

PIERCE COUNTY FIRE DISTRICT NO.13
REQUEST FOR STATEMENTS OF QUALIFICATIONS
ARCHITECT- FIRE STATION REMODEL

I. PURPOSE OF REQUEST.

Pierce County Fire District No. 13, aka “Browns Point Dash/Point Fire Department” “FIRE DISTRICT”, is requesting Statements of Qualifications “SOQ” from qualified Architects “Consultants” to assist with the Scope of Work identified in Section VI of this RFQ.

It is FIRE DISTRICT’s intent to select the Consultant based on qualifications, abilities, past performance and the ability to perform the necessary work and to complete projects within timeframes specified. Once FIRE DISTRICT has reviewed the qualifications, one or more Consultants may be requested to provide additional information and/or participate in an interview process.

II. TIME SCHEDULE.

Issue RFQ	May 18, <u>2021</u>
Deadline for Submittal of Qualifications	June 30, <u>2021</u>
Notify Consultant Chosen	July 30, <u>2021</u>

III. INSTRUCTIONS TO PROPOSERS.

- A. Four (4) copies of the SOQ must be received by 4:30 p.m. on June 30, 2021. No faxed or e-mail documents will be accepted. It is the responsibility of the Consultant to ensure the SOQ arrives on time and to the correct location. Any SOQ received after the scheduled closing time shall be returned to the Consultant unopened.
- B. All SOQ’s shall be clearly marked as “Pierce County Fire District 13 Architect RFQ” and shall be mailed or delivered to:
- Pierce County Fire District 13
4815 Wa Tau Ga Ave NE,
Tacoma WA 98422
- C. Any additional information or addendums to this RFQ will be issued by FIRE DISTRICT prior to the submittal deadline. FIRE DISTRICT will mail or e-mail such information directly to known interested parties.
- D. SOQ’s should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request.

E. All qualifications must include the following information:

1. A cover letter/statement of interest indicating the Consultant's interest in working for FIRE DISTRICT and highlighting its qualifications to perform services related to public works projects.
2. A brief overview of the company, including how long in business, privately or publicly owned, etc.
3. Related experience with fire protection districts related public works projects or other public works projects and specific qualifications and resumes of Key team members.
4. At least three (3) references related to prior public works projects performed by Consultant, including entity name, contact person and telephone number.
5. A staffing plan that identifies the names and specific duties of Key staff that may perform work for FIRE DISTRICT including but not limited to responsible staff members that will provide the services identified in Exhibit A, and whether such services will be provided directly by Consultant or through the use of subcontractors.
6. If Consultant intends to use subcontractors to provide any of the services identified in Exhibit A, Consultant shall specifically identify such subcontractors and provide the information required in this section for each subcontractor.

IV. SELECTION CRITERIA.

The following may be used to evaluate the applicants:

- A. Demonstrated experience and expertise in fire service related public works projects.
- B. Previous overall experience of Consultant in managing similar public works projects.
- C. References.
- D. General impressions and presentation of qualifications.
- E. Preference will be given for Consultants located in the Puget Sound Region
- F. Demonstrated ability to meet requirements listed in Exhibit A.

V. TERMS AND CONDITIONS.

- A. FIRE DISTRICT reserves the right to reject any and all SOQs.
- B. FIRE DISTRICT reserves the right to request clarification of information submitted, and to request additional information from any Consultant.
- C. FIRE DISTRICT reserves the right to retain the services of the next most qualified Consultant, if the successful Consultant for any reason is unable to or refuses to provide

services when specifically requested by FIRE DISTRICT or if Consultant and FIRE DISTRICT are unable to agree on terms of engagement.

- E. FIRE DISTRICT shall not be responsible for any costs incurred by the Consultant in preparing, submitting or presenting its response to the RFQ.
- F. All materials submitted in response to this RFQ will be subject to public disclosure under the Washington State Public Records Act.
- G. The successful Consultant will be expected to enter into a contract substantially in the form set forth as **Exhibit B** or an AIA contract form as revised and approved by Fire District's legal counsel.

VI. SCOPE OF WORK.

See **Exhibit A** for additional project details.

This RFQ is for a specific project but FIRE DISTRICT reserves the right to use different Consultants for various portions of the project and also may use the Consultant for general services outside the scope of this Section on an as needed basis. Pierce County Fire District 13 will determine the priority and timelines for each project.

VII. OTHER INFORMATION.

Equal Opportunity Employment: The successful Consultant must comply with Washington State equal opportunity requirements. FIRE DISTRICT is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

Insurance Requirements: The selected Consultant shall maintain insurance that is sufficient to protect the Consultant's business against all applicable risks in a manner acceptable to FIRE DISTRICT. Consultant shall be required to provide FIRE DISTRICT with proof of insurance coverage and limits prior to execution of Agreement and may, but is not required, to include this information in its SOQ.

Non-Endorsement: As a result of the selection of a Consultant to supply services to FIRE DISTRICT, the Consultant agrees to make no reference to FIRE DISTRICT in any literature, promotional material, brochures, sales presentation or the like without the express written consent of FIRE DISTRICT.

Non-Collusion: Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

Compliance With Laws and Regulations: The Consultant that is retained to provide services to FIRE DISTRICT under this RFQ shall comply with federal, state and local laws, statutes and ordinances relative to the execution of all work performed. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste

reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

For additional information or explanation of the contents or intent of these specifications, please contact:

Fire Chief Jim Wassall

253-952-4776

VII. PUBLICATION.

Name of Publication:

Date:

_____, 2021

EXHIBIT A

SCOPE OF WORK

PCFD#13 aka “Browns Point/Dash Point Fire Department” is seeking submittals for Architectural design, engineering and construction oversight services in anticipation of a remodel of Station 77 located at 4815 Wa Tau Ga Ave NE, Tacoma WA 98422. The selected firm/firms would design, engineer, prepare plans, specifications, cost estimates, site and utility improvement drawings and general construction documents. They would also assist the District with construction oversight and inspection services during construction.

Fire Station 77 was built in the 1950’s and updated in the year 2000. This building serves as our headquarters for command staff and general business, first due response center, residents' quarters, training facility, and public meeting center. There is also a 24ft x 32ft single story wood garage on the property. PCFD#13 envisions demolishing the wooden garage and adding two or three apparatus bays with additional resident’s quarters above. Covid 19 concerns, additional staffing needs, gender separate facilities, individual bedrooms, OSHA requirements for indoor air quality, and response considerations for the proposed new development of the adjacent Town Center property to a Senior living facility in 2022 are all driving this plan.

PCFD#13 is a Volunteer department led by a fulltime Chief, Training Captain and MSO. We have two stations and serve approximately 3,000 residents in a five square mile area situated in NE Pierce County. Our Business Plan, Strategic Plan, Work Plan, Capital Facilities Plan, and Annual report can be viewed on our web site at www.pcf13.org

EXHIBIT B
PIERCE COUNTY FIRE DISTRICT NO. 13

THIS AGREEMENT is made and entered into between Pierce County Fire District 13, of Pierce County, Washington (“FIRE DISTRICT”) and _____, providing professional architectural services with offices at _____ (“Consultant”).

1. Scope of Services. FIRE DISTRICT retains Consultant to perform the Services designated in **EXHIBIT A** “the Services” together with such other services as requested by FIRE DISTRICT. All services provided shall be performed at the direction of FIRE DISTRICT. Consultant agrees to use competent and experienced personnel to provide the services necessary to complete the Services in accordance with the agreed project schedule and in a competent and professional manner and to furnish or procure the use of incidental services, equipment, and facilities as necessary for the completion of the Services. FIRE DISTRICT reserves the right to approve the primary personnel designated by Consultant to perform services under this Agreement. This Agreement is not intended to create a relationship in which FIRE DISTRICT contracts exclusively with Consultant for similar or related services or in which the Consultant serves FIRE DISTRICT as its sole client. FIRE DISTRICT reserves the right to use the services of other Consultants for both general and specific projects at FIRE DISTRICT’s sole discretion.

2. Term. This Agreement shall be for a _____ term, commencing from _____ and shall terminate on _____; provided, however, either party may terminate this Agreement at any time upon twenty (20) days written notice to the other party by certified mail, return receipt requested, to the other party’s business office.

3. Payment. Payment for the Services referenced on **EXHIBIT A** shall be made as follows:
 - 3.1. Cost of Services. The total cost for all services, personnel, materials, supplies, and equipment used in performing the Services shall be \$_____. Should the Consultant either perform or propose to perform services or incur expenses to which it believes it should be entitled to compensation in excess of the stated limit either for the total or for one or more itemized tasks, FIRE DISTRICT shall not be obligated to pay for such services or expenses unless the excess compensation has been negotiated between the parties prior to the performance of the services or incurring of the expenses.

 - 3.2. Billing Procedures. The Consultant shall submit invoices for services rendered to FIRE DISTRICT for approval and payment on a monthly basis. Payment shall be made within 30 days of receipt of the invoice following verification and approval of the invoice by FIRE DISTRICT. Consultant shall submit complete documentation for the invoices in a form acceptable to FIRE DISTRICT.

 - 3.3. Full Payment. Payment 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.

- 3.4. Partial Payment. If any Services covered by this Agreement are suspended or abandoned by FIRE DISTRICT, the Consultant shall be paid for services performed prior to the date that written notification of abandonment is provided to Consultant; provided, however, such payment shall only be owing if Consultant performed such services in a professional and non-negligent manner consistent with the terms of this Agreement.
4. Ownership of Documents. Ownership of Documents created pursuant to this Agreement shall be determined as follows:
- 4.1. Work Product. As a result of providing the Services to FIRE DISTRICT, the Consultant will create certain instruments of professional services as a work for hire which will take the form of traditional project documents such as hard copy drawings, designs, mylars, specifications, renderings of surveys, survey data, and like items; these may also take the form of computer-ready data sets such as CADD, word processing, electronic spread sheets and/or databases; in addition, the Consultant's instruments of professional service may be represented in the form of computer programs, software and materials (except for pre-existing intellectual property, all of the foregoing instruments of professional service collectively referred to as "Work Product"). FIRE DISTRICT acknowledges this Work Product as instruments of professional service. However, such Work Product created solely under this Agreement shall become the property of FIRE DISTRICT on payment in full of all monies due to the Consultant for such Work Product. FIRE DISTRICT shall own all copyrights to such Work Product, and Consultant agrees to assign all ownership rights to such Work Product to FIRE DISTRICT. The Consultant cannot guarantee the authenticity, integrity or completeness of Work Product supplied in electronic format ("Electronic Files"). FIRE DISTRICT shall release, indemnify and hold the Consultant, its officers, employees, consultants and agents harmless from any claims, or damages arising from the use of Electronic Files. Electronic Files will not contain stamps or seals and are not to be used for any purpose other than that for which they were transmitted.
- 4.2. Work Product Modifications. Upon its sole risk, FIRE DISTRICT may make modification to the Work Product without the prior written authorization of the Consultant. FIRE DISTRICT agrees to waive any claim against the Consultant arising from FIRE DISTRICT's reuse or modification of any such Work Product.
- 4.3. Possession of Work Product. The Consultant shall hold on FIRE DISTRICT's behalf, original reproducible copies of all designs and as-built drawings for a period of three (3) years for the date of substantial completion. Computer-ready data shall be provided to FIRE DISTRICT, if requested, on a data disk compatible with FIRE DISTRICT's computer equipment and programs. Consultant may not use Work Product specifically developed for and paid for by FIRE DISTRICT, for non-FIRE DISTRICT projects, without the prior written authorization of FIRE DISTRICT upon such terms and conditions imposed by FIRE DISTRICT.
5. Indemnification. The Consultant shall indemnify, defend and hold harmless FIRE DISTRICT its officers, and employees from and against any and all claims, losses or liability, including reasonable attorney's fees, arising from injury or death to persons or damage to property to the proportionate extent caused by any negligent act, omission or failure of the Consultant, its

officers, agents employees, volunteers and subcontractors in performing the Services required by the Agreement. With respect to the performance of this Agreement and as to claims against FIRE DISTRICT, its officers, agents employees and volunteers, the Consultant expressly waives its immunity under Title 51 of the Revised Code of Washington (RCW), the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Consultant. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of FIRE DISTRICT, its officers, agents employees and volunteers. To the extent any of the damages reference by this paragraph were caused by or resulted from the concurrent negligence of FIRE DISTRICT, its officers, agents employees or volunteers, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Consultant, its officers, agents employees and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement or the retention of the Consultant pursuant to this Agreement.

6. Insurance. The Consultant shall maintain and Consultant shall ensure that each subcontractor maintains in force the following types and amounts of insurance covering the Services rendered under this Agreement.
 - 6.1. Workers Compensation. Current workers' compensation insurance in compliance with State and Federal statutes.
 - 6.2. General Liability. Commercial General Liability Insurance, written on an insurance industry standard occurrence form, with limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate.
 - 6.3. Automobile Liability. Comprehensive Automobile liability insurance covering bodily injury and property damage with combined single limits of One Million Dollars (\$1,000,000).
 - 6.4. Professional Liability. Professional liability insurance (errors and omissions insurance) with limits no less than One Million Dollars (\$1,000,000) per claim.
 - 6.5. Policy Requirements. The insurance policies shall: (1) state that coverage shall apply separately to each insured and additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) except for Workers Compensation and Professional Liability policies, be primary to any insurance maintained by FIRE DISTRICT, except as respects losses attributable to the sole negligence of FIRE DISTRICT; and (3) shall state that FIRE DISTRICT will be given thirty (30) days prior written notice of any cancellation, suspension, or material change in coverage.
 - 6.6. Named Additional Insured. Except for Workers Compensation and Professional Liability policies, FIRE DISTRICT shall be named as an additional insured on the Liability Insurance policies with regard to the Services performed by or on behalf of the Consultant,

and a copy of the endorsement naming FIRE DISTRICT as an additional insured shall be attached to the Certificate of Insurance.

- 6.7. Certificate of Insurance. Before commencing work under this Agreement, the Consultant shall deliver to FIRE DISTRICT a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Consultant delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:
 - 6.8. An ACORD certificate or a form determined by the Owner to be equivalent.
 - 6.8.1. Copies of all endorsements naming FIRE DISTRICT and all other entities listed in Paragraph 6.6 as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
 - 6.8.2. Any other amendatory endorsements to show the coverage required herein.
- 6.9. No Liability Limitation. Nothing in this Section, including without limitation the specification of minimum insurance limits, shall constitute or be construed or interpreted to constitute a limit on the Consultant's liability to FIRE DISTRICT. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.
7. Conflicts of Interest. Consultant agrees not to perform similar services for private parties on projects within FIRE DISTRICT if the performance of such services conflict in any way with the Consultant's performance of the Services for FIRE DISTRICT.
8. Warranty. Consultant agrees and warrants that the Services shall be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and same or similar locality. When the findings and recommendations of Consultant are based upon information supplied by FIRE DISTRICT and others, Consultant is entitled to rely on such information.
9. Independent Contractor. The Consultant and FIRE DISTRICT agree the Consultant is an independent contractor with respect to the Services. Nothing in this Agreement shall be considered to create the relationship of employer or employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded to FIRE DISTRICT employees by virtue of the Services provided under this Agreement. FIRE DISTRICT shall not be responsible for withholding or otherwise deducting federal income tax or social security, or for contributing to the State Industrial Insurance program, or for otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.
10. Special Services. Special services may be required in conjunction with the Services that are outside the professional expertise of Consultant. When, in the opinion of the Consultant, such expertise is required to complete the Services, the Consultant shall so advise FIRE DISTRICT. FIRE DISTRICT may directly obtain such special professional expertise and pay the cost

thereof or, FIRE DISTRICT, at its sole discretion, may direct Consultant to retain such special expertise and pay the cost thereof, subject to reimbursement by FIRE DISTRICT plus ten percent (10%) for administration, taxes and insurance.

11. Compliance With Laws. The Consultant shall, in performing the Services, faithfully observe and comply with all federal, state and local laws, ordinances and regulations, applicable to the Services.

12. Assignment of Contract/Subcontractors. Consultant shall not assign this contract or assign or subcontract all or any portion of the work of any Services without prior FIRE DISTRICT approval.

13. Dispute Resolution.

13.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

13.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Pierce County Superior Court, Pierce County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party in the arbitration, shall be entitled to its reasonable attorney fees and costs including expert witness fees.

13.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Pierce County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

13.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

14. Miscellaneous.

- 14.1. Entire Agreement. This Agreement, and its attachments, contains the entire understanding between FIRE DISTRICT and Consultant relating to the Services. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications or amendments to this Agreement shall be in writing and shall be signed by the parties to this Agreement. Services to be performed by Consultant for FIRE DISTRICT that are outside the scope of Services under this Agreement shall be performed pursuant to separately negotiated written agreements.
- 14.2. Non-Waiver. Waiver or forbearance by FIRE DISTRICT of any provision of the Agreement or any time limitation provided for in this Agreement shall be limited to the single instance of waiver or forbearance and shall not constitute an agreement by FIRE DISTRICT to waive or forbear in the future with respect to similar instances, nor shall any such waiver or forbearance constitute a waiver or forbearance with respect to any other provision of this Agreement.
- 14.3. Law/Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington. Any litigation arising out of or in connection with this Agreement shall be filed and conducted in Pierce County Superior Court.
- 14.4. Savings Clause. If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall continue in full force and effect, and no provisions shall be deemed to depend upon any other provision unless so expressed herein.
- 14.5. Document Use. Reuse of any such materials by FIRE DISTRICT on any extension of this project or any other project without the written authorization of Consultant shall be at FIRE DISTRICT's sole risk.
- 14.6. Responsibility for Others. Consultant shall be responsible to FIRE DISTRICT for Consultant Services and the services of Consultant subcontractors. Consultant shall not be responsible for the acts or omissions of other parties engaged by FIRE DISTRICT nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.
- 14.7. Consequential Damages. Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Dated: _____

Dated: _____

PIERCE COUNTY FIRE DISTRICT NO. 13

CONSULTANT

By: _____

By: _____

By: _____