

**CITY OF SHORELINE  
REQUEST FOR STATEMENT OF QUALIFICATIONS  
RFQ 9787**

**On-Call Surface Water Engineering Services**

Submit no later than November 2, 2020 5:00 p.m. Pacific Local Time

The City of Shoreline, Washington is soliciting a statement of qualifications (SOQ) from individuals or firms interested in providing on-call surface water engineering services for the Surface Water Utility (“Utility”). The awarded individual or firm shall be licensed and lawfully engaged in providing engineering services in the State of Washington.

**I. Primary Objectives**

The primary objectives of this contract will include on-call engineering and programmatic support to the Surface Water Utility. The services may include:

- Investigation and assessment of urban drainage and flooding issues, including recommended solutions, alternatives analysis, and conceptual design development;
- Design and permitting support for surface water system improvement projects;
- Geotechnical investigation in support of surface water projects; and
- Environmental and engineering services in support of projects involving stream, lake, and/or wetland habitat, including permitting and regulatory compliance.

A primary task of the selected individual or firm is to provide engineering services for drainage investigations and drainage studies, which are tracked as work orders in the City’s asset management software, Cityworks. The City is committed to sustainability, climate resiliency, and the Utility is interested in investing in low impact development (LID)/green stormwater infrastructure (GSI) facilities in lieu of traditional stormwater infrastructure as much as feasible.

**II. Background**

The Utility is responsible for providing stormwater and water quality services to the residents of Shoreline. The Utility provides these services with the objective of reducing flooding and drainage issues, improving water quality, and enhancing streams and wetlands within the City.

**III. Timeline, Term, and Cost**

Following the City staff evaluation of the submitted Statements of Qualifications, selected individuals or firms may be invited to make oral presentations before the City’s evaluation panel. The City’s Project Manager will provide additional details outlining the preferred content of the presentation to each individual, firm, or team of firms or individuals that are invited to participate at that time.

RFQ Release	October 12, 2020
Deadline for Written Inquiries	October 27, 2020
SOQ Due Date	November 2, 2020
City Evaluation of Submittals	By November 9, 2020*
Selected Oral Presentations (if required)	By November 20, 2020*
Intent to Award	By November 25, 2020*
Contract Review and Approval	By December 23, 2020*
Issue Notice to Proceed	By January 1, 2021*

\* Dates are approximate

### **Contract Term**

The term of this contract shall be from the date of execution through midnight December 31, 2023.

### **Price Adjustment**

In order to protect the interest of the City and to give the consultant a reasonable basis for cost negotiations, a price adjustment feature is incorporated into contract documents and shall be binding on the consultant and the City. Pricing (consultant rates, etc.) shall remain firm from contract execution through December 31, 2021. For the remaining years of the contract, pricing may be adjusted annually, based on the change in the Seattle All Urban Consumer Price Index in the June over June index data.

### **Estimated Budget**

The approximate professional service budget available for this contract is a maximum of \$150,000 for each calendar year of the contract term.

## **IV. Scope of Work**

The contract for professional services requested in this RFQ is to provide engineering services on an on-call basis for the Utility. The Scope of Work is expected to include, but not be limited to, the following tasks:

1. Project management and contract administration, including:
  - a. Organizing, managing, and coordinating the disciplines required to accomplish the contract tasks and shall perform multiple tasks concurrently.
  - b. Coordinating contract work with efforts performed by City staff and other consultants and/or contractors.
  - c. Project management and contract administration services to facilitate efficient progress on each work order including:
    - i. Managing and coordinating subconsultants;
    - ii. Managing, monitoring, and preparing bi-weekly progress reports on task budgets, schedules, and scope/scope changes, for all work performed under this contract;
    - iii. Meeting organization, facilitation, and documentation;
    - iv. Coordinating quality control and integration of timely project deliverables; and

- v. Being the primary point of contact and communication between the Consultant's team and the City's Project Manager.

Potential deliverables for this task include:

- Bi-weekly progress reports with detailed status of each active task;
- Monthly budget and schedule updates for each active task;
- Meeting agendas, minutes, and notes with revisions as required; and
- QA/QC documentation.

2. Engineering and technical services:

- a. The Consultant's team shall provide the full range of engineering and technical services necessary to execute surface water drainage assessments, preliminary design, and/or design projects on a work order basis, including:
  - i. Data collection, review, and analysis
  - ii. Engineering analyses
  - iii. Study and report preparation
  - iv. Development, evaluation, and recommendation of design alternatives and final designs
  - v. Conceptual design, preliminary design, detailed design, and preparation of final design documents (plans, specifications, and estimates)
  - vi. Services during construction.
- b. The disciplines and tasks may include, but are not limited to, those identified below:
  - i. Hydraulic, hydrologic, and drainage engineering in accordance with the current version of the City of Shoreline Engineering Development Manual
    - 1. Hydrologic and hydraulic studies;
    - 2. Drainage design reviews, studies, and reports;
    - 3. Low Impact Development (LID)/green stormwater infrastructure (GSI) design and analysis;
    - 4. Culvert analysis, storm drainage conveyance, open channel flow, and habitat restoration projects requiring hydraulic engineering analyses, field inspection, and/or verification reports; and
    - 5. Floodplain review and analysis.
  - ii. CAD design engineering
    - 1. AutoCAD Design drawings using AutoCAD Civil 3D 2015 (City will be upgrading to AutoCAD Civil 3D 2018 in 2021);
    - 2. Prepare civil earthwork and drainage design drawings and details; and
    - 3. Prepare topographic, base map, and as-built plan sets.
  - iii. Land Survey Engineering
    - 1. Perform as the Engineer of Record for topographic surveying, base map, and as-built surveys;
    - 2. Establish and/or recover right-of-way property and easement lines;
    - 3. GPS location survey and mapping;
    - 4. GIS mapping of utilities infrastructure; and

5. Drainage system survey.
- iv. Fluvial Geomorphology/Engineering Geology
  1. Fluvial geomorphology in the activities of sedimentation, erosion, and scour; and
  2. Engineering geology expertise for project site assessments.
- v. Geotechnical Engineering
  1. Soil tests, borings, excavating test pits, and reports;
  2. Infiltration testing and analyses;
  3. Design review and inspection for the City's existing small dams; and
  4. Slope stability analyses.
- vi. Landscape Architecture Design
  1. Preparation of landscape and irrigation plans for the roadside, planter strips, and detention ponds; and
  2. Preparation of planting plans for stream and wetland restoration projects; and
  3. Identify native trees, shrubs, and perennials appropriate for use and salvage at project locations;
  4. Identify and design methods for eradication of invasive plant species;
  5. Identify appropriate plantings for LID/GSI facilities; and
  6. Identify climate-resilient plantings.
- c. Miscellaneous Services
  1. Assist with Stormwater Ordinances, Rules and Regulations, and other regulatory document implementation;
  2. Stormwater Compliance Monitoring and Assessment;
  3. Illicit discharge investigations and development of Illicit Discharge Detection and Elimination (IDDE) plans;
  4. Development of Operating and Maintenance (O&M) Programs for storm drainage systems;
  5. NPDES Phase II Permit implementation support;
  6. Budget development for plans and projects;
  7. Coordination with regulatory agencies, such as the U.S. Army Corps of Engineers, Washington State Department of Fish & Wildlife, Ecology, Tribes, the City's Planning and Community Development Department, and others as needed;
  8. Development and implementation of education and public outreach to various audiences, such as City departments and employees, City residents, etc.;
  9. Presentation of plans and strategies to the City Manager, City Council, and other departments to demonstrate need for investing in projects;
  10. Assistance as needed in development of department stormwater management plans, monitoring plans, and watershed improvement plans that incorporate strategies to meet Total Maximum Daily Loads (TMDL) pollutant reduction goals;
  11. Provide third-party review of technical reports and/or plans; and
  12. Ensuring the City is in compliance with all State and Federal laws, rules, regulations, and standards.

Potential deliverables for this task include:

- Engineering and environmental studies, evaluations, review and analysis of previous related work, technical memos, reports, and recommendations. All reports shall include a draft version, submitted to the City's Project Manager for review comments, and a final version that addresses the City's comments on the draft, as well as backup documentation and data (such as GIS files, spreadsheets, databases, modeling files and results, etc.); and
- Plans, specifications, and estimate (PS&E's) for all necessary engineering disciplines at multiple design phases. Each phase revision shall address the City's comments on the previous phase documents. The final submittal shall include any CAD files.

## **V. SOQ Evaluation Components/Criteria**

### **Submittal Requirements**

Due to the current COVID-19 restrictions imposed by Washington State and Seattle/King County Public Health, Shoreline City Hall is currently closed to the Public. Therefore, the proposals for SOQ **9787** shall be submitted in PDF format to [purchasing@shorelinewa.gov](mailto:purchasing@shorelinewa.gov) by the closing deadline of **November 2, 2020 and no later than 5:00 p.m. Exactly Pacific Local Time**. A SOQ is deemed submitted as evidenced by the receipt date and time shown in the source code of the e-mail received by the City's computer system. All respondents will receive an email confirmation within the next business day that their submittal has been successfully received. Hard copies will not be accepted.

Questions related to this solicitation may be directed to Sierra Gawlowski, Surface Water Engineer II, [sgawlowski@shorelinewa.gov](mailto:sgawlowski@shorelinewa.gov). Questions via phone will not be accepted. Questions received after October 27, 2020 by 5:00 p.m. Exactly Pacific Local Time, will not be accepted.

Supplemental information, such as brochures, may be submitted if desired. Proposals shall be limited to single spaced, 8 1/2" by 11" typewritten pages (min. 12 point font). The submittal shall be no more than **nine (9)** pages. The following format and content shall be adhered to by each firm and presented in the following order:

#### **A. Executive Summary (Page Limit - 1)**

An executive summary letter should include the key elements of the respondent's SOQ and an overview of the consultant team. Indicate the address and telephone number of the respondent's office located nearest to Shoreline, Washington, and the office from which the project will be managed.

#### **B. Approach (Page Limit - 4 excluding resumes)**

1. Methodologies: This section should clearly describe the methodologies planned to provide the required on-call services listed in the Scope of Work, with emphasis on the Primary Objectives.
2. Project Organization and Staffing: Describe the approach and methods for managing the on-call services contract. Provide an organization chart showing all proposed team members. Describe the responsibilities of each person on the

project team. Identify the respondent Project Manager and the key contact person for the City. Include resumes of each member of the project team. List the portion of the work to be subcontracted and information describing the qualification and relative experience of any proposed subcontractors.

**C. Related Experience (Page Limit – 2)**

Describe recent (within the last six years), respondent team experience directly related to the potential tasks outlined in the Scope of Work. The experience listed must have been performed by the Consultant team’s staff that will be assigned to this contract. The City will be focusing on the experience of the Lead Consultant/Project Manager who will be assigned to this project. Include the name of the client, description of the work done, address and telephone number, dates of the project and the name of the project director. At least four project references should be included. For each reference indicate the reference’s name, organization, title, complete mailing address and telephone number. The City reserves the right to contact any organizations or individuals listed.

**D. Expertise and Insight of Project Team (Page Limit - 2)**

The consultant may use this less-structured section of the SOQ to demonstrate noteworthy expertise in the areas of the services requested, share special insights into Shoreline’s needs, propose creative approaches for achieving the needed Scope of Work, and/or suggest other related tasks not listed in the Scope of Work that the City may want to pursue under this contract.

The City’s Evaluation Panel will use the following criteria to evaluate each SOQ:

<b>Criteria</b>	<b>Points</b>
Approach	Maximum 35 Points
Related Experience of Project Team	Maximum 35 Points
Expertise of Project Team	Maximum 30 Points
<b>Maximum Points</b>	<b>Maximum Points 100</b>

The Qualifications will be the basis from which interested individuals or firms will be selected for interviews. Following the City staff evaluation of the qualifications received, selected individuals or firms may be invited to make oral presentations before the City’s Evaluation Panel. The City’s Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City’s Evaluation Panel will determine the most qualified individual or firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected individual or firm.

Any individual or firm failing to submit information in accordance with the procedures set forth in the RFQ may be subject to disqualification. The City reserves the right to change the solicitation schedule, issue amendments to the solicitation, or cancel the solicitation at any time prior to the submittal deadline. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the proposals. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Individuals or firms eliminated from further consideration will be notified by mail by the City as soon as practical.

Proposals remain confidential until closing deadline after which proposals are considered a public record subject to public disclosure under RCW 42.56, the Public Records Act. Proposers shall mark as “proprietary” any information that the Proposer believes meets the exemption under RCW 42.56.270(1). This designation will be considered by the City in response to public records requests.

Any Proposal may be withdrawn, either personally or by written request, at any time prior to the time set for the Proposal submittal deadline.

The City of Shoreline, 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.

**Attachment: City of Shoreline Sample Contract Document**



Contract No. \_\_\_\_\_  
Brief Description: \_\_\_\_\_

**CITY OF SHORELINE  
AGREEMENT FOR SERVICES – DESIGN PROFESSIONALS**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the “CITY,” and \_\_\_\_\_, hereinafter referred to as the “CONSULTANT.”

WHEREAS, the City desires to retain the services of a consultant to \_\_\_\_\_ and

WHEREAS, the City has selected \_\_\_\_\_ to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

**1. Scope of Services to be Performed by the Consultant.**

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

**2. Compensation.**

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$\_\_\_\_\_, including all fees and those reimbursable expenses listed in Exhibit A. Reimbursable travel expenses shall not exceed the most recent US Government General Services Administration (GSA) rates. Receipts are required for reimbursement and travel expenses will be paid at GSA rates or actual costs, whichever is lower.
- B. The City shall pay the Consultant for services rendered after receipt of an itemized invoice or billing voucher in the form set forth on Exhibit B. Payments will be processed within 30 (thirty) days from receipt of an itemized invoice or billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. Mail all invoices or billing vouchers to: Accounts Payable, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905 or email to [accountspayable@shorelinewa.gov](mailto:accountspayable@shorelinewa.gov).

**3. Term.**

- A. The term of this Agreement shall commence \_\_\_\_\_ and end at midnight on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**4. Termination.**

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement

and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

**5. Ownership of Documents.**

- A. All documents, data, drawings, specifications, software applications and other products or 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. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use.
- B. The Consultant acknowledges that the City is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced by the Consultant in connection with the services rendered under this Agreement may be deemed a public record as defined in the Public Records Act and that if the City receives a public records request, unless a statute exempts disclosure, the City must disclose the record to the requestor. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant if the City confirms that they are subject to disclosure under the Public Disclosure Act.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product. Any requests for City documents and data held by Consultant shall be forwarded to the City which shall be solely responsible for responding to the request.

**6. Independent Contractor Relationship.**

- A. The Consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

**7. Hold Harmless.**

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 resulting from the sole negligence and/or willful misconduct of the Consultant, its agents or employees in arising out of or in connection with the performance of this Agreement.

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 Consultant hereby waives the immunity under Industrial Insurance, Title 51 RCW, solely for the purpose 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. Gifts.**

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

**9. City of Shoreline Business License.**

As mandated by SMC 5.05.030, the Consultant shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City.

**10. Insurance.**

Consultant shall obtain insurance of the types described below during the term of this Agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that: 1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. The Consultant shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

**11. Force Majeure.**

Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision.

**12. Successors and Assigns.**

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

**13. Nondiscrimination.**

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.

**14. Notices.**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager  
City of Shoreline  
17500 Midvale Avenue N  
Shoreline, WA 98133-4905  
(206) 801-2700

Consultant Name: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**15. Governing Law and Venue.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

**16. General Administration and Management.**

The City’s contract manager shall be (name and title): \_\_\_\_\_.

**17. Severability.**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**18. Entire Agreement.**

This Agreement contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

**19. Captions.**

The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

**20. Counterpart Originals.**

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

**21. Authority to Execute.**

Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

This Agreement is executed by

**CITY OF SHORELINE**

**CONSULTANT**

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

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

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

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

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

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

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

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

Contract No.

Attachments: Exhibit A (Scope and compensation), B (Billing Voucher)

Sample Contract Document