

Request for Qualifications



City of Lynnwood Procurement Division
19100 44th Ave W Lynnwood, WA 98036

ADVERTISED DATE: MAY 15, 2019

Request for Qualifications (RFQ) Title: Justice Center Design & Construction Administration

RFQ Number: 3111

Due Date: June 6, 2019 - 2:00 p.m.

Buyer: Ginny Meads, gmeads@lynnwoodwa.gov

Alternate Buyer: Karen Fitzthum, kfitzthum@lynnwoodwa.gov

Pre-submittal Conference:

Date: May 29, 2019

Time: 1:00 p.m.

Location: City Hall, Conference Rm 4

Submittals are hereby solicited and will **only** be received
by:

City of Lynnwood

Procurement Services Section
19100 44th Ave West
Lynnwood, WA 98036

We acknowledge that all Addenda issued for this RFQ have been examined as part of the Qualification documents.

Company Name

Address

City/State /Postal Code

Signature

Authorized Representative / Title

Email

Phone

Fax

Contact Name:

Phone

Email

DEFINITION OF WORDS AND TERMS APPLICABLE ONLY TO INSTRUCTION OF THE RFQ

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by the City during the Qualification period and prior to contract award.

Best and Final Offer: Best and Final Offer shall consist of the revised submittal and any supplemental information requested during the evaluation of qualifications. In the event of any conflict or inconsistency in the items submitted by the Submitter, the items submitted last govern.

Competitive Range: The Competitive Range consists of the Submitters that have a reasonable chance of selection for contract award. The Evaluators (PE) shall conduct the initial evaluation of the submittals considering price and Evaluation Factors established in the RFQ. The Buyer and Project Manager/PE together shall compare the evaluations and determine the Competitive Range. The Competitive Range may be reduced after the evaluation of additional information, Best and Final Offers and negotiations.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFQ that the City shall examine to determine the Submitters understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Submitter; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the City.

Days: Calendar days.

Evaluators (PE): Team of people appointed by the City to evaluate the submittals, conduct discussions, call for Best and Final Offers, score the submittals and make recommendations.

Submitter: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a submittal to perform the Work.

RFQ: Request for Submittals, also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Submitters for information and reference in preparing submittals but not as part of this Contract.

SECTION 1 SUBMITTAL PREPARATION

1.1 Submittal Submission

Submitters are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation and shall use both sides of paper sheets where practicable.

Sealed submittals shall contain all required attachments and information and be submitted to The City (hereinafter "City") no later than the date, time and place stated on the front of this RFQ or as amended. The submittals shall show the title and number, the due date specified, and the name and address of the Submitter on the face of the envelope. Submitters are cautioned that failure to comply may result in non-acceptance of the submittal. The Submitter accepts all risks of late delivery of mailed submittals or of mis delivery regardless of fault. Submittals properly and timely submitted will be publicly opened.

Submittals will only be accepted from Consultants able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one submittal for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a submittal, the City requests the company advise the Buyer by email if they desire to remain listed for the subject of this RFQ and state the reason they did not submit a submittal.

1.2 Late Submittals

Submittals, modifications of submittals, received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.3 Cancellation of RFQ or Postponement of Submittal Opening

The City reserves the right to cancel this RFQ at any time. The City may change the date and time for submitting submittals prior to the date and time established for submittal.

1.4 Submittal Signature

Each submittal shall include a completed Submittal response form, the first page of this document, signed by an authorized representative of the Submitter.

1.5 Addenda

If at any time, the City changes, revises, deletes, clarifies, increases, or otherwise modifies the RFQ, the City will issue a written Addendum to the RFQ.

1.6 Questions and Interpretation of the RFQ

No oral interpretations of the RFQ will be made to any Submitter. All questions and any explanations must be requested in writing and directed to the Buyer no later than **five (5)** Days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Communications concerning this RFQ with other than the listed Buyer or Procurement staff may cause the Submitter to be disqualified. Any information modifying a solicitation will be furnished to all Submitters by addendum. **Communications concerning this submittal, with other than the listed Buyer may cause the Submitter to be disqualified.**

1.7 Schedule

<u>Day/Month/Year</u>	<u>Event</u>
<u>May 15, 2019</u>	Public announcement of Request for Submittals
<u>May 24, 2019</u>	Pre-submittal questions due, in writing
<u>May 29, 2019</u>	Pre-submittal conference (1:00 p.m. City Hall, Conference Room #4)
<u>June 6, 2019</u>	Submittals due
<u>Week of 6/10/19</u>	*Begin Evaluation of Submittals
<u>Week of 6/17/19</u>	*Begin Interviews/Demonstrations/conduct Site Visits, if applicable
<u>Week of 6/24/19</u>	*Execute Contract

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

1.8 Pre-Submittal Conference

A pre-submittal conference will be held at the time, date and location indicated on the cover page of the RFQ. All prospective Submitters are strongly encouraged to attend. The intent of the pre-submittal conference is to assist the Submitters to more fully understand the requirements of this RFQ. Submitters are encouraged to submit questions in advance to enable the City to prepare responses; these questions should be E-mailed to the Buyer. Questions will be encouraged during the pre-submittal conference also.

1.9 Examination of Submittal and Contract Documents

The submission of a submittal shall constitute an acknowledgement upon which the City may rely that the Submitter has thoroughly examined and is familiar with all requirements and documents pursuant with the RFQ, including any addenda and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Submitter to comply with the above requirement shall in no way relieve the Submitter from any obligations with respect to its submittal or to any Contract awarded pursuant to this RFQ. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFQ.

1.10 Cost of Submittals and Samples

The City is not liable for any costs incurred by Submitter in the preparation and evaluation of submittals submitted. Samples of items required must be submitted to location and at time specified. Unless otherwise specified, samples shall be submitted with no expense to the City. If not destroyed by testing, samples may be returned at the Submitter's request and expense unless otherwise specified.

1.11 Modifications of Submittal or Withdrawal of Submittal Prior to Submittal Due Date

At any time before the time and date set for submittal of submittals, a Submitter may submit a modification of a submittal previously submitted to the City. All submittal modifications shall be made in writing, executed and submitted in the same form and manner as the original submittal.

Submittals may be withdrawn by written notice received prior to the exact hour and date specified for receipt of submittals. A submittal also may be withdrawn in person by a Submitter or authorized representative provided their identity is made known and they sign a receipt for the submittal, but only if the withdrawal is made prior to the exact hour and date set for receipt of submittals. All requests for modification or withdrawal of submittals, whether in person or written, shall not reveal the amount of the original submittal.

1.12 Submittal Withdrawal After Public Opening

Except for claims of error granted by the City, no Submitter may withdraw a submittal after the date and time established for submitting submittals, or before the award and execution of a Contract pursuant to this RFQ, unless the award is delayed for a period exceeding the period for submittal effectiveness.

Requests to withdraw a submittal due to error must be submitted in writing along with supporting evidence for such claim for review by the City. Evidence must be delivered to the City within two (2) Days after request to withdraw. The City reserves the right to require additional records or information to evaluate the request. Any review by the City of a submittal and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the City to discover any other submittal error or mistake, and the sole liability for any submittal error or mistake rests with the Submitter.

1.13 Error and Administrative Corrections

The City shall not be responsible for any errors in submittals. Submitters shall only be allowed to alter submittals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the City.

The City reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1.14 Submittal Content Requirements

A. The submittal shall contain the following items and follow the sequence outlined below:

Sec. 1 & 2 Instructions and Information about the RFQ Process

Cover sheet with Submitter's Signature

Sec. 3 Scope of Work and Submittal Requirements

Proposals, including Executive Summary, shall be no more than 25 pages with 12-point font, minimum. The content should be presented in the following order:

- A. Executive Summary: include key elements of the RFQ, an overview of the project team, contact information (physical

address of office, Project Manager's email address and phone number).

- B. Project approach
- C. Proposed timeline
- D. Qualifications/Experience of Firm(s)
- E. Qualifications/Experience of Project Manager, specifically detention center & public safety facilities experience.
- F. Qualifications/Experience of Project Team, specifically detention center & public safety facilities experience.

Contract: Identify any exceptions to terms and conditions and attachments with a signed letter from an attorney or authorized representative

- B. Submit one original [marked ORIGINAL] unbound submittal and (5) copies of the submittal and attachments.
 - 1. Submitters shall submit with their submittal an exact duplicate of the original submittal, compact disk or flash drive Adobe Acrobat TM format, and in native format.

1.15 Compliance with RFQ Terms, Attachments and Addenda

- A. The City intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFQ. Submitters shall submit submittals, which respond to the requirements of the RFQ.
- B. Submitters are strongly advised to not take exceptions to the terms, conditions, attachments and addenda; exceptions may result in rejection of the submittal. An exception is not a response to a submittal requirement. If an exception is taken, a 'Notice of Exception' must be submitted with the submittal. The 'Notice of Exception' must identify the specific point or points of exception and provide an alternative.
- C. The City reserves the right to reject any submittal for any reason including, but not limited to, the following –
 - Any submittal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
 - Any submittal that has any qualification, limitation, exception or provision attached to the submittal;
 - Any submittal from Submitters who (in the sole judgment of the City) lack the qualifications or responsibility necessary to perform the Work;
 - Any submittal submitted by a Submitter which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
 - Any submittal, from Submitters who are not approved as being compliant with the requirements for equal employment opportunity; and

- Any submittal for which a Submitter fails or neglects to complete and submit any qualifications information within the time specified by the City.
- D. The City may, at its sole discretion, determine that a submittal with a 'Notice of Exception' merits evaluation. A submittal with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Submitter if the City determines that the submittal continues to be advantageous to the City.
- E. In consideration for the City's review and evaluation of its submittal, the Submitter waives and releases any claims against the City arising from any rejection of any or all submittals, including any claim for costs incurred by Submitters in the preparation and presentation of submittals submitted in response to this RFQ.
- F. Submittals shall address all requirements identified in this RFQ. In addition, the City may consider submittal alternatives submitted by Submitters that provide cost savings or enhancements beyond the RFQ requirements. Submittal alternatives may be considered if deemed to be in the City's best interests. Submittal alternatives shall be clearly identified.

1.16 Acceptance of Contract, Attachments and Addenda

Submitter(s) shall review the Contract, and all its attachments, and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions. The signed letter shall be submitted with the submittal.

If there are exceptions taken to the terms and conditions in Attachment A Contract and any of its attachments, the Submitter's attorney or authorized legal representative shall sign an exception letter describing reasoning for the exceptions and include the exception letter and Attachment A Contract as an attachment to the submittal, identifying the exceptions and proposed changes. All proposed changes shall be tracked the Contract using the tracking changes feature in Microsoft Word®.

The project schedule is such that it requires a very efficient submittal review and negotiation period. It is very important that any possible roadblocks or issues the Submitter may have with the terms and conditions are identified during the submittal process and resolved prior to proceeding with the Contract negotiations.

1.17 Forms Required before Contract Signing

- The Submitter shall submit within five (5) Days of notification from the City the insurance certificate and endorsement meeting the levels of coverage set forth in this RFQ.
- W-9 if not already on file with the City.

1.18 Collusion

If the City determines that collusion has occurred among Submitters, none of the submittals from the participants in such collusion shall be considered. The City's determination shall be final.

1.19 Protest Procedures

The City has a process in place for receiving protests based upon the RFQ or contract awards. The [protest procedure](http://www.lynnwoodwa.gov/City-Services/Bids-Submittals.htm) is available at <http://www.lynnwoodwa.gov/City-Services/Bids-Submittals.htm> .

SECTION 2 SUBMITTAL EVALUATION AND CONTRACT AWARD

2.1 Submittal Evaluation

- A. The City will evaluate submittals using the criteria set forth in this RFQ. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of submittal information may be conducted with those Submitters whose submittals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFQ, and clarifications may be included among the items for discussion. The discussions are intended to give Submitters a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the City and to make revisions required by the resulting changes. In addition, the City may request additional business and administrative information.
- B. The City may find that a Submitter appears fully qualified to perform the Contract or it may require additional information or actions from a Submitter. In the event the City determines that the submittal is not the most qualified the City shall eliminate the submittal from further consideration.
- C. The most qualified firm will be invited into negotiations for a contract. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Contract. In the event negotiations are not successful, the City may cancel negotiations and commence negotiations with the next qualified submitter.
- D. The City is not required to award a Contract and shall have no obligations until a Contract is signed between the Submitter and the City.

2.2 Responsive and Responsible

Responsive

The City will consider all the material submitted by the Submitter, and other evidence it may obtain otherwise, to determine whether the Submitter is in compliance with the terms and conditions set forth in this RFQ.

Responsible

In determining the responsibility of the Submitter, the City may consider:

- the ability, capacity and skill to perform the Contract and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Contract properly and within the times proposed;
- the quality and timeliness of performance on previous contracts with the City and other agencies, including, but not limited to, the effort necessarily expended by the City and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the Contract.

Failure of a Submitter to be deemed responsible or responsive may result in the rejection of a submittal.

2.3 Evaluation Criteria and Submittal Scoring

Each submittal has a total possible score **120** points with the points assigned as follows:

	Qualification Evaluation Criteria	Points
Executive Summary	Executive Summary include key elements of the RFQ, including an overview of the project team, contact information (physical address of office location, and Project Manager’s email address and phone number), number of years in business and certifications/licenses.	5
Project Approach and Timeline	Project Approach and Timeline describe proposed work plan for the project, identify people both who and how they will be involved in every element of the project and provide a proposed timeline.	25
Project Manager	Qualifications of Project Manager provide <u>up</u> to three (3) previous projects for the proposed Project Manager that demonstrates his/her experience with one or more roles/responsibilities on similar projects, and/or elements of such projects, specifically detention center & public safety facilities experience. Include client’s name, project’s completion date and roles/responsibilities for each project. <u>Note: this information may be used for reference check.</u>	30
Project Team	Qualifications of Project Team List key personnel for the project team and their role/responsibility on the project. Provide the related qualifications and experience of key personnel and provide up to three (3) examples of prior experience on similar projects within the last 3 years, specifically detention center & public safety facilities experience. Include the name of the project(s), owner(s), dates of the project(s), and roles/responsibilities of key personnel on those project(s). <u>Note: this information may be used for reference check.</u>	30
Terms and Conditions	Compliance with Contract Terms and Conditions identify any exceptions to terms and conditions and attachments with a signed letter from an attorney or authorized representative.	10
	Total possible written	100
	Interviews, if conducted	20
	Total evaluation	120

2.4 Public Disclosure of Submittals

This procurement is subject to the Washington Public Records Act, RCW (Revised Code of Washington) 42.56 et seq. Submittals submitted under this RFQ shall be considered public documents unless the documents are exempt under the public disclosure laws. After a decision to award the contract has been made, the submittals shall be available for inspection and copying by the public.

If a Submitter considers any portion of its submittal to be protected under the law, the Submitter shall clearly identify each such portion with words such as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.” If the City determines that the material is not exempt from public disclosure law, the City will notify the Submitter of the request and allow the Submitter ten (10) Days to take whatever action it deems necessary to protect its interests. If the Submitter does

not take such action within said period, the City will release the portions of the submittal deemed subject to disclosure. By submitting a submittal, the Submitter assents to the procedure outlined in this subsection and shall have no claim against the City on account taken under such procedure.

SUBMITTAL LABEL

Complete the form below (or reasonable facsimile) and affix to the exterior lower left-hand corner of the submission envelope(s), box(es), etc.

URGENT – SEALED SUBMITTAL ENCLOSED Do Not Delay – Deliver Immediately	
URGENT	 City of Lynnwood Procurement and Central Services Division 19100 44 th Ave W Lynnwood, WA 98046
	RFQ Number. 3111/GMEADS
	Title Justice Center Design & Construction Administration
	Opening Date June 6, 2019, 2:00 p.m.
	Firm Name
URGENT	

SECTION 3 SCOPE OF WORK

3.01 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 38,000 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 provides an array of services including police, 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, Lynnwood WA 98046-5008.

The City has nine (9) central departments: Police; Human Resources; Public Works; Municipal Court; Economic Development; Administrative Services; Information Services; Parks, Recreation and Cultural Arts; and Community Development.

3.02 PURPOSE

The City of Lynnwood is requesting Request for Qualifications from architectural or engineering firms for design, permitting and construction administration services for the new City of Lynnwood Justice Center.

The existing Police Department will be relocated to the adjacent vacant site, owned by the City of Lynnwood, and the existing building will be renovated and expanded to accommodate the court and jail functions as well as provide space for new programs and services.

Currently, there are two pre-design options provided as examples (see **Exhibit A – Lynnwood Justice Center Predesign**):

Design Option #1: a new 2-story police department building with 3-story underground parking or;

Design Option #2: a new 2-story police department building with a 4-story parking structure, 3 above grade and 1 below grade.

The Police Department will work with the selected firm to determine which design option will be approved for final design or to develop a new design option that most effectively utilizes the existing structure and property to meet the space needs and functionality requirements of the police department, court and jail.

In addition to preparation of construction plans, specification and cost estimates, the selected firm will support the City during the permitting phase, construction bidding process and will provide construction administration services during construction.

3.03 SCOPE OF SERVICES

Design, Engineering & Permitting

- A. The Consultant will provide design development and engineering for the new City of Lynnwood Justice Center. This will include, but is not limited to:
 - a. Architectural, structural, civil, mechanical, HVAC, plumbing, electrical, landscaping, sustainable design, security, data/telecommunications, low-voltage systems design, lighting and any other required plans in connection with the planning, designing and construction of the new Justice Center;
 - b. Perform detailed site analysis for the new center location including geotechnical study, on-site and off-site utilities, environmental assessment, hazardous materials survey and land survey;
 - c. Design of audio-visual, telecommunications and security and related low voltage systems associated with courthouse and detention equipment, including integration as appropriate with building automation system design;
 - d. Provide all aspects of project cost estimating and scheduling planning, including construction estimating, lifecycle costing and value engineering;
 - e. Provide all services required to plan, design, specify, coordinate and select furniture, fixtures, special finishes and equipment, interior design, including millwork design and finished martial details;
 - f. Present color and materials board, perspective renderings and photographs for approval of preliminary design by the City of Lynnwood. Upon approval of the preliminary design, proceed with construction documents and technical specifications and drawings;
- B. After approval and acceptance of the final design from the Design Development phase, the Consultant shall be responsible for preparation of the required (30%, 60%, 90% and 100%) architectural/engineering drawings and plan documents.
- C. Upon approval by the City, submit all applicable permit applications, including final construction plans and all required reports and calculations;
- D. Submit a final construction cost estimate:
 - 1) Work with the City's Deputy Police Chief during the design process to identify efficiencies and cost savings for the project, including possible phasing for renovation, remodel and construction depending on available funds;
 - 2) Meet with the City's Deputy Police Chief, Mayor, City Council, and other City staff as required to review the proposed design and finalize construction plans.
- E. The selected firm will provide construction administration services, including but not limited to the following:
 - 1) Coordinate and assist City Staff in the construction bid process;
 - 2) Submit and coordinate all required permits and approvals;
 - 3) Provide inspection services during the construction process;

- 4) Conduct progress and coordination meetings with the Deputy Police Chief to review construction progress, scheduling, conflict resolution, etc.;
- 5) Work with the Deputy Police Chief and selected general contractor to supervise, direct and manage the complete construction of the Project.

Bid Documents, Bid Award and Construction Administration Services

- A. Provide technical support to City Staff during the construction bidding phase, as Staff develops ITB, answers bidder's questions and publishes addenda. Attendance at the Pre-Bid meeting will be required;
- B. Provide technical support to review construction submittals;
- C. Provide construction administration services for the project, hold kick off and regularly scheduled construction meetings, prepare meeting minutes, progress reports and monitor construction progress relative to scheduling;
- D. Provide regular site visits to monitor progress. Perform field observations and provide technical assistance as needed to direct the Contractor on any minor changes and clarifications;
- E. Respond to Contractor RFI (Request for Information) and review Contractor Change Order requests;
- F. Review testing and inspection reports;
- G. Perform shop drawings/submittal review, field clarifications, and as-built/record drawings;
- H. Provide close-out phase series including but not limited to: punch list, warranty review, submission of drawings, and any other project close out related documents.

3.04 ESTIMATE

Project Costs have been estimated from \$46,000,000.00 to \$48,000,000.00

3.05 TIMELINE

We wish to begin design as soon as the most qualified consultant has been selected and negotiations are complete. We estimate the design process will take approximately 12 months; however, Consultants are encouraged to submit their timeline for review.

3.06 EXISTING STUDIES

A Predesign Study was prepared by kmd Architects, please see **Exhibit A – Lynnwood Justice Center Predesign**.



THIS CONTRACT # _____ ("Contract") is entered into by the City of Lynnwood Washington, (the "City"), and _____ (the "Consultant"), whose address is _____. The City is undertaking certain activities related to, Justice Center Design & Construction Administration Services, the City desires to engage the Consultant to provide Work in connection with such undertakings of the City,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. **CONTRACT DOCUMENTS -**

The Consultant shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this 1, page, the Terms and Conditions, and the following:
 - Scope of WorkExhibit A
 - Price AttachmentExhibit B
 - Certificate(s) of Insurance and Policy Endorsement.....Exhibit C
 - Other Exhibits and attachments (if applicable)
3. Request for Submittal (if applicable - as modified by any addenda)
4. Consultant's Submittal (if applicable)

II. **CONTRACT TERM**

This Contract shall be effective when countersigned by The City and shall expire number (0) years after the date of the City's signature, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. **CONTRACT AMOUNT OPTIONAL**

The City shall reimburse the Consultant upon Acceptance of the Work specified in this Contract in an amount not to exceed \$0.00.

IV. ACKNOWLEDGEMENT AND AUTHORITY

The parties acknowledge that they have had the opportunity to review this Contract. Therefore, the parties expressly agree that this Contract shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

The parties executing this Contract have authority to sign and bind its represented party to this Contract.

COMPANY NAME

THE CITY

Authorized Signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date

Accepted: _____

Date Accepted: _____

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: A written determination by the City that the Consultant has completed the Work in accordance with the Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

Consultant: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of Work under the Contract.

Day: Calendar day.

LMC: The Lynnwood Municipal Code.

Measurable Amount of Work: A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one week period.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the City to manage the project on a daily basis and who may represent the City for Contract administration.

RCW: The Revised Code of Washington.

Scope of Work (SOW): An exhibit to the Contract consisting of a written description of the Work to be performed.

Subconsultant: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Consultant to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Consultant shall be responsible for performing the Work. The City is not a party to defining the division of Work between the Consultant and its Subconsultants, if any.

The Consultant represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Warranty

Consultant warrants that the Work shall in all material respects conform to the requirements of this Contract. Consultant further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.3 Payment Procedures; Prompt Payment of Subconsultants

For Work Accepted by the City the Consultant shall furnish invoices to the project manager identified in notices section of this contract. All invoices shall contain the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The City will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the City. Within thirty (30) Days after receipt of an invoice, the City shall pay the Consultant for Accepted Work, upon acceptance of payment Consultant waives any claims for the Work covered by the invoice.

If the Consultant is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the City will make payment directly to the State.

The Consultant agrees to pay each Subconsultant under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Consultant receives from the City.

2.4 Pricing

Prices shall remain firm for the duration of the Contract. The Consultant may request a price change(s) in writing delivered to the City. The Consultant shall provide documentation satisfactory to the City in support of its request, such as changes to the Consumer Price Index for the Seattle-Tacoma-Bremerton area. The City reserves the right, in its sole discretion, to grant the request as submitted, engage the Consultant in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the City shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.5 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the City shall change or modify the Contract. The City may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.6 Changed Requirements

New federal, state and City laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Consultant agrees to accept all changed requirements that

apply to this Contract and require Subconsultants to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.7 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Consultant's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Consultant shall notify the City immediately of such condition in writing. The Consultant and Subconsultant(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits, and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.8 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Consultant communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

THE CITY	CONSULTANT
Deputy Police Chief Jim Nelson, Lynnwood Police Department	
19321 44 th Avenue West	
Lynnwood, WA 98036	
425-670-5607	

2.9 Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of the Code of Federal Regulations and the Consultant is required to verify that none of the Consultant, its principals, or affiliates, are excluded or disqualified from receiving contract award by the Federal Government. The Consultant is required to comply with CFR and must include the requirement to comply with the CFR in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Consultant certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Consultant agrees to comply with the requirements of the CFR while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.10 Compliance with Laws and Regulations

The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. The Consultant shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

SECTION 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Consultant

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Consultant relationship shall be created by this Contract. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Consultant and its employees. The Consultant shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the City, the Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Consultant. This indemnification obligation shall include, but is not limited to, all claims against the City by an employee or former employee of the Consultant or its Subconsultants, and the Consultant, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the City only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Consultant shall protect and assume the defense of the City and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the City on account of such litigation or claims. In the event that the City incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Consultant.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Consultant shall file with the City evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the City shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Consultant shall, upon demand of the City, deliver to the City all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to provide such insurance in a timeframe acceptable to the City shall enable the City to suspend or terminate the Consultant's Work hereunder in accordance with Contract provisions

regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Consultant from its insurance obligations hereunder.

3.4 Insurance Requirements

Upon execution of this Contract, the Consultant, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Consultant shall furnish the City with certificates of insurance and endorsements required by this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the City shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Contract. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Consultant shall maintain limits no less than,

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: \$2,000,000 Per Claim and in the Aggregate
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$1,000,000

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The City, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and agents. Additional

Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The City requires this Endorsement to complete the Contract.**

All Policies:

1. The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Any deductibles or self-insured retentions must be declared to, and approved by, the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the City and shall be the sole responsibility of the Consultant
3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the City.
4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII. Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the City.

If at any time any of the foregoing policies fail to meet minimum requirements, the Consultant shall, upon notice to that effect from the City, promptly obtain a new policy, and shall submit the same to the City, with the appropriate certificates and endorsements, for approval.

C. Subconsultants

The Consultant shall include all Subconsultants as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each Subconsultant. **Insurance coverages provided by Subconsultants as evidence of compliance with the insurance requirements of this Contract not provided by the Consultant, shall be subject to all of the requirements stated herein.**

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Consultant represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. 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 officers 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.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Consultant represents that:
 1. 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.

2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any of its officers, 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.
 3. Any Person having an existing contract with the City or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the City by offering any valuable consideration, thing or promise, in any form to any City official or employee shall have his or her current contracts with the City canceled and shall not be able to bid on any other City contracts for a period of two (2) years.
- C. Disclosure of Current and Former City Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. City employees or former City employees are prohibited from assisting with the preparation of submittals or contracting with, influencing, advocating, advising or consulting with a third party, including Consultant, while employed by the City or within one (1) year after leaving City employment if he/she participated in determining the Work to be done or processes to be followed while a City employee.
 2. Consultant shall identify at the time of offer current or former City employees involved in the preparation of submittals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former City employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Consultant is responsible for notifying the City's Project Manager of current or former City employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Consultant and its Subconsultants shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Consultant shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Consultant shall provide access to its facilities, including those of any Subconsultants, to the City, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The City shall give reasonable notice to the Consultant of the date on which the audit shall begin.

5.2 Audit Exception

The Consultant agrees that it is financially responsible for and will repay the City all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Consultant expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Consultants expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each City division providing federal awards to the Consultant no later than nine (9) months subsequent to the end of the Consultant's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Consultant considers any portion of any record provided to the City under this Contract, whether in electronic or hard copy form, to be protected under law, the Consultant shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the City will determine whether the material should be made available under the Act. If the City determines that the material is subject to disclosure, the City will notify the Consultant of the request and allow the Consultant ten (10) business days to take whatever action it deems necessary to protect its interests. If the Consultant fails or neglects to take such action within said period, the City will release the portions of record(s) deemed by the City to be subject to disclosure. The City shall not be liable to the Consultant for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Consultant as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the City. The City in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Consultant agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted, or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the City.

All such Subject Data furnished by the Consultant pursuant to this Contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the City. The Consultant shall also place its endorsement on all Consultant-furnished Subject Data. All such identification details shall be subject to approval by the City prior to printing.

The Consultant shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the City either before or after Contract award shall only be used for its intended purpose. Consultants and Subconsultants shall not utilize nor distribute the City data in any form without the prior express written approval of the City.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Consultant may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Consultant shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Consultant with respect to confidential information which the Consultant can establish that: a) was in the possession of, or was rightfully known by the Consultant without an obligation to maintain its confidentiality prior to receipt from the City or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Consultant in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Consultant without the participation of individuals who have had access to the City's or the third party's confidential information. If the Consultant is required by law to disclose confidential information the Consultant shall notify the City of such requirement prior to disclosure.

SECTION 7 CLAIMS AND APPEALS; DISPUTE RESOLUTION

7.1 Claims and Appeals

The Consultant shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Consultant knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The City reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Consultant shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Consultant in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Consultant disagrees with the determination of the Buyer and Project Manager, the Consultant shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Central Services Division Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Consultant shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the City.

7.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Consultant claim, that is not resolved through the required claims and appeal process set forth in Section 7.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

7.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in The Snohomish County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 8 TERMINATION

8.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the City without cause, in whole or in part, upon providing the Consultant ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the City will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Consultant does not perform the Work or the Consultant fails to perform in the manner called for in the Contract, or if the Consultant fails to comply with any material provisions of the Contract, the City may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Consultant by certified or registered first class mail in accordance with Section 2.10. The Consultant shall have ten (10) Days from the date of receipt to cure the default or provide the City with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Consultant has not cured the default or the plan to cure the default is not acceptable to the City, the City may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Consultant is in default and the effective date of termination.
3. The Consultant shall only be paid for Work performed and Accepted less any damages to the City caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the City to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Consultant from any of its obligations under this Contract nor limit the rights and remedies of the City hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the City may, upon written notice to the Consultant, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 9.1.C: 1) the City shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Consultant shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the City Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 9 MISCELLANEOUS

9.1 Other Public Agency Orders

Other federal, state, City and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

9.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Consultant from pledging any proceeds from this Contract as security to a lender. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

9.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, 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 rendered unable, wholly or in part, by a force majeure event 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. 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 for default.

9.4 No Third-Party Beneficiary

This Contract is for the sole and exclusive benefit of the City and the Consultant and shall not create a contractual relationship with, or cause of action in favor of, any third party.

9.5 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and

have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

9.6 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 TERMS AND CONDITIONS

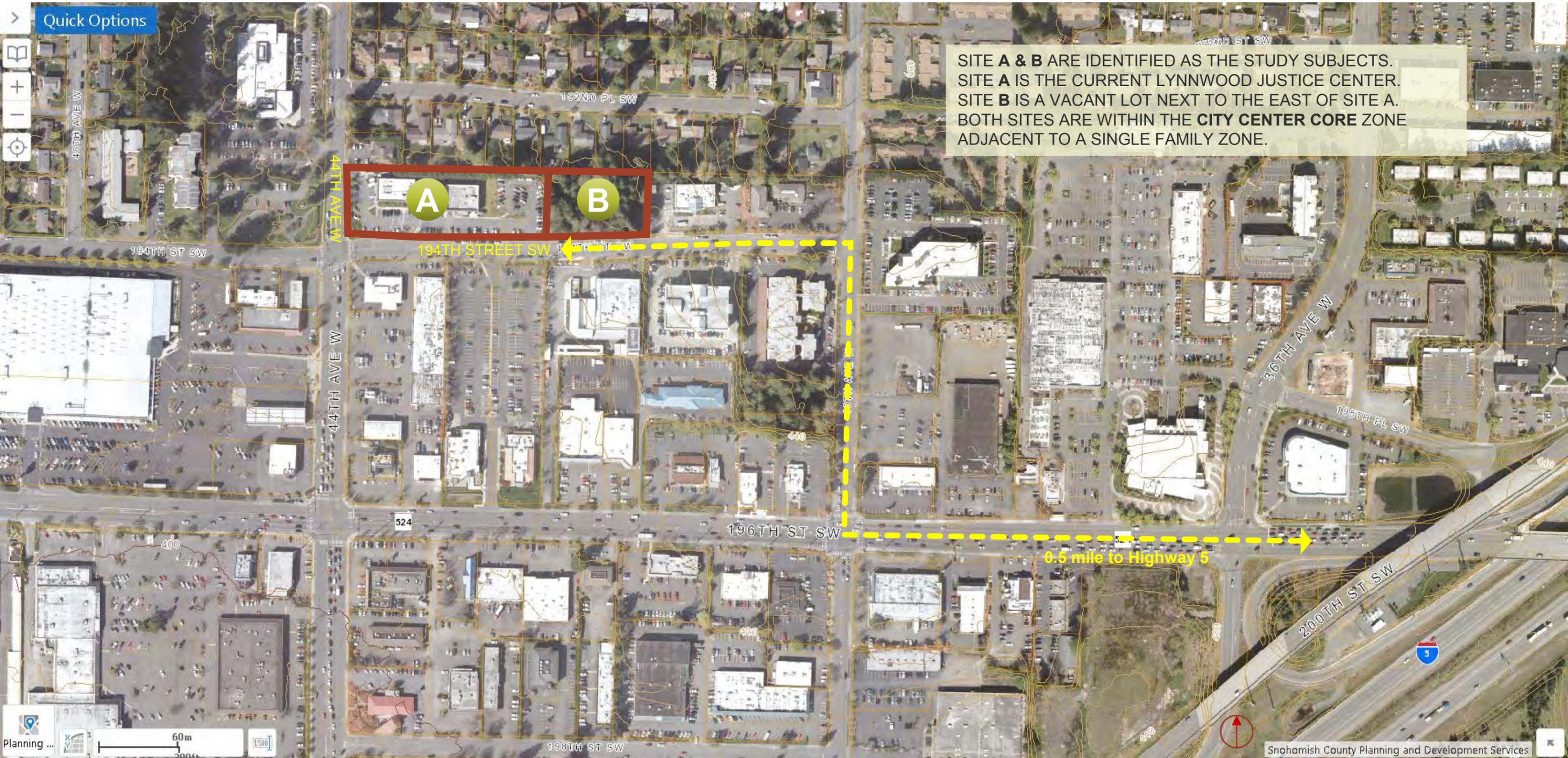
EXHIBIT A

Lynnwood Justice Center Predesign

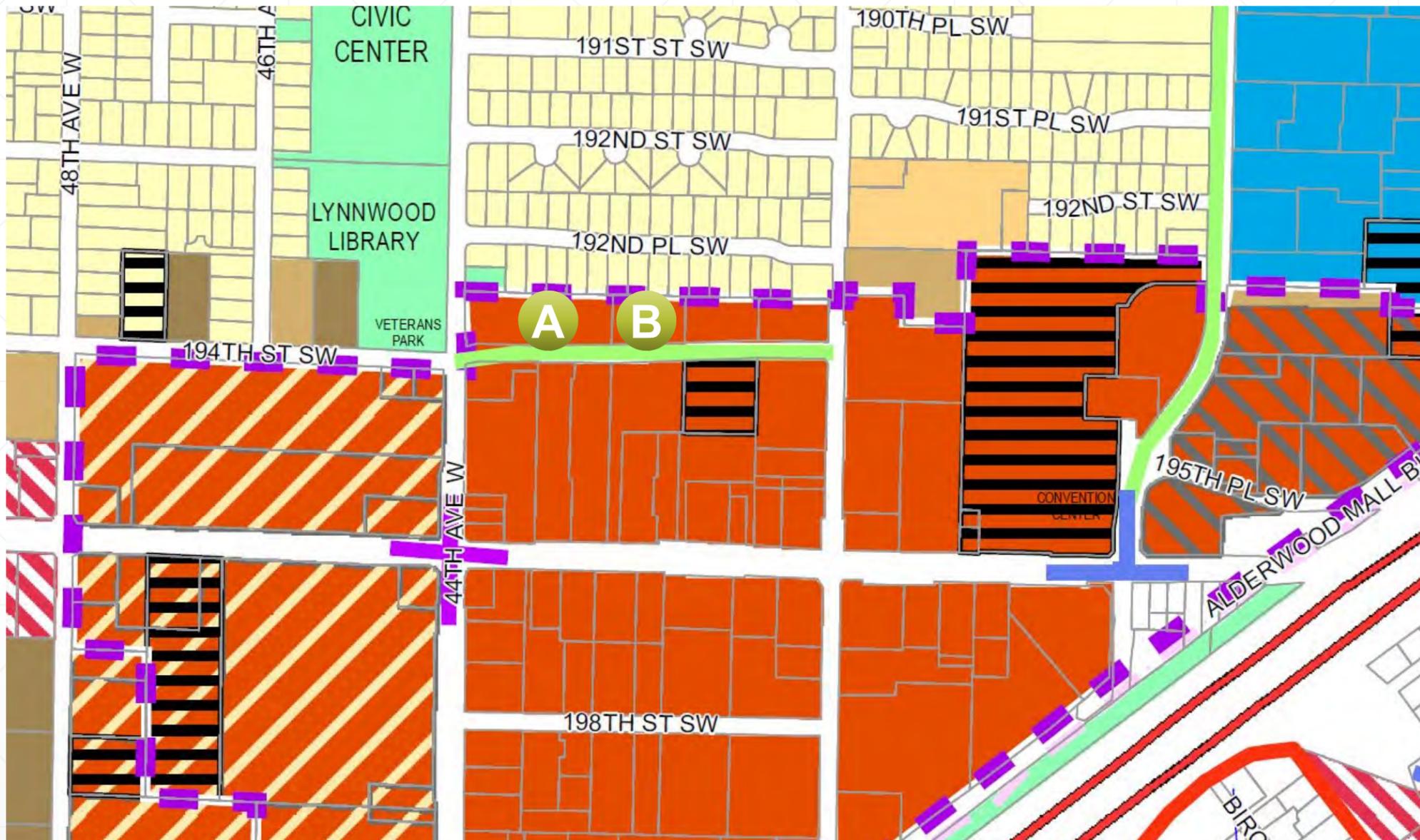


08/27/2018

SITE LOCATION AND VICINITY MAP



ZONING MAP & ANALYSIS



RESIDENTIAL	COMMERCIAL	MIXED-USE	INDUSTRIAL	OTHER
RS-8 - Residential 8400 Sq Ft	ACC - Alderwood-City Center Transition Area	CC-C - City Center Core	BTP - Business/Technical Park	P-1 - Public
RS-7 - Residential 7200 Sq Ft	B-2 - Limited Business	CC-W - City Center West	LI - Light Industrial	Planned Unit Development
RS-4 - High Density Single Family 4000 Sq Ft	NC - Neighborhood Commercial	CC-N - City Center North		
RML - Multiple Residential Low Density	CG - General Commercial	CDM - College District Mixed Use		
RMM - Multiple Residential Medium Density	PRC - Planned Regional Center	CR - Commercial-Residential		
RMH - Multiple Residential High Density	PCD - Planned Commercial Development	HMU - Highway 99 Mixed Use		
MHP - Mobile Home Park				

PARCEL A	A	00740500110100
ADDRESS	A	19321 44TH AVE W UNIT 101, LYNNWOOD, WA 98036-5664
PARCEL B	B	00372600500800
ADDRESS	B	N/A
ZONING		CC-C (CITY CENTER CORE)
MINIMUM HEIGHT LIMIT		3 STORIES AT NO LESS THAN 30 FEET
MAXIMUM HEIGHT LIMIT		35 FEET (WITHIN 150' FROM A RESIDENTIAL ZONE)
SETBACKS		NO SETBACK FROM THE PROPERTY LINE EXCEPT FOR PUBLIC PLAZA BOULEVARD - 44TH AVE W COLLECTOR ARTERIAL - 194TH STREET SW
FAR		2 FOR CONFORMING 8 WITH BONUS (I.E. LEED, OFFICE ABOVE THE GROUND FLOOR, STRUCTURED PARKING) 0.5 FOR NONCONFORMING
PARKING		4 PER 1,000 SF

The existing building is deemed as **NONCONFORMING** since it was built before the current zoning code. The renovation needs to bring the building closer to the current code.

ZONING CODES

LYNNWOOD MUNICIPAL CODE TITLE 21 ZONING

Chapter 21.60

CITY CENTER DISTRICT (CC) ZONE

21.60.400 Basic development standards.

A. Height.

1. Minimum Building Height. The intent is that the city center zones accommodate dense urban form development and that all new development shall be built to at least the minimum building height.
 - a. New development effective February 27, 2012: three stories at no less than 30 feet.
2. Maximum Building Height.
 - a. In the city center – core (CC-C) zone, the maximum building height shall be 350 feet, except as follows:
 - i. From the centerline of 196th St. SW north up to but not exceeding a distance of 360 feet, the maximum building height of any portion of a building shall be 240 feet.
 - ii. North of a line 360 feet north of the centerline of 196th St. SW, the maximum building height of any portion of a building shall be 130 feet.
 - iii. Notwithstanding the above subsections, the maximum height of any portion of a building 150 feet or less from a residential zone shall be 35 feet.

B. Setbacks.

1. From Streets.
 - a. To permit the widening of city center streets without creating nonconforming situations or the need to impact buildings, all buildings shall be located at the property line established by the future street right-of-way contained in Table 21.60.4 utilizing the fronting street for fire access except as permitted otherwise in this chapter, the city center design guidelines or unless there is or will be a building between such building and the future street right-of-way. In exceptions where buildings do not utilize the street for fire access, a circulating fire lane may be required.

C. Floor Area Ratio.

1. Basic Allowable Floor Area Ratio. The basic floor area ratio (FAR) of buildings in the city center shall be limited as shown in Table 21.60.1. The bonuses are described in subsection (C)(2) of this section.

D. Parking Ratios.

Notwithstanding Chapter 21.18 LMC, off-street parking shall be provided in conformance with Table 21.60.3 and the regulations in this subsection.

Table 21.60.1: Floor Area Ratio (FAR)

Maximum FAR		District		
		CC-C	CC-W	CC-N
Maximum allowable "as of right" for existing nonconforming sites and structures	Nonresidential	0.5	0.5	0.5
	Residential	1.0	1.0	1.0
Maximum allowable FAR "as of right" for new development	Nonresidential	2.0	2.0	2.0
	Residential	3.0	3.0	3.0
Maximum with bonuses	Nonresidential	8.0	3.0	3.0
	Residential	10.0	5.0	5.0

Table 21.60.3: Required Off-Street Parking

Use Type	Minimum	Maximum
Retail, personal services and offices serving customers on site	3 stalls/1,000 gross floor area (gfa)	4 stalls/1,000 gfa
Offices, not serving customers on site	2 stalls/1,000 gfa	4 stalls/1,000 gfa
Residential	0.5 stalls per unit	3 stalls per unit
Senior housing	0.25 stalls per unit	1 stall per unit
Restaurant	1 stall per 4 seats	2 stalls per 4 seats

CITY CENTER DESIGN GUIDELINES

Curb Cuts & Access Control

INTENT

To ensure that curb cuts do not detract from the continuity and safety of sidewalks.

GUIDELINES

Access control within the city center shall comply with the City of Lynnwood Access Control Policy except as amended as follows:

1. Curb cuts shall be no wider than 30 feet at the property line.
2. Curb cuts shall be no closer together than 200 feet at the property line, unless the dimension of a property's frontage precludes such spacing.
3. Curb cuts shall not be located along the Promenade Street, unless no other access to a property is available.
4. Curb cuts along Boulevards shall be located a minimum of 150 feet from signalized intersections, 100 feet from unsignalized intersections. For all other city center streets, curb cuts shall be located a minimum of 75 feet from an intersection. Left turn restrictions shall be imposed at curb cuts that do not meet these criteria.
5. Curb cuts shall be located within Driveway Access Zones (see Figure 1) and shall be consolidated and shared through access agreements, where possible.
6. Curb cuts are not required to be setback from internal property lines.

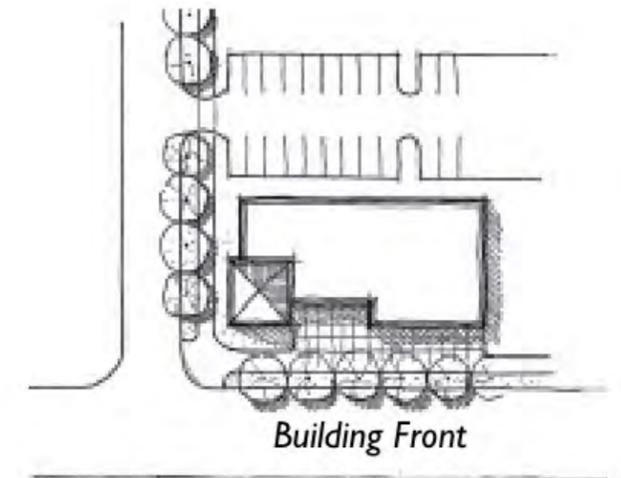
Surface Parking Lot Location

INTENT

To ensure that surface parking lots are not the dominant visual element within the City Center and to create a pedestrian-friendly environment.

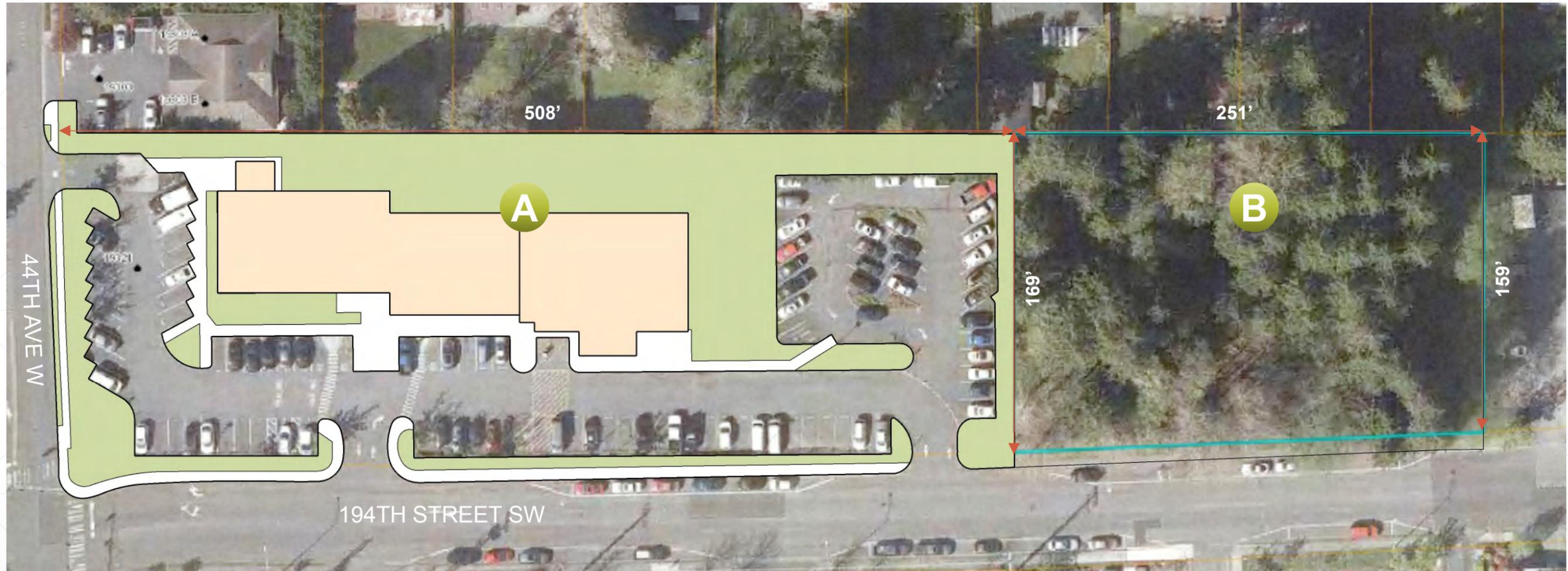
GUIDELINES

1. Along the Promenade Street (198th Street SW), surface parking shall be located to the rear of a building. No surface parking shall be adjacent to the street.
2. Along any public street other than the Promenade Street surface parking shall be located to the rear of a building, but may be located to the side of a building if the building abuts a street and the parking is not located at any intersection. Parking lots shall not be located at intersections or within 150 feet of any intersection.



Parking is located behind the buildings, not between the building and the street nor at the intersection

SITE A & B | ZONING ANALYSIS

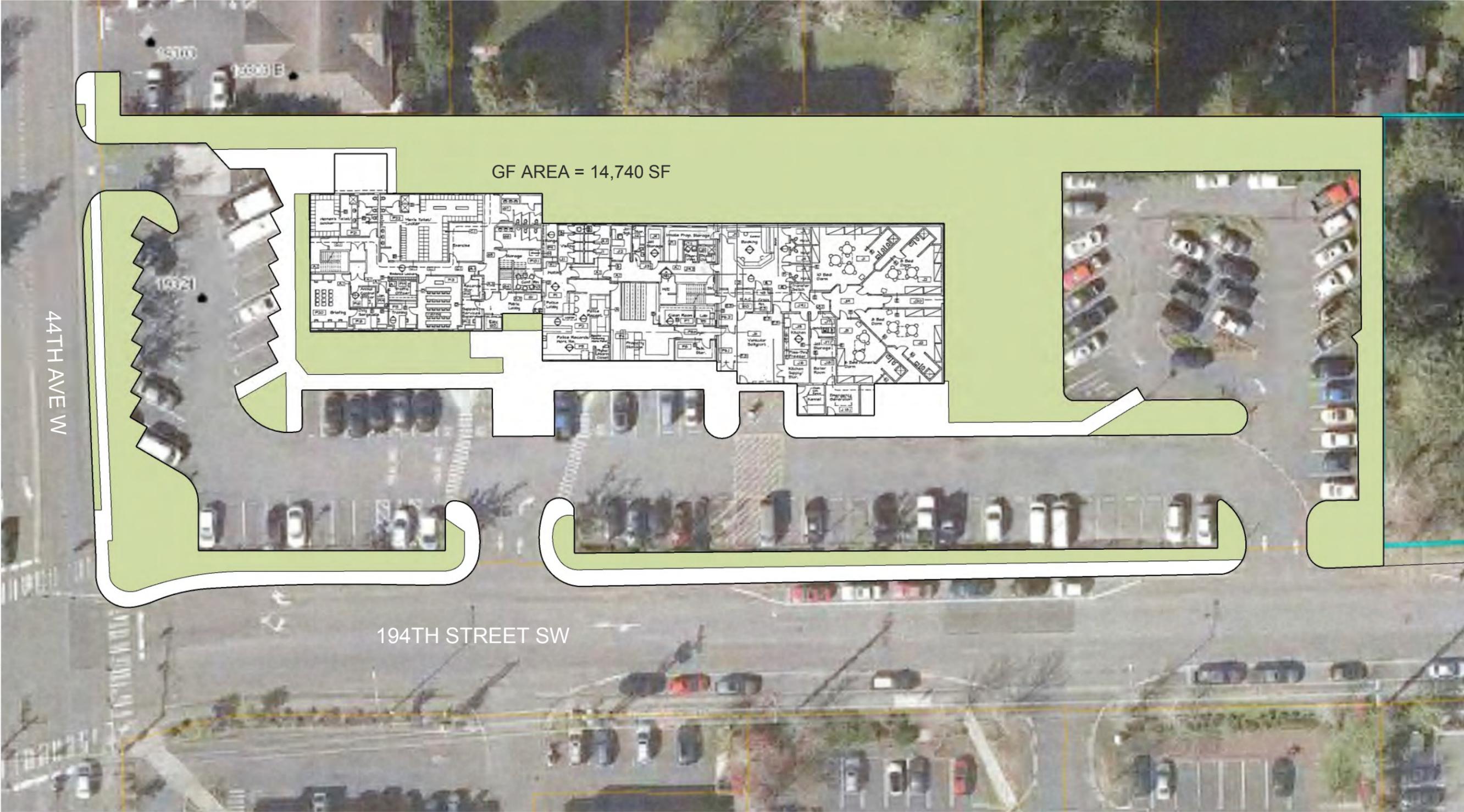


SITE	SITE A EXISTING	SITE A WITH FAR=0.5	SITE B EXISTING	SITE B WITH FAR=2	SITE A + B EXISTING	SITE A + B WITH FAR=0.5
AREA	89,700 SF	89,700 SF	41,500 SF	41,500 SF	131,200 SF	131,200 SF
BUILDING AREA	23,527 SF	44,850 SF	0 SF	83,000 SF	23,527 SF	65,600
PARKING	94	180	0	332	94	263
FAR	0.26	0.5	0	2	0.18	0.5
PARKING RATIO	4 PER 1,000 SF	4 PER 1,000 SF	0	4 PER 1,000 SF	4 PER 1,000 SF	4 PER 1,000 SF

EXISTING SITE A PLAN



EXISTING SITE A | GF PLAN



PROGRAM & DEVELOPMENT OPTIONS

Two options were developed following the current zoning analysis on these two sites with the programs.

The following principles are applied for the developed options:

1. Keep the existing jail building if possible
2. Need easy access from the jail to the court
3. Police Chief, Investigation should be on upper floors with good access by the public.
4. Records should be located center to everyone including the public.
5. Improve the access and parking circulation



PROGRAM PROJECTION FOR YEAR 2025

The program projection for year 2025 shall be 105,652 SF of gross building area (see the list on the right) with more than 400 total parking stalls required to conform with the zoning code of Lynnwood City. With the current site limit, a new multilevel parking structure is inevitable due to the deficiency of the surface parking opportunity and may cause a major cost impact. The above ground parking structure will cost less than the underground parking garage. However, we will need underground parking on both options since the height limit of the site is only 35 feet.

LYNNWOOD POLICE COMPLEX CONCEPTUAL MASTER PLAN PROGRAM - 8/15/2018

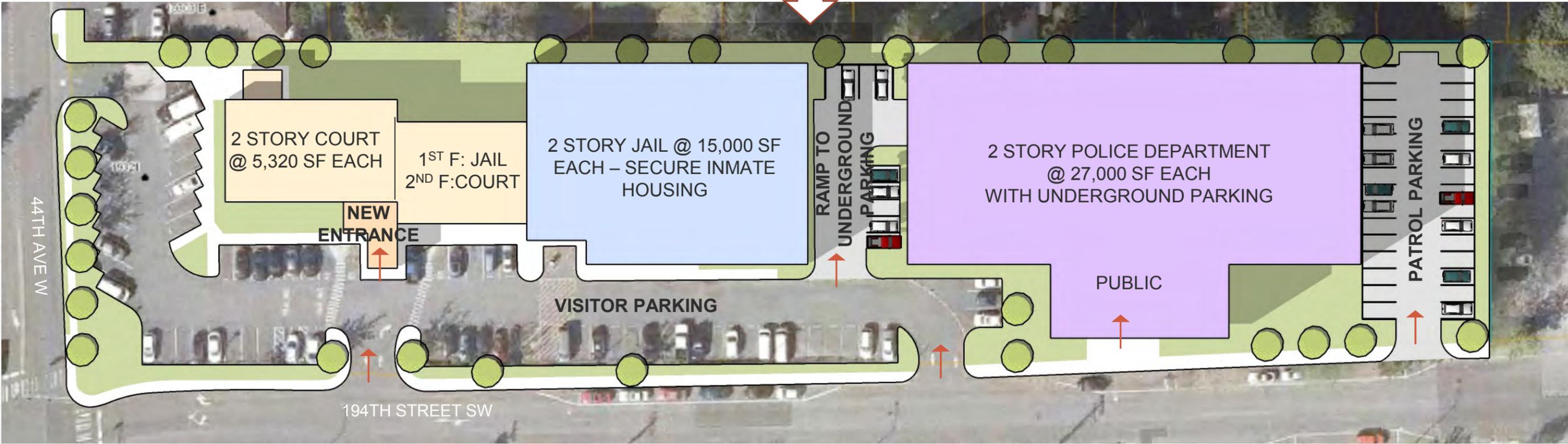
LYNNWOOD POLICE DEPARTMENT

(MWL - Year 2025 Projection - Non Annexation)

No.	Function	NUSF
PD1	OFFICE OF POLICE CHIEF	4,220
PD2	SUPPORT SERVICES DIVISION - Administration	460
PD3	SUPPORT SERVICES DIVISION - Records Section	3,119
PD4	COMMUNITY SERVICES DIVISION	2,006
PD5	SUPPORT SERVICES DIVISION - Property & Evidence Section	6,978
PD6	PLANNING, TRAINING, ACCREDITATION	1,625
PD7	CRIMINAL INVESTIGATIONS DIVISION - Admin./Support/CI Sections	8,067
PD8	PATROL DIVISION	7,154
PD9	SHARED SPACES	10,498
Subtotal Net Usable Department Square Feet		44,127
Department to Building Grossing Factors:		
	Multi-Story Circulation Factor	1,200
	MEP Systems/Maintenance Support	5,295
	Structure/Wall Thickness/Design	3,530
TOTAL POLICE BUILDING GROSS AREA		54,152
LYNNWOOD 100-BED MUNICIPAL JAIL		33,000
(Projected Total Jail Size Based on 330 SF Per Bed)		
LYNNWOOD MUNICIPAL COURT		18,500
(MWL Projected 2025 Total Municipal Court Size)		
TOTAL PROJECT BUILDING GROSS AREA		105,652

See Attached 2025 MWL Parking Analysis

DEVELOPMENT OPTION 1



DEVELOPMENT OPTION 1

AERIAL VIEW OF OPTION 1



SECTION VIEW OF OPTION 1

COURT		COURT		JAIL EXPANSION
COURT	NEW ENTRY	JAIL		JAIL
				JAIL EXPANSION

NEW POLICE DEPARTMENT
NEW POLICE DEPARTMENT
NEW PARKING GARAGE

DEVELOPMENT OPTION 2

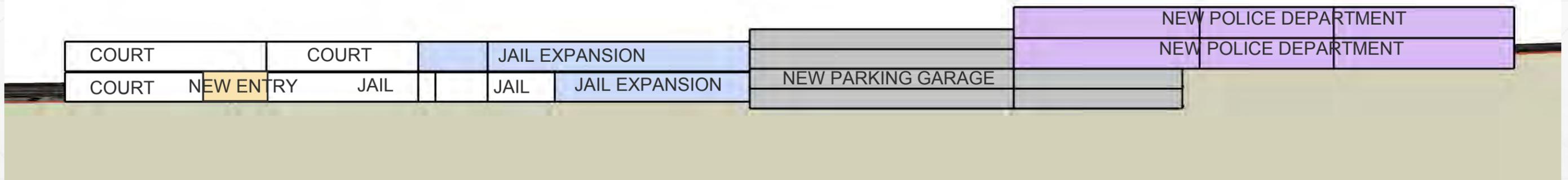


DEVELOPMENT OPTION 2

AERIAL VIEW OF OPTION 2



SECTION VIEW OF OPTION 2



Assumptions:

- Police Department will be relocated to the adjacent site and the current building will be renovated and expanded to accommodate the Court and Jail functions.
- Police Facility is sized to conform with the MWL Police Department Space Projections for year 2025.
- Expanded Jail design will accommodate 100 beds conforming to ACA (American Correctional Association) Standards
- Projected square foot per bed is 300 sf/bed to accommodate additional program space for the higher bed projection.
- Jail will be located on two levels to integrate into the restraints of current site.
- Court Space is located on two levels and will be increased to approximately 14,600 sf and include a new 675 sf public entrance lobby for security screening.
- Conceptual Construction Costs are Rough Order of Magnitude based on projections and historical data for similar facilities. Phasing costs for continued operations during construction not included in estimate.
- Construction costs include the actual or direct cost of construction for the site and building and do not include indirect or soft costs for Architect/Engineer fees, land acquisition, geotechnical analysis, survey, management, building permits, financing, system development charges, furnishing, moving costs, and other related costs.
- Total project cost includes direct construction costs plus owner indirect (soft) costs. For projects in the State of Washington it is reasonable to apply a 1.30 multiplier to the direct construction costs. The project cost estimate has been rounded to the nearest hundred dollars.

Option 1 – New Police Department Building and Existing Building Jail and Court Renovation/Expansion: Project Cost - \$48,864,600.

1. New Police Department Building totaling 54,200 gsf. Conceptual Construction Cost - \$13,538,000.
2. New three level below grade Police Parking Structure for 225 vehicles totaling approximately 78,750 gsf. Conceptual Construction Cost (Allowance) - \$8,325,000.
3. 100-bed Jail: Renovation and expansion of the existing jail that includes a new second floor addition totaling approximately 30,000 gsf. Conceptual Construction Cost - \$8,303,500.
4. Court renovation and expansion that includes a new public entrance lobby for security screening totaling approximately 15,295 gsf. Conceptual Construction Cost - \$2,054,700.
5. Site Development allowance - \$1,550,000.
6. Master Plan Level Design Contingency (15% Direct Construction Cost) - \$3,816,900.
7. **Site and Building Direct Construction Cost - \$37,588,100.**

Option 2 – Renovation and Additions to Existing Building: Project Cost - \$46,284,700.

1. New Police Department Building totaling 54,200 gsf. Conceptual Construction Cost - \$13,538,000.
2. New three level (one below grade) Police Parking Structure for 225 vehicles totaling approximately 78,750 gsf. Conceptual Construction Cost (Allowance) - \$6,340,000.
3. 100-bed Jail: Renovation and expansion of the existing jail that includes a new second floor addition totaling approximately 30,000 gsf. Conceptual Construction Cost - \$8,303,500.
4. Court renovation and expansion that includes a new public entrance needed for security screening totaling approximately 15,295 gsf. Conceptual Construction Cost - \$2,054,700.
5. Site Development allowance - \$1,550,000.
6. Master Plan Level Design Contingency (15% Direct Construction Cost) - \$3,816,900.
7. **Site and Building Direct Construction Cost - \$35,603,600.**

THANK YOU

08/27/2018

kmd
architects