

# City of Edgewood

## REQUEST FOR SUBMISSION OF QUALIFICATIONS

### 2023-2024 COMPREHENSIVE PLAN UPDATE

#### I. PURPOSE OF REQUEST.

The City of Edgewood (“City”) is seeking Statements of Qualifications (SOQs) from professional consulting firms licensed under the laws of the State of Washington who wish to participate in the city’s selection of a qualified consultant capable of preparing the periodic update to the City’s Comprehensive Plan, as required under the Growth Management Act.

It is the City’s intent to select consultants based on relevant experience and qualifications, and the ability to perform the necessary work and to complete assigned projects within the timeframe specified. Once the City has reviewed the qualifications, one or more firms may be requested to provide additional information and/or participate in an interview process. **Do not submit any price or fee information at this time. Firms providing such information as part of their response to this request may be disqualified.**

The selected consultant(s) will be expected to work with the City as a partner, working with City staff as directed. Work under this contract will be performed under a specific scope, budget, and schedule to be negotiated after the selection process is complete. **Any contract executed pursuant to this Request for Qualifications is expected to run through 2024 and shall be substantially in the form attached to this RFQ.**

#### II. TIME SCHEDULE.

The City will attempt to follow this general timetable. This schedule is provided for information only and may be adjusted as needed. Proposers are encouraged to reserve flexibility for interviews:

Issue Request for Qualifications	October 31, 2022
Deadline for submittal of Request for Qualifications	December 2, 2022
Preliminary Selection of Consultants to Interview (if applicable)	December 9, 2022
Consultant Interviews	December 14 to 20, 2022
Begin Negotiations with Chosen Consultant	January 2, 2023
Initial Council Consideration of Contract	January 17, 2023
Council Authorization to Execute Agreements with Consultant	January 24, 2023

#### III. INSTRUCTIONS TO PROPOSERS.

- A. **One (1) electronic copy** of the SOQ must be received by **December 2, 2022 at 4:00 PM**. *No faxed or hard copies will be accepted.* It is the responsibility of the firm to ensure the complete SOQ arrives on time and to the correct location. Any SOQ received after the scheduled closing time shall be returned to the firm noted as “rejected” by the City Clerk.

- B. All SOQs should be electronically submitted to:  
City of Edgewood  
Attn: Rachel Pitzel, City Clerk  
RE: RFQ 2023-2024 COMPREHENSIVE PLAN UPDATE  
Email: [rachel@cityofedgewood.org](mailto:rachel@cityofedgewood.org)
- C. Any additional information or addendum to this request will be issued by the City prior to the submittal deadline. The City will e-mail such information directly to known interested parties. Though not a requirement, proposers are encouraged to register with the City Clerk, Rachel Pitzel, so they can be apprised of any addendums to this RFQ.
- D. SOQs should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to perform the work, satisfy the requirements of the request and be **limited to 15 single-sided pages total.**
- E. All submittals of qualifications must include the following information:
1. The names and resumes of individuals who will be working on the proposed services, including any proposed sub-consultants, and their areas of individual expertise and responsibility.
  2. A brief overview of the company, including how long in business, number of staff currently tasking these types of projects, privately or publicly owned, state of incorporation or registration, Federal & State tax identification, and if the business qualifies under the Washington State Minority Business criteria.
  3. Three relevant past project experiences of the firm/team with three references (within the last 10 years), including entity name, contact person with email and telephone number. Municipal references preferred.
  4. Familiarity with local conditions, codes and practices, as evidenced in previous projects.
  5. The name, title and authority of the individual authorized to execute the contract upon award.

#### **IV. SELECTION CRITERIA.**

The City will evaluate SOQs with an Evaluation Committee to determine rankings based upon materials submitted, using the selection criteria and points indicated below. The Evaluation Committee may be comprised of City staff, appointed or elected officials, and other professionals. Several consultants may be invited for interviews. The following may be used to evaluate the applicants:

- A. Demonstrated experience / expertise with municipal Comprehensive Planning – **25 points**
- B. Overall professional experience and availability of consultant team assigned to project – **10 points**
- C. Familiarity and knowledge of the Edgewood Municipal Code and all other applicable adopted codes and policies – **15 points**
- D. Previous experience and familiarity with the City of Edgewood – **10 points**

- E. Demonstrated ability to work efficiently, including responsiveness – **10 points**
- F. Understanding of the request and general approach to the proposed work – **15 points**
- G. References and similar project experience – **10 points**
- H. Presentation of qualifications – **5 points**

#### **V. TERMS AND CONDITIONS.**

- A. The City reserves the right to reject any and all SOQs and waive any minor irregularities.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any firm.
- C. The City reserves the right to award a contract to the next most qualified firm, if the initially selected firm is not able to agree to contract terms by January 13, 2023.
- D. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City (substantially in the form of the agreement attached to this RFQ) and shall reflect the specifications in this request. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this request, and which is not approved by the City Attorney. Contractors shall obtain all required insurance and provide proof of such insurance to the City in accordance with the contract.
- E. The City shall not be responsible for any costs incurred by any consulting firm in preparing, submitting or presenting its SOQ.
- F. In submitting qualifications, the respondent agrees to comply with all applicable Federal, State, and City of Edgewood laws in the conduct of work specified herein. The consultant selected to work on this project will be required to obtain a City of Edgewood business license.
- G. All proposals will become the property of the City, and are subject to the disclosure provisions under the Public Records Act, Chapter 42.56 RCW.

#### **VI. SCOPE OF SERVICES.**

The selected consulting firm must be capable and proficient in the following elements of municipal comprehensive planning:

- Evaluating the City’s current plans and policies for gaps, inconsistencies, and changes since the last Comprehensive Plan update was completed, including but not limited to review of local documents against County, Regional, and State plans and policies
- Engaging with the public, as required under the Growth Management Act and directed by the city, to ensure public input and participation informs the Comprehensive Plan Update
- Developing and preparing the Comprehensive Plan Update, compiling all the required elements into a single document, adding and/or combining elements where appropriate, while ensuring the final

plan remains flexible where appropriate to allow for future actions that may not be able to be anticipated at this time

- Assisting City staff with the SEPA Environmental Review process, including but not limited to SEPA Checklist preparation and coordination with the Department of Commerce
- Presenting the above items to the public and City policymakers, such as the Planning Commission, Economic Development Advisory Board, Parks and Recreation Advisory Board and City Council, throughout the entire Comprehensive Plan Update process
- Identifying any code updates that may become necessary as a result of the Comprehensive Plan Update process, and assisting staff with prioritizing said code updates to ensure smooth implementation

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and Public Works Directors. A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings, and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month), or attendance at and participation in meetings with other boards, commissions, or the general public (Town Halls or Open Houses, for example).

The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

### **General Background**

The City of Edgewood is 8.9 square miles and home to nearly 14,000 residents. The City is entirely within Pierce County and is geographically located in the "North Hill" area surrounded by the cities of Milton, Fife, Puyallup and Sumner. The City's northern boundary is adjacent to King County. Incorporated as a code city, the City of Edgewood formed on February 28, 1996 and has operated under the strong Mayor form of government since August 2015.

Edgewood has experienced significant population growth since 2015, the year its current Comprehensive Plan was adopted. In 2021, Edgewood had the second fastest growing population in the Puget Sound region. This growth must be carefully considered in this Comprehensive Plan periodic update. Key focus areas include community engagement, land use and zoning, economic development, urban design, housing diversity, sanitary sewer utility, environmental protection and sustainability, and multi-modal transportation.

### **VII. OTHER INFORMATION**

The City of Edgewood fully complies with Title VI of the Civil Rights Act of 1964 and related statutes in all programs and activities. Those requiring disability accommodations and/or materials made available in an alternate format, or for additional information or explanation of the contents or intent of these specifications, please contact the City with your questions via email to Rachel Pitzel, City Clerk/HR Director, at [rachel@cityofedgewood.org](mailto:rachel@cityofedgewood.org) or by telephone at (253) 952-3299.

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the "CITY")  
2224 - 104<sup>th</sup> Avenue E.  
Edgewood, Washington 98372  
Contact: Mayor Daryl Eiding Phone: 253-952-3299 Fax: 253-952-3537

and \_\_\_\_\_ **Name of Contractor** \_\_\_\_\_, a \_\_\_\_\_ (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

\_\_\_\_\_ **Contractor's name** \_\_\_\_\_ (hereinafter the "CONSULTANT")  
\_\_\_\_\_ **Address** \_\_\_\_\_  
\_\_\_\_\_ **City, State, Zip** \_\_\_\_\_  
\_\_\_\_\_ **Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

for professional services in connection with the following Project:

\_\_\_\_\_ **Name project here** \_\_\_\_\_

**TERMS AND CONDITIONS**

**1. Services by Consultant.**

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

**2. Schedule of Work.**

A. Consultant shall perform the services described in the **scope of work in accordance with the Schedule attached to this contract as Exhibit "A."** If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

**3. Terms.** This Agreement shall commence on \_\_\_\_\_, ("Commencement Date") and shall terminate on \_\_\_\_\_ unless extended or terminated in writing as provided herein.

**4. Compensation.**

- LUMP SUM. Compensation for these services shall be a Lump Sum of \$\_\_\_\_\_, which includes all applicable tax.
- TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$\_\_\_\_\_, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “\_\_\_\_\_.”
- OTHER. \_\_\_\_\_

**5. Payment.**

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

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered 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 work until the work meets the requirements of the Agreement.

**6. Discrimination and Compliance with Laws**

A. 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, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the

approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall document they have obtained a City of Edgewood business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

**7. Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

## **8. Suspension and Termination of Agreement**

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, 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 for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be

deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

**9. Standard of Care.** Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**10. Ownership of Work Product.**

A. 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. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

**11. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**12. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.



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, agents and Volunteers, the Consultant's liability 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. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

**13. 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.

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 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional 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 and Employer's Liability Insurance.
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.

4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. 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.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

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.

**14. Assigning or Subcontracting.** Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. **Notice.** Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Daryl Eidinger  
Mayor  
2224 - 104<sup>th</sup> Avenue E.  
Edgewood, WA 98372

Phone: 253-952-3299  
Fax: 253-952-3537

NAME OF CONSULTANT

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

16. **Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the Mayor or Administrator's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. **General Provisions.**

A. **Non-waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

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

C. **Severability.** The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. **Entire Agreement.** The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement

between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

SAMPLE

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: \_\_\_\_\_  
Daryl Eidingen  
Mayor

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Rachel Pitzel  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ann Marie J. Soto  
City Attorney

SAMPLE