



City of Tukwila 2023 Future of Work Study and Facilities Study (REVISED, November 20, 2023)

**Request for Qualifications for
Architectural and Engineering Services**

City Hall Campus, Tukwila Community Center, Justice Center, Foster Golf Course Club House, Fleet and Facilities Building, and other optional buildings.

2023 CITY OF TUKWILA
REQUEST FOR QUALIFICATIONS (RFQ) FOR
Future of Work Study and Facilities Study
Due December 22, 2023 by 4:00 P.M.

Note: November 20, 2023. This is a reissuance of a RFQ for Future of Work Study and Facilities Study, which was previously issued by the City of Tukwila on November 6, 2023. By issuing this RFQ, the City withdraws the November 6, 2023 RFQ and reissues it with this document to with the following changes: updating the dates, providing a deadline for questions, and providing a contact for how to be an interested party for the RFQ.

The City of Tukwila (the “City”) is soliciting interest from consulting firms with expertise in architectural, interior design, construction, mechanical systems and/or engineering design services. This agreement will be for approximately six months in duration with the option for the City of Tukwila to extend if necessary. Consultants will be considered for the following project.

The work to be performed by the Consultant consists of building off of portions of the 2022 Seismic Study that included the Tukwila City Hall Campus, and Tukwila Community Center. Additionally, the work will also include the Justice Center, Foster Golf Course and other buildings possibility added by the City in consultation with the Consultant.

Problem Statement:

Over the last five years the City of Tukwila has made significant investments in new public safety buildings, resulting in a significant increase in the total building square footage managed by the City, increasing the City annual operating cost. Likewise, the pandemic has drastically altered how cities across the country provide services.

The selected consultant(s) will assist the City as follows:

1. Right size the City’s space needs, including helping to make estimates regarding future needs for future staff needs. Update Needs Assessment and Feasibility Study for City Hall Campus.
2. Update seismic and building code upgrade cost estimates for Tukwila Community Center, City Hall, 6300 Building, and Foster Golf Course (for this task, professional cost estimators should be included on the Consultant team). Note, the seismic recommendations for Tukwila Community Center, City Hall, and 6300 Building can utilize the 2022 Report)
3. Provide suggestions for future capital investments for buildings, such as the new justice center, so the City can make budget estimates for CAPEX.
4. Assist the City in understanding the total cost ownership for individual buildings and the City’s entire facilities portfolio.
5. Create maintenance plans for identified city facilities.
6. Make suggestions regarding innovative and new ways for providing City Hall and general government services (utility payments, permits, city clerk, human services, human resources, etc.). Examples could include a virtual City Hall, decentralized City Hall, shared office space, etc.
7. Recommendations on how city facilities can be inviting to the public, but also provide a safe working environment and safe environment for visitors.
8. Recommendations on who the City can provide services in a sustainable manner.

Evaluation Criteria

Submittals will be evaluated and ranked based on the following criteria:

- Project Understanding and Approach
- Qualifications/Expertise of Firm
- Qualifications/Expertise of Team members
- Ability to meet schedule and staff availability
- DBE/MWBE approach
- Past performance on other campus facilities studies and related projects

Submittal

See Section 3, Submittal Requirements for details. Any questions regarding this RFQ or submittal process should be directed to Brandon.Miles@Tukwilwa.gov. **Only e-mail communications are accepted.**

Pursuant to state regulations, a qualifications-based selection process will be used to select a consultant for this project. The selection will be made from the submitted RFQ and subsequent evaluations.

Americans with Disabilities Act (ADA) Information

The City of Tukwila 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 Brandon.Miles@Tukwilawa.gov or by calling 206-731-9071.

Title VI Statement

The City of Tukwila 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 26 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.

Published in The Seattle Times:

November 20, 2023

Published in the Daily Journal of Commerce:

November 20, 2023

**City of Tukwila
REVISED Request for Qualifications
For Architectural Design Services for the 2023 Facilities Study**

Submittal Deadline: December 22, 2023 at 4:00 P.M.

It is the City's intent to select an A/E team based on the Evaluation Criteria in Section 5 of this RFQ. 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 (either virtual or in person).

Review of the submittals and the final selection will be performed by a committee comprised of City staff.

The City will evaluate the proposals and select the highest-ranking firms for additional information and/or interviews. The final selection will be based on the combined score of the written submittals and the interviews. All submittals received will remain confidential until the City and the successful Consultant sign the agreements resulting from this advertisement. All submittals are deemed public records as defined in the RCW 42.17.250 to 42.250.340.

All questions and requests for site access should be directed to Brandon Miles, Business Relations Manager, via email at Brandon.Miles@TukwilaWA.gov.

The City strongly encourages minority owned and women owned businesses, socially and economically disadvantaged business enterprises, and small businesses to respond to this RFQ, to participate as partners, or to participate in other business activity in response to this RFQ.

Section 1. Background:

The selected consultant from this process will assist the City in understanding space needs, facilities needs, safety, and the total cost of ownership for the identified city facilities and create a maintenance plans for the facilities.

See City of Tukwila website www.tukwilawa.gov/departments/mayors-office/key-city-plans-and-projects/2023-future-of-work-study-and-facilities-study/ for previous City Council meeting records including the Essential Government Services Facilities Plan 2015-2040 (Draft).

The Consultant should study and carefully correlate the Consultant's knowledge and observations of the RFQ documents and such other related data and to promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which the Consultant has discovered in or between the RFQ documents and such other related documents or conditions. Failure to do so shall not relieve the Consultant of their obligation to perform as per the provisions of the resulting contract. The Consultant shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall they claim any misunderstanding with regard to the nature, conditions or character of the work or services to be provided under the contract.

Section 2. Scope of Work:

The selected firm will produce a final report documenting the age, condition and functionality of selected City of Tukwila Facilities and their major systems. The report will include Cost Estimates with appropriate escalation factors to pursue funding for these projects in future years and a

schedule for major maintenance, including replacement. In addition, the selected firm will provide recommendations on current and future space needs.

The report will also include recommendations regarding future space needs and suggestions on providing innovative ways for providing city services.

The successful Consultant shall provide Facilities Maintenance Reports and Maintenance schedules for the following:

1. **Space planning recommendations for current needs and future growth.**
2. **City Hall Campus (6200 and 6300 buildings), Tukwila Community Center, Justice Center, Foster Golf Clubhouse, and Fleet and Facilities building.**
 - a) Condition of HVAC systems.
 - b) Roofing system and membrane.
Siding (note, siding for City Hall is currently in the process of being replaced.
 - d) Cost estimates for immediate need maintenance, regular maintenance, and estimates for future replacement of systems.
 - e) Decision making guidelines.
 - f) Personal safety audit and recommendations, including recommendations, as appropriate for buildings the city should no longer invest in.
3. **Optional Work: Golf Maintenance Building**
 - a) Condition of HVAC systems.
 - b) Seismic study, recommendations, and cost estimates.
 - b) Roofing system and membrane.
 - d) Cost estimates for immediate need maintenance, regular maintenance, and estimates for future replacement of systems.
 - e) Decision making guidelines.

This scope of work should be completed in approximately 120 calendar days from the date of Notice to Proceed.

Section 3. Submittal Requirements:

The Proposal is limited to thirty (30) pages total (15 sheets, double-sided) including project examples and supplements. The cover page and letter of interest are not included in the above page count. Except for charts, exhibits and other illustrative and graphical information, all information must be printed on 8.5" x 11" paper. Charts, exhibits and other illustrative and graphical information may be on 11" x 17" paper, but must be folded to 8.5" x 11" and will be counted as one sheet. With the exception of charts and graphs, all text must be in a 12-point font size or larger. Text within charts and/or graphs may be smaller than 12 point but must be a readable size font. If desired, full resumes of the proposed project manager and task leads may be included in an appendix that is not included in the above-stated page limit. However, pertinent experience should be covered in the body of the proposal as the appendix may or may not be reviewed for scoring.

The front cover of the Submittal must be labeled with the name and address of the Consultant, along with the project title: City of Tukwila 2023 Future of Work Study and Facilities Study "Request for Proposal," and the date of submittal.

The Submittal must include:

1. Letter of Interest: The cover letter shall briefly summarize the firm's qualifications and past experience relevant to the scope. 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. Outline firm's experience on the scope of work required for the appropriate discipline.
3. Describe firm's overall approach, including organization and work tasks necessary to accomplish the objectives. If it is the firm's practice to have specific sub-categories of the Scope of Work, performed by sub-consultant(s), please identify the consultant(s) and, indicate their specific role(s), and outline their experience on similar or related work.
4. Description of firm's quality control process.
5. Identify qualifications/expertise of the key personnel. Provide evidence of availability of staff to begin immediately upon awarding of the contract.
6. Provide a list of key personnel, including consultants' personnel indicating the specific role of each, and clearly identify the Project Manager.
7. Provide a resume for each of the named key personnel, indicating the extent of his/her experience on projects related to this type of work.
8. Past performance and record of successful completion of studies of similar size and scope:
 - a. Describe any previous projects (firm and individual) of similar scope to our project and include a description of specific responsibilities of such projects.
 - b. Note any information useful in demonstrating successful results on prior projects.
 - c. Provide reference contact names, phone numbers, and email addresses related to the above prior projects.
9. Provide written summary of the firm's past history of collaborating with a DBE/WMBE firm as part of the team on previous similar projects. Describe approach to maximize their participation.

Section 4. Quantities, Due Date, Time and Location

Submittals may be submitted either electronically or by hardcopy. Email submittals may be submitted to Brandon.Miles@Tukwilawa.gov. by 4:00 P.M. on Wednesday, December 20, 2023. It is the responsibility of the party submitting electronically to ensure that the file size submitted is not too large for the City's email system. Large files should be provided via a file sharing application.

For hardcopies, please provide, four (4) bound paper copies and one (1) electronic copy on a flash drive of the Submittal, whether mailed or hand-delivered, must arrive at the address listed below no later than **4:00 p.m. on Wednesday, December 20, 2023**. Proposals received later than the submittal deadline will not be accepted. Upon receipt of each Submittal, the City will stamp it to show the exact time and date of receipt. Upon request, the City will provide the firm with an

acknowledgement of receipt. All Submittals received will become the property of the City and will not be returned.

The City will not be liable for delays in delivery of Submittals due to handling by the U.S. Postal Service or any other type of delivery service. Faxed submittals will not be accepted. Please reference the RFQ title on all communications. Please direct all questions to Brandon Miles at Brandon.Miles@Tukwilawa.gov.

City of Tukwila
6200 Southcenter Boulevard
Tukwila, Washington 98188
Attn: Brandon Miles
2023 Future of Work Study and Facilities Study

Section 5. Evaluation Criteria

Pursuant to state regulations, a qualifications-based selection process will be used to select a consultant for this project. Consultant's Submittal will be evaluated based on the criteria listed in this section.

Firms are encouraged to identify and clearly label in their Submittal how each criterion is being fully addressed. Evaluation of responses to this RFQ will be based only on the information provided in the RFQ package, and if applicable, during an interview and reference review process. The City reserves the right to request additional information or documentation from the firm regarding its Submittal documents, personnel, or other items in order to complete the selection process.

The selection will be made from the Submittal and subsequent interview. The following criteria, with a point system of relative importance with an aggregate total of 100 points, will be utilized to evaluate the qualifications of each firm:

Proposal

Criteria	Possible Points
Compliance with RFQ Requirements	5
Project Understanding and Approach	10
Qualifications/Expertise of Firm	10
Qualifications/Expertise of Team Members	10
Ability to Meet Schedule and Staff Availability	10
DBE/MWBE Approach	5
Past performance on other campus facilities studies and similar projects	10

60 Total Points Possible

Interview

Criteria	Possible Points
Presentation: Clarity and thoroughness of presentation and the firm's understanding of and approach to the requirements of the Project	15

Specific Questions: Thoroughness and insight in providing direct and clear answers to the questions asked	15
Communication: Overall quality of the team's presentation, including interpersonal communications between team members and the interview panel. Quality of questions asked by the firm.	10

40 Total Points Possible

Section 6. Selection Process

The firm receiving the highest combined score as a result of the Submittal and interviews will be selected to enter into an agreement with the City.

As part of the evaluation, the City will consider prior experience with similar types of studies and projects to be a significant component of the proposal from the successful firm or team.

All responses to this RFQ will be screened for eligibility. As time permits, a selection panel will rate eligible responses, according to the criteria listed above, and may conduct reference checks as part of the process. If there is insufficient information, the City reserves the right to request additional information, and to interview firms to discuss their submittals. It is the City's intent to interview the top two or three firms based upon the submitted written materials.

1. This solicitation does not obligate the City to award a Contract to any respondent. At its option, the City reserves the right to waive as informality any irregularities in the submittals and/or to reject any or all submittals.
2. The City reserves the right to request clarification of information submitted, and to request additional information from any firm.
3. If the City awards a firm the Contract to provide consultant services, the successful firm shall be issued a written Notice of Intent to Award. The successful firm shall execute an agreement acceptable to the City within thirty (30) days from the date of Notice of Intent to Award. Failure by the successful firm to execute an agreement within the stipulated 30-day period shall constitute non-conformance with the RFQ, allowing the City to unilaterally withdraw and terminate such intent to award.
4. The City reserves the right to award and contract to the next most qualified firm, if the successful firm does not execute a contract within the 30 days from the date of the Notice of Intent to Award.
5. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFQ.
6. Approximate Selection Timeline:

RFQ Issued: November 21, 2023
 Question and Clarification Deadline: December 6, 2023
 RFQ Deadline: December 22, 2023 at 4:00 pm
 Consultant Shortlist: Week of January 1, 2024

Consultant Interviews: Week of January 8, 2024
Consultant Selected: approx. January, 2024
Scope and Fee Negotiations: January 2024-February 2024
Agreement Approval by Council: February, 2024
Execute Contract: approximately February, 2024

Section 7. Interested Parties

Parties interested in receiving any addendums, updates, and the response to any questions or clarifications outlined in Section 8 must email Brandon.Miles@Tukwilwa.gov. It is the responsibility of any party to provide the City with a valid email address. The City will not be providing notice in any publication regarding any addendums or updates to the RFQ selection.

Section 8. Questions and Clarifications

Any questions or clarifications regarding the RFQ should be emailed to Brandon.Miles@Tukwilwa.gov. Questions and clarifications will be consolidated, and the City will issue an addendum to 1) all parties that submit emails with questions and clarifications and 2) all parties that are listed in section 7 of this RFQ. **Questions are due to the City, via email, no later than December 6, 2023.**

Section 9. Public Notice

Published in The Seattle Times:
Published in the Daily Journal of Commerce:

November 22 and 27, 2023.
November 21 and 27, 2023.

SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as "the City", and _____, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform _____ services in connection with the project titled _____.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending _____, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than _____ unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed _____ without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole 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 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.

8. **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. 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 Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover 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 with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The 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.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- 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 with respect to 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 be contributed or combined 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 Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- 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.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

- 18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

**** City signatures to be obtained by
City Clerk's Staff ONLY. ****

**** Consultant signature to be obtained by
sponsor staff. ****

CITY OF TUKWILA

CONSULTANT:

Allan Ekberg, Mayor

By: _____

Printed Name: _____

ATTEST/AUTHENTICATED:

Title: _____

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney