



CITY OF SNOHOMISH

P.O. BOX 1589 | SNOHOMISH, WASHINGTON 98291 | (360) 568-3115 | WWW.SNOHOMISHWA.GOV

REQUEST FOR PROPOSALS PROFESSIONAL SERVICES FOR PARKS AND BUILDINGS ASSESSEMENT

INTRODUCTION

Notice is hereby given that the City of Snohomish (City) is seeking proposals from qualified Professional Consultants (Consultant) experienced in developing Americans with Disabilities Act (ADA) Transition Plans for parks and buildings, and providing a comprehensive inventory and assessment of buildings and parks, identifying the need for repairs, preventative maintenance, and capital replacement to develop a comprehensive asset management plan and future budgets. The City owns and maintains eleven parks and twenty-two buildings.

Proposals must be received no later than 3:00 PM (PST) on Thursday, January 19, 2023.

Proposals must be submitted via email only to the following email address:

monzaki@snohomishwa.gov. Include "Professional Services for Parks and Buildings Assessment" in the email subject line. Late proposals will not be considered. Consultant is responsible for verifying that the email is received by the City.

The City's Professional Services Agreement and list of parks and buildings is provided on the City "Bids, RFQs & RFPs" webpage, <https://snohomishwa.gov/105/Bids-RFPs-RFQs>. A tour of the parks and buildings will not be provided during the Consultant selection process. Drawings of the parks and buildings are not available. The successful Consultant will be required to sign the City's Professional Services Agreement contract with the City. The City will not sign any company's service agreement, contract, or other form of agreement.

Consultant shall be licensed to conduct business in the State of Washington and obtain a City endorsement on their business license prior to contract execution. Consultant shall be knowledgeable of the current City, State and Federal regulations.

Consultant shall comply with Title VI of the Civil Rights Act of 1964, provide equal opportunity employment, and shall not discriminate against client, employee, or applicant for employment, or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap.

PROJECT DESCRIPTION

Consultant will prepare the ADA Transition Plan for the City parks and buildings by conducting the self-evaluation inspections regarding ADA compliance and applicable federal and state regulations. Consultant will identify barriers limiting the accessibility of the parks and buildings to disabled individuals, provide barrier removal solutions, develop estimated costs, and assist the City with prioritization and scheduling.

Consultant will assess the parks and buildings to provide a comprehensive inventory and assessment of the current condition of the City's parks and buildings to identify repairs and improvements needed to comply with current codes and regulations. This analysis will determine repair and improvement priorities, maintenance requirements, estimated costs, and on-going maintenance schedules. This assessment will be documented in a report.

The parks and buildings assessment will include, but not be limited to, access, playground equipment, sports courts, play fields, irrigation systems, lighting, parking, building envelope, seismic, electrical, mechanical, plumbing, roof, fire protection, interior finishes, elevator/lift system and other items.

Consultant shall assist the City with transferring the identified repairs, improvements, schedule, costs, and other data from the ADA Transition Plan and Assessment Report to a facility asset management database.

PROPOSAL

Proposal to include cover letter, project understanding, description of anticipated tasks to complete project, project schedule, experience in parks and buildings ADA Transition Plans and assessments, and facility asset management databases. Provide descriptions and website links (if available) of three (3) ADA Transition Plans and three (3) assessments completed by the Consultant, include the project team members, year completed, and references, include contact information. Identify proposed team members (include sub-consultants) and qualifications for this project, and discuss their availability to work on this project.

City may reject the proposal or contract award to the selected Consultant if there is a replacement of the Consultant's project principal or manager, key personnel and/or sub-consultants, identified in the proposal.

For questions regarding this RFP, email Yoshihiro Monzaki at monzaki@snohomishwa.gov. Questions via telephone will not be accepted. Questions must be received no later than 5:00 PM (PST) on Tuesday, January 10, 2023. Questions received after this date and time will not be answered. Submitted questions and answers will be posted to the City “Bids, RFQs & RFPs” webpage, <https://snohomishwa.gov/105/Bids-RFPs-RFQs> on Monday, January 16, 2023.

Proposal shall be limited to ten (10) 8½” x 11” pages, single sided. Email a pdf copy of the proposal to monzaki@snohomishwa.gov. Proposals must be received no later than 3:00 PM (PST) on Thursday, January 19, 2023. Include “Professional Services for Parks and Buildings Assessment” in the email subject line. Resumes will not count towards the number of pages.

Addenda, clarifications, and notices for this RFP will be posted to the City “Bids, RFQs & RFPs” webpage, <https://snohomishwa.gov/105/Bids-RFPs-RFQs>. It is in the best interest of the Consultant to check the website periodically to ensure all updates are received. The City is not responsible for failure of the Consultant to receive notifications of changes or corrections made by the City and posted as stated above.

SELECTION PROCESS

Proposals will be evaluated on project understanding, methodology and schedule, past projects, team experience, and references. A short list of Consultants will be selected and requested to participate in an interview process. Final Consultant will be selected based on their proposal and interview.

Documents submitted in response to this RFP shall become the property of the City and shall be considered public documents under applicable Washington State laws. All costs incurred in the preparation of a submittal and participation in the RFP process shall be borne by the participating Consultants. The City reserves the right to reject any and all proposals received.



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CITY BUILDINGS

1. City Hall. 116 Union Avenue. Tax Parcel No. 00579500500400.
First Floor 5,200 square feet (sf), Basement 3,800 sf, Total Floor Area 9,000 sf.
Year Built 1910.
2. Engineering Building. 112 Union Avenue. Tax Parcel No. 00579500500303.
First Floor 1,360 sf, Basement 600 sf, Total Floor Area 1,960 sf.
Year built 1909.
3. Senior Center. 506 Fourth Street. Tax Parcel No. 28061800207801.
Single Story 6,680 sf. Year Built 2009.
4. Boys and Girls Club. 402 Second Street. Tax Parcel No. 28061800402200.
Single Story 16,440 sf. Year Built 2003.
5. Public Works Shop Site. 1801 First Street. Tax Parcel No. 28051300109700.
Year Built 1980.
 - i. Mechanics Building. First Floor 3,000 sf. Second Floor 2,000 sf. Total Floor Area 5,000 sf.
 - ii. Storage Pole Building. Single Story 7,000 sf.
 - iii. Utilities Office Building. Single Story 1,400 sf.
 - iv. Parks Storage Pole Building. Single Story 2,000 sf.
 - v. Water/Sewer Storage Pole Building. Single Story. 1,800 sf.
6. Visitor Information Center (Renter Occupied). 1301 First Street. Tax Parcel No. 00444100100100.
Single Story 800 sf. Year Built 2005.
7. Wastewater Treatment Plant. 2115 Second Street. Tax Parcel No. 28051300201800. Year Built 1995.
 - i. Lab Building. Single Story 2,600 sf.
 - ii. Mixture Building. Single Story 400 sf.
 - iii. Blower Building. Single Story 1,200 sf.
 - iv. Chlorine Building. Single Story 1,000 sf.
8. Ludwig Rental House (Renter Occupied). 2000 Ludwig Road. Tax Parcel No. 28050100301900. Year Built 1907.
 - i. House. First Floor 1,500 sf. Second Floor 650 sf. Total Floor Area 2,150 sf.

- ii. Detached Garage. Single Story 520 sf.
- 9. Shadowood Sewer Lift Station. 2181 Cady Drive. Tax Parcel No. 01139400099500. Single Story. 580 sf. Year Built 2014.
- 10. Police Station. 230 Maple Avenue. Tax Parcel No. 00444000200602. First Floor 4,000 sf. Second Floor 2,800 sf. Year Built 1979.
- 11. Carnegie Library. 105 Cedar Avenue. Tax Parcel Nos. 00579401100100 and 00579401100700. First Floor 2,000 sf. Second Floor 2,000 sf. Year Built 1910.
- 12. Centennial Trail House (Vacant). 1119 Maple Avenue. Tax Parcel No. 28060700406200. Floor area and year built unknown.
- 13. Water Treatment Plant (Decommissioned). 2504 Menzel Lake Road, Granite Falls. Tax Parcel No. 29070900100500. Two Buildings. Floor area and year built unknown.

CITY PARKS

- 1. Hill Park. 1610 Park Avenue. Tax Parcel No. 28060700202800.
 - i. Restroom (500 sf).
 - ii. Upper Shelter Pole Building (1,500 sf).
 - iii. Lower shelter Pole Building (800 sf).
- 2. Ferguson Park and Boat Launch. 1330 Ferguson Park Road. Tax Parcel No. 28060700203000. Restroom (625 sf).
- 3. Pioneer Cemetery. 171 Cypress Avenue. Tax Parcel No. 28061800402700. No structures.
- 4. Pilchuck Park. 169 Cypress Avenue. Tax Parcel Nos. 00575900100101, 00575900200100, and 28061800400600, and associated rights of ways. Restroom (720 sf).
- 5. Clay Town Park. 329 Avenue I. Tax Parcel No. 00410700100900. No structures.
- 6. Fischer Park. 1214 Madrona Drive. Tax Parcel No. 00821300099800. No structures.
- 7. Averill Field. 403 Third Street. Tax Parcel No. 00475700100700. No structures.
- 8. Skate Park. South of 403 Third Street. Tax Parcel No. 00475700100000. In ground structure.

9. Morgantown Park. 200 Long Street. Tax Parcel No. 28060700404800, and 00436100400100. No structures.
10. Cady Landing. 40 Maple Avenue. Tax Parcel Nos. 00579400100000, and 00579400200100. No structures.
11. Pilchuck Julia Landing. 20 Lincoln Avenue. Tax Parcel Nos. 28061800303300 and 28061800302300. No structures.



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PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SNOHOMISH AND _____ FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Snohomish, a Washington State municipal corporation ("City"), and _____, a Washington State _____ ("Consultant") licensed to do business in Washington State.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with professional services as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services for the Parks and Buildings Assessment Plan is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be satisfactorily provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. City shall be the owner of any and all reports, documents, memoranda, plans, specifications, designs, notes, drawings, products, data, information and other materials and results authored, created, developed or made by Consultant in connection with the Scope of Services (the “Results”), together with any and all intellectual property rights in any Results (“Related Rights”). To the extent applicable, all Results shall constitute “works made for hire” by or for the City and the City shall be the “author” of all Results under applicable copyright laws. Consultant hereby assigns and transfers to the City any and all right, title and interest that Consultant may have or acquire in any Results and Related Rights. Consultant shall take such action (including, but not limited to, the execution, acknowledgment and delivery of separate assignments and other documents) as City may reasonably request to effect, perfect, or evidence Company's ownership of the Results and Related Rights.

Consultant shall not use the Results produced under this Agreement or any modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of the City.

III.3 TERM. The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work no later than December 31, 2023, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.** In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant’s failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

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

b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

- (1) Commercial General Liability. Insurance shall be written with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (2) Automobile Liability. Insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. Insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M.Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

k. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further

agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

III.15 WARRANTY. Consultant represents that it has the necessary staff, skills, resources, facilities and expertise to satisfactorily provide the services called for by this Agreement. Consultant shall at all times perform all services in a professional, skillful and safe manner, consistent with the relevant standards of care expected from professionals in the Consultant's industry and in accordance with the usual standards of performance accepted in Consultant's profession for similar projects. Consultant shall notify the City of any work which does not meet these standards as soon as possible.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services satisfactorily rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$ _____ without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th

of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records.** The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City shall be sent to the following address:

**City of Snohomish
Attn: Yoshihiro Monzaki, PE
P.O. Box 1589
116 Union Avenue
Snohomish, WA 98291-1589**

Notices to the Consultant shall be sent to the following address:

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by alternative dispute resolution of arbitration or mediation if mutually agreed to or by action in Superior Court.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for

and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 20_____.

CITY OF SNOHOMISH

By: _____
Linda Redmon, Mayor

By: _____

(Print Name and Title)

ATTEST

APPROVED AS TO FORM

By: _____
Brandi Whitson, City Clerk

By: _____
Emily Guildner, City Attorney

ATTACHMENTS:

- Exhibit A – Scope of Services
- Exhibit B – Fee and Rate Schedule
