



Request for Qualifications

for

Meadowdale Neighborhood Park Improvements Phase II

RFQ # 2621

Date Issued: 12/15/15

1. INTRODUCTION

1(A) Background

The City of Lynnwood (the “City”) is located in South Snohomish County approximately fifteen (15) miles north of Seattle and twelve (12) miles south of Everett. The City serves as the primary business center of south Snohomish County. The City has a population of over 35,000 and encompasses almost eight (8) square miles in Snohomish County. A mayor-council form of government administers the City with seven (7) elected Council members and an elected Mayor. The City’s approximately 324 regular full-time employees, 17 regular part-time employees, and 139 part-time/seasonal employees provide an array of services including police, fire protection, emergency medical services, water distribution, sewage collection and treatment, street construction and maintenance, and parks and recreational facilities including a pool, a senior center, and a golf course. The City also has a municipal court and a jail facility that provide services locally and to other governmental agencies.

The Mayor directs all City operations. The City’s address is 19100 44th Avenue West, P.O. Box 5008, Lynnwood WA 98046-5008.

The City has ten (10) central departments: Fire; Police; Human Resources; Public Works; Municipal Court; Economic Development; Administrative Services; Information Technology; Parks, Recreation and Cultural Arts; and Community Development.

For more information about the City of Lynnwood, visit <http://www.ci.lynnwood.wa.us> .

1(B) RFQ Purpose/Summary

The City Of Lynnwood is seeking Architectural design and Engineering services for phase II improvements to Meadowdale Neighborhood Park located at 5700 168th St SW, Lynnwood, WA 98037.

Original construction of the 5.64 acre park was completed in 2002 and included a restroom building, playgrounds, walking paths and parking.

The design services will include design development and construction documents for approximately 15 additional parking spaces, storm water improvements for the additional parking and the layout of a prefabricated picnic shelter located near the playground. The project may include, but is not limited to the following: grading, drainage, landscaping, irrigation, parking, street frontage improvements, picnic shelter, raingarden and trails.

The city will provide a Boundary and Topographical survey of the area designated for parking improvements.

1(C) RFQ Cover Sheet

CITY OF LYNNWOOD
RFQ No. 2621
Meadowdale Neighborhood Park Improvements Phase II
Response Cover Sheet

	Yes	No
Has your company operated at least 1 year without interruption?	<input type="checkbox"/>	<input type="checkbox"/>
Has an owner of your company been convicted of a crime within the past 10 years?	<input type="checkbox"/>	<input type="checkbox"/>
Does any employee or official of the City have any financial or other interest in your firm?	<input type="checkbox"/>	<input type="checkbox"/>
If selected, do you agree to execute a contract essentially the same in form as the sample contract attached as Section 6?	<input type="checkbox"/>	<input type="checkbox"/>
Does your company maintain insurance in amounts specified by City contract? (if no, this does not necessarily eliminate Consultant from submittal):	<input type="checkbox"/>	<input type="checkbox"/>
If no, describe differences: _____		
Are there any claims pending against this insurance policy?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, describe _____		
Does your company maintain Professional Liability Insurance?	<input type="checkbox"/>	<input type="checkbox"/>
Has your company been in bankruptcy, reorganization or receivership in the last five years?	<input type="checkbox"/>	<input type="checkbox"/>
Has your company been disqualified by any public agency from participation in public contracts?	<input type="checkbox"/>	<input type="checkbox"/>
Is your company licensed to do business in the State of Washington?	<input type="checkbox"/>	<input type="checkbox"/>

Undersigned acknowledges that addenda _____ through _____ have been taken into account as part of this requirement.

The undersigned hereby accepts the terms and conditions as set forth herein. The undersigned hereby accepts the terms and conditions as set forth herein. This page must be signed and dated by the Consultant's representative who is legally authorized to contractually bind the Consultant.

FULL LEGAL NAME OF COMPANY _____

TYPE OF BUSINESS Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

FEDERAL EMPLOYEE ID NUMBER (FEI): _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____ FAX _____

NAME (Please Print) _____ TITLE _____

SIGNED _____ DATE _____

LYNNWOOD BUSINESS LICENSE – To be obtained at award by the apparent successful Consultant and at the Consultant's expense. The successful Consultant is responsible for compliance with Lynnwood business license requirements per LMC 5.06.01b, and 5.06.04b. Consultant may call 425-670-5159 for business license information.

2. RFQ INSTRUCTIONS AND INFORMATION

2(A) RFQ Timeline

Day/Date	Description
Tuesday December 15, 2015	Advertisement announcing RFQ placed in Everett Herald and Daily Journal of Commerce. RFQ placed on City of Lynnwood website. RFQ available to Consultant via email notification and access to website.
Tuesday December 29, 2015	Consultant's written questions are due to the City no later than usually half way through the open period.
Tuesday January 5, 2015	Answers to Consultant's written questions due. These answers include any questions received by the Buyer in email format by the date shown above.
Tuesday January 12, 2015 2:00 p.m.	RFQ responses due to the Purchasing and Contracts Division at City Hall located at 19100 44 th Ave. W., Lynnwood, WA 98036. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service, including email. Postmarking by the due date will not substitute for actual receipt of proposals.
*Week of January 19th	Consultant responses will be analyzed and scored by the evaluation team. The total score will factor heavily into the City's decision as to which Consultant(s) will be considered finalists.
*Week of January 19th	A decision is made as to which Consultant(s) will be finalists. All Consultant(s) will be notified of the City's decision.
*Week of January 19th	(City Optional) Finalists' references may be contacted at the City of Lynnwood's discretion.
*Week of January 25th	Award to apparent successful Consultant is made subject to successful negotiation of terms and conditions. Notice of award to apparent successful Consultant posted on website.
*Week of January 25th	Contract negotiations begin
*Week of February 16, 2015	Development, implementation plans begin.

**The City reserves the right to make changes to the Timeline as needed or required*

2(B) RFQ Selection and Evaluation Team

Three (3) City team members will be evaluating proposals that are received by the due date and time listed in Section 2(A).

2(C) RFQ Buyer Contact

Cynthia Capifoni Buyer	Physical Address: 19100 44 th Avenue West Lynnwood, WA 98036	Mailing Address: P.O. Box 5008 Lynnwood, WA 98046
	Phone: (425) 670.5166 Email address: ccapifoni@ci.lynnwood.wa.us Any and all communication to the buyer relative to this requirement must be via email.	

2(D) RFQ Evaluation Criteria, Submittal instructions and Checklist

An evaluation team will score responses received. The City of Lynnwood reserves the right to conduct interviews, review contractor qualifications and/or demonstrations. The City reserves the right to award a contract based upon the written proposals at its sole discretion.

If an award is made as a result of this RFQ, it shall be awarded to the contractor whose proposal is most advantageous to the City with price and other factors including, but not limited to, responses to the RFQ questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; memberships, licenses, or any other applicable membership or certifications; presentations to the City evaluation team and others (if applicable); on-site visits at contractor's site (if applicable), product samples which the City may, at its discretion, request as part of the RFQ process; any additional criteria deemed appropriate by the City which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFQ.

When determining whether a contractor is responsible, or when evaluating a contractor's proposal, the following factors will be considered, any one of which will suffice to determine if a contractor is either not a responsible contractor or if the contractor's proposal is not the most advantageous to the City:

CRITERIA	DESCRIPTION	POINTS
Qualifications	Resumes, experience, company history, description of subcontractors and their qualifications, and/or references. Review of samples of similar projects.	50
Approach to work	How will the work be performed, at what schedule and for each phase; explain your methodology in how you will collaborate with city staff, etc.	25
Ability to meet schedule	The ability, capacity and skill of the consultant to perform the contract or provide the service required within the scheduled timeframe.	25
Total	Total score possible	100

RFQ RESPONSE SUBMITTAL CHECKLIST

Architect & Engineer shall submit a response in the following format. All submissions must be in MS Word and/or Excel.

1. Consultant shall include one original response (**labeled “original”**) with original signature (See Tab 1).
2. The **original submittal** shall be sent to the Purchasing Buyer at the address shown in Section 2C, on or before the due date shown in Section 2A. Submittals may be mailed, delivered physically, or sent electronically via email.
3. In addition to the original specified above the Consultant **MUST** include the entire response in its native format attached to the email, or if physically delivered, shall be placed inside the front cover of the hard copy.
4. The RFQ name must be shown on the lower left-hand corner of the box if hard copy is provided.

Tab #	Section	Description
1	1C	RFQ Cover Sheet
2	2F	Non-Collusion Certification
3	4A	Answer Background Questions
4	4B	Answers to General Questions
6	4C	Summary
7	7	Contract Review Acknowledgement

This checklist is intended merely as an aid to the Consultant in providing a response to this RFQ. The Consultant retains the sole responsibility for accuracy and completeness of the response.

2(E) Notices and Response Criteria

2(E)1 Good Faith

This RFQ has been compiled in good faith. The information contained within is selective and subject to the City's updating, expansion, revision and amendment.

2(E)2 Right to Cancel

The City reserves the right to change any aspect of, terminate, or delay this RFQ, the RFQ process and/or the program which is outlined within this RFQ at any time, and notice shall be given in a timely manner thereafter.

2(E)3 Not an Award

Recipients of this RFQ are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting; offering or awarding a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

2(E)4 Property of the City

Responses to this RFQ will become the property of the City, and will form the basis of negotiations of an agreement between the City and the apparent successful Consultant.

2(E)5 City not Liable for Costs

The City is not liable and will not be responsible for any costs incurred by any Consultant(s) for the preparation and delivery of the RFQ responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFQ finalists to the City.

2(E)6 City's Expectations

During the review of this document, please note the City's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFQ finalist and successful Consultant.

2(E)7 Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

2(E)8 Single Response

A single response to the RFQ may be deemed a failure of competition, and in the best interest of the City, the RFQ may be cancelled.

2(E)9 Proposal Rejection; No Obligation to Buy

The City reserves the right to reject any or all proposals at any time without penalty. The City reserves the right to refrain from contracting with any Consultant. The release of this RFQ does not compel the City to purchase. The City may elect to proceed further with this project by interviewing firm(s) well – suited to this project, conducting site visits or proceeding with an award.

- 2(E)10 Right to Award
The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the Consultant can offer.
- 2(E)11 Withdrawal of Proposals
Consultant may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the Consultant must be submitted to the RFQ Coordinator. The Consultant may submit another proposal at any time up to the proposal closing date and time.
- 2(E)12 Non-Endorsement
As a result of the selection of a Consultant to supply products and/or services toe City is neither endorsing nor suggesting that the Consultant's product is the best or only solution. The Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.
- 2(E)13 Proprietary Proposal Material
Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a Consultant's proposal, the City will comply according to the Open Public Records Act, chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Consultant has been given an opportunity to seek a court injunction against the requested disclosure.
- 2(E)14 Errors in Proposal
The City will not be liable for any errors in Consultant proposals. Consultant will not be allowed to alter proposal documents after the deadline for proposal submission.

The City reserves the right to make corrections or amendments due to errors identified in proposals by the City or the Consultant. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Consultants are liable for all errors or omissions contained in their proposals.

If, after the opening and tabulation of proposals, a Consultant claims error and requests to be relieved of award, s/he will be required to promptly present certified work sheets. The RFQ Buyer will review the work sheets and if the RFQ Buyer is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Consultant may be relieved of his/her proposal.

After opening and reading proposals, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between a price per unit and the extended amount of any proposal item, the price per unit will control. The City will use the total of extensions, corrected where necessary.

2(E)15 Performance Bond - A performance bond is not required

2(E)16 Payment Bond – A payment bond is not required.

2(E)17 Funding

Any contract entered into as a result of this RFQ is contingent upon the continued funding by the City of Lynnwood.

2(E)18 Terms of Payment

The City's terms of payment are Net 30. Payment will be made within thirty (30) days upon receipt of an undisputed invoice for goods and/or services that have been delivered and accepted. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. A Consultant may submit an invoice for partial shipments or progress payments. All invoices must be submitted to:

City of Lynnwood
Accounts Payable
P O Box 5008
Lynnwood, WA 98046-5008

2(E)20 Response Information

Information regarding this Request for Qualifications, including any addenda, is available by emailing the Buyer, Cynthia Capifoni at ccapifoni@ci.lynnwood.wa.us.

2(E)21 Proposal Opening

This proposal is not a formal public proposal opening and reading.

Proposals are informally read and opened in the Purchasing and Contracts office by purchasing staff. The City reserves the right, under special circumstances, to hold public proposal openings.

2(F) Non-Collusion Certification

<p style="text-align: center;">CITY OF LYNNWOOD RFQ No. 2621 Meadowdale Neighborhood Park Improvements Phase II Response Cover Sheet</p>
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NON-COLLUSION CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed Architect & Engineer has not divulged to nor discussed or compared his/her proposal with other Architect & Engineers and has not colluded with any other Architect & Engineer or parties to proposal whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials and/or services. Any such violation will result in the cancellation of any resultant contract and/or return of material as applicable.

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Authorized Signature: _____

Typed/Printed Name: _____

Title: _____

Date: _____

3. SCOPE OF SERVICES

Phase 1 Parking lot

- A. Layout plans
- B. Grading and drainage plan and details
- C. Soil preparation and planting plan and details
- D. Irrigation plans and details, city will select equipment for compatibility with existing
- E. Storm drainage improvements may require (engineered) structural solutions or structural calculations for project submittal or permitting
- F. Deliverables include ACAD to pdf file transfer for upload to ftp and/or Builders Exchange
Bidding site

Phase 2 Picnic Shelter

- A. Layout plans
- B. Grading and drainage plan and details
- C. Soil prep and planting plan and details
- D. Irrigation plans and details, city will select equipment for compatibility with existing
- E. Deliverables include ACAD to pdf file transfer for upload to ftp and/or Builders Exchange
Bidding site

GENERAL PROJECT DESIGN ASSUMPTIONS

- Existing survey files are in ACAD, additional field survey or map drawings are available for review.
- City will purchase a Premanufactured picnic shelter including engineered drawings and calculations
- The city expects to select an architect by January 2016, Design and bidding in February, March with construction beginning in May, June 2016
- Project limits include those immediate areas around the proposed new parking and proposed picnic shelter area as noted on provided drawing
- An Engineers cost estimate for construction will be provided by the architect.

EXHIBIT – A

See Attached: CAD Topography

EXHIBIT - B

See Attached: PARK PARKING LOT DRAWING

4. ADDITIONAL INFORMATION

Please provide your responses as indicated in the RFQ Response Submittal checklist in Section 2(D).

4(A) Background Questions

4(A)1. Provide a brief narrative of the overall vision that would shape this project. Please indicate if you have experience working with open space parks, parking lots and prefab structures,

4(A)2. Discuss your proposed approach to the project and scope of services.

4(A)3. In the form of a chart or diagram, outline the interrelationship between tasks and steps to complete deliverables, including time frames.

4(A)4. Provide the background and qualifications of specific staff who will work on this project.

4(B) General Questions

4(B)1 This has been intentionally left blank

4(B)2. How many years has your company been in business? How long have you been providing these services? What is your company's primary line of business?

4(B)3. Provide a brief overview of your company (furnish your business philosophy, mission statement, management structure, organization chart, etc.).

4(B)4. How many employees do you have? What is the total years' experience your employees have in this profession; what is the average?

4(B)5. State the type of ownership of your company. Give the State and date of incorporation if applicable. List headquarters and regional / full-service office locations, and website address.

4(B)6. Provide the key contact name, title, address, telephone and fax numbers. Also identify the person(s) authorized to contractually bind the organization. Provide resumes for owners and key sales personnel.

4(B)7. This has been intentionally left blank

4(B)8. Please provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.

4(B)9. Do you anticipate that your company will be acquired in the foreseeable future? Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.

4(B)10. Include names of three (3) current customers (title and phone numbers) that have had a scope of work similar to that described in this RFQ and a letter of recommendation from each.

4(B)12. Please include reference names of former customers, if any, (title and phone numbers) and the reasons for disengagement of your services.

4(B)13. What type of insurance coverage do you carry? Describe the amount of coverage.

4(B)14. Are you on either the Federal debar list or your home state debarred list?

4(C) Summary

Explain in one page or less how your solution will differentiate you from other Consultants and why we should choose you as our successful Consultant. List the unique qualifications that you wish us to consider in the evaluation of your submittal which is not already addressed by our questions above.

5. QUESTION SUBMITTAL FORM

Questions regarding this RFQ must be submitted in writing, in electronic form (MS Word), on the form provided in this Section 5 (below) and returned via email to the RFQ Buyer listed in Section 2(C), and only during the allotted timeframe detailed in the timeline, Section 2(A). Only **ONE** question per form is permitted; duplication of the form is acceptable in the event you have additional questions.

Answers to all pertinent questions from all Consultants' will be returned to all RFQ participants without identifying the Consultant making the inquiry.

Meadowdale Neighborhood Park Improvements Phase II - RFQ #2621	RFQ QUESTIONS FORM
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RFQ SECTION AND PARAGRAPH:		RFQ PAGE NUMBER:	
SUBMITTED BY:		DATE SUBMITTED:	
EMAIL:		PHONE:	
COMPANY NAME:			

All Consultants are required to direct their questions to the RFQ Buyer listed in Section 2(C). **Only one question per form is permitted.**

5 (A) The total price if entire scope is completed. Proposed pricing MUST include all costs to complete the work. There will be NO reimbursement for any travel or ancillary work.

- A: This bid includes no reimbursable expenses.

6. SAMPLE CONTRACT

PROFESSIONAL SERVICES CONTRACT

CITY OF LYNNWOOD

**TITLE: Meadowdale Neighborhood Park Improvements Phase II
CONTRACT # 2621**

This Contract, dated effective the **xxxxx of xxxxxx, 201x** and is made and entered into by and between the City of Lynnwood (“the City”) and **xxxxxxxxxxxxxxxx** (“Vendor”).

Company Name:
Contact Name:
Vendor Address:
Vendor Phone:
Vendor Fax:
Vendor e-mail:

WHEREAS, the City desires to hire a **XXXXXX**; and

WHEREAS, public convenience and necessity require the City to obtain the services of a Vendor with **XXXXXX** experience; and

WHEREAS, the City finds that Vendor is qualified to perform and is experienced in performing the required services; and

WHEREAS, the City desires to engage the Vendor to **XXXXXX**;
NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Vendor.

The City retains the Vendor to provide the services described in Exhibit A, Scope of Work, which is incorporated into this Contract by reference (the “Work”). Any inconsistency between this Contract and the Scope of Work shall be resolved in favor of this Contract. The City of Lynnwood’s RFQ Meadowdale Neighborhood Park Improvements Phase II #2621 dated date of issue and name response to RFQ # 2621, dated date of response / quote are incorporated into this document by reference.

The City may revise the Work and the compensation only by a written Amendment signed by both parties.

The project manager(s) of the Work shall be **xxxx**. The project manager(s) shall not be replaced without the prior written consent of the City.

Work shall commence when the City issues a notice to proceed or purchase order and it shall be completed no later than XXXX, unless the completion date is extended in writing by the City.

2. Compensation.

- A. The total compensation to be paid to Vendor, including all services and expenses, shall not exceed XXXXXX (\$XXXX) as shown on Exhibit B, which shall be full compensation for the Work. Vendor shall notify the City when its requests for payment reach eighty-five percent (85%) of the total compensation.
- B. The Vendor shall be paid in such amounts and in such manner as described in Exhibit B.
- C. Vendor shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses listed in Exhibit C or those expenses that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Vendor shall lodge within the corporate limits of City.

3. Term of Contract.

The term of this contract shall be XXX (X) years (until xxxxxx) with XX (XX) additional XX(X) year renewal terms, upon mutual written agreement by both parties.

4. Request for Payment.

- A. Not more than once every thirty (30) days the Vendor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices. The City's terms of payment are Net 30 days upon receipt of an undisputed invoice.
- B. All requests for payment should be sent to:
 - City of Lynnwood
 - Attn: Accounts Payable
 - PO Box 5008
 - Lynnwood, WA 98046-5008

5. Work Product.

The Vendor shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Vendor, at its expense, shall expeditiously correct such unacceptable work. If Vendor fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Vendor's permission shall be at the City's sole risk.

6. Termination of Contract.

City may terminate this Contract by sending a written notice of termination to Vendor (“Notice”) that specifies a termination date (“Termination Date”) at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Vendor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Vendor’s material breach, the Vendor shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Vendor actual notice in a timely manner.

This Contract is contingent upon the City Council’s appropriation of sufficient funds for the Work contemplated under this Contract. In the event that sufficient funds are not appropriated for the Work, the City shall have the right to terminate the Contract, effective immediately, without termination charge or other liability, by providing written notice of termination to Vendor.

7. Assignment of Contract – Subcontractors.

Vendor shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

8. Indemnification.

To the extent provided by law and irrespective of any insurance required of the Vendor, the Vendor shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Contract; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Vendor agrees that the provisions of this Paragraph 8 apply to any claim of injury or damage to the persons or property of Vendor’s employees. As to such claims and with respect to the City only, Vendor waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND VENDOR.

As used in this paragraph: (1) “City” includes the City’s officers, employees, agents, and representatives; (2) “Vendor” includes employees, agents, representatives sub-contractors; and (3) “Claims” include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney’s fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Vendor shall ensure that each sub-contractor shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Vendor pursuant to this paragraph.

9. Insurance.

- A. Vendor shall comply with the following conditions and procure and keep in force at all times during the term of this Contract, at Vendor's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Vendor's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Vendor shall require each sub-contractor to provide Workers' Compensation Insurance for its employees, unless the Vendor covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Contract may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Contract or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
 5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

- B. Before the Vendor performs any Work, Vendor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lynnwood, its officers, employees and agents as Additional Insureds on the Commercial General Liability

Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Contract and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Vendor's obligations to fulfill the requirements.

- C. Vendor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Vendor shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
- D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Vendor insurance in the name of the Vendor and deduct the cost of providing and maintaining such insurance from any sums due to Vendor under this Contract, or the City may demand Vendor to promptly reimburse the City for such cost.

10. Independent Contractor.

The Vendor is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Vendor shall not acquire any rights or status regarding the City.

11. Employment.

The Vendor warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Contract or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right either to terminate this Contract without liability or to deduct from the Contract price or consideration or to otherwise recover, the full amount of such consideration.

12. Audits and Inspections.

The Vendor shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Vendor's records and documents with respect to all matters covered by this Contract.

13. City of Lynnwood Business License.

Vendor may be required to obtain a City of Lynnwood business license before performing any Work. The cost of obtaining the business license is at the expense of the Vendor and shall not be reimbursed by the City. Please access the business license requirements and *information at "Get Your Business License" which can be obtained on the City's website at www.ci.lynnwood.wa.us.*

14. Compliance with Federal, State and Local Laws.

Vendor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

15. **Waiver.**
Any waiver by the Vendor or the City of the breach of any provision of this Contract by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
16. **Complete Contract.**
This Contract contains the complete and integrated understanding and Contract between the parties and supersedes any understanding, Contract or negotiation whether oral or written not set forth herein.
17. **Modification of Contract.**
This Contract may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Vendor.
18. **Severability.**
If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Contract shall remain in full force and effect.
19. **Notices.**
A. Notices to the City of Lynnwood shall be sent to the following address:
City of Lynnwood
Purchasing and Contracts Division
P.O. Box 5008
Lynnwood, WA 98046
- B. Notices to the Vendor shall be sent to the following address:
XXXXXXXX
20. **Venue.** This Contract shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Contract shall be in Snohomish County.

IN WITNESS WHEREOF, the City and Vendor have executed this Contract as of the date first above written.

CITY OF LYNNWOOD

XX VENDOR NAME XX

Nicola Smith, Mayor

Signature

Date

Printed Name

Title

Date

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – COMPENSATION

7. Contract Review Acknowledgement

CONTRACT REVIEW ACKNOWLEDGEMENT

This sample Contract has been reviewed and:

() is acceptable

() is acceptable as noted

Signed _____

Printed Name _____

Company Name _____

Date _____