



REQUEST FOR QUALIFICATIONS (RFQ)

City of Richland, Washington

RFQ NUMBER	26-0052	
RFQ TITLE	Richland Center Redevelopment Plan	
DATE ISSUED	June 21, 2026	
PURPOSE	The City of Richland is soliciting statements of qualifications for the development of a plan to redevelop the Richland Innovation Center (the "RIC").	
DEADLINE FOR SUBMISSIONS	3:00 P.M. Pacific Local Time July 17, 2026 Late submittals will not be accepted.	
PRE-SUBMITTAL CONFERENCE	There is no pre-submittal conference for this solicitation.	
LAST DATE TO SUBMIT QUESTIONS	The last date to submit questions regarding this RFQ is July 10, 2026, at 3:00 p.m. Pacific Local Time.	
DIRECT ALL INQUIRIES TO	BUYER	Barb Raney
	EMAIL	purchasing@richlandwa.gov
	PHONE NO.	(509) 942-7710
REQUIRED NO. OF COPIES	Submit (1) one original electronic submission	
ELECTRONIC SUBMITTAL	All required documentation shall be submitted online at www.publicpurchase.com . See section 4.2 Electronic Submittal for detailed instructions.	
RESULTS OF SUBMITTALS RECEIVED	A list of submittals received will be posted to Public Purchase shortly after the due date and time.	

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**CITY OF RICHLAND
REQUEST FOR QUALIFICATIONS
RFQ No. 26-0052, RICHLAND INNOVATION CENTER REDEVELOPMENT PLAN
SUBMITTALS DUE: July 17, 2026, 3:00 p.m., EXACTLY, Pacific Local Time**

Public notice is hereby given that the City of Richland, Washington has issued the above solicitation for the development of a redevelopment plan for the Richland Innovation Center (the “RIC”). Detailed information and the submittal documents are available at www.publicpurchase.com, under City of Richland, Washington designated webpage.

Contact Public Purchase directly if unable to access documents online at support@publicpurchase.com. Online Chat is available from 7:00 a.m. to 4:00 p.m. MT at www.publicpurchase.com top left corner. If unable to reach Public Purchase, contact the City Purchasing Division at 509-942-7710.

The City of Richland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color national origin, or sex in consideration for an award.

Published:

Sunday, June 21, 2026	Tri-City Herald
Sunday, June 28, 2026	Tri-City Herald
Sunday, June 21, 2026	Spokesman Review
Sunday, June 28, 2026	Spokesman Review
Monday, June 22, 2026	Daily Journal of Commerce
Monday, June 29, 2026	Daily Journal of Commerce

Purchasing Division

SECTION 1 PROJECT OVERVIEW

1.1 Intent

The purpose of this Request for Statement of Qualifications is to solicit responses from interested consultants for the development of a redevelopment plan for the Richland Innovation Center (the “RIC”).

1.2 Background

- A. The City of Richland (City) is a rapidly growing City located in Benton County at the confluence of the Columbia and Yakima rivers in Southeastern Washington. Richland and its sister cities of Kennewick, Pasco and West Richland make up the Tri-Cities Metropolitan Statistical Area (MSA) (population 311,469). Richland is the third largest City with 63,320 residents. The City has a City Manager-Council form of government, was incorporated in 1958, and operates as a first-class City under the Revised Code of Washington Title 35 (RCW 35).
- B. Richland is a full-service city composed of ten departments, with a budget of \$337 million, of which roughly, \$82.7 million is General Fund. The City provides citizens with general government, public safety, public works, planning and community development, housing programs, as well as parks and recreational programs. The City operates an electric distribution utility, water and waste water utilities, solid waste landfill-collection system, public library, and administers the consolidated regional emergency management (911) dispatch center.
- C. The City has a staff of approximately 593 full/part-time employees with an additional seasonal flux of up to 50. More than 80% of the employees report to Public Works, Electrical Utility (Energy Services), Public Safety (Fire and Police) as well as the Parks & Public Facilities.
- D. The Economic Development Division is responsible for managing city-owned properties for development.
- E. The City of Richland is seeking a qualified consultant to lead a planning effort for the redevelopment of the Richland Innovation Center (the “RIC”) that encompasses over 53 acres in north Richland. The RIC is located in near WSU Tri-Cities, Hanford High School, Pacific Northwest National Laboratory, and the Columbia River. The selected consultant team will work closely with city officials, stakeholders, and the community to develop a plan that will provide strategic direction, actionable items, and an implementation framework for the redevelopment and revitalization of this area. Under this RFP, the redevelopment plan involves seventeen properties: eight are vacant and the nine developed properties are each under a lease agreement with the City of Richland and include office or light industrial uses. The City intends to let these leases expire and discontinue the current uses.

1.3 Consultant Experience

- A. The City is seeking a consultant or consultant team with experience in:
 - 1. Planning properties that implement economic development objectives.
 - 2. An experienced design team with a minimum of twenty-five (25) years of combined experience. The firm is a continuously operated, privately-owned, and a Washington-founded/headquartered business.
 - 3. Mixed-use projects that have been completed and fully developed.
 - 4. Experience with State of Washington regulations must be indicated.

5. Evidence that at least one project has been recognized for outstanding quality and development standards by an economic development or urban planning organization.
6. Examples of projects your team has completed that are twenty-five (25) or more acres in size, and that included pedestrian and public art amenities and features.

1.4 RFQ Solicitation Schedule

Tentative Schedule	
Task	Date
RFQ Issued	June 21, 2026
RFQ Pre-Submittal Meeting (if applicable)	None Scheduled
Deadline for Questions by Interested Parties	July 10, 2026, 3:00 PM Pacific Local Time
RFQ Due Date	July 17, 2026, 3:00 PM Pacific Local Time
*Evaluation and Selection	July 24, 2026
*Interviews / Presentations, if required	August, 2026
*Estimated Date of Intent to Award	September, 2026
*Estimated Date of Council Award	September, 2026
*Estimated Date of Notice to Proceed	September, 2026
Target Date for Completion of all Work	June 15, 2027 at the latest

NOTE: Dates preceded by an asterisk (*) are estimated dates. Estimated dates are for information only.

END OF SECTION

SECTION 2 SCOPE OF WORK

2.1 Project Description

The City of Richland is seeking a qualified consultant to lead a redevelopment planning effort and branding program for the redevelopment of the Richland Innovation Center (the “RIC”) that encompasses over 53 acres in north Richland. The RIC is located in north Richland near WSU Tri-Cities, Hanford High School, Pacific Northwest National Laboratory, and the Columbia River. The selected consultant team will work closely with city officials, stakeholders, and the community to develop a redevelopment plan that will provide strategic direction, actionable items, and an implementation framework for the redevelopment and revitalization of this area. The scope of work for this project includes, but not limited to, the following:

A. Site Assessment

1. Develop a redevelopment plan that integrates a mix of commercial and residential uses to create a vibrant and sustainable neighborhood.
2. Analyze existing site conditions, including land use, infrastructure, and circulation to evaluate development concepts.
3. Provide recommendations for lot layout, site development, public spaces, parking, and road alignment.
4. Review zoning code regulations, critical areas ordinance, subdivision regulations to identify barriers and opportunities for redevelopment and revitalization.

B. Stakeholder Engagement

1. Collaborate with stakeholders – including officials from the City Richland, Port of Benton, Pacific Northwest National Laboratory, WSU Tri-Cities, Hanford High School, and area businesses – to ensure the redevelopment plan meets community needs and expectations.
2. Analyze community priorities and integrate them into the goals and objectives of the redevelopment plan.

C. Urban Design and Aesthetics

1. Identify concepts for streetscape improvements, open space amenities, and public art.
2. Recommend design guidelines that will enhance the RIC’s visual appeal and a sense of place.
3. Identify multi-modal connection opportunities to WSU Tri-Cities, Hanford High School, Pacific Northwest National Laboratory, and the Columbia River.

D. Redevelopment and Funding Strategy

1. Conduct a fiscal impact analysis to redevelop the RIC.
2. Identify short-, mid-, and long-term implementation strategies and redevelopment goals.
3. Identify incentive opportunities that promote redevelopment and revitalization.

2.2 City Provided Services / Resources

For this project, the City will provide the following:

- A. Access to all applicable and available records.
- B. Access to the project site.
- C. Coordination with City Departments and Staff

2.3 Suggested Improvements (Optional)

When preparing the submittal, responders are encouraged to suggest improvements to the scope of work that would provide the City with a successful outcome of the project.

2.4 Funding and Cost

It is anticipated that the contract compensation will be on a time and materials basis with a not to exceed maximum amount. The Richland Innovation Center Redevelopment Plan is being funded through the Washington State Department of Commerce Clean Energy Siting & Permitting Grant (a copy of the grant agreement is provided as Attachment "D" to this RFQ).

END OF SECTION

SECTION 3 EVALUATION AND SELECTION PROCESS

3.1 Evaluation Criteria

Submittals will be evaluated using the following criteria:

Evaluation Criteria	
Category	Maximum Points
Approach to Development Objectives	35
Community Vision	35
Project Schedule	25
Development Team Qualifications and Experience	25
Meeting the Minimum Qualifications	25
Maximum Written Points	145
Interview / Presentations, if needed	50
Total Maximum Points	195

3.2 Determining Selection

- A. Qualifications will be the basis from which interested individuals or firms will be selected for interviews. The City will evaluate submittals using the criteria set forth in this RFQ.
- B. The City reserves the right to request any additional information needed for clarification from any responder for evaluation purposes.
- C. Following the City staff evaluation of the submittals received, selected individuals or firms may be invited to make oral presentations before the City's Evaluation Team. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each individual, firm or team invited to participate.
- D. The City reserves the right to make a contract award without written and/or oral presentations.
- E. After completion of the evaluations, the City's Evaluation Team will determine the most qualified individual or firm based on all materials and information presented. The City will then begin negotiations for an agreement with the selected individual or firm.
- F. If the City is unable to reach an agreement with the most qualified individual or firm, the City may terminate negotiations and enter into negotiations with the next most qualified individual or firm, or the City may refrain from contracting with any respondent.
- G. Once the City reaches an agreement that the City finds acceptable, the City will issue an intent to award notification.
- H. The City shall have no obligation until a contract is executed between a Responder and the City. The City reserves the right to not award a contract if doing so is in the best interest of the City.
- I. No cost chargeable to the proposed contract may be incurred before a fully executed contract.

3.3 Responsible Consultant Criteria

The City shall consider only responsible Consultants. Responsible Consultants are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and integrity necessary to perform the requirements of the contract. The City may also consider references, financial stability, and any other information available to the City. Firms with an owner convicted within the past ten years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

3.4 Questions

All questions relating to this RFQ document must be in writing. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the City of Richland. Any oral communications will not be authoritative and will not be binding on the City.

3.5 Proprietary Information and Public Disclosure of Submittal

- A. Submittals received by the City of Richland in response to this RFQ become public records upon submission and are subject to the Washington State Public Records Act, Ch. 42.56 RCW. Any information in the submittal that the Proposer desires to claim as proprietary or confidential and exempt from disclosure under Ch. 42.56 RCW or other state or federal law must be clearly designated. The Proposer is required to clearly identify every page containing information claimed to be exempt and cite to a specific legal basis under state or federal law to support withholding the record from public disclosure. Each page containing information claimed to be exempt must be clearly marked with the words "Proprietary/Confidential Information." Marking the entire submittal as propriety or confidential will not be honored. The City is not bound by the Proposer's identification of confidential or proprietary information, and will make disclosure decisions based on applicable law and without liability to the Proposer. If a public records request is made for a proposal and/or related materials before a decision to award a contract has been made, notice will be provided to the Proposer as detailed in subsection B. After a decision to award the contract has been made, third party notice will be given only as to the records that have been clearly marked as proprietary/confidential by the Proposer, if any.
- B. If the City receives a public records request as described in subsection A, the City's sole obligation is to: 1) notify the Proposer of the request; and 2) provide a date upon which the records will be released unless the Proposer serves the City of Richland with a court order to enjoin release of the records pursuant to RCW 42.56.540. If the Proposer fails to timely obtain a court order enjoining release, the City of Richland will release the requested records on the date specified.

3.6 Agreement/Contract

The City intends to use and issue an agreement for the services requested herein. Typically, the Scope of Services outlined in this RFQ solicitation, the successful responder's submittal to same and the end result of negotiations will become Exhibit "A", Scope of Services in the agreement. A sample copy of the City's agreement is attached to this RFQ as Attachment B.

END OF SECTION

SECTION 4 SUBMITTAL REQUIREMENTS

4.1 Organization of Submittal

The following list details the appropriate submittal format. Responders should organize their submittal into the following sections:

A. *Preface*

1. Attachment A – RFQ Signature Form and Addendum Acknowledgement
2. Current Internal Revenue Service Form W-9
3. Letter of Instruction and Project Understanding: indicate interest in this project and working with the City, and any information that would assist the City in making its selection, including why your firm is the best qualified to meet the needs of the City and this project. Describe how your project proposal addresses the criteria outlined in Section 2.1 Scope of Work and the evaluation criteria in Section 3.1.

B. *Executive Summary* (Limit 4 pages)

1. Introduction of your organization
2. Include the key elements of the Responder's expertise, products/services offered and an overview of the consultant team. All information should tie back to the knowledge and experience of the consultant firm.
3. Indicate the address and telephone number of the respondent's office located nearest to Richland, Washington, and the office from which the Project will be managed.

C. *Approach to Development Objectives and Schedule*

1. Work Plan: Describe the proposed sequence of specific tasks to accomplish this Project. Indicate all key deliverables and their contents. Include a list of information required or tasks to be completed by City staff. Identify any pitfalls or hurdles that may be foreseen with each task.
2. Methodology: This section should clearly describe the methodology or methodologies planned to provide the specific tasks described in the Work Plan. Include project management tracking tools and communication plans.
3. Team Organization: Provide an organizational chart showing all proposed team member roles and responsibilities, including any subcontractors/sub-consultants. Identify the Responder's Project Lead Consultant/Project Manager. Include a resume (two (2) pages maximum) for each Project Team member. The City is seeking a well-balanced team featuring:
 - i. Breadth of expertise sufficient to accommodate Project needs.
 - ii. Appropriate mix of senior, mid-level, and junior staff to maximize value.
 - iii. Organizational capacity to take on workload necessary for Project success.
 - iv. List the percent each person will be assigned to this project and identify the percent they will be assigned to other projects at the same time.

4. Project Schedule: Provide a schedule for completing each task in the Scope of Work and proposed Work Plan. The schedule should demonstrate the proposed team's ability to perform the work requested within an established budget and schedule. Project schedule should include deadlines and milestones meeting project deliverables and identify potential risks that may impact the schedule with recommendations for the mitigation and/or elimination of such risks.
5. Include at least two (2) examples of similar redevelopment planning projects.
6. List any other information which may be helpful in determining your knowledge and experience for this service.

D. *Related Project Experience / References* (Limit 5 pages)

1. Describe recent, within the last five (5) years, directly related experience with developing mixed-use redevelopment plans for local governments. Past experience with local government budget, financing, and economic development programs is highly desired. Include the following:
 - i. Name of the client, address, email, telephone number and name of the project manager.
 - ii. Date(s) of the service, description of the work performed.
 - iii. Original time schedule and completed time schedule.
 - iv. Discuss if the project stayed within agreed upon budget.
2. Provide at least three (3) references. For each of the references provide the following:
 - i. Company Name
 - ii. Contact name and title, address, email and phone number
 - iii. Description of services provided
 - iv. Timeframe of services provided
3. The City reserves the right to contact any organization or individuals provided by the Responder or obtained by the City.

4.2 Electronic Submittal

- A. Submittals shall be submitted electronically through the Public Purchase website. Submittals delivered by hand, fax, telephone or email or any postal carrier will not be accepted.
 1. Responders must be registered with PublicPurchase.com. Visit the City of Richland website at: [Richland, WA - Public Purchase Website](#) for instructions to register.
 2. Register as early as possible and do not wait until the due date as the registration process may take up to 24 hours to complete.
 3. If you have any questions on how to respond to electronic submittals, contact vendor support at www.publicpurchase.com through Live Chat in the upper left corner of the webpage or email support@publicpurchase.com. Public Purchase staff is available Monday – Friday, 8 am to 5 pm Central Time.
- B. Electronic submittals shall be limited to the documents specified in the RFQ document and shall not include additional brochures, booklets or other sales material that are not specifically requested in the RFQ.
 1. The City of Richland cannot guarantee internet access. It is strongly recommended that you respond 24 hours prior to the bid closing date and time for submittal.

2. **The City is unable to verify if a submittal has been successfully uploaded in Public Purchase.** The Public Purchase system places all submissions into a virtual lock box where they cannot be viewed by the City until after the due date and time.
 3. Responders can check their submission by returning to the home page of Public Purchase. The submittal will be shown in the “Bids Responding To” section. **DO NOT EMAIL A COPY OF YOUR BID TO THE CITY.**
 4. The Public Purchase website will not allow submittals to be uploaded after the due date and time established. Responders accept all risks for uploading their submission by the established due date and time.
- C. If a Responder uploads a file to Public Purchase, it is the Responder’s responsibility to ensure the file is not corrupt or damaged. If the City is unable to open an attachment because it is damaged, corrupt, infected, etc., the City may disqualify the Responder’s submission.

END OF SECTION

SECTION 5 STANDARD TERMS AND CONDITIONS

1. **BID / QUOTE / PROPOSAL / GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **ACCEPTANCE:** This order expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Contractor are objected to and hereby rejected, unless otherwise provided in writing by the City.
3. **LICENSES:** If applicable, successful contractor shall have a valid and current State of Washington and City of Richland business license. Licenses shall be obtained prior to award of any PO/contract.
4. **ADD-ON:** By mutual agreement, the quantity of items purchased may be increased within 12 months of the date of award, provided the original purchase price, terms, conditions, and specifications remain the same.
5. **TAXES:** Unless otherwise definitely specified, the City agrees to pay all State of Washington sales or use tax. The City is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
6. **CHANGES WITHOUT NOTICE PROHIBITED:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the City prior to shipment.
7. **ADDITIONAL CHARGES NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, etc., except as specified in the Notice of Award. Freight collect shipments (COD) will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
8. **MSDS:** Material Safety Data Sheets to be included with shipments of any material requiring this documentation, per OSHA and WSHA regulations.
9. **IDENTIFICATION:** All invoices, packing slips, shipping notices, bill of landings, and all other written documents affecting this order shall contain the applicable PO/Contract number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
10. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, it will be up to the Contractor to make delivery to that location at no additional charge. Where specific authorization is granted to ship FOB shipping point, Contractor agrees to prepay all shipping charges and route as instructed.
11. **TITLE/RISK OF LOSS:** Regardless of FOB Point, Contractor agrees to bear all risks of loss, injury, destruction of goods and materials ordered herein which occur prior to delivery. Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Contractor to City shall pass to the City upon City's inspection and acceptance of such items at the specified City location. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
12. **DELIVERY:** With respect to delivery under this order, time is of the essence, and the order is subject to termination for failure to delivery as specified. For any exception to the delivery date as specified on this order, Contractor shall give prior notification and obtain written approval thereto from the City. The acceptance by the City of later performance with or without objection or reservation shall not waive this right to claim damages for such breach nor constitute a waiver of the requirement for the timely performance of any obligation remaining to be performed by Contractor.
13. **REJECTION:** All goods or materials purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the City or returned will be at Contractor's risk and expense.
14. **PAYMENT TERMS:** Unless otherwise negotiated, the terms of payment shall be net 30 days from receipt of proper invoice. PO numbers must be noted on all invoices.
15. **CASH DISCOUNTS:** In the event that the City is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract. For the purpose of earning the discount, payment is deemed to be made on the date of mailing or transmittal of the City warrant, check or EFT.
16. **INVOICING:** Itemized invoices are required. Invoices will not be processed for payment until items invoiced are received. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the contractor and approved by the City.

17. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, local laws and regulations. Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.
18. **INFRINGEMENTS:** Contractor agrees to protect and save harmless, the City against all claims, suites, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchases, installation, or use of goods and materials ordered and to assume all expenses and damages arising from such claims, suits or proceedings.
19. **WARRANTIES:** Contractor represents and warrants that the goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the specifications and be free from defects in labor, material and manufacturer. All UCC implied and expressed warranties are incorporated in this Purchase Order/Contract. Contractor shall transfer all warranties to the City.
20. **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
21. **INDEMNIFICATION/HOLD HARMLESS:** 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, arising out of or in connection with the performance of this Purchase Order/Contract, except for injuries and damages caused by the sole negligence of the City
22. **FORCE MAJEURE:** Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due the reason for delay.
23. **TERMINATION:** (i) The parties may terminate this Purchase Order/Contract by mutual agreement. (ii) The City may terminate this Purchase Order/Contract at any time with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and City shall pay Contractor for goods delivered and accepted. (iii) The City may terminate this Purchase Order/Contract at any time if City fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any Purchase Order/Contract provision or is declared insolvent, the City may terminate this Purchase Order/Contract for cause with written notice to the Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC
24. **DEFAULT:** The Contractor covenants and agrees that in the event suit is instituted by the City for any default on the part of the Contractor and the Contractor is adjudged by court of competent jurisdiction to be in default, Contractor shall pay to the City all costs, expenses expended or incurred by the City in connection therewith, and reasonable attorneys' fees.
25. **SEVERABILITY:** If a court of competent jurisdiction declares any provision of the Purchase Order/Contract to be invalid, the other provisions and the rights and obligations of the parties remain in effect.
26. **NONDISCRIMINATION:** During the performance of this Purchase Order/Contract, the Contractor agrees as follows: The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the American with Disabilities Act (42 USC 12101 et. seq.).
27. **ANTI-TRUST:** Contractor and the City recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the City, therefore, Contractor hereby assigns to the City any and all claims for such overcharges.
28. **PUBLIC DISCLOSURE:** Purchase Order/Contract and all contents and attachments are deemed a public record as defined in the Public Records Act, Chapter 42.56 RCW. The City will make disclosure decisions based on applicable law and without liability to the Proposer.
29. **ASSIGNMENT:** (i) This award is not assignable by Contractor either in whole or in part, without the prior written approval of the City.
30. **RIGHT TO AUDIT:** The City reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the Purchase Order/Contract.
31. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure

that any hardware, software, and/or embedded chip devices used by the contractor in the performance of services under this agreement, other than those owned or provided by the City, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to the City under this Purchase Order/Contract.

32. **NONDISCRIMINATION - TITLE VI COMPLIANCE:** The City of Richland assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City sponsored program or activity. Richland City further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

END OF SECTION

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

This section is a supplement to the Standard Terms and Conditions. If there is a conflict between the Standard Terms and Conditions and the Additional Terms and Conditions, the Additional Terms and Conditions shall prevail.

6.1 Cooperative Purchasing

Cooperative Purchasing is not applicable to this procurement.

6.2 Insurance

Insurance is required as stated in Attachment B – Sample City of Richland Contract.

6.3 Prohibition on Advanced Payments

The City does not accept requests for early payment, down payment or partial payment prior to services being delivered.

6.4 Administration

This Contract is between the City and the Consultant who shall be responsible for providing the services described herein. The City is not party to defining the division of work between the Consultant and its Subcontractors. The Consultant represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to provide the services hereunder.

6.5 Contract Amendments

- A. No oral order or conduct by the City shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the City.
- B. The City reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to approval of replacements for discontinued items, add items of like function, or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in City needs; extend the contract to include optional terms.
- C. Cost or Price Analysis may be required by the City for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the City.

6.6 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Both parties agree to use their best efforts to minimize the effects of such failures or delays. In the event the Consultant ceases to be excused pursuant to this provision, then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination. Whenever a force majeure event causes the Consultant to allocate limited resources between or among the Consultant's customers, the City shall receive no less priority in respect to such allocation than any of the Consultant's other customers.

6.7 Conflicts of Interest and Non-Competitive Practices

- A. By entering into this contract, the Consultant represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the services required under this contract.

- B. The Consultant shall not employ any person or agent having any conflict of interest. In the event that the Consultant or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the City. The City shall require that the Consultant take immediate action to eliminate the conflict up to and including termination.
- C. By entering into this contract, the Consultant represents that no persons except as designated by Consultant shall be employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Consultant or any of its agents; employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

6.8 Non-Waiver of Breach

No action or failure to act by the City shall constitute a waiver of any right or duty afforded to the City under the Contract; nor shall any such action or failure to act by the City constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the City in writing.

END OF SECTION



City of Richland

Solicitation Number: RFQ 26-0052

Attachment A
RFQ Signature Form and Addendum Acknowledgement

Richland Innovation Center Redevelopment Plan

ALL RESPONDERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

- 1. By submitting a response, the Responder certifies that the Responder has fully read and understands this RFQ document...
2. The Responder certifies that they have read and understand all terms and conditions of this solicitation.
3. By signing this document, the Responder certifies that they have not, either directly or indirectly, entered into any agreement...
4. The Responder acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed...
5. The Responder acknowledges receipt of the following addenda: _____ through _____.

Respectfully submitted this _____ day of _____, 2026.

Name of Firm: _____

Address: _____

Signature: _____

Name (Print): _____

Title: _____

Email: _____ Phone: _____

Attachment B – Sample City of Richland Contract



AGREEMENT BETWEEN CITY AND CONSULTANT

Richland Innovation Center Redevelopment Plan

This Agreement is entered into this **day** day of **month**, **year** (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **business name** (“**Consultant**”), a **business entity type** with service at **registered address**. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 - 1. City of Richland Agreement No. _____
 - 2. Exhibit A: Scope of Work
 - 3. City Richland Solicitation No. RFQ #26-0052
 - 4. Exhibit B: Solicitation No. RFQ #26-0052 proposal response submitted by Consultant dated **date**.
 - 5. Additional Documents – **Identify by name**.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by July 15, 2027.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on July 15, 2027.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **written dollar amount (\$0.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made,

performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the “General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs” which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY’S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney’s fees and costs in action, including costs and attorney’s fees on appeal if appeal is taken.

13. INSURANCE

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 Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant’s maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 - 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.
 - 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap 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 using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. 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 Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant 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 Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant 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 Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or

omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- b. 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood 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. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

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

Purchasing Manager	Contact Name:	Click here to enter text.
City of Richland	Name of Firm:	Click here to enter text.
625 Swift Blvd., MS-11	Address:	Click here to enter text.
Richland, WA 99352	Address:	Click here to enter text.
Email: purchasing@richlandwa.gov	Email:	Click here to enter text.
Phone: (509) 942-7710	Phone Number:	Click here to enter text.

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

(Signature page to follow)

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

SAMPLE

EXHIBIT A: Detailed Scope of Work

Exhibit A to follow

SAMPLE

UNIVERSITY DRIVE

FERMI AVENUE

725
UNIVERSITY DRIVE

650
DALTON STREET

2780
SALK AVENUE

DALTON STREET

2765
EINSTEIN AVENUE

2770
EINSTEIN AVE.

2756
SALK AVE.

2770
SALK AVENUE

651
UNIVERSITY DRIVE

880
CURIE STREET

2752
EINSTEIN AVENUE

SALK AVENUE

2750
SALK AVENUE

CURIE STREET

2735
EINSTEIN AVENUE

EINSTEIN AVENUE

AREA NOT INCLUDED

2700
SALK AVENUE

BOYLE STREET

2655
EINSTEIN AVENUE

AREA NOT INCLUDED

681
BOYLE STREET

2610
SALK AVENUE

FERMI AVENUE

2620
FERMI AVENUE

SALK AVENUE





Interagency Agreement with

City of Richland

through

Clean Energy Siting and Permitting

CESP-CLEANENERGY25 RFA

Contract Number:

25-55202-001

For

Northwest Clean Energy Park Master Planning

Dated: 02/01/2026

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Face Sheet

Contract Number: 25-55202-001

**Energy Division, Energy Programs in Communities Unit
Clean Energy Siting & Permitting
CESP-CLEANENERGY25 RFA**

1. Contractor City of Richland WA 625 Swift Blvd Richland, WA 99354		2. Contractor Doing Business As (as applicable) 	
3. Contractor Representative Michael Rizzitiello Development Services Director mrizzitiello@richlandwa.gov 509.942.7586		4. COMMERCE Representative Esther Nielsen Program Manager (360) 725-2727 esther.nielsen@commerce.wa.gov P.O. Box 42525 1011 Plum St Olympia, WA 98504-2525 	
5. Contract Amount \$900,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 02/01/2026	8. End Date 06/30/2027
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN N/A			
10. Tax ID # 91-6015119	11. SWV # SWV0000350-00	12. UBI # 036001852	13. UEI # KMRXS36K5921
14. Award Method <input type="checkbox"/> Non-Competitive <input checked="" type="checkbox"/> Competitive		NOFO/RFX # CESP-CLEANENERGY25	Proviso # 25-27 Clean Energy Siting and Permitting (Operating)
15. Contract Purpose The City of Richland is developing a unified master plan for 5,558 acres of former Hanford industrial land that make up the Northwest Clean Energy Park. This area represents one of Washington’s most significant future clean-energy employment hubs. The plan will establish a shared vision, coordinated land-use and infrastructure strategy, governance approach, and implementation roadmap in partnership with TRIDEC, Hanford, Benton County, and the Port of Benton.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” –Reporting, Attachment “D” – Proviso.			
FOR CONTRACTOR  816D8F6D8EEF4EC... Jon Amundson, City Manager 3/16/2026 5:55 PM PDT _____ Date		FOR COMMERCE  78DCBF03E1F04AE... Jennifer Grove, Assistant Director, Energy 3/25/2026 7:06 AM PDT _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$900,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation shall be based on the terms of the Scope of Work and Budget.

Expenses

Grantee shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$0, which amount is included in the Grant total above.

If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the [State of Washington Office of Financial Management Travel Regulations](#).

5. **BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Grant Number 25-55202-001.

If applicable, Grantee must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Grantee's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Grant or withhold payments if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE. No payments in advance of or in anticipation of any expense reimbursable under this Grant shall be made by COMMERCE

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Grantee must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. MILESTONE PAYMENT

COMMERCE shall compensate the Contractor in accordance with the amounts specified in Attachment B upon the acceptance of the full completion of each milestone as defined in Attachment A. Full milestone completion means COMMERCE's determination of the Contractor's completion of all deliverables associated with the applicable milestone and the submission of a detailed invoice in accordance with Special Term and Condition #5 Billing Procedures and Payment.

COMMERCE shall have no obligation to make any payment until all deliverables within a given milestone are demonstrated to be complete to COMMERCE's satisfaction.

The parties acknowledge if one or more deliverables within a milestone are delayed by more than three (3) months due to circumstances beyond the Contractor's control, COMMERCE may, in its sole discretion, enter into negotiations with the Contractor to determine whether partial payment may be made for the completed deliverables within that milestone.

10. PREVAILING WAGE LAW

The contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

11. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable.

Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology

and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment D – Proviso
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Application submitted by contractor in response to the Program RFA

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release

or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Feasibility/Planning Project

Basic Information

Project Title: Northwest Clean Energy Park Master Planning

Grantee Name:	City of Richland
Contract #:	25-55202-001
Serving Electric Utility:	Richland Energy Services

Site Address(es) All Comprise NW Clean Energy Park

	Address	City	State	Zip
Site 1 – Surplused 300 area	2104 Horn Rapids Rd	Richland	WA	99354
Site 2 – Surplus 300 area NW of Stevens Dr and Cyress Pl intersection	No address assigned	Richland	WA	99354
Site 3 – Richland Innovation Center	2650 Salk Avenue	Richland	WA	99354
Site 4 – North Horn Rapids	2800 Battelle Blvd	Richland	WA	99354
Site 5 – Horn Rapids	2245 Logan Street	Richland	WA	99354

Subcontracting Plan

This section supports compliance with the contract General Terms and Conditions section, “Subcontracting” term.

- Do you plan to use any subcontractors to complete any portion of the project?
 Yes No
- If yes, briefly summarize below project phases that will be subcontracted:

We will issue a RFP for a Planning/Engineering company to work with the City and community at large to develop a master plan for the Northwest Clean Energy Park.

Project Short Description

The City of Richland will develop a unified master plan for the Northwest Clean Energy Park, former federal industrial land to establish a strategic clean-energy employment district. The project will create a shared vision, infrastructure and land-use framework, governance approach, and implementation strategy to ensure this scarce developable land is planned for its highest and best long-term use in partnership with regional stakeholders.

Expanded Detail:

The City of Richland (“the City”) has three disparate industrial areas totaling 5,558 acres that comprises the Northwest Clean Energy Park which was all former Hanford land. Horn Rapids Industrial Park comprises 2,466 acres at the northwest corner of State Route 240 and Stevens Drive. The North Horn Rapids area is 1,641 acres of industrial land that was also deeded to the City by Hanford/Department of Energy. The City recently received a 1,451 acre industrial area called the Richland Innovation Center as a

result of a land swap with the Port of Benton. The three areas are adjacent to each other and would greatly benefit from a unified vision/plan. This land is adjacent to the Energy Northwest Columbia Nuclear Generating Station and the Pacific Northwest National Lab. Up to 5,400 acres eventually may also get transferred to the City. The City is currently engaged in updating its Comprehensive Plan. Now is the time to jointly master plan this key clean energy industrial area with our partners.

Key deliverables within this master plan would include Strategic Planning and Visioning, Infrastructure and Land Use Planning of the area, Stakeholder Engagement and Governance, Policy Incentive and Funding, and then Implementation and Monitoring. It is key that the future of this employment area is planned to its highest and ultimate best use. With developable land in short supply due to tight urban growth areas, master planning is key.

Direct and Meaningful Benefits to Vulnerable Populations

Within the State of Washington Department of Health Environmental Health Disparities Map Richland is Ranked an 8 which is considered high. This is due to several factors including proximity to the Hanford Superfund Site where plutonium and uranium were made for the defense. The City scores a 9 for Lead Risk from Housing and a 9 from Proximity to Risk Management Plan sites. Wastewater Discharge is 10. This is due to the postwar construction from World War II when asbestos and lead were still utilized in general construction. Sensitive populations are listed with a 6 with death from cardiovascular disease and 9 from low birth weight.

Repositioning the land so it can be home to clean energy industries especially when adjacent to PNNL and the Columbia Generating Station will help to solve these health disparities by attracting employers that do not pollute and provide family wage jobs.

Work to be completed:

Original Task Number	Deliverable # that will be listed in the Budget Template	Task
Milestone A		
	A.1	Contract negotiation with state & city council authorization
	A.2	RFQ for consultants to complete work
	A.3	Award consultant contract for work
Milestone B		
	B.1	Project initiation and governance
	B.2	Stakeholder engagement & market analysis
	B.3	Site assessments and diligence
Milestone C		
	C.1	Concept alternatives and testing
	C.2	Public review and preferred plan selection
	C.3	Preliminary engineering and environmental screening
Milestone D		
	D.1	Financing, phasing, and implementation strategy
	D.2	Regulatory coordination
Milestone E		
	E.1	Draft master plan and economic impact analysis
	E.2	Run through Planning Commission, Economic Development Commission, and City Council for adoption
	E.3	Final Documentation

Milestone A: Contracting and Planning

1. Contract negotiation with State. Adoption of contract via Richland City Council:
2. Issue RFQ for Consultants to Complete Project
3. City Council award consultant contract for work

Milestone B: Project Governance, Community Engagement, and Site Technical Review

Project initiation and governance

1. Form Steering Committee and Technical Working Group.
2. Confirm scope, budget, consultant roles, communications plan, risk register, project schedule baseline.

Stakeholder engagement and market analysis

1. Conduct targeted interviews with City, Port, utilities, regional economic partners, tribes, private industry, Department of Energy-affiliated entities.
2. Prepare market demand report for clean-industrial sectors (hydrogen, energy storage, low-carbon manufacturing).
3. Host Stakeholder Workshop 1 to confirm objectives and target industries.

Site assessments and due diligence

1. Compile utilities capacity, water/wastewater, fiber, and power studies.
2. Perform geotechnical borings, topographic survey, transportation access and rail/port analysis.
3. Conduct Phase I environmental screening, wetlands and cultural resources scoping.
4. Produce Technical Baseline Report.

Milestone C: Concept Development, Public Review, and Preliminary Engineering

Concept alternatives and testing

1. Develop three various land use and infrastructure alternatives with footprints, circulation, rail spurs, buffer zones, and preliminary cost ranges.
2. Internal technical review and coordination with utilities and rail partners.

Public review and preferred plan selection

1. Public workshop series (in-person and virtual) and online comment period.
2. Refine options and confirm preferred alternative with Steering Committee.

Preliminary engineering and environmental screening

1. Prepare concept-level engineering for trunk utilities, roads, drainage, rail tie-ins and grading.
2. SEPA scoping, identify required technical studies (wetlands, archaeology, noise).
3. Environmental Impact Statement (EIS) document.
4. Produce Infrastructure Concept Report and mitigation matrix.

Milestone D: Implementation Planning and Permit Coordination

Financing, phasing and implementation strategy

1. Develop detailed capital cost estimate for Phase 1 buildout and full buildout.
2. Identify funding sources: federal/state grants, Port/City financing, P3 approaches (public-private partnerships), utility agreements.
3. Create phased implementation schedule and shovel-ready checklist.

Regulatory coordination and permit pre-applications

1. Compile permit matrix and critical path, complete pre-application meetings with permitting agencies, begin early permit submissions where feasible.
2. Coordinate interagency consultations and mitigation sequencing.

Milestone E: Final Master Plan with Economic Analysis and Closeout

Draft master plan and economic impact analysis

1. Integrate land plan, infrastructure plan, environmental constraints, financing, implementation phasing and market strategy.
2. Prepare economic and jobs impact analysis and tenant prospectus.
3. Publish Draft Master Plan and open 30-day public comment period.

Final revisions, adoption and closeout

1. Address public and agency comments, finalize plan documents and implementation toolkit.
2. Present for Advisory Boards and Commissions n and City Council adoption hearings.
3. Deliver final digital package, project closeout report and recommended next steps for implementation.
4. Final Report – Consultant submit final report with all analysis, assessments, and evaluations to the Awardee at the close of the feasibility study. Awardee or consultant will submit this report and the Commerce Fact Sheet to the WA Department of Commerce as its final milestone.

Attachment B: Budget

This grant is funded using state operating dollars and therefore cannot be extended beyond 6/30/2027.

Milestone	Project Activity & Task	Deliverable(s)	Expected Completion Date	Percent of Grant	\$ Applicant Match	\$ Amount of Grant
A: Contracting and Planning			Apr-26	2%	\$20,000	\$20,000
A.1	Contract negotiation with state and city council authorization.	Fully authorized grant agreement between City and State.				
A.2	RFQ for consultants to complete work.	Request for Qualifications (RFQ)				
A.3	Award consultant contract for work.	Fully authorized agreement between consultant and City.				
B: Community/stakeholder Outreach			Aug-26	27%	\$10,000	\$240,000
B.1	Form steering committee and technical working group. Confirm scope, budget, consultant roles, communications plan, risk register, project schedule, and baseline.	Project Schedule				
B.2	Conduct targeted interviews with City, Port of Benton, utilities, regional economic development partners, tribes, private industry, PNNL, Department of Energy-affiliated entities related to Hanford. Prepare market demand report for clean-industrial sectors (hydrogen, energy storage, low-carbon manufacturing). Host stakeholder workshop to confirm objectives and target industries.	market analysis report				

B.3	Compile utilities capacity, water/wastewater/stormwater, fiber, and power studies. Perform geotechnical borings, topographic survey, transportation access, and rail/port analysis. Conduct Phase 1 environmental screening, wetlands, and cultural resources scoping. Produce technical baseline report.	Technical Baseline Report				
C. Concept Development			Dec-26	47%	\$20,000	\$425,000
C.1	Develop three various land use and infrastructure alternatives with footprints, circulation, rail spurs, buffer zones, and preliminary cost ranges. Internal technical review and coordination with utilities and rail partners.	Report of the three (3) land use studies				
C.2	Public workshop series (in-person and virtual) and online comment period. Refine options and confirm preferred alternative with steering committee.	Report of the plan selection				
C.3	Prepare concept-level engineering for trunk utilities, roads, drainage, rail tie-ins, and grading. SEPA scoping, identify required technical studies (wetlands, archeology, noise). Environmental Impact Statement (EIS) document. Produce infrastructure concept report and mitigation matrix.	Preliminary engineering and environmental screening matrix report				
D: Implementation Planning and Permit Coordination			Mar-27	14%	\$20,000	\$125,000
D.1	Develop detailed capital cost estimate for Phase 1 buildout and full buildout. Identify funding sources, grants, Port/City financing, P3 approaches, and utility agreements. Also, electrical needs. Create phased implementation schedule and shovel-ready checklist.	Checklist for phasing and implementation strategy.				

D.2	Coordinate interagency consultations and mitigation sequencing.	Mitigation sequencing document.				
E: Final Master Plan with Economic Analysis and Closeout			Jun-27	10%	\$10,000	\$90,000
E.1	Draft master plan and economic impact analysis.	Copy of Master Plan				
E.2	Presentations to City Economic Development Commission and Planning Commission for recommendation.	Copy of Presentation				
E.3	Presentation at a city council workshop and then council meeting for final approval.	Copy of Presentation				
E.4	Story telling	Communicate the project narrative with a Fact Sheet based on the Commerce-provided template and at least one other mode of story-telling				
			TOTALS:	100%	\$80,000	\$900,000

Match Source:
 If providing match/cost-share, what is the source of funds?
 (Federal funds, State or Local funds, Private funds, or No match provided)

Match source: in-kind

Match was not required for this RFA

TOTAL AWARD VALUE: \$900,000

TOTAL MATCH/LEVERAGED \$: \$80,000

Attachment C: Reporting

Quarterly Reports

The Grantee must submit quarterly written reports to COMMERCE, using the report form provided by COMMERCE, no later than fifteen (15) days after the end of each quarter. Each report must include:

1. A narrative summarizing project activities, risks and issues identified or mitigated, and lessons learned.
2. A description of milestones completed during the quarter and milestones anticipated in the next quarter.

Periodic Reporting

The Grantee may be required to provide additional information or metrics necessary to satisfy reporting requirements of the capital budget proviso, the legislature, the governor's office, or COMMERCE. Such requirements may include, but are not limited to, information needed to comply with the Climate Commitment Act (CCA) (*RCW 70A.65*), the Healthy Environment for All (HEAL) Act (*RCW 70A.02*), or other current or future statutory or policy reporting obligations.

Final Report and Fact Sheet

A final report and fact sheet must be submitted to Commerce. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

Quarterly Reports Submission Deadlines

Quarter 1	April 15
Quarter 2	July 15
Quarter 3	October 15
Quarter 4	January 15

Attachment D: Proviso

Clean Energy Siting and Permitting

NEW SECTION. Sec. 133. FOR THE DEPARTMENT OF COMMERCE—ENERGY AND INNOVATION

2025-27 Clean Energy Siting and Permitting (HB 5167)

\$5,000,000 of the climate commitment account—state appropriation is provided solely for grants to support port districts, counties, cities, towns, special purpose districts, any other municipal corporations or quasi-municipal corporations, and tribes to support siting and permitting of clean energy projects in the state.

Eligible uses of grant funding provided in this section include supporting predevelopment work for sites intended for clean energy projects, land use studies, conducting or engaging in planning efforts such as planned actions and programmatic environmental impact statements, and staff to improve permit timeliness and certainty.

Appropriation:

Climate Commitment Account—State.	\$5,000,000
Subtotal Appropriation.	\$5,000,000
Prior Biennia (Expenditures).	\$0
Future Biennia (Projected Costs).	\$0
TOTAL.	\$5,000,000