

NOTICE TO BIDDERS

Washougal Veterans Memorial – Landscape Architecture,
Architecture, and Engineering Services

Electronic Sealed Bid Opening: Friday, October 30, 2026, at 2:00 p.m.



PUBLIC WORKS DEPARTMENT

- FUNDING: Washington State Dept. of Commerce

**REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL LANDSCAPE ARCHITECTURE, ARCHITECTURE, AND ENGINEERING SERVICES FOR
THE
WASHOUGAL VETERANS MEMORIAL**

Washougal Memorial Cemetery | 3329 Q Street, Washougal, Washington

Notice is hereby given that the City of Washougal is soliciting Statements of Qualifications (SOQs) from qualified multidisciplinary consultant teams to provide professional landscape architecture, architecture, engineering, and related services for the Washougal Veterans Memorial project. If you wish to be considered for this work, please submit one searchable PDF electronic copy of your SOQ through the City of Washougal e-procurement website

(<https://procurement.opengov.com/portal/cityofwashougal>) **by 2:00 p.m., PDT on October 30, 2026.**

QUALIFICATIONS-BASED SELECTION: Do not submit a fee proposal, hourly rates, percentage fees, or other cost information with the SOQ. The City will evaluate and rank firms on qualifications and will negotiate the detailed scope and fair and reasonable compensation only with the highest-ranked firm.

Questions or comments concerning this RFQ should be directed through the OpenGov Q&A function. Project contact information is provided below:

Corinthia Barnhart
Parks and Cemetery Manager
3329 Q Street
Washougal, WA 98671
(360) 835-8501 Ext. 108
corinthia.barnhart@cityofwashougal.us

A selection committee will evaluate the submitted SOQs. This RFQ does not commit the City of Washougal to award a contract or to pay any costs incurred in the preparation or submission of an SOQ. Following evaluation, the City intends to shortlist the most qualified firms for interviews if sufficient qualified responses are received. Upon completion of the evaluation and interview process, the City intends to select the most qualified consultant and enter into scope and fee negotiations for the required services.

The City reserves the right to modify or discontinue the selection process at any time if it determines such action is in the best interest of the City. The City also reserves the right to reject any or all SOQs, waive minor irregularities, request clarification, verify information and references, and re-advertise for qualifications if deemed appropriate.

The City reserves the right to retain the selected consultant for subsequent authorized phases of this project, including bidding, construction support, and closeout, subject to satisfactory performance, successful negotiations, funding availability, and execution of any required agreement or amendment.

Title VI Statement

The City of Washougal, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and applicable regulations, hereby notifies all responders that it will affirmatively ensure that disadvantaged business enterprises will be afforded full and fair opportunity to submit responses and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Americans with Disabilities Act (ADA) Information

The City of Washougal, in accordance with Section 504 of the Rehabilitation Act 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 upon request to the City.

Background

Washougal Memorial Cemetery is an approximately 13-acre active cemetery established in the 1850s and acquired by the City in 1944. It is the resting place of nearly 4,000 people, including more than 500 veterans, and supports ongoing interments, visitation, maintenance, and commemorative events.

A consultant prepared a conceptual site study in 2024 that evaluated potential locations, access, orientation, and preliminary memorial elements. The study identified a general development area and explored accessible parking and routes. The study will be provided as reference material and is not a final design or required solution. The selected consultant is expected to use verified prior information efficiently, identify items requiring confirmation, and retain responsibility for its professional work.

The existing Veterans Memorial will remain in place as a separate feature. Relocation, alteration, reconstruction, or incorporation of the existing memorial into the new memorial is not part of this project.

The City submitted required materials to the Washington State Department of Commerce and initiated tribal consultation under Executive Order 21-02 on August 18, 2026. The consultant must comply with the completed review and any resulting conditions. No ground-disturbing investigation or work may occur until the City provides written authorization.

Project Objectives

- A complete, permanent memorial recognizing all six branches of the United States Armed Forces and supporting ceremonies, reflection, education, and year-round visitation.
- An ADA-compliant arrival and circulation system, including an appropriate accessible parking or drop-off strategy, continuous accessible route, gathering area, seating, and viewing experience.
- A respectful layout that protects graves, supports cemetery access and operations, and addresses utilities, drainage, maintenance, adjacent uses, and future cemetery needs.
- Durable, maintainable monument, hardscape, landscape, flagpole, recognition, lighting, and ceremonial elements appropriate to the site and Pacific Northwest climate.
- A complete base project that can be bid and constructed within available funding without depending on a later phase or future fundraising. Optional bid alternates may address enhancements only after the base project is complete and affordable.

Budget and Delivery Requirements

The project is supported by Washington State capital funding administered through the Department of Commerce. The City is planning the memorial as a complete project within a maximum total project budget of \$250,000. No additional funding may be assumed in the consultant's proposed approach, program, or schedule.

Project Planning Basis	
Maximum total project budget	\$250,000
Predesign/design planning basis	Approximately \$75,000
Construction-related planning basis	Approximately \$175,000
Funding completion deadline	June 30, 2027, unless an earlier agreement date applies

The planning allocation is not a guaranteed consultant fee, a request for price, or a selection criterion. The total project budget must account for professional services, authorized investigations, permits and fees, public works construction, tax, testing, contingencies, City-direct costs, construction-phase services, and closeout. The negotiated consultant scope and fee must preserve a credible construction budget.

The selected consultant will establish an early whole-project cost baseline and update the construction estimate and total-project reconciliation as design advances. If the desired program exceeds the available budget, the consultant must promptly recommend scope or design adjustments that preserve a complete, usable, and dignified base project.

Tentative Project Milestone	Target
Consultant contract / Notice to Proceed	By November 30, 2026
Validation, alternatives, and engagement	December 2026 – January 2027
Preferred concept through bid-ready design	January – March 2027
Public works bidding and award	March – April 2027
Construction, final completion, and closeout	April – June 30, 2027

Responding firms must identify a realistic delivery sequence, critical-path risks, team availability, and any schedule assumptions needed to meet these targets. A future funding extension or reappropriation is not guaranteed and may not be assumed.

Scope of Design Services

The anticipated scope below describes the full assignment. The final scope, schedule, deliverables, meetings, and fee will be negotiated with the highest-ranked firm. Work may be authorized sequentially by phase. Firms should demonstrate how they would organize and deliver the work but shall not submit a proposed fee.

Phase 1 – Validation and Cost Baseline

1. Review the 2024 site study, funding and cultural-resource information, cemetery records, available base data, and applicable City standards; identify information that can be used and items requiring verification.
2. Confirm site constraints affecting graves, property, topography, drainage, irrigation, utilities, access, parking, emergency/service vehicles, maintenance, ceremonies, adjacent residences, and permitting.
3. Prepare or coordinate the survey, mapping, utility research, and other authorized non-invasive investigations required for design. Identify any proposed subsurface work before it is undertaken.
4. Confirm the project program, permit path, working schedule, risk items, and whole-project budget baseline, including the construction budget available after professional and other project costs.

Phase 2 – Focused Alternatives and Engagement

5. Develop two focused schematic alternatives within the City-identified development area, using verified prior analysis where appropriate. Evaluate another site area or a third alternative only if a material feasibility issue warrants it.
6. Show the memorial program, accessible arrival and circulation, gathering space, branch and name recognition, flagpoles, ceremonial feature, seating, materials, landscape, utilities, drainage, and other essential site elements.
7. Provide understandable graphics, an alternatives comparison, constructability and permitting considerations, and an order-of-magnitude estimate and total-project budget reconciliation for each alternative.
8. Support a focused engagement program anticipated to include one veterans/stakeholder session, one public open house or Parks and Cemetery Board workshop, and one Council or leadership review before selection of a preferred concept.

Phase 3 – Design Development and Cost Alignment

9. Refine the selected concept into a coordinated basis of design addressing accessibility, grading, drainage, utilities, structural and electrical needs, monument and flagpole foundations, materials, planting, irrigation, furnishings, inscriptions, and maintenance.
10. Prepare approximately 30 percent and 60 percent design packages with updated construction estimates, total-project budget reconciliations, permit coordination, schedule updates, and responses to City review comments.
11. Identify and implement timely value or scope adjustments whenever the estimate is not aligned with the accepted construction budget or the \$250,000 total project ceiling.

Phase 4 – Bid Documents, Permitting, and Bidding

12. Prepare coordinated 90 percent and final plans, details, calculations, technical specifications, schedules, and estimates suitable for permit review and Washington public works bidding.
13. Coordinate the technical package with City front-end bid documents and applicable funding and cultural-resource requirements supplied by the City; respond to permit comments within the negotiated scope.
14. Support bidding through bidder questions, clarifications or addenda, technical bid review, and a recommendation regarding award; provide a conformed construction set if required.

Phase 5 – Construction Support and Closeout

The City intends to retain the selected design team through construction and closeout, subject to successful negotiation, performance, funding, and written authorization. Anticipated services include a preconstruction meeting, submittal and request-for-information review, agreed site observations, technical review of changes, substantial- and final-completion observations, punch lists, and closeout or record-document support.

SEPARATE CONSTRUCTION PROCUREMENT: The selected consultant will design and support the project; it will not construct the memorial under this RFQ. The City will select a construction contractor through a separate public works procurement.

City-Furnished Information and Project Conditions

- The Parks and Cemetery Manager will serve as the City project manager and provide consolidated City direction and review comments. Other City functions will participate at appropriate design, procurement, budget, communications, and construction checkpoints.
- The City will provide the 2024 site study, available photographs and cemetery/site records, funding and cultural-resource information, and applicable City contracting and public works documents.
- The City will lead official public notice and communications and will make final decisions regarding names, eligibility, inscriptions, donor recognition, and commemorative content.
- City-furnished information is provided for convenience. The consultant remains responsible for verifying information used in its professional work and identifying missing investigations, decisions, or authorizations early enough to protect the schedule and budget.
- No work may begin before written authorization, and no ground-disturbing field activity may occur before the City confirms the applicable cultural-resource clearance and conditions.

Qualification Statement Requirements

The objective of this RFQ is to obtain SOQs from qualified multidisciplinary consultant teams with demonstrated experience delivering civic, memorial, cemetery, park, plaza, or comparable public-realm projects. Submitted material should focus on qualifications, relevant experience, project understanding, team availability, design-to-budget methods, and the ability to meet the City's schedule.

SOQs shall be limited to 10 single-sided, letter-size pages, including the cover letter, organization chart, and resumes. A separate appendix of no more than one page identifying material exceptions to the City's standard Professional Services Agreement may be submitted and is excluded from the page limit. Elaborate or glossy qualification statements are neither expected nor desired.

To simplify comparisons during evaluation, information submitted shall be listed in the following order:

- Letter of Interest
- Summary of Qualifications, Experience, and Availability
- Project Team
- Project Understanding & Approach
- Design-to-Budget and Constructability
- List of Professional References

Letter of Interest

Provide a cover letter introducing the firm and its commitment to provide services to the City. Identify the legal firm name, performing office, primary contact, principal-in-charge, project manager, and the authorized representative submitting the SOQ.

Summary of Qualifications, Experience, and Availability

- Identify the prime consultant and subconsultants, relevant Washington professional licenses, length of time in business, and office location(s) from which the work will be supported.
- Provide no more than three comparable projects. For each, identify the client, dates, scope, key staff, construction value, bid-versus-estimate result if available, and a reference contact.
- Describe experience with ADA accessibility, public works bid documents, cost estimating, permitting, and construction support.
- Describe current workload, staffing capacity, and availability to meet the compressed project schedule.

Project Team

- Identify the project manager and key personnel, their roles, relevant experience, professional licenses, and availability.
- Identify subconsultants and the disciplines they will provide, including civil, structural, surveying, electrical, or other professional services required by the team's approach.
- Demonstrate that the proposed project manager and key personnel have experience carrying a public project from concept through bid-ready documents and construction closeout.

Project Understanding & Approach

Explain the team's understanding of the cemetery setting, prior conceptual work, accessibility and parking needs, cultural-resource conditions, focused engagement, the \$250,000 complete-project ceiling, and the June 2027 delivery requirement. Describe how verified prior work would be used efficiently without treating it as the required design. Include the proposed management approach, City coordination, quality control, schedule, critical assumptions, and project-specific risks.

Design-to-Budget and Constructability

Describe the team's estimating and budget-reconciliation methods, design checkpoints, value analysis, constructability review, contingency approach, and response when an estimate exceeds the accepted budget. Do not include prices, hourly rates, or proposed fees.

List of Professional References

Provide three professional references that can verify the firm's experience, performance, communication, schedule control, and quality on comparable projects. Local-government references are preferred where available.

The SOQ must be signed by an authorized representative. Links or supplemental brochures offered in place of the requested information will not be evaluated.

Conditions of Qualification Statement

This RFQ does not commit the City to award a contract, or defray any cost incurred in the preparation of a response, or contract for any services. SOQs and related records may be subject to disclosure under chapter 42.56 RCW. Material claimed exempt must be clearly identified and accompanied by the specific legal basis for exemption. The City cannot guarantee that marked material will be withheld.

State Funding and Cost Qualification Statement

This project is supported by Washington State capital funding administered through the Department of Commerce. The selected consultant will be required to comply with applicable funding conditions and cultural-resource requirements incorporated into the final agreement.

Do not include cost information in the SOQ. The method of payment and final consultant fee will be negotiated with the highest-ranked firm after selection. If negotiations are unsuccessful, the City may terminate negotiations and proceed to the next highest-ranked firm.

Evaluation Criteria

The City will first review SOQs for timely submission, completeness, responsiveness, required licensing, and minimum qualifications. Responsive SOQs will then be evaluated using the following criteria:

Criteria	Weight
Completeness of response to RFQ requirements	Pass/Fail
Project Understanding, Approach, and Project-Specific Risk Management	25%
Relevant Experience, Comparable Results, and Past Performance	20%
Project Team Qualifications, Roles, Availability, and Cohesion	20%
Design-to-Budget, Cost Control, Constructability, and Complete-Project Approach	25%
Project Management and Schedule Credibility	10%

Completeness of Response (Pass/Fail)

Responses must include the qualification statement content required by this RFQ and any issued addenda. Responses determined materially incomplete or nonresponsive may receive no further consideration.

PROJECT UNDERSTANDING, APPROACH, AND PROJECT-SPECIFIC RISK MANAGEMENT — 25%

- Demonstrated understanding of the Veterans Memorial project objectives, cemetery setting, prior conceptual work, project constraints, desired outcomes, and Washington State Department of Commerce funding requirements applicable to the project.
- Quality, completeness, and feasibility of the proposed approach to delivering the project from validation and concept development through final design, bidding, construction support, and closeout within the Department of Commerce funding term.
- Understanding of project-specific considerations, including accessibility, cemetery operations, protection of graves, cultural-resource requirements, stakeholder and public engagement, permitting, utilities, drainage, and adjacent uses.
- Identification of significant project risks and a practical approach to mitigating impacts to scope, budget, schedule, permitting, funding requirements, and timely project delivery.
- Approach to communication, coordination, and collaboration with City staff, veterans and stakeholders, regulatory agencies, the Department of Commerce as applicable, and other project participants.

RELEVANT EXPERIENCE, COMPARABLE RESULTS, AND PAST PERFORMANCE — 20%

- Demonstrated experience successfully delivering memorial, cemetery, civic, park, plaza, or comparable public-realm projects.
- Experience with projects of similar size, scope, complexity, schedule, and budget constraints.
- Experience preparing coordinated, bid-ready plans, specifications, estimates, and other documents for public works construction.

- Demonstrated success completing comparable projects on schedule and within established budgets.
- Quality of work, responsiveness, communication, and overall client satisfaction on comparable projects.
- Past performance as demonstrated through submitted project information and professional references.

PROJECT TEAM QUALIFICATIONS, ROLES, AVAILABILITY, AND COHESION — 20%

- Qualifications, relevant experience, and professional licensing of the proposed project manager and key personnel.
- Appropriateness of the proposed disciplines and technical expertise for the project.
- Clearly defined roles and responsibilities of the prime consultant, key personnel, and subconsultants.
- Relevant experience of key personnel on comparable projects and demonstrated ability of the proposed team to work effectively together.
- Availability and commitment of the project manager and key personnel to perform the work within the City's required schedule.
- Adequacy of staffing and resources to provide continuity throughout design, bidding, construction support, and closeout.

DESIGN-TO-BUDGET, COST CONTROL, CONSTRUCTABILITY, AND COMPLETE-PROJECT APPROACH — 25%

- Demonstrated understanding of the City's **\$250,000 maximum total project budget** and the need to preserve sufficient funding for construction and other project costs.
- Quality of the team's approach to cost estimating and reconciliation of construction estimates with the total project budget throughout design.
- Approach to design checkpoints, contingencies, value analysis, constructability review, and early identification of potential cost impacts.
- Demonstrated ability to identify and implement timely scope or design adjustments when estimates exceed the accepted construction budget or total project ceiling.
- Approach to balancing aesthetics, durability, accessibility, maintainability, constructability, and cost.
- Demonstrated ability to deliver a complete, functional, and dignified base project within available funding without relying on future funding or subsequent phases.

PROJECT MANAGEMENT AND SCHEDULE CREDIBILITY — 10%

- Quality and feasibility of the proposed project management, coordination, and decision-making approach.
- Ability to begin work promptly and provide adequate staffing and resources to meet the anticipated project schedule.
- Approach to managing consultant and subconsultant activities, City reviews, quality control, decisions, deliverables, and required approvals.
- Understanding of the project's compressed schedule and the need to complete construction and eligible project closeout within the Washington State Department of Commerce funding term, currently ending June 30, 2027.
- Identification of critical-path activities, schedule assumptions, dependencies, required approvals, and potential causes of delay.

- Demonstrated approach to proactively resolving schedule issues and maintaining progress through design, permitting, bidding, construction support, and closeout.

Interviews and Selection

The City intends to interview the three to five highest-ranked firms, if available. Interviews are anticipated to last approximately 30 minutes and will not require a formal presentation unless the City states otherwise in writing. Firms will respond to consistent questions addressing the proposed team, project judgment, budget and schedule control, and project-specific risks. No fee information will be requested or considered during qualifications evaluation or interviews.

Following interviews and reference checks, the evaluation panel will establish a documented final qualifications ranking using the published criteria and information obtained through the selection process. The City will then begin exclusive scope and fee negotiations with the highest-ranked firm. Ranking does not authorize work or constitute a contract award.

Tentative Timeline

Milestone	Target Date
City Published RFQ	October 02, 2026
Questions Due	October 13, 2026 – 3:00pm
SOQ Submission Deadline	October 30, 2026 – 2:00pm
Consultant Interviews	November 9–13, 2026
Consultant Contract / Notice to Proceed	Target by November 30, 2026

OpenGov is the controlling source for the final schedule, addenda, questions, and submission instructions. Firms are responsible for monitoring the event and acknowledging issued addenda.

Contract and Solicitation Conditions

- The selected consultant will enter into the City's standard Professional Services Agreement, modified as necessary to include applicable Department of Commerce and state-capital funding requirements. The final agreement will establish the authorized scope, deliverables, schedule, compensation, insurance, document rights, records, audit, and other contract terms.
- The City may phase or limit authorization of services. No work may begin before the applicable agreement and written Notice to Proceed or other written authorization are complete.
- The City provides equal opportunity in contracting and encourages participation by minority-owned, women-owned, and veteran-owned firms consistent with applicable law.

Reference Materials

The following materials are expected to be posted with the OpenGov event. The final OpenGov attachment index and issued addenda will control:

- 2024 Veterans Memorial Site Study Package and available current site photographs or base data.
- Applicable state-capital-funding materials and available cultural-resource consultation information or conditions.
- City of Washougal standard Professional Services Agreement and applicable state-funding clauses.

Submission

Submit one searchable PDF through the City of Washougal OpenGov Procurement Portal at <https://procurement.opengov.com/portal/cityofwashougal>. The target deadline is October 30, 2026, at the time stated in OpenGov; the final OpenGov timestamp controls. Email or hard-copy submittals will not be accepted unless authorized by written addendum. All questions must be submitted through OpenGov Q&A.

City of Washougal, Washington

PROFESSIONAL SERVICES AGREEMENT

Project Name Washougal Veterans Memorial – Landscape Architecture, Architecture, and Engineering Services

This Agreement made and entered into this _____ day of _____ 2026, by and between the City of Washougal, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City," and _____ hereinafter referred to as "Contractor," whose address is: _____.

WHEREAS, the City desires to engage the Contractor to provide Landscape Architecture, Architecture, and Engineering Services and other related professional services for Washougal Veterans Memorial, and Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES: The City hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement.

1. **Scope of Services:** Contractor agrees to:
 - a) See attached Scope and Rates in **SCOPE AND RATES DATED** _____
 - b) Notwithstanding the provisions of section 14, "Amendments," the City may add other related professional services at its discretion.

This Agreement is a purchase of professional services at the hourly rates set forth in EXHIBIT B. Payment for these services are for time and materials not to exceed \$ _____ unless authorized in writing by the City. If additional time is needed, please refer to Section 4 of this agreement. A written amendment must be attached.

2. **Relation of Parties:** The Contractor, its sub-consultants, agents and employees are independent contractors performing professional services for City and are not employees of the City. The Contractor, its sub-consultants, agents and employees, shall not, as a

result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub-consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

3. **Time of Performance:** The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed; services hereunder shall begin as of:

Begin date of January 1, 2026, and be completed as of:

End Date December 31, 2026.

4. **Delays and Extensions of Time:** If the Contractor is delayed at any time in the progress of providing service covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.
5. **Compensation and Schedule of Payments:** City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement, and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any. Payments will be submitted by mail or courier to City Hall located at 1701 C Street, Washougal, WA 98671. No faxed copies for payment will be accepted. Payments to Contractor shall be made within thirty (30) days from submission of each invoice.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's project name annotated on the executed copy of the contract **must** be referenced on any invoice submitted for payment.

6. **Ownership of Records and Documents:** All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the joint property of the City and Contractor. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Contractor.

7. **Termination:** This Agreement may be terminated by either party upon not less than fifteen (15) days written notice. Additionally, this Agreement may be suspended in accordance with Section I of City of Washougal Resolution 1051.
8. **Evaluation and Compliance with the Law:** The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.
9. **City Business and Occupation License & E-Verify Program:** Prior to performing work under this Agreement, Contractor shall secure a City of Washougal Business and Occupation License under W.M.C. 5.04.020.

The Contractor shall be registered with the Department of Homeland Security E-Verify Program. The Contractor shall provide a fully executed Declaration of Participation in E-Verify Program Form to the City. If the Contractor described herein uses a subcontractor in connection with the performance of the Contract, the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify program by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not knowingly employ or contract with an unauthorized alien.

10. **Liability and Hold Harmless:** Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder. All work shall be done at Contractor's risk.

The Contractor 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, to the extent caused by the negligent acts, omissions or misconduct 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence or misconduct. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

11. **Debarment, Suspension Or Ineligibility:** The Contractor, defined as the primary participant and its principals, certifies that to the best of its knowledge and belief that they:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions with the City;
- b) Have not within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above;
- d) Have not, within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause of default;
- e) Where the Contractor is unable to certify to any of the statements in this document, Contractor shall attach an explanation.

The Contractor agrees by submitting this contract that it shall not knowingly enter into any lower tier covered transaction with a person or business that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

12. **Insurance:** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

No Limitations: Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance: Contractors required insurance shall be of the types and coverage as stated below:

- a) **Automobile Liability:** insurance covering all owned, non-owned, hired and leased

vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

- b) **Commercial General Liability:** insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 0509 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- c) **Workers' Compensation:** coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance: Contractor shall maintain the following insurance limits:

- a) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

City Full Availability of Contractor Limits: If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the 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 City evidences limits of liability lower than those maintained by the Contractor.

Other Insurance Provision: The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best

rating of not less than A:VII.

Verification of Coverage: Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements required in this contract and evidence of all subcontractors' coverage.

Subcontractors' Insurance: The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

Notice of Cancellation: The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure to Maintain Insurance: Failure on the part of the Contractor 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 Contractor 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 Contractor from the City.

13. **Notices:** All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed, postage paid, as follows:

City:
City of Washougal
1701 "C" Street
Washougal, WA. 98671

Contractor:
NAME: Holly Inc.
ADDRESS: 250 Broadway 24th Floor
CITY STATE ZIP: New York, NY 10003

14. **Amendments:** This Agreement shall not be altered, changed, or amended, except by an instrument in writing executed by the parties hereto. Any changes in the scope of work

or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement.

15. **Scope of Agreement:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless set forth in this Agreement.
16. **Ratification:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
17. **Governing Law/Venue:** This Agreement shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The Contractor shall have legal authority to enter into this Agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

DATED this ____ day of _____, 2026.

CITY OF WASHOUGAL, a Municipal Corporation

BY: _____
City Manager

ATTEST:

Approved as to Form:

Finance Director

City Attorney

CONTRACTOR,

BY: _____

Title: _____

Scope of Service



DECLARATION OF PARTICIPATION IN E-VERIFY PROGRAM

Effective April 16, 2012 in accordance with Resolution No. 1051, the Contractor listed below declares that they are registered with and have entered into a Memorandum of Understanding with the Department of Homeland Security E-Verify Program.

If the Contractor described herein uses a subcontractor in connection with the performance of the Contract, the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify program by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not knowingly employ or contract with an unauthorized alien.

Contractor shall provide verification of compliance immediately upon any City request. Failure by Contractor to comply with such requests may be considered a breach of contract.

NAME OF BUSINESS: _____

ADDRESS: _____

PHONE: _____ **EMAIL:** _____

Dated this _____ day of _____, 20__.

Approved Agent of the Contractor

Title: _____

FOR CITY USE ONLY:

DATE RECEIVED:	NOTES: _____ _____ _____ _____ _____ _____
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