



**Request for Proposals No. 22-28
Facilities Conditions Assessment (Phase 1) and
Long-Range Facilities Plan (Phase 2)
Issue Date: December 15, 2022**

Proposals Due: January 17, 2023

Contact: Merrill Thomas-Schadt, merrill.schadt@mercergov.org

The City of Mercer Island, Washington is seeking a qualified firm to complete a Facilities Conditions Assessment for six municipal buildings and to lead the development of a Long-Range Facilities Plan for select City facilities. The firm selected for this project may also be invited to provide support for other facility capital project work including concept development, design, bidding, and construction management.

PROJECT SUMMARY

Given the age and condition of many City facilities, the City of Mercer Island is interested in completing a Facilities Conditions Assessment to guide future capital investment decisions and the development of a Long-Range Facilities Plan. The City is interested in partnering with a consulting firm with experience in all facets of facility planning work – from technical assessment to concept development, community engagement, design, and construction.

The scope of work includes Mercer Island City Hall, the Public Works Building, the Mercer Island Community & Event Center Annex Building, the Luther Burbank Administrative Building, the Mercer Island Thrift Shop, and the former Tully’s Building.

The project will be completed in two phases, the first being the Facilities Conditions Assessment performed in 2023. The assessment and accompanying data and analysis will be used to develop a report which documents and prioritizes a comprehensive repair, alteration, and improvement budget for extending building life for 30 to 50 years. This report will provide a foundation to guide the City’s decisions to repair or replace these facilities.

The outcomes from the Facilities Conditions Assessment will help shape and guide the second phase of work, anticipated in 2024, which will include development of a Long-Range Facilities Plan for select facilities.

FACILITIES OVERVIEW/DESCRIPTIONS

Merger Island Community & Event Center Annex Building

The Annex Building is adjacent to and behind the Mercer Island Community & Event Center (8236 SE 24th St), located on the north end of Mercer Island, just above Luther Burbank Park. The 4,823 square-foot building, built in 1960, is in need of a comprehensive assessment to determine a path to repair, replace, or remove. The building was intended to be used until 2009 but continues to function as a daycare facility and storage area.

The Annex Building was constructed as part of the Mercer View Elementary School. It was used in later years as part of the Community Center located within the original school building, and then as an auxiliary space for recreation programming. The building is currently leased by two independent daycare providers and contains a small storage area. Current tenants have a year-to-year lease that is eligible for renewal each September.

The City has original construction drawings of the Annex Building, but does not have current as-builts, or electrical/plumbing/mechanical plans. Complicating matters is a scarcity of documentation around past repairs or recommended repairs that were not completed. A full understanding and documentation of existing conditions is crucial for future decision making about this facility.

City Hall

City Hall (9611 SE 36th St) is located on the east side of Mercer Island. Built in 1957 and remodeled in 1988, it is a 36,000 square foot building that houses City Council Chambers, City Staff administrative offices, customer service, the permit center, the Municipal Court, and the Police Department.

The mechanical systems lack central controls or alarming and are beginning to fail. Records indicate that the cooling tower was rebuilt in 2018, but the condenser loop is constructed with 30+ year old PVC pipe which is largely unsupported throughout the building. Numerous plumbing and electrical issues have surfaced in recent years, including aged and corroded pipes (both within the building and underground), and electrical system capacity limitations. Additionally, there are seismic concerns given the age of the building and the methods of construction. Asbestos has been identified in flooring material in multiple areas of the building.

Since this building houses the City's Emergency Operations Center and Police Department, it would ideally conform to the ASCE Category IV structural standards. It is currently unknown what renovations would be needed to meet that goal with the existing structure. In addition to these system issues, the layout of this building does not function optimally to support the services provided.

Cursory mechanical, electrical, and structural assessments have been completed for this building. Additional electrical and building envelope assessments are underway.

The most recent architectural, mechanical, and electrical drawings available are from 1988.

Luther Burbank Administration Building

The Luther Burbank Administration Building (2040 84th Ave SE) is located at the north end of Luther Burbank Park. It is a 9,356 square foot building originally built in 1930 as part of a working farm and children's reformatory school. The building currently houses administrative offices for City Staff and counseling offices for Youth & Family Services.

The building is in fair condition. Given the age and layout of the building, ADA access is limited. The mechanical systems are functional, but showing age and in need of frequent repairs.

Cursory mechanical and electrical assessments have been completed for this building

As-built drawings are not available.

Public Works Building

The City's Public Works Department, warehouse, and shop facilities are located at 9601 SE 36th St, just behind City Hall. The approximately 26,000 square foot cinderblock building supports the utilities, roads,

stormwater, and parks maintenance staff teams including office areas, a mechanic shop, and various equipment and material bays.

The building is in poor condition. There are numerous issues with the roof and mechanical systems. The building does not have adequate room for Public Works operations staff, and the layout is extremely poor. In addition, the yard configuration is inefficient and constrained for necessary operations, vehicle, and storage needs.

A structural assessment of this facility is underway and has preliminarily indicated that the existing structure is not capable of conforming to the ASCE Category IV structural standards, even with considerable investment and renovation. As a facility required for emergency response, meeting this standard is imperative.

The most recent architectural, mechanical, and electrical drawings available are from 1980.

Mercer Island Thrift Shop

The City owns and operates a thrift store (located at 7710 SE 34th St) that supports its Youth & Family Services Department. The 4,060 square foot building was constructed in 1959 by the Mercerdale Community Club for use as their clubhouse before changing hands to the Boys & Girls Club in the early 70's, and acquisition by the city in 1984.

The building itself is in fair condition, but is in need of plumbing and electrical updates, elevator improvements, and implementation of ADA recommendations. The inverted roof and drainage system of the covered walkway structure abutting the western and eastern sides of the building has proven to be problematic, and has resulted in significant rainwater collection, extensive decay of the wood structure, and rain water intrusion into the covered "garage" area on the west side of the building.

No assessments have been completed for this building.

As-built drawings are not available.

Former Tully's Building

This 1,168 square foot building (located at 3077 78th Ave SE) was constructed in 1955 for use as a gas station, before being converted to a coffee shop in 1995, and ultimately acquired by the city in 2019. It has been used primarily for storage for the last several years and is in poor condition. An ongoing roof leak discovered in 2021 resulted in extensive roof, moisture, and mold damage. The roof was repaired and mold remediated, but no further investment has been made in this facility short of basic general upkeep.

No prior assessment work has been undertaken at this facility.

As-built drawings are not available.

PRELIMINARY SCOPE OF WORK

This preliminary scope of work is presented as a reference. The selected firm will work with the City to develop the final scope of work.

Phase 1: Facilities Conditions Assessment

Provide detailed inspections and assessments of the six municipal facilities previously described. The consultant team will ideally include a company office within the State of Washington and must include a professional cost estimator with similar work experience and local knowledge of cost rates in the greater Puget Sound Area.

The following minimum assessments will be accomplished:

1. Perform a review of previously completed assessment work at each facility and identify gaps that need to be addressed during this assessment. For efficiency and timeliness, the City is not interested in repeating assessments that were completed within the last 10 years, unless there is a compelling reason to do so.
2. Assess real plant property such as buildings, structures, and utilities and their integral components/systems. (Copies of the building floor plans and maintenance history records where available will be provided to the consultant.)
3. The facilities condition assessments will focus on the following property elements:
 - a. Substructure – foundations
 - b. Building envelope – exterior siding, curtain wall windows, exterior doors
 - c. Interior Construction - walls, doors, flooring, visible structural components, ceilings and ceiling systems
 - d. Interior Finishes: Flooring
 - e. Lighting
 - f. Health/Fire/Life Safety systems, emergency egress lighting
 - g. Accessibility - ADA requirements
 - h. Heating, Ventilation and Air Conditioning
 - i. Plumbing Systems
 - j. Building Electrical and Service Distribution
 - k. Site Electrical and Service Distribution
 - l. Fire Suppression
 - m. Special Electrical Systems and Emergency Power
 - n. Roadways, parking lots, sidewalks, exterior lighting
 - o. Water (not irrigation), sanitary and storm sewers
 - p. Security Systems
 - q. HVAC Building Control Systems
 - r. Inventory and provide a spreadsheet of all maintainable equipment and systems within each building. The spreadsheet shall at a minimum provide the following information:
 - i. Equipment Type
 - ii. Location
 - iii. Function and area served
 - iv. Manufacturer
 - v. Model Number
 - vi. Serial Number
 - vii. Capacity if applicable
 - viii. Estimated remaining life

Maintainable equipment includes but is not limited to the following types of items:

- i. Building and HVAC Controls
- ii. Boilers
- iii. Chillers
- iv. Cooling Towers
- v. Ducts

- vi. Lighting
 - vii. Package HVAC Units
 - viii. Major Exhaust Equipment
 - ix. Hot Water Heaters
 - x. Air Handling Units and Controls
 - xi. Commercial Overhead Doors/Sliders
 - xii. Security Alarm Systems and Duress Equipment
 - xiii. Compressors/Refrigeration
 - xiv. Fire Alarms and Pumps
 - xv. Pumps
 - xvi. Electrical Service Equipment
4. The contractor shall evaluate, analyze, and provide cost estimates to address deficiencies for each facility. The consultant shall develop an expenditure plan, which includes a schedule of capital investments required to maintain and repair facilities to extend building life for 30 to 50 years.
 5. A separate conditions assessment report shall be developed for each facility.
 6. Development of as-built drawings may be requested for select facilities. As-built drawings shall include complete floorplans, mechanical, electrical, plumbing, security, fire, and access control systems. Staff and the consultants shall discuss and confirm file formats before as-built drawings are prepared.
 7. A presentation of the findings and recommendations shall occur at the conclusion of the process.

Phase 2: Long-Range Facilities Plan

The City desires to use the information from the Facilities Condition Assessment to guide the development of a Long-Range Facilities Plan. The goals for this phase of the project may be further refined based on the outcome of the Facilities Conditions Assessment, but generally include:

1. Maintaining and improving community access to services.
2. Evaluating all possibilities for the future of the City's aging facilities. This should include development of a variety of options for consideration including repair, replacement, removal, relocation, consolidation, etc. The plan should also consider both leasing and construction/ownership options.
3. Assessing how much square footage, parking and conference/meeting space is needed in the near term, and to ensure room for growth/flexibility in the future.
4. Identifying opportunities to consolidate and co-locate work teams through shared spaces, co-location, adjacencies, and other potential efficiencies.
5. Exploring opportunities for shared uses and co-location with the Mercer Island School District.
6. Planning for the future including infrastructure to meet electric fleet requirements.
7. Developing a funding strategy.
8. The findings and recommendations shall be presented via a written report, and in public presentations to the City Council.

This phase of work is anticipated to include engagement with the community, the staff, and building tenants.

Alternative Work/Phase: Capital Project Support

The firm selected for this project may also be invited to provide support for other facility capital project work including concept development, design, bidding, and construction management.

REQUEST FOR PROPOSALS

Interested consultants are requested to submit proposals to include the following information:

1. Letter of Introduction: Indicate interest in this project and any other information that will assist the City in making its selection, including why your firm is the best qualified to perform this work. Provide a statement to the effect that the respondent understands and agrees to obtain a [City of Mercer Island business license](#) if selected. A principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.
2. Response to Proposed Scope and Qualifications: In the proposal, be sure to address all items outlined in the scope of services section above, as well as any expanded scope of services that you recommend to meet the goals and objectives of the project. The substance of the proposals will carry more weight than form or manner of presentation. The proposal should also demonstrate the qualifications of the firm and staff to be assigned to this project and include:
 - a. Company Profile and Experience: Provide a brief history of the firm, including the firm size, areas of expertise, and any other pertinent information applicable to this project. Provide evidence of relevant experience in facility assessments and condition reports for government agencies, presentations and communication with city councils and officials, and public outreach. Provide a list (three to five) of similar projects completed by the firm or team within the last five years, with brief descriptions that demonstrate the firm's/team's ability to complete projects of this type.
 - b. Project Team and Key Personnel: Identify key team members (including sub-consultants as appropriate) who will be involved in the project, including their assigned roles, a brief description of their background and relevant experience. Please confirm that assigned staff have capacity meet the project timeline.
3. References: Provide three references (maximum) for whom your firm has performed similar work within the last five years. Include a brief project description, contact name, current telephone number, and current email for all references. Include two additional references (maximum) for each sub-consultant, as appropriate.

The City of Mercer Island reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date for; to modify, amend, reissue, or rewrite this document; and to procure any or all services by other means.

The City will not be liable for any costs incurred by the consulting firms' incidentals to the preparation of their proposal or for developing and carrying out interview presentations.

Proposals shall be no more than **20 single-sided pages** (excluding references) and will be submitted electronically. Proposals that do not address the items listed in the submission requirement section, exceed the 20-page limit, or contain information other than what is requested will be considered incomplete and will be deemed non-responsive by the City.

EVALUATION & AWARD

The proposals will be reviewed and ranked by a City selection team based on the following:

Evaluation Category	Points	Evaluation Criteria
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Qualifications, Expertise and Experience of Project Management Team	30 points	<ul style="list-style-type: none"> • 10+ years of experience in facility assessments and long-range planning, including experience working with government agencies. • Relevant experience of project team members and subconsultants.
Project Understanding and Approach	30 points	<ul style="list-style-type: none"> • Demonstrated understanding of the deliverables through initial response to the proposed scope of work. • Understanding of the City of Mercer Island, including current fiscal limitations. • Demonstrated an approach to the project with sustainability and environmentally responsible systems and design.
Capacity/Timeline and Fiscal Management	20 points	<ul style="list-style-type: none"> • A proven history of delivering projects on time and on budget. • Project approach that meets the two-year timeline.
Engagement	20 points	<ul style="list-style-type: none"> • Proven experience (and lessons learned) in engaging with diverse groups, including staff, community members, City Councils, etc. • Ability to incorporate a wide range of feedback into an actionable plan.

Firms may be invited to participate in a follow-up interview. It is anticipated that a consultant will be selected from this process and a contract will be negotiated with work to begin immediately.

RFP TIMELINE

A tentative timeline for the solicitation and award process is provided below:

Project Milestone	Date
RFP Issued	12/15/22
Proposals Due	01/17/23, 4:00 pm
Interviews Begin	Week of 1/23/23 or 1/30/23
Project Awarded	February 2023
Project Kick-Off	February 2023

PROPOSAL SUBMITTAL

Proposals shall be submitted electronically to [Merrill Thomas-Schadt, Sr. Management Analyst, merrill.schadt@mercergov.org](mailto:merrill.schadt@mercergov.org) no later than **4:00 p.m. on January 17, 2023.**

All submittals shall be clearly titled: "Facilities Conditions Assessment and Long-Range Facilities Plan."

BUSINESS LICENSE

Please provide a statement that the respondent understands and agrees to obtain a City of Mercer Island business license as a requirement for performing these services. Find more information at: www.mercerisland.gov/businesslicenses

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION

This material can be made available in an alternate format – please call 206-275-7759.

CITY CONTACT

Questions regarding the project may be directed to merrill.schadt@mercergov.org.

The City of Mercer Island, 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 bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids 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.

**CITY OF MERCER ISLAND, WASHINGTON
AGREEMENT FOR PROFESSIONAL SERVICES FOR
[INSERT TITLE OF AGREEMENT/SERVICES]**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) dated [insert date agreement drafted] is effective on the date the Agreement is fully executed by the Parties. The Parties to this Agreement are the CITY OF MERCER ISLAND, a Washington municipal corporation (“City”) and [insert full legal name of consultant], a [insert state where formed] [choose type of person or entity] (“Consultant”).

1. SERVICES BY CONSULTANT

Consultant shall perform the services described in the scope of work attached hereto as Exhibit “A”, along with any Specifications, Addenda, and other Exhibits attached hereto, which documents are incorporated by this reference, (“Services”), in a manner consistent with the accepted practices for other similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or their designee.

2. PAYMENT

2.1 City shall pay Consultant for the Services: (check one)

- Hourly:** \$ per hour, plus actual expenses, but not more than a total of \$.
- Fixed Sum:** not to exceed \$.
- Other:** .

2.2 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

2.3 All invoices shall be paid by mailing a City warrant within 45 days of receipt of a proper invoice.

2.4 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representative for three (3) years after final payment. Copies shall be made available on request.

2.5 If the Services do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such Services until the work meets the requirements of the Agreement.

3. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS

3.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

- 3.2 Consultant shall comply with and perform the Services in compliance with all federal, state, and local laws and ordinances, as now existing or hereafter adopted or amended.
- 3.3 Violation of this Paragraph III shall be a material breach of this Agreement and may result in ineligibility for further work for the City.

4. TERM AND TERMINATION OF AGREEMENT

- 4.1 This Agreement shall commence on the effective date of this Agreement and shall remain in effect until completion of the Services and final payment, but in any event, no later than (‘‘Term’’).
- 4.2 This Agreement may be terminated immediately by the City with or without cause. The Consultant may terminate this Agreement upon thirty (30) days written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation at the rate set forth in Paragraph II for any satisfactory work completed prior to the date of termination.

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Consultant shall not be held liable for reuse of documents or modifications thereof by City or its representatives for any purpose other than the intent of this Agreement.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The of the City of Mercer Island, or their designee, shall be City’s representative and shall oversee and approve all Services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

7. HOLD HARMLESS

- 7.1 Consultant shall defend, indemnify, and save harmless the City, its officers, elected officials, agents, volunteers, and employees from any and all costs, claims, injuries, damages, losses, suits, judgments, or awards of damages (including costs and attorney fees), arising out of or in any way resulting from the acts, errors or omissions of Consultant, its officers, employees, and agents in performing this Agreement. However, 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, agents, 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. Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated by the parties. Consultant’s indemnification shall not be limited in any way by any

limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

7.2 The provisions of this Section shall survive the expiration or termination of this Agreement.

8. INSURANCE

8.1 Consultant agrees to carry and maintain insurance per this section for the duration of this Agreement. Such insurance, as a minimum, be in such form and with such carriers who have a current A.M. Best rating of not less than A:VII or other industry rating which is satisfactory to the City. The City, at its discretion, may require additional types and greater limits of insurance coverage commensurate with the risk associated with the performance of the Services.

- A. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.
- B. Commercial general liability insurance shall be at least as broad as Insurance Services Office (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 City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- C. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. If necessary, the policy shall be endorsed to provide contractual liability coverage, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- D. Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

8.2 The insurance policies for Commercial General Liability and Automobile Liability shall contain the following endorsements or provisions:

- A. The Consultant's insurance coverage 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 Consultant's insurance and shall not contribute with it.
- B. The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including without limitation the additional insured endorsement evidencing the insurance requirement of the Consultant before commencement of the Services. Consultant's failure to maintain such insurance policies as required shall constitute a material breach of this Agreement, upon which the City may, after giving five business days' notice to the

Consultant to correct the breach, immediately terminate the Agreement 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.

- 8.3 If the Consultant maintains higher insurance limits than the minimums shown above, the City 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 Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- 8.4 The Consultant's maintenance of insurance as required by this 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 in law or in equity.
- 8.5 The 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 Agreement before commencement of the Services under this Agreement.

9. SUBLETTING OR ASSIGNING CONTRACT

Neither City nor Consultant shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other party.

10. FUTURE SUPPORT

City makes no commitment and assumes no obligations for the support of Consultant's activities except as set forth in this Agreement.

11. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an Independent Contractor and the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay, or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes as due.

12. NON-APPLICATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts after the end of the current fiscal periods, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

13. GENERAL PROVISIONS

This Agreement, and any Specifications, Addenda, and other Exhibits attached hereto, contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns. Any provision of this Agreement which is declared invalid, or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs, and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. In the event of a conflict between Exhibit A, Scope of Services, and this Agreement, this Agreement shall be controlling. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20____.

CONSULTANT:

CITY:

[INSERT FULL LEGAL NAME OF CONSULTANT]

CITY OF MERCER ISLAND

By: _____
Name: [insert full legal name of signator]
Title: [insert title of signator]

By: _____
Jessi Bon
City Manager

Tax ID No.

9611 SE 36th Street
Mercer Island, WA 98040

Address:

Staff name:
Staff phone:
Staff email:

Phone:

Email:

Approved as to form:

By: _____
Bio Park
City Attorney