

March 31, 2009

The Highlands Neighborhood Association is requesting qualifications from individuals or firms interested in assisting the HNA to become an effective community partner in comprehensive neighborhood revitalization. Under the direction of the HNA with assistance from the City of Longview, a “Community Coach” will be selected from interested firms and/or individuals to perform grassroots organizing and community development in accordance with Kaiser Permanente--Community Fund at Northwest Health Foundation grant guidelines.

***Individuals or firms interested in performing this work must obtain a copy of the Request for Qualifications (RFQ) in the Community Development Department located at 1525 Broadway, Longview, Washington 98632, 360.442.5086 or online at [www.mylongview.com](http://www.mylongview.com).***

***If you have questions about the request, contact John Brickey, Community Development Director, City of Longview, 360.442.5080; fax 360.442.5953 , or by email: [john.brickey@ci.longview.wa.us](mailto:john.brickey@ci.longview.wa.us).***

***or***

***Robbie Berg, Human Resources Director, City of Longview, 360.442.5020; fax: 360.442.5950; or by email: [robbie.berg@ci.longview.wa.us](mailto:robbie.berg@ci.longview.wa.us). Documents relating to this request may be reviewed at the same address.***

To be considered for this work, all submittal requirements of the Request for Qualifications must be met. Statements of qualifications may be submitted to John Brickey or Robbie Berg at 1525 Broadway, Longview, Washington 98632 until 4:00PM on Wednesday, April 15, 2009.

Request for Qualifications  
**Highlands Neighborhood Association  
Community Coach**

Initial Screening Date: April 15, 2009

The Highlands Neighborhood Association (HNA) in the City of Longview is seeking Statements of Qualifications (SOQ) from individuals and/or firms that are interested, experienced, and knowledgeable in grassroots organizing and community development.

Longview is located in Cowlitz County approximately 45 minutes North of Portland, OR. The community has a population of approximately 36,000 residents and a geographic size of approximately 14 square miles. Longview is a well established community with diverse neighborhoods. The Highlands is one of Longview's neighborhoods. The Highlands neighborhood is a very densely populated neighborhood averaging 3 persons per household and almost 8,200 persons per square mile. Its small, modest homes contain the city's highest concentration of families (46%), youth (37%), and households headed by a single-parent (29%). The Highlands is culturally diverse and contains the city's greatest population of minorities. A poverty rate of 34% and distribution of public assistance to 19% of its households has made the Highlands neighborhood a critical strategic interest of the Longview City Council.

Longview has also been experiencing some of the highest rates of crime within Washington State since 2000, particularly crimes against persons and certain types of property crime. The Highlands neighborhood consists of about 4,500 persons in 1,500 households, and represents a disproportionate number of police calls for service – about 150% of the rate that would be expected, based on population alone, and representing one in every five calls (2006 Longview Police Department Data). Addressing the crime problem in Longview is also a top priority for the Longview City Council, and specifically addressing the issue of crime in the Highlands is key to achieving a successful reduction in crime in our community.

The Highlands Neighborhood Revitalization Plan was adopted by Council in June of 2008. The Plan identifies a multitude of strategies that the neighborhood, the city and the community can employ to achieve the goal of revitalization for the Highlands. The creation of a Highlands Neighborhood Association and use of a Community Coach has been determined to be the preferred way to implement the strategies and achieve the goal of revitalization. The Highlands Neighborhood Association (HNA) was also created in June of 2008 and has been very active in implementing some of the basic strategies identified in the Plan. The HNA board consists of dedicated Highlands neighborhood residents with limited experience and resources. These individuals share a vision of a revitalized family neighborhood and have worked tirelessly toward that end since the inception of the HNA. The HNA needs further assistance to be successful in revitalizing their neighborhood.

The HNA, assisted by the City, applied for and received a grant from the Kaiser Permanente Community Fund At Northwest Health Foundation to fund a Highlands Community Coach for a period of three years. The Coach will assist the HNA to become an effective community partner in comprehensive neighborhood revitalization. The primary goal is to strengthen the capacity of residents to shape, steer and influence the renewal of their neighborhood. This will be accomplished through strengthening community based leadership and building long term strategic alliances among community, social service organizations, faith community, foundations, labor, social justice and other public interest organizations. The Coach will be acting in the capacity of an independent contractor and not as an employee of the HNA or the City of Longview.

The coach will have four distinct roles in executing the grant for the HNA:

- I. Organizational Development: To include assisting the HNA to achieve 501(c)(3) status, conducting training with board members, helping identify organizational problems, identifying potential community leaders in the neighborhood, and expanding HNA membership.
- II. Community Resources Development: Assisting the HNA to build networks capable of large scale mobilization and change.
- III. Project Management: Assisting in developing and launching campaigns around issues of neighborhood interest, implementation of community project work that focuses on the determinants of health, training HNA and the community in project management skills, and supporting the HNA in brokering community partnership that will bring resources to the community to support change on a larger scale.
- IV. Sustainability: Training the community in resource development, including grants management and fundraising skills and assisting in developing an organizational structure that will retain the neighborhood's ability for self-determination.

## **DESIRABLE QUALIFICATIONS**

- Masters Degree in Social Work or Community Development
- 3-5 years experience in social work/community organizing/community revitalization initiatives

## **DESIRABLE SKILLS AND QUALITIES**

- Prior experience in grassroots organizing and community development
- Understanding of environmental and social justice principles, social determinants of health, and low-income as well as minority community issues and concerns
- Ability to be flexible and adaptable to reach desired goals
- Bilingual skills for English and Spanish communications
- Web-site, database, and general computer skills

- Ability to work in a fast-paced, team-oriented environment managing various timelines
- Commitment to innovative strategies towards social change
- Effective time management
- Sense of humor!

Successful candidates and/or firms must possess a suitable combination of skills, experience, education to perform the essential functions and roles as outlined above.

## **SCHEDULE AND DELIVERABLES**

The coaching activities will begin May 1, 2009 or before and continue for thirty six (36) months. The primary tasks of the Community Coach are outlined below.

### Year 1

- HNA organizational development, with emphasis on:
  - roles & responsibilities
  - conflict management/interpersonal skills
  - effective community education & organizing campaigns
  - achieving 501(c)(3) status
  - formation of the Highlands Resource Coordination Council
  - establishing project evaluation methods and media relations
- Identify outlets and approaches for recruiting members and expanding volunteerism
- Assist the HNA in developing annual work plans
- Identify key community partners and partnership opportunities for Year 2 and Year 3 activities as well as long-term involvement

### Year 2

- Align community partners and resources to accomplish Year 2 work program
  - Support the neighborhood in completing one new informational/organizing campaign
  - Support the neighborhood in holding two community celebration events
  - Support the neighborhood in completing one new service activity
  - Support the neighborhood in planning and initiating one new multi-year activity in conjunction with an outside partner
  - Expand training opportunities in:
    - Project Management skills
    - Project Evaluation skills (Year 1 report; refinement of performance indicators)
    - Effective Committees
- Continue organizational development and expansion of membership/volunteers

### Year 3

- Align community partners and resources to accomplish Year 3 work program
  - Support the neighborhood in completing one new informational/organizing campaign
  - Support the neighborhood in community celebration events
  - Support the neighborhood in completing two new service activities
  - Support the neighborhood in planning and initiation one additional multi-year activity in conjunction with an outside partner

- Develop Year 4 and Year 5 work program
- Outline steps needed to create a neighborhood community development corporation
- Continued training, organizational development and expansion of membership/volunteers

Progress reports will be prepared by the coach and submitted to the HNA for submission to the Northwest Health Foundation as follows:

<u>Due Date</u>	<u>Report Type</u>
5/15/2009	Interim 1
11/15/2009	Interim 2
5/15/2010	Interim 3
11/15/2010	Interim 4
5/15/2011	Interim 5
1/15/2012	Final

## **EVALUATION AND AWARD PROCESS**

One or more individuals or firms will be selected for an interview based upon the following criteria categories, weighted as indicated:

- Qualification of key personnel (5)
- Relevant experience as demonstrated on previous projects or employment (4)
- Previous performance examples (3)
- Expressed interest in the project (2)
- References (1)

Individuals or firms desiring consideration shall submit a complete qualification package no later than Wednesday, April 15, 2009. Submitted qualification packages shall include:

1. A completed Statement of Business Responsibility. Use the form provided or supply the requested information in an alternative format that integrates into your submittal document.
2. Identify through a narrative discussion, your experience with revitalization implementation efforts.
3. Provide a resume(s) of each individual/member intending to work on the project.
4. Provide at least four (4) client or professional references for similar activities including contact persons, addresses, e-mail address and telephone numbers.
5. Indicate availability for the project including available start date and any other conditions that restrict availability for work on this project.
6. Identify any objections to the standard contract form (attached). HNA, with the assistance of the City as requested by the HNA, shall negotiate the contract with the finalist; however negotiations are intended to agree upon cost, fees, scope of work and/or schedules. Any changes to the standard terms, conditions or insurance requirements should be stated in the applicant's submittal response.

Submittal Information and instructions:

For questions or information, call the City of Longview, Human Resources Director, Robbie Berg at (360) 442-5020 ([robbie.berg@ci.longview.wa.us](mailto:robbie.berg@ci.longview.wa.us)). To respond, provide one unbound original of the Statement of Qualifications ("SOQ") by 4:00 p.m., April 15, 2009. HNA will accept mail, e-mail or faxed responses. The method of transmission will not influence evaluation of your response. You may mail, e-mail or fax your responses as follows:

Highland Neighborhood Association  
c/o City of Longview  
PO Box 128  
1525 Broadway St.  
Longview, WA 98632-7080

E-mail to: [Robbie.berg@ci.longview.wa.us](mailto:Robbie.berg@ci.longview.wa.us)

Fax to: (360) 442-5950

**Fees:** Fees shall be discussed and negotiated with the finalist. You do not need to provide cost information during this phase of the selection process. During the final selection, HNA shall discuss available project funds and proposal approaches.

**Contract Term:** The proposed term of the Contract is three (3) years.

**Signatures:** These documents do not require authorized signature for submittal. Signatures will be required of the selected finalist as part of the contract process.

**Revisions to the Request:** HNA retains the right to modify this request. HNA may provide materials directly to individuals and/or firms that the HNA knows may be interested. It shall be the responsibility of the individual and/or firm; however to obtain such materials (if any) from the point of contact listed above.

**Acceptance Period:** Submittals shall be good until the HNA has completed an award action. Individuals/firms that take exception to this will be considered as non-responsive and will be rejected.

**Rejection of submittals:** HNA reserves the right at its sole discretion to reject any or all Submittals, without penalty and to not issue a contract as a result of this request. HNA also reserves the right at its sole discretion, to waive minor administrative irregularities contained in any submittal.

**Responsible Applicants/Firms:** HNA shall only consider responsible applicants/firms who, in the sole judgment of the HNA, have the, experience, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. HNA may also consider references and other information available to the HNA, whether specifically provided by the respondent or otherwise. Applicants/Firms with an owner or individuals who have been convicted within the past 10 years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

**Costs to Submit:** HNA/City will not be held liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to response to this SOQ.

**Commitment of Funds:** The HNA or its delegate is the only entities who may legally commit the HNA to the expenditure of funds for a contract resulting from this solicitation. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

**Evaluation and Selection:** The HNA will select a finalist(s) through a review of submittals and/or interviews. The HNA, with the assistance of the City as requested by the HNA, will negotiate a contract and costs with the final candidate.

NOTE: The City of Longview is solely assisting the HNA with the process stated herein and by such assistance does not accept or have any responsibility for any costs, damages, or any other liability of any applicant related directly or indirectly to this Request for Qualifications.

**Statement of Business Responsibility (for purposes of this Statement of Business Responsibility, the term “business” shall mean an individual, partnership, or corporation, and “Longview” means the City of Longview, Washington).**

Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

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

Business Classification (check all that apply)

- Individual
- Partnership
- Corporation
- Women or Minority Owned (does not require certification)

FID/SSN: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Does the business have insurance as specified below: Yes\_\_\_\_\_ No\_\_\_\_\_   
*(Note: Failure to indicate insurance as specified does not disqualify you from submittal or award. This information will be used by Longview during contract formation). If no, describe differences.*

*General Liability insurance of \$1,000,000 per occurrence;  
Professional Liability Insurance;  
Automobile liability of at least \$1,000,000 per accident CSL*

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

Broker Phone: \_\_\_\_\_

Are claims pending against this insurance policy? Yes\_\_\_\_\_ No\_\_\_\_\_

During the past five years, have you been subject to bond forfeiture, litigation or claims above 10% of the project value? If yes, please attach an explanation:

Yes \_\_\_\_\_ No\_\_\_\_\_

Has the business been in bankruptcy, reorganization or receivership in the last 5 years?

Yes\_\_\_\_\_ No\_\_\_\_\_

Has the business been disqualified by any public agency from public contracts? Yes\_\_\_\_\_ No\_\_\_\_\_

Has the business operated at least 1 year without interruption? Yes\_\_\_\_\_ No\_\_\_\_\_

Is there a potential Conflict of Interest: Yes\_\_\_\_\_ No\_\_\_\_\_   
*If yes, identify any individual, team member or business employee who, during the preceding 12 months, was a Longview official, officer, or employee. In addition, disclose if the business or an employee of the business has a business interest or a close family relationship with any Longview official, officer or employee who was, is or will be involved in the contractor selection, negotiation, drafting, signing,*

*administration, or performance of the Contract. Notify Longview herein of any such condition, so Longview may make determination of whether such interest is consistent with the Longview Ethics Code.*



### 3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable the Longview Municipal Code.
- C. Violation of this Section 3 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the HNAy, in whole or in part, and may result in ineligibility for further work for the HNA.

### 4. TERM AND TERMINATION OF AGREEMENT

- A. **Term.** This Agreement shall remain in effect until completion of the services described in Attachment A and final payment therefore unless terminated earlier in accordance with Paragraph 4.B. of this Agreement.
- B. **Rights upon Termination.** This Agreement may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to the HNA, and the Contractor shall be entitled to just and equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.
- C. **Noninterference with business.** During the course of the Contractor's performance of the services for the HNA and for a period of twelve (12) months after the completion of such services, the Contractor will not interfere with the HNA's business in any manner, including without limitation, encouraging anyone to leave the HNA's employ or encouraging any employee or independent contractor to sever that person's relationship with the HNA.

### 5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the HNA, shall be forwarded to the HNA at its request and may be used by the HNA as it sees fit. The HNA agrees that if it uses products prepared by the Contractor for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Contractor harmless therefore.

## **6. GENERAL ADMINISTRATION AND MANAGEMENT**

The President of the HNA, or his/her designee, shall be the HNA's representative and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices under this Agreement.

## **7. INDEMNIFICATION AND HOLD HARMLESS**

- A. The Contractor shall protect, defend, indemnify, and save harmless the HNA, its officers, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agent. For this purpose the Contractor, by mutual negotiation, hereby waives, as respects the HNA, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the HNA occurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- B. The HNA shall protect, defend, indemnify and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the HNA. The HNA agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the HNA, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provision of this article, all such fees, expenses, and costs shall be recoverable from the HNA.
- C. The Contractor will indemnify, defend, and hold the HNA (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

## **8. INSURANCE; RISK OF LOSS**

The Contractor shall maintain insurance that is sufficient to protect the Contractor's business against all applicable risks, as set forth in Attachment B. The Contractor will cause the

indemnified parties, as described in Section 7 above, to be named as additional insureds on the policy required under the Agreement and shall cause its insurance to be primary to any insurance carried by the indemnified parties. The Contractor will provide the HNA with certificates of insurance and other supporting materials as HNA reasonably may request to evidence Contractor's continuing compliance with this Section 8. The Contractor will be liable for all loss or damage, other than ordinary wear and tear, to the HNA's property in the Contractor's possession or control that is caused by the Contractor. In the event of any such loss or damage, the Contractor will pay the HNA the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

## 9. INDEPENDENT CONTRACTOR

- A. **Nature of Relationship.** The Contractor shall be and act as an independent Contractor (and not as the employee, agent, or representative of the HNA) in the performance of the services for the HNA. This Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership, or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Contractor will not represent himself/herself as an employee of the HNA. The Contractor shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the HNA. So long as the Contractor is able to adequately perform all of the Contractor's obligations under the Agreement in a skilled and workmanlike manner. Since the Contractor will not be an employee of the HNA, the Contractor will not be entitled to any of the benefits that the HNA may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Contractor permit or cause any of the Contractor's employees, agents, or subcontractors to perform any services under the Agreement in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the HNA. In addition, the Contractor acknowledges that as an independent contractor, he/she/it and or his/her/its agents, servants, or employees are not eligible to recover worker's compensation benefits from or through the HNA in the event of injury.
- B. **Contractor Responsible for Business License, Taxes and Records.** The contractor shall obtain a Longview Business License prior to commencing any work under this Agreement. The Contractor will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state, or local tax authority with respect to the Contractor's performance of the services and receipt of fees under the Agreement. The Contractor will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the services under the Agreement. No part of the Contractor's payment will be subject to withholding by the HNA for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the HNA be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractor, supplier, or other person working for or engaged by the Contractor to perform the Contractor's obligations under the Agreement. The HNA will regularly report amounts paid to the Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

## 10. SUBLETTING OR ASSIGNING AGREEMENT

Neither the HNA nor the Contractor shall assign, transfer, or encumber any rights, obligations, duties, or interests accruing or arising from this Agreement without the express prior written consent of the other. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

## 11. FUTURE SUPPORT

The HNA makes no commitment and assumes no obligations for the support of the Contractor's activities except as set for in this Agreement.

## 12. GENERAL PROVISIONS

- A. **Governing Law.** The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Cowlitz County, Washington or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
- B. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The HNA and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. **Nonwaiver.** Any failure by the HNA to enforce strict performance of any provision of the Agreement will not constitute a waiver of the HNA's right to subsequently enforce such provision or any other provision of the Agreement.
- D. **HNA Marks.** The Contractor will not use any trade name, trademark, service mark, or logo of the HNA (or any name, mark, or log confusingly similar thereto) in any advertising, promotions, or otherwise, without the HNA's express prior written consent.
- E. **Notices.** All notices and other communications required under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address as follows:

HNA: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

- F. **Legal Fees.** In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- G. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.
- H. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

**13. EXTENT OF AGREEMENT/MODIFCATION**

This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

INWITNESS WHEREOF, the parties have executed this Agreement as of \_\_\_\_\_, 2009.

CONTRACTOR

HIGHLANDS NEIGHBORHOOD  
ASSOCIATION

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

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

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

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

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

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

Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Tax ID# \_\_\_\_\_

**ATTACHMENT A  
SERVICES & COMPENSATION**

1. The Services

1.1 General Description

1.2 Schedule

Contractor will begin providing services on \_\_\_\_\_ and will complete services on \_\_\_\_\_.

1.3 Deliverable Items

1.4 Designated Personnel

Contractor's main point of contact at the HNA will be \_\_\_\_\_, or such other personnel as HNA may designate from time to time.

2. Compensation

2.1 Amount and Basis

Contractor will submit an invoice to the HNA for services performed and reimbursable expenses. The invoice will be in a form and content reasonably acceptable to HNA and will describe (a) the services performed; (b) the number of hours expended performing the services; and (c) any reimbursable expenses. Contractor will furnish such receipts, documents, and other supporting materials as HNA reasonably may request to verify the content of any invoice.

## ATTACHMENT "B"

### INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the HNA.

#### A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence /\$2,000,000 annual aggregate,
2. Stop/Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease,
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto,
4. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

#### B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the HNA.

#### C. Other Provisions.

Commercial General Liability policies shall be endorsed to:

1. Include the HNA, its officials, employees, and volunteers as insureds,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the HNA,
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the HNA.

#### D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the HNA.

E. Verification of Coverage

Contractor shall furnish the HNA with certificates of insurance required by this clause. The certificates are to be received and approved by the HNA before work commences. The HNA reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

**SPECIAL RIDER**

**TO**

**ATTACHMENT “B”**

**INSURANCE REQUIREMENTS**

**For**

**PROFESSIONAL SERVICE CONTRACTS**

Add the following to section A. Minimum Insurance:

5. Consultant’s Errors & Omission or Professional Liability with limits not less than \$1,000,000 per claim and as an annual aggregate.