



**ADDENDUM #002  
REQUEST FOR PROPOSALS  
GESA STADIUM SOUND SYSTEM  
DESIGN AND INSTALLATION**

This addendum is hereby issued and made a part of the Request for Proposal (RFP) for Gesa Stadium Sound System Design and Installation.

**Modifications**

1. The RFP Schedule has been changed.  
Submittals are now due on:

**Monday October 14, 2019 at 4:00pm**

**Facility Tour**

1. The City and Dust Devil Representatives will be hosting a tour of the facility on Wednesday October 9, 2019 at 1:00pm. If you would like to participate, please send an email to Samantha McCanse, Procurement Specialist, [mccanses@pasco-wa.gov](mailto:mccanses@pasco-wa.gov).

Address: Gesa Stadium  
6200 Burden Boulevard  
Pasco, WA 99301

**Clarifications**

1. Fee Schedule: The City is requesting a fee schedule that encompasses design, equipment and installation of the sound system.
2. Prevailing wage is required

**Attachments**

Attachment A: Example of the City's Professional Service Agreement

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**NOTICE** is hereby given that **must be signed and enclosed** with the RFP submittal for the **Gesa stadium Sound System Design and Installation** as evidence that consultants have familiarized themselves with all information incorporated herein.

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Company Name

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Name (Please Print)

Title

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Signature

**This addendum will be Posted to the City Website on October 3, 2019**

**ATTACHMENT A  
EXAMPLE**

**PROFESSIONAL SERVICES AGREEMENT**

**{PROJECT NAME}  
Agreement No. XXXXX**

**THIS AGREEMENT** is made and entered into between the City of Pasco, a Washington Municipal Corporation, hereinafter referred to as “City”, and {CONSULTANT}, hereinafter referred to as “Consultant,” on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**RECITALS**

**WHEREAS**, the City desires to have certain services and/or tasks performed as set forth below requiring specialized skills, training, equipment, and other supportive capabilities; and

**WHEREAS**, the Consultant represents that it is qualified and possesses sufficient skills, experience, equipment, and necessary capabilities, including: technical and professional expertise, when required, to perform the services and/or tasks as set forth in this Agreement upon which the City is relying.

**NOW, THEREFORE**, in consideration of the mutual covenants, and performances contained herein, the parties agree as follows:

- 1. Scope of Services.** The Consultant shall perform such services and accomplish such tasks, including the furnishing of all labor, materials, facilities and equipment necessary for full performance thereof, as identified and designated as Consultant’s Responsibilities throughout this Agreement, and as more particularly described in Scope of Work detailed in Exhibit A, attached hereto and incorporated herein (the “Project”).
- 2. Term.** This Project shall begin on the execution date listed above and promptly be completed by XXXXXX.
- 3. Compensation and Payment.**
  - 3.1 Payment for services provided hereunder shall be made following the performance of such services. 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.
  - 3.2 No payment shall be made for any services rendered by the Consultant except for services identified and set forth in this Agreement except as may be authorized by a written supplemental agreement approved by the City.
  - 3.3 The City shall pay the Consultant for work performed under this Agreement upon timely submitted invoices detailing work performed and expenses for which reimbursement is sought. The City shall approve all invoices before payment is

issued. Payment shall occur within thirty (30) days of receipt and approval of an invoice.

3.4 The City shall pay the Consultant for all work performed and expenses incurred under this Agreement, as follows.

- Hourly (Single Rate): \$\_\_\_\_\_ per hour plus actual expenses incurred as provided under this Agreement, but not to exceed a total of \$\_\_\_\_\_ without prior written authorization by the City; or
- Hourly (Multiple Rate): Such rates as identified on Exhibit A, plus actual expenses incurred as provided under this Agreement, but not to exceed a total of \$\_\_\_\_\_ without the prior written authorization by the City; or
- Fixed Sum: A total of \$\_\_\_\_\_ ; or
- Other: \_\_\_\_\_

**4. Reports and Inspections.**

4.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, studies, surveys, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

4.2 The Consultant shall, at any time during normal business hours and as often as the City or the Washington State Auditor may reasonably deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City, or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to this Agreement. Consultant shall be provided a copy of such reports.

4.3 The Consultant, during the term of this Agreement, shall obtain all permits and registration documents necessary for the performance of its work and for the execution of services at its own expense, and shall maintain its validity. Upon request, the Consultant shall deliver to the City copies of these licenses, registration documents, and permits or proof of their issuance or renewal.

4.4 Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this

Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit as provided above.

- 4.5 The Consultant shall retain all books, records, documents or other material relevant to this Agreement for three (3) years after its expiration. Consultant agrees that the City, or its designee, shall have full access and right to examine any of said materials at all reasonable times during this period.

## **5. Ownership and Use of Documents.**

- 5.1 All research, tests, surveys, preliminary data, information, drawings and documents made, collected, or prepared by the Consultant for performing the services subject to this Agreement, as well as any final product, collectively referred to as “work product,” shall be deemed as the exclusive property of the City, including copyright as secured thereon. Consultant may not use them except in connection with the performance of the services under this Agreement or with the prior written consent of the City. Any prior copyrighted materials owned by the Consultant and utilized in the performance of the services under this Agreement, or embedded in with the materials, products and services provided thereunder, shall remain the property of the Consultant subject to a license granted to the City for their continued use of the products and services provided under this Agreement. Any work product used by the Consultant in the performance of these services which it deems as “confidential,” “proprietary,” or a “trade secret” shall be conspicuously designated as such.
- 5.2 In the event of Consultant’s default, or in the event that this Agreement is terminated prior to its completion, the work product of the Consultant, along with a summary of the services performed to date of default or termination, shall become the property of the City, and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of services provided shall be prepared at no additional cost, if the Agreement is terminated through default by the Consultant. If the Agreement is terminated through convenience by the City, the City agrees to pay Consultant for the preparation of the summary of services provided.

## **6. Public Records.**

- 6.1 Consultant acknowledges that the City is an agency subject to Chapter 42.56 RCW “Public Records Act.” All preliminary drafts or notes prepared or gathered by the Consultant, and recommendations of the Consultant are exempt prior to the acceptance by the City or public citation by the City in connection with City action.
- 6.2 If the Consultant becomes a custodian of public records of the City and request for such records is received by the City, the Consultant shall respond to the request by the City for such records within five (5) business days by either

providing the records, or by identifying in writing the additional time necessary to provide the records with a description of the reasons why additional time is needed. Such additional time shall not exceed twenty (20) business days unless extraordinary good cause is shown.

- 6.3 In the event the City receives a public records request for protected work product of the Consultant within its possession, the City shall, prior to the release of any protected work product or as a result of a public records request or subpoena, provide Consultant at least ten (10) business days prior written notice of the pending release and to reasonably cooperate with any legal action which may be initiated by the Consultant to enjoin or otherwise prevent such release.

## **7. Independent Contractor Relationship.**

- 7.1 The parties intend that an independent contractor relationship is created by this Agreement. The City is interested primarily in the results to be achieved; subject to the scope of services and the specific requirements of this Agreement, the implementation of services will lie solely with the discretion of the Consultant. No agent, employee, officer or representative of the Consultant shall be deemed to be an employee, agent, officer, or representative of the City for any purpose, and the employees of the Consultant are not entitled to any of the benefits or privileges the City provides for its employees. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, officers, subcontractors or representatives during the performance of this Agreement.
- 7.2 In the performance of the services provided in this Agreement, Consultant is an independent contractor with full authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.
- 7.3 The Consultant shall comply with all State and Federal laws including, but not limited to:
- 7.3.1 The definition requirements of RCW 50.04.140 (Employment Security).
  - 7.3.2 RCW 51.08.195 (Industrial Insurance).
  - 7.3.3 Obtain a City of Pasco business license.
- 7.4 The City may, at its sole discretion, require the Consultant to remove any employee, agent or servant from employment on this Project who, in the City's sole discretion, may be detrimental to the City's interest.

## **8. Indemnification.**

- 8.1 The Consultant shall defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from any and all claims and causes of action, including, but not limited to, actions of law or administrative proceedings for all injuries to persons or damages to property, and all losses, damages, demands, suits, judgments, including attorney fees, arising out of, or as a result of, or in connection with the work performed under this Agreement, and caused or occasioned in whole or in part by reason of errors, negligent acts or omissions of the Consultant or its subcontractors in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City, its officers, employees, agents, and volunteers.
- 8.2 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 injuries or damages to property caused by or resulting from the concurrent negligence of the Consultant, and the City, its officers, employees, agents and volunteers, the Consultant's liability and obligation to defend hereunder shall only be the proportionate extent of the Consultant's negligence.
- 8.3 It is further agreed that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.
- 8.4 No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- 8.5 This indemnification shall include damages, penalties and attorney fees sustained as a result of Consultant's delayed or failed performance of Section 6 above.
- 8.6 This waiver has been mutually negotiated by the parties, and the provisions of this section shall survive the expiration or termination of this Agreement.

**9. Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

9.1 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

9.1.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

9.1.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

9.1.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

9.1.4 Professional Liability insurance appropriate to the Consultant's profession.

9.2 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

9.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

9.2.2 Commercial General Liability insurance shall be written with limits no less than:

- \$1,000,000 each occurrence;
- \$2,000,000 general aggregate; or
- \$\_\_\_\_\_ each occurrence; and \$\_\_\_\_\_ general aggregate

9.2.3 Professional Liability insurance shall be written with limits no less than:

- \$1,000,000 per claim;
- \$1,000,000 policy aggregate limit; or
- \$\_\_\_\_\_ per claim; and \$\_\_\_\_\_ per policy aggregate limit

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

9.3.1 The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

9.3.2 The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

- 9.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 9.5 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement evidencing the insurance requirements of the Consultant before commencement of the work.
10. **Nondiscrimination.** In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that applicants are employed, and that employees are treated during employment in the performance of this Agreement without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and Federal laws prohibiting discrimination in employment.
11. **Covenant Against Contingent Fees.** The Consultant warrants that it has not employed nor retained any company, firm, or person, other than a bona fide employee working exclusively for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company, person or firm, other than a bona fide employee working exclusively for the Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement.
12. **Assignment and Subcontracting.**
- 12.1 The City has awarded this Agreement to the Consultant due to its unique qualifications to perform these services. The Consultant shall not assign (or subcontract other than as specifically identified in Exhibit A) its performance under this Agreement or any portions of this Agreement without the prior written consent of the City, which consent must be sought at least thirty (30) days prior to the date of any proposed assignment.
- 12.2 Any work or services assigned or subcontracted hereunder shall be subject to each provision of this Agreement including Section 6, Public Records; Section 10, Nondiscrimination; proper bidding procedures where applicable; and all local, State and Federal statutes, ordinances and guidelines.
- 12.3 Any technical or professional service subcontract not listed in this Agreement, must have prior written approval by the City.



**13. Termination.**

- 13.1 Termination for Convenience. Either party may terminate this Agreement for any reason upon giving the other party no less than ten (10) business days written notice in advance of the effective date of such termination.
- 13.2 Termination for Cause. If the Consultant fails to perform in the manner called for in this Agreement, or if the Consultant fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within five (5) business days of written notice thereof, the City may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid for services and expenses complying with the terms of this Agreement, incurred prior to termination.

**14. General Provisions.**

- 14.1 For the purpose of this Agreement, time is of the essence.
- 14.2 Notice. Notice provided for in this Agreement shall be sent by:
  - 14.2.1 Personal service upon the Project Administrators.
  - 14.2.2 Certified mail to the physical address of the parties, or by electronic transmission to the e-mail addresses designated for the parties below.
- 14.3 The Project Administrator for the purpose of this Agreement shall be:
  - 14.3.1 For the City: Zach Ratkai, or his/her designee  
A&CS Director  
525 North 3<sup>rd</sup>  
PO Box 293  
Pasco WA 99301  
[ratkaiz@pasco-wa.gov](mailto:ratkaiz@pasco-wa.gov)
  - 14.3.2 For the Consultant: XXXXXXXXXXXX, or his/her designee  
XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX  
[XXXXXXXXXX](#) (e-mail address)

**15. Dispute Resolution.**

- 15.1 This Agreement has been and shall be construed as having been made and entered into and delivered within the State of Washington and it is agreed by each party

hereto that this Agreement shall be governed by the laws of the State of Washington.

- 15.2 In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the Project Administrators, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other.
16. **Nonwaiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other similar event or other provision of this Agreement.
17. **Integration.** This Agreement between the parties consists in its entirety of this document and any exhibits, schedules or attachments. Any modification of this Agreement or change order affecting this Agreement shall be in writing and signed by both parties.
18. **Authorization.** By signature below, each party warrants that they are authorized and empowered to execute this Agreement binding the City and the Consultant respectively.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF PASCO, WASHINGTON**

**CONSULTANT**

\_\_\_\_\_  
Richa Sigdel, Finance Director

\_\_\_\_\_  
{CONSULTANT}

**ATTEST:**

\_\_\_\_\_  
Debra Barham, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kerr Ferguson Law, PLLC, City Attorney