultant under this agreement terminated. In such event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred; and

- (4) The City may terminate this contract at any time giving at least ten (10) days notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided in this section, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications:

The City may, from time to time, require changes or modifications in the Scope of Work to be performed. Such changes, including any decrease or increase in the amount of compensation, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel:

The Consultant represents that it has, or will secure at its own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have any contractual relationship to, the City.

All services required under this Agreement will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

9. Assignability:

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City; provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City by the Consultant.

10. Reports and Information:

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as the City may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection with that work or services, and any other matters covered by this contract.

11. Findings Confidential:

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright:

No report, maps or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws:

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local government and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974:

No person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Age Discrimination Act of 1975, as Amended

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

17. Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

18. Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

19. Section 3 of the Housing and Community Development Act of 1968 Compliance in the Provision of Training, Employment, and Business Opportunities:

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers'

representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and Commerce issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

20. Interest of Members of a City:

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this contract; and the Consultant shall also take appropriate steps to assure compliance.

21. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.

22. Conflict of Interest Provision:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services under this Agreement. The Consultant further agrees that in the performance of this contract, no person having such interest shall be employed.

23. Audits and Inspections:

The City, Commerce, the State Auditor, and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, Commerce, the State Auditor and HUD.

24. Hold Harmless:

The Consultant agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury that may result from the negligence of any construction contractor or construction subcontractor.

25. Insurance Requirements. Consultant shall take out and maintain insurance as set forth in Attachment 3.

26. City Business License and Payment of Business and Occupation Tax Required. Section 5.04.030C.17 requires anyone accepting or executing a contract with the City to obtain a City business license and to pay, if applicable, business taxes to the City.

This agreement contains all terms and conditions agreed to by the City/Town/County and the Consultant. The attachments to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of ___ pages.

Attachment #2, Payment Schedule, consisting of ___ pages.

Attachment #3 Insurance Requirements

IN WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

CITY OF PORT TOWNSEND
A Washington Municipal Corporation

CONSULTANT

By: _____

By:

David G. Timmons, City Manager

_____, Title

Mailing Address

Date: _____, 2016

Date: _____, 2016

Approved as to form:

Steven L. Gross, City Attorney

Attachment #1 – SCOPE OF WORK

Both parties hereto agree that the following constitute project goals, objectives, parameters, and constraints or limitations and establish hereby periodic review procedure by which the parties can mutually evaluate progress and compliance in meeting these criteria:

Goals: (These are general statements of services to be provided by the Consultant and the City/Town/County.)

Objectives: (These are methods of accomplishing stated goals which are specific, measurable, and linked to an estimated time of completion.)

Review and Evaluation: (This is a schedule for evaluation meetings and performance reviews to assess the progress of the Consultant.)

Attachment #2 – PAYMENT SCHEDULE

For the services performed, the Consultant will be paid monthly as charges accrue on a cost plus fixed fee basis. Costs will include direct labor costs, overhead costs, and direct (expense) costs. Charges will include costs incurred during the billing period plus a portion of the fixed fee based on the Consultant's estimate of the percentage of work completed. The cost ceiling (which does not include a fixed fee), which the Consultant will not exceed without this agreement being formally amended in writing, and the fixed fee, which will not be increased except for a written amendment to this agreement increasing the Scope of Work, are listed below for each element of the Scope of Work.

ATTACHMENT 3
INSURANCE REQUIREMENTS

Insurance

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.

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 City's recourse to any remedy available at law or in equity.

H. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

5. 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
6. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
7. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
8. Professional Liability insurance appropriate to the Consultant's profession.

I. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

J. 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 City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

K. Acceptability of Insurers

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

L. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

M. Notice of Cancellation

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

N. 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 City 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 City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

ATTACHMENT D
APPRAISAL SCOPE OF WORK
PERSONAL SERVICES CONTRACT FOR APPRAISAL SERVICES

Dated _____ 20_____

AGENCY: [Enter Agency Name]

CONSULTANT : [Enter CONSULTANT Name]

1. The CONSULTANT shall provide a fully documented Project Funding Estimate (PFE) including data package, self-contained appraisal reports, strip appraisals and Administrative Offer Summaries (AOS) as mutually agreed for the following Agency parcels numbers: **[List parcel numbers and owner names]**.
2. The Direct Sales Comparison Approach is required with Cost and Income Approaches as appropriate and needed for credible results.
3. The CONSULTANT is to utilize the approved WSDOT forms as indicated by the WSDOT Right of Way Manual Appendix 4-1 including;
 - a. -Owner Contact (RES 204)
 - b. -Certificate (RES 205)
 - c. -Subject Sketch (RES 207)
 - d. -Narrative Form (RES 208) format to provide Before and After, self-contained appraisal
 - e. -Market Data (RES 210)
 - f. -Sales Sketch (RES 210B)
 - g. -Appraisal Assumptions and Limiting Conditions (RES 211)
 - h. -Salient Information (RES 212)
 - i. -Parcel Worksheet (RES 215)
 - j. -Administrative Offer Summary (RES 216)
 - k. -Realty Personality Report (RES 217/RES 218)
4. Deliverables are to begin with the PFE with the remaining reports delivered at regular intervals with the final report delivered not later than **[insert date]**.
5. One unsigned draft copy of the deliverables is to be delivered for review. The draft copy can be delivered by mail or other carrier or an electronic copy can be sent to: **[enter email of Agency staff]**. Upon issuance of a Review Appraiser's Certificate by the review appraiser, the CONSULTANT will provide one (1) signed electronic original and five (5) final signed originals; only one of which (the reviewer's) requires the inclusion of the title report and copy of this contract.
6. The Agency will provide Right of Way maps for the acquisition; a title report for each parcel and any required specialists reports.
7. Per the executed contract, a late penalty may be applied for any contract that is not fulfilled after ten (10) calendar days from the due date. "Liquidated Damages: If the CONSULTANT delivers any appraisal to the Agency later than the Appraisal Due Date specified in the Personal Services Contract or delivers any revisions to any Appraisal later than ten (10) calendar days after the revisions have been required by the Agency, the Agency may impose liquidated damages by reducing the amount to be paid to the CONSULTANT by one (1) percent of the Maximum Task Order Amount for each calendar day that any Appraisal or revisions are late."

8. Liquidated damages shall not be assessed for any days for which an extension of time has been granted in writing by the Agency. No deduction for liquidated damages shall release the CONSULTANT from obligation to complete the work specified in the Contract. Delays due to action or inaction by the Agency shall not be subject to liquidated damages.
9. Waiver for Late Delivery: delay in submitting an Appraisal or revisions that are outside of the CONSULTANT's reasonable control may be excused at the sole discretion of the Agency.
10. The not-to-exceed cost for the above listed appraisal assignment is **[\$000.00]**. CONSULTANT shall bill in accordance with the Contract terms.

Agency Initials

CONSULTANT
Initials