



*REQUEST FOR PROPOSAL*

*FOR*

---

**CITY OF FEDERAL WAY  
2021 FLEET MAINTENANCE**

---

*City of Federal Way  
Public Works Department  
33325 Eighth Avenue South  
Federal Way, WA 98003*

*Mailing Address:  
City of Federal Way  
Public Works Department  
RFP for 2021 Fleet Maintenance  
33325 Eighth Avenue South  
Federal Way, WA 98003-6325*

**CITY OF FEDERAL WAY  
REQUEST FOR PROPOSAL**

**I. PURPOSE OF REQUEST.**

The City of Federal Way (“City”) is requesting proposals for the purpose of selecting a primary contractor for providing maintenance and repair services, including labor, parts and materials necessary for the various classifications, types, and makes/models of vehicles. This may not be an exclusive maintenance contract. A list of existing city and police vehicles is attached as examples only. The number, make/model and composition may change without prior notice. The City’s needs are outlined in the following Request for Proposal (“RFP”).

**II. TIME SCHEDULE.**

The City will follow the following timetable:

Issue RFP.....	November 2, 2020
Any questions/clarifications submitted in writing to the City.....	November 13, 2020
Deadline for Submittal of Proposals at 5:00 p.m.....	November 20, 2020
Preliminary Selection of Firm .....	December 11, 2020
Notify Firm Chosen.....	January 4, 2021

**III. INSTRUCTIONS TO PROPOSERS.**

A. All proposals should be sent via mail/shipping carrier to:

David Nelson, Fleet Maintenance Coordinator  
City of Federal Way  
Public Works Department  
33325 8<sup>th</sup> Ave S  
Federal Way, WA 98003-6325  
(253) 835-2527

OR:

Submitted by email to: [pw\\_bids@cityoffederalway.com](mailto:pw_bids@cityoffederalway.com)

**Please note that due to COVID-19, City Hall is currently closed to the public. Proposers will not be able to enter City Hall to hand submit a submission.**

- B. If submitted on paper, all proposals must be in a sealed envelope and clearly labeled in the lower left-hand corner. If submitted by email, all proposals must be clearly labeled in the subject line. The label shall identify the contents as: “RFP 2021 FLEET MAINTENANCE.”
- C. All proposals must be received by the Deadline for Submittal of Proposals detailed in II. Time Schedule, at which time they will be opened. Three (3) copies of the proposal must be presented. Faxed or telephone proposals will not be accepted.
- D. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness

and clarity of content. Use of recycled paper for requests and any printed or photocopied material created pursuant to a contract with the City is desirable whenever practicable. Use of both sides of paper sheets for any submittals to the City is desirable whenever practicable.

- E. The Fleet Maintenance Coordinator or representative will notify the firm selected by the date stated in II. Time Schedule.
- F. All proposals must include the following information:
  - The names of individuals from those firms who will be working on the project and their areas of responsibility.
  - Specific experience of individuals relative to the proposed project.
  - A proposed outline of tasks, products and project schedule, including the number of hours required to complete each task or product.
  - A proposed budget based on the above outline of tasks, products and schedules.
  - References.

**IV. SELECTION CRITERIA.**

<u>Factor</u>	<u>Weight Given</u>
1. Responsiveness of the written proposal to the purpose and scope of service.	40%
2. Price.	40%
3. Ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work.	20%
<u>Total Criteria Weight</u>	100%

Each proposal will be independently evaluated on factors one through three.

**V. TERMS AND CONDITIONS.**

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- C. The City reserves the right to award any contract to the next most qualified contractor, if the successful contractor does not execute a contract within thirty (30) days after the award of the proposal.

- D. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell to the City, the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- E. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. A copy of the contract is available for review and shall include requirements to comply with ADA, Civil Rights Act, and EEO requirements. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office.
- F. The City, as a recipient of federal funding, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.
- G. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
- H. The City reserves the right to award any contract to more than one qualified proposer.
- I. The Proposer shall use ALLDATA Service & Repair Information for all service repair hour estimation.

**VI. SCOPE OF SERVICES.**

The scope of service, operating procedures, and vehicles to be covered are attached herein as Exhibit A, B, and D respectively.

**VII. COMPENSATION.**

- A. Please present detailed information on the firm's proposed fee schedule for the specifications proposed and for any variation for non-routine services, inclusive of Washington state sales tax and any other applicable governmental charges. Please provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification.
- B. Payment by the City for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

**VIII. PUBLICATION.**

Name of Publication:

Dates:

Federal Way Mirror

November 6, 2020

Federal Way Mirror

November 13, 2020

BID DOCUMENTS: Plans, Specifications, Addenda, and plan holders list are available on-line through Builders Exchange of Washington at [www.bxwa.com](http://www.bxwa.com). Click on: "Posted Projects," "Public Works," and "City of Federal Way." It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Bidders List." Bidders that do not register will need to periodically check on-line for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 if you require assistance with access or registration. An informational copy of plans, specifications, and addenda are available for viewing only at the City of Federal Way Finance Department.

## EXHIBIT A

### ***SCOPE OF SERVICE*** **GENERAL PROVISIONS**

The successful Contractor(s) must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to: brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The City's preference is to have a primary Contractor that has the ability to perform all required services if possible; however, work may be sub-contracted or the City may select more than one contractor. When sub-contractors are used, the primary Contractor is responsible for performance, including, but not limited to: billing, reporting, scheduling, delivery, work quality, and warranty.

The Contractor may submit a proposal for either:

- a. City Vehicles; or
- b. Police Vehicles; or
- c. City Vehicles and Police Vehicles.

This Request for Proposal is divided into service items and sub-items to allow the award of more than one contract, if it is deemed to be in the City's best interest. The City of Federal Way reserves the right to award all items and sub-items to one or more vendors in any manner deemed to be most advantageous to the City.

The Contractor must have the ability to provide required preventative maintenance and repair service listed in Section E (below) for the fleet listed on Exhibit D. Any exception including subcontracting must be noted in the response.

**A. Preventative Maintenance**

The City's vehicles are routinely driven in short distance; frequent start/stop; and long idle periods. The attached Schedule A outlines preventative maintenance requirements due to the use conditions. The average annual usage is normally around 10,000 miles for general purposes vehicles and 20,000 miles for Police vehicles.

**B. Repairs and Maintenance**

Provide service/repairs to all common mechanical and electrical systems as needed.

**C. Transport of Vehicles for Service**

- Contractor is responsible for transport (pickup and delivery) of non-police vehicles for all preventative and scheduled services from the following two (2) locations:
  - City Hall – 33325 8<sup>th</sup> Ave South
  - Steel Lake Maintenance Shop – 31130 28<sup>th</sup> Ave South
- Contractor may be responsible for transport (pickup and delivery) of police vehicles for preventative and scheduled services from the following location:
  - City Hall – 33325 8<sup>th</sup> Ave South
- For non-scheduled emergency service, courtesy transportation for customer to and from City facilities.
- For vehicles not drivable, additional towing charge may be billed upon approval of authorized City staff.

**D. Conditions on Required Services**

- 24-hour turn-around on common repairs (including brakes, etc.) and routine maintenance without

prior scheduling. When a prior appointment has been made for routine maintenance, the turn-around time should be four (4) hours.

- Provide adequate inventory on special parts to ensure minimum turn-around on non-common repairs.

#### **E. Repair Order Content and Procedure**

The Contractor shall provide repair orders for all services provided containing the following information:

- Repair estimates with anticipated work to be performed, estimated completion time, and estimated cost signed by the City staff upon pick-up/drop-off. A confirming copy with final cost shall be mailed to City upon completion, and a billing copy shall be sent to the City with the monthly statement.
- Actual work/cost above written estimate requires City approval prior to work start.
- Authorization of work by designated City Fleet Coordinator or designee is required for all repair orders.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
  - Date work performed
  - Vehicle and/or license #, make/model
  - Vehicle mileage and engine hours at time of service/repair
  - Date in / date out / time completed
  - Detail type of service, hours, material used, and cost associated with each
  - Subcontracted repair orders containing same information shall be attached to contractor repair order
  - Copies of all invoices related to the repair
- The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 12 months or 12,000 miles, whichever occurs first. The Contractor shall remedy all such defects at his/her own expense within one (1) working day after notification by the City.
- Warranty and subcontracted repair orders need to be provided by the Contractor. Contractor is prime contractor; however, subcontractors may be used by Contractor. Contractor assumes responsibility for work of subcontractors. The charges for such services to the City shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less.

#### **F. Hours of Operation**

The City has a number of services that are active on a 24/7 basis and desires the most comprehensive hour coverage possible. Please identify normal business hours and emergency business hours if available.



### Schedule A: Preventive Maintenance Schedule

Schedule A		City (non-Police)	Police
1	Change Engine Oil*	X	X
2	Change Engine Oil Filter	X	X
3	Reset Intelligent Oil Life Monitor System (if equipped)	X	X
4	Rotate Tires (4 Wheel – Front to Rear)	X	X
5	Check Tire Wear, Tread Depth and Proper Pressure	X	X
6	Check Accessory Drive Belts and Tensioner	X	X
7	Check Half-Shaft Dust Boots Drive Axle Fluid Level (if equipped)	X	X
8	Check Battery Performance and Corrosion Free Connections. Add water as needed	X	X
9	Check Horn Operation	X	X
10	Check Engine and Cabin Air Filters	X	X
11	Check Suspension and Shock Components for Wear, Leaks or Damage	X	X
12	Check and Lubricate Chassis, Steering Linkage, Ball Joints, Suspension, Tie-Rod Ends, Driveshaft and U-Joints. Inspect Undercarriage for Damage.	X	X
13	Check Engine Component Fluid Levels including Brake, Coolant Recovery Reservoir, Manual and Automatic Transmission with an Under-Hood Dipstick, Power Steering and Window Washer. Fill as needed	X	X
14	Check Windshield for Cracks, Chips or Pits	X	X
15	Check Washer Spray, Wiper Operation, and Condition of Wiper Blades	X	X
16	Inspect Brake Pads, Shoes, Rotors, Drums, Calipers, Brake Linings, Hoses, Wheel Cylinders, and Parking Brake	X	X
17	Inspect Wheel and Related Components for Abnormal Noise, Wear, Looseness, or Drag	X	X
18	Inspect Engine Cooling System, Heater and A/C Strength, and Hoses	X	X
19	Inspect Exhaust System and Heat Shields	X	X
20	Inspect Front & Rear Axles and U-Joints; Lubricate if Equipped with Grease Fittings (AWD Vehicles)	X	X
21	Inspect Exterior and Interior Lights and Other Electrical Items for Correct Operation including Hazard Warning System Operation (if equipped)	X	X
22	Lubricate Door Latches, Locks and Hinges	X	X
23	Check all Seat Belts	X	X
24	Fuel Filter – Replace (Diesel Engine Only)	X	
25	Check & Drain Fuel/Water Separator (Diesel Engine Only)	X	

\*Price for the oil change should be based on 5 quarts.

## EXHIBIT B

### OPERATING PROCEDURES FOR VEHICLE MAINTENANCE SERVICES

This section sets forth the operating policy and procedures for servicing City vehicles and equipment.

Contracted maintenance facilities are expected to provide prompt, courteous and competent service. Garage staff must be knowledgeable about service procedures, and initiate the service transaction within 15 minutes of their arrival and/or service call is placed. The service desk shall be staffed adequately to provide efficient customer service in a timely manner.

To assist the Contractor with the maintenance program, the City will provide:

1. Listing of covered vehicles (Exhibit D) by vehicle number, updated periodically as necessary.
2. Repair orders and billing invoices must refer to the vehicles by their vehicle number.
3. City preventative maintenance schedule (Schedule A).
4. Designated staff contacts.

#### A. Safety Check

The Contractor shall perform a safety check in conjunction with all maintenance requirements listed within this Request For Proposal. These safety checks shall be performed every time a vehicle is brought in for service:

- Tires – Visually check condition.
- Lights – Check directional signaling devices and emergency light systems for proper operation.
- Windshield Wipers and Washers – Check condition of wiper arms and blades. Check aim and flow of washer spray. Fill washer reservoir with washer solvent.
- Fluid Levels – Check and replenish fluid levels in transmission, differential, steering sector or power steering pump, and master cylinder. Inspect all units for leakage and clogging.
- Battery – Check condition of heat-shield, hold-down clamps and cable ends, top off electrolyte level, and clean top and terminals as necessary.
- Heater-Defroster-Air Conditioner System and Wiper Controls – Check switches, valves, and ducting doors for proper operation.
- Exhaust System – Visually inspect complete exhaust system including catalytic converter and heat-shielding. Check for broken, damaged, missing, or poorly positioned parts. Inspect for open seams, holes, or any condition that could allow exhaust fumes to enter the vehicle.
- Steering and Suspension Components – Conduct a “look and “shake” inspection.
- Frame/Sub-Frame and Cross Member – Visually check for “drive-over” and/or vehicular damage and fatiguing.
- Drive Shaft U-Joints / CV Joints – Conduct a “look” and “shake” inspection for seal leakage and joint failure.
- Critical Components – Check condition of all under-hood heat-shields, and the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat. Inspect all coolant hoses, fuel line hoses, power steering hoses, engine accessory drive belts, and other under-hood plastic or rubber components.
- Brakes – Inspect all brake line hoses and master cylinder for signs of leaks or damage. Inspect front

brake pads, rear brake linings, wheels cylinders, and parking brake cables and linkage. Report estimate of remaining life of pads and shoes.

- Cooling System – Visually inspect entire system for leaks, damage or others signs of needed repair.

## **B. Scheduling of Maintenance and Service Procedures**

1. City will designate a specific Service Representative (“SR”) for non-police and police vehicles. Although the garage will have contact with other City operations staff, the SRs are your primary contact with the City.
2. The contractor shall identify a single individual by name to serve as the responsible contact for daily communication with the City regarding vehicle scheduling and vehicle status update(s).
3. The SRs will contact the designated representative between 7:30 a.m. and 5:00 p.m., weekdays to determine the status of vehicles and/or equipment being serviced. The contractor contact should provide accurate and timely information to the SR on vehicle status including, but not limited to:
  - What vehicles/equipment are ready by vehicle number.
  - What vehicles/equipment are being serviced/require repair.
  - Estimated completion of vehicles/equipment under repair.
  - Description of repairs and costs.
4. For other services, the vehicle driver will deliver the vehicle to your facility, and provide a description of problem of the vehicle.
  - a. Contractor to shuttle driver back to city facility within 30 minutes.
5. After the service is completed:
  - a. Complete Vehicle Service Order ready for SR or designee to sign.
  - b. Place service reminder label on the driver’s side windshield stating the next maintenance Mileage, Date and Engine Hours for routine preventative maintenance.
  - c. Contact SR to provide time that vehicle is ready for transporting back to the original location. If the SR is not available, leave a voicemail message.
  - d. SR or designee will check work performed, sign off Service Order, and accept the keys from Contractor representative.
6. When repairs cannot be accomplished at your facility or a subcontractor facility identified in the proposal, you must contact the SR for instructions. No repairs shall be made by non-authorized facilities without approval of the SR.
7. Report to the SR any vehicle brought in for service or specific concern with problems caused by driver misuse.
8. The Contractor will be responsible for loss and damage to all City vehicles under its custody and/or control.

## **C. Preventive Maintenance**

The preventative maintenance services will be in accordance with the preventative maintenance schedule (Schedule A). Additionally:

1. If projected brake pad/shoe life is less than 1,500 miles, replace brake pads/shoes.
2. Tires are to be replaced when they reach tread depth of 4/32 of an inch or within 1,500 miles.
3. Turn-around time of 24 hours for routine preventive maintenance is expected when no appointment for service has been made. When a prior appointment has been made for routine maintenance, the turn-around time should be four (4) hours.

**D. Non-Preventative Maintenance Service and Emergencies**

1. Non-routine maintenance, other than emergencies, will be handled by appointment through the SR or designee. If a driver stops at your facility Monday through Friday between 7:30 a.m. and 5:00 p.m. requesting service without prior notification to you from the City, call the SR/designee for instructions.
2. After Contractor hours, if a vehicle has a breakdown or is involved in an accident and must be towed, the driver will be instructed to have the vehicle towed to your facility. The operator will then provide their own transportation. In such a situation, notify the SR for instructions.
3. In all cases the last set of instructions from the SR will prevail.
4. Turn-around time of 24 hours for non-preventative maintenance service is expected unless otherwise approved on a case by case basis by SR.

**EXHIBIT C**

**PROPOSAL FORM**

**I. MANAGEMENT INFORMATION**

**Proposers and their subcontractors must have prior successful experience performing maintenance and repair services on automobiles, must be licensed to conduct business in the State of Washington, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.**

1. SHOP PROFILE RESPONSIBILITY

SHOP NAME: \_\_\_\_\_

NAME OF SHOP OWNER(S): \_\_\_\_\_

SHOP ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS AT THIS LOCATION: \_\_\_\_\_

2. PROXIMITY TO CITY HALL: \_\_\_\_\_ MILES

3. NAME OF SHOP MANAGER(S): \_\_\_\_\_

State the duties and qualifications of shop manager(s)

4. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:

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

Title/Duties: \_\_\_\_\_

Qualifications: \_\_\_\_\_

Years with Contractor: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Other: \_\_\_\_\_

5. Emergency Contact (365 days/year; 24 hours): \_\_\_\_\_

- Operating Hours – The Contractor shall be currently operating out of a commercial facility, which is open and accessible to City personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00am and 5:00pm, Monday through Friday (excluding holidays).

Please state hours that your facility is open for maintenance service.

Monday	_____	a.m.	to	_____	p.m.
Tuesday	_____	a.m.	to	_____	p.m.
Wednesday	_____	a.m.	to	_____	p.m.
Thursday	_____	a.m.	to	_____	p.m.
Friday	_____	a.m.	to	_____	p.m.
Saturday	_____	a.m.	to	_____	p.m.
Sunday	_____	a.m.	to	_____	p.m.

- Please provide an experience/qualification profile for each member of your **technical staff** to include the following information. Attach additional sheets if needed.

<u>Name</u>	<u>Job Title/Years in Job</u>	<u>Years with Contractor</u>	<u>Job-Related Training/Certification/Date</u>

- Given the size and composition of your current staffing, will it be necessary for you to increase staffing to meet the requirements of this contract? (Explain)
- Please describe your hiring and continued education/training requirements for mechanics?
- The City requires bonding for individuals who will perform services on City vehicles at **no additional cost** to the City. Please certify the personnel assigned will be bondable by initialing here \_\_\_\_\_.

**II. REFERENCES**

1. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided. Use additional sheets if necessary.
  
2. Please provide 3 commercial client references, their size of fleet by vehicle type, years of contract relation, type and frequency of the service provided. Please identify the contact person and phone number for each. Use additional sheets if necessary.

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Company Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Fleet Size/Type \_\_\_\_\_  
Years of Contract \_\_\_\_\_  
Frequency of Service \_\_\_\_\_

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Company Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Fleet Size/Type \_\_\_\_\_  
Years of Contract \_\_\_\_\_  
Frequency of Service \_\_\_\_\_

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Company Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Fleet Size/Type \_\_\_\_\_  
Years of Contract \_\_\_\_\_  
Frequency of Service \_\_\_\_\_

3. Approximately what percent of your shop work is currently derived from fleet business? \_\_\_\_\_ %
  
4. Has your shop ever been a subject of Better Business Bureau action? Yes [ ] No [ ]  
If yes, please describe:

5. Please describe the 5 most recent customer complaints and how you resolved them. Use additional sheets if necessary.
6. Please describe your maintenance record system to ensure services provided are consistent with factory scheduled maintenance guidelines.
7. Are you currently or have you ever previously contracted with a municipality to provide vehicle maintenance service? Yes [ ] No [ ]  
If yes, please describe:
8. Are you currently or have you ever previously provided repair services to other government entities?  
Yes [ ] No [ ]  
If yes, please list the entity names, contract person and phone number:
9. Can you supply the City with tires using pricing based on Washington State Contracts?  
Yes [ ] No [ ]
10. The City reserves the right to perform unannounced site visits, interview staff and management, and test repairs prior to selection to determine, among other things:
- the customer service responsiveness
  - the shop organization and operation efficiency
  - the response time



**III. SUPPLEMENTAL QUESTIONNAIRE**

1. City drivers are typically under time constraints and need to return to work. The City's expectation is for them to be acknowledged and served promptly, courteously and competently. How will you do this?
  
2. What procedures are followed to ensure successful completion of service work prior to the vehicle being released to the customer?
  
3. The City requires the Contractor to designate one person from the shop to work with the City representatives and communicate vehicle repair status and scheduling on a routine basis. Please identify this position and the qualifications you will establish for this position.
  
4. The City expects 24 hours turnaround time for preventive and for routine repair services. Can you meet this standard and provide quality repair work? Yes [  ] No [  ]
  
5. Please specify whether OEM or after-market parts will be used for repairs? If after-market parts will be used, please explain under what circumstance(s). *Please be aware the City requires use of OEM parts for all services unless specifying herein or otherwise approved by SR prior to repair for all services.*
  
6. List after-hour emergency services availability.
  
7. Describe the availability of secured parking for vehicles in for repairs.

**IV. FACILITY DESCRIPTION**

1. How many bays are available for vehicles?
  
2. Describe what provisions and procedures you have in place to dispose of hazardous substances, oils, coolants, etc.
  
3. Do you have a certified emissions specialist on staff?    Yes    No
  
4. Do you have an electrical systems specialist on staff?    Yes    No
  
5. Describe any experience that you have in servicing/maintaining lift-equipped vehicles.
  
  
6. The City requires the Contractor to coordinate warranty work. Please describe how you would perform that and which dealership/service departments you will use for Chevrolet, Ford, GMC, and Dodge. Please provide name of dealership, shop location, and phone number.
  
  
7. Can you perform emergency roadside service if required?    Yes    No

**V. SUBCONTRACTOR LIST**

Indicate what work is proposed to be performed by subcontractor(s). Indicate on the following list the name and location of all subcontractor(s).

<u>Service</u>	<u>Sub-contractor</u> (Name/Location)	<u>Primary Contact</u>	<u>Phone</u>

**VI. COST AND CONDITIONS**

CITY VEHICLE Services/Costs	Passenger Vehicles & Light Truck	4x4 Trucks and Utility Vehicles	4x4 Truck 6.0 Diesel	4x4 Truck 7.3 Diesel
	Cost	Cost	Cost	Cost
Schedule A	\$	\$	\$	\$
Vehicle Transport (pickup and delivery) for preventative and scheduled services	\$	\$	\$	\$
Cost of Hourly Labor Rate (not included in Schedule A)	\$	\$	\$	\$
Rotate Tire (4-Wheel Front to Rear)	\$	\$	\$	\$
Replacement Dealer Parts (not included in Schedule A) <b>Cost Plus</b>				
	%	%	%	%
Replacement Non-Dealer Parts (not included in Schedule A) <b>Cost Plus</b>				
	%	%	%	%
Cost for shop supplies, and other disposal fee as a percentage of total service fee (not included in Schedule A).				
	%	%	%	%
Cost for tire installation and balance per tire	\$	\$	\$	\$

POLICE VEHICLE Services/Costs	Crown Victoria	Dodge Charger	Utility Truck	Ford Interceptor SUV
	Cost	Cost	Cost	Cost
Schedule A	\$	\$	\$	\$
Vehicle delivery for preventative and scheduled services	\$	\$	\$	\$
Cost of Hourly Labor Rate (not included in Schedule A)	\$	\$	\$	\$
Rotate Tire (4-Way Front to Rear)	\$	\$	\$	\$
Replacement Dealer Parts (not included in Schedule A) <b>Cost Plus</b>				
	%	%	%	%
Replacement Non-Dealer Parts (not included in Schedule A) <b>Cost Plus</b>				
	%	%	%	%
Cost for shop supplies, and other disposal fee as a percentage of total service fee (not included in Schedule A.)				
	%	%	%	%
Cost for tire installation and balance per tire	\$	\$	\$	\$

Conditions:

1. Prices for the services listed above must include all labor and material needed to complete the services specified.
2. Prices proposed in this section are fixed prices for the initial period of the contract.
3. All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case-by-case basis. Price for each service shall include parts, labor, all necessary fluids, and free fluid top off between service intervals.
4. Service reminder sticker is required with each service.
5. All labor hours shall be as listed on ALLDATA Service & Repair Information system. Contractor shall provide the City with an access password to their ALLDATA Service & Repair Information system.
6. Unless otherwise specified and/or agreed to, a standard 12 month or 12,000-mile warranty will be required on all labor and materials.
7. The City is required to pay Washington State sales or use taxes for most goods and services. The City is exempt from Federal excise and transportation taxes. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item.

**VII. SIGNATURE SHEET**

**Receipt of the following Addendum is hereby acknowledged by:**

Addendum #__	Dated:	Acknowledged By:
Addendum #__	Dated:	Acknowledged By:
Addendum #__	Dated:	Acknowledged By:

COMPANY	DELIVERY GUARANTEED	DAYS AFTER ORDER	
ADDRESS	PROMPT PAYMENT DISCOUNT TERMS:		
CITY	STATE	ZIP CODE	PHONE
AUTHORIZED REPRESENTATIVE ( <i>Print</i> )	<b>SIGNATURE</b>		
	TITLE		

**Proposals signed by an agent are to be accompanied by evidence of their authority.**

**EXHIBIT D**

<b>LIST OF CITY [NON-POLICE] VEHICLES as of October 2020</b>						
1996	Ford	Ranger 4x4		2014	Ford	Escape FWD
1997	Chevrolet	C2500 P/U 4WD		2014	Ford	Escape FWD
1998	Ford	Ranger P/U 4x2		2014	Ford	F-150 4x4 SC
1998	Trailer	None		2014	Ford/StarCraft	E-350/Allstar
2000	Ford	F-550		2015	Ford	Explorer
2000	Ford	F-550		2015	Ford	F-150 4WD
2001	GMC	Sonoma		2015	Ford	F-150 Ex Cab 4W
2002	Chevrolet	G3500 Van		2015	Ford	F-250 SC 4WD
2002	Chevrolet	S-10 Blazer 2WD		2015	Ford	Focus SE
2002	Chevy Van	G3500		2015	Ford	Focus SE
2002	Ford	F-250 P/U 2WD		2015	Solar Tech	MB2-LR-1548
2003	Ford	E-250 Van		2015	Solar Tech	MB2-LR-1548
2003	Ford	E-250 Van		2015	Solar Tech	MB2-LR-1548
2004	Ford	E-350 Clubwagon		2015	Solar Tech	MB2-LR-1548
2004	Ford	F-150 P/U		2015	Solar Tech	MB2-LR-1548
2004	Ford	F-150 XL 4 X 2		2015	Solar Tech	MB2-LR-1548
2004	Ford	F-150 XL 4 X 2		2016	Ford	Explorer AWD
2004	Ford	F-150 XL 4x2		2016	Ford	F-550
2004	Ford	F-150 XL 4x4		2016	Ford	F-550 4x4
2004	Ford	F-250 4x4		2017	Ford	Explorer
2004	TNT	18' Tilt Trlr.		2017	Ford	Explorer
2005	Ford	F-450 Boom Truck		2017	Ford	Explorer
2005	Starlite	SL-7X14TACT		2017	Ford	Explorer
2006	Ford	F-250 P/U 4x2		2017	Ford	Explorer
2007	Chevrolet	Passenger Van		2017	Ford	Explorer
2007	Ford	F-150 P/U 4x2		2017	Ford	F-150 P/U
2007	Ford	F-250 P/U 2WD		2017	Ford	F-150 P/U
2007	Top Notch	TLT-7		2017	Ford	F-250 4x4
2007	Top Notch	TLT-7		2017	Toyota	RAV 4 HYBRID
2008	Ford	E-150 Van		2018	Ford	F-450 Crew Cab
2008	Ford	F-450		2019	Ford	F-150 SC 4x2
2008	Ford	F-450 Flatbed		2019	Ford	F-150 SC 4x4
2008	Ford	Ranger P/U 2WD		2019	Ford	F-450 Crew Cab
2008	Ford	Ranger P/U 2WD		2019	Ford	Transit Connect
2009	Ford	Escape FWD HEV		2019	Ford/Altec	F550 4X2 /AT40G
2009	Ford	Escape FWD HEV		2020	Ford	F150
2010	Ford	F-150 SC 4x4		2020	Ford	F250 4x4 SC
2011	Ford	F-450 4x2 Crew		2020	Ford	F250 SC 4X2
2011	Ford	F-450 SC 4x4		2020	Ford	F350 SC 4X4 DWR
2011	Ford	F-450 SC Flatbed		2020	Ford	F450 Dump
2012	Dodge	Ram 1500 4x4 CC		2020	Ford	F450 SC 4X4 DRW
2012	Dodge	Ram 1500 4x4 SC		2020	Ford	Transit 250 Van
2012	Ford	Escape 4x2 HEV		2020	Ford	Transit 250 Van
2012	Ford	F-250 P/U 4x4		2020	Ford	Transit Cargo
2013	Ford	E-450 Bus		2020	Ford	Transit 250 Van

**LIST OF CITY [NON-POLICE] VEHICLES as of October 2020**

2013	Ford	F-450 4x4				
------	------	-----------	--	--	--	--

**LIST OF POLICE VEHICLES as of October 2020**

2004	Ford	E350 SD Cargo EXT		2015	Ford	Interceptor SUV
2005	Ford	Tahoe		2015	Ford	Interceptor SUV
2006	Acura	TSX		2015	Ford	Interceptor SUV
2006	Ford	F150		2015	Ford	Interceptor SUV
2006	Ford	PIT TRAINING Crown Vic		2015	Ford	Interceptor SUV
2006	Ford	Sprinter V		2015	Ford	Interceptor SUV
2006	Ford	Van E450		2015	Ford	Interceptor SUV
2007	Ford	E450 Cutaway Van		2015	Ford	Interceptor SUV
2008	Ford	ECAT CRT Tahoe		2015	Ford	Interceptor SUV
2009	Ford	F650		2015	Ford	Interceptor SUV
2010	Toyota	Camry		2015	Ford	Interceptor SUV
2010	Toyota	Camry		2015	Ford	Interceptor SUV
2010	Dodge	Caravan		2015	Ford	Interceptor SUV
2010	Ford	Crown Vic		2015	Ford	Interceptor SUV
2010	Ford	Crown Vic		2015	Ford	Interceptor SUV
2010	Ford	F-350		2015	Ford	Interceptor SUV
2010	Ford	Fusion		2015	Ford	Interceptor SUV
2010	Chevrolet	Tahoe		2015	Ford	Interceptor SUV
2011	Ford	Crown Vic		2016	Dodge	Grand Caravan
2011	Ford	Crown Vic		2016	Ford	Hybrid Fusion
2011	Ford	Crown Vic		2016	Ford	Interceptor sedan
2011	Ford	Crown Vic		2016	Ford	Interceptor SUV
2011	Ford	Crown Vic		2016	Ford	Interceptor SUV
2011	Ford	Crown Vic		2016	Ford	Interceptor SUV
2011	Ford	Crown Vic		2016	Ford	Interceptor SUV
2011	Ford	Crown Vic		2016	Ford	Interceptor SUV
2011	Ford	Crown Vic		2016	Ford	Interceptor SUV
2011	Ford	F-250		2016	Ford	Interceptor SUV
2011	Chevrolet	Tahoe		2016	Ford	Interceptor SUV
2011	Chevrolet	Tahoe		2016	Ford	Interceptor SUV
2011	Chevrolet	Tahoe		2016	Ford	Interceptor SUV
2012	Dodge	Charger		2016	Ford	Interceptor SUV
2012	Dodge	Charger		2016	Ford	Interceptor SUV
2012	Dodge	Charger		2016	Ford	Interceptor SUV
2012	Dodge	Charger		2016	Ford	Interceptor SUV
2012	Dodge	Charger		2016	Ford	Interceptor SUV
2012	Ford	Fusion Hybrid		2016	Ford	Interceptor SUV
2012	Ford	Fusion Hybrid		2016	Ford	Interceptor SUV
2012	Ford	Fusion Hybrid		2016	Ford	Interceptor SUV
2012	Ford	Fusion Hybrid		2016	Ford	Interceptor SUV
2012	Ford	Fusion Hybrid		2016	Ford	Interceptor SUV
2012	Ford	Fusion Hybrid		2016	Ford	Interceptor SUV
2012	Ford	Fusion Hybrid		2016	Ford	Interceptor SUV
2012	Ford	Fusion Hybrid		2016	Chevrolet	Tahoe
2012	Ford	Fusion Hybrid		2017	Ford	Interceptor SUV
2013	Ford	Fusion Hybrid		2017	Ford	Interceptor SUV
2013	Ford	Interceptor sedan		2018	Ford	Escape
2013	Ford	Interceptor sedan		2018	Ford	Escape
2013	Ford	Interceptor sedan		2018	Ford	Escape
2013	Ford	Interceptor sedan		2018	Ford	Escape
2013	Ford	Interceptor sedan		2018	Ford	Escape
2013	Ford	Interceptor sedan		2018	Ford	Fusion Hybrid
2013	Ford	Interceptor sedan		2018	Ford	Interceptor SUV
2013	Ford	Interceptor sedan		2018	Ford	Interceptor SUV
2013	Ford	Interceptor sedan		2018	Ford	Interceptor SUV
2013	Ford	Interceptor sedan		2018	Ford	Interceptor SUV





EXHIBIT E

**SAMPLE CONTRACT – FOR INFORMATION ONLY**

**MAINTENANCE AGREEMENT  
FOR  
2020 FLEET MAINTENANCE**

This Maintenance Agreement (“Agreement”) is made between the City of Federal Way, a Washington municipal corporation (“City”), and **Insert Contractor’s Co. Name**, a **Insert type of organization and State where organized, i.e. “Washington corporation” or “a sole proprietor”** (“Contractor”). The City and Contractor (together “Parties”) are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

<p><b>INSERT CONTRACTOR’S CO. NAME:</b></p> <p>Insert Contact Name  Insert Contractor’s Address  Address - Continued</p> <p>Insert Telephone Number (telephone)  Insert Fax Number (facsimile)  Insert email address</p>	<p><b>CITY OF FEDERAL WAY:</b></p> <p>Insert City Contract Administrator’s Name  33325 8th Ave. S.  Federal Way, WA 98003-6325  (253) <b>Insert Telephone Number</b> (telephone)  (253) <b>Insert Fax Number</b> (facsimile)  <b>Insert email address</b></p>
--	---

The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than **Insert specific date** (“Term”). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

2. **WORK.**

2.1 **Work.** The Contractor shall provide goods, materials or services and otherwise perform the work more specifically described in Exhibit “A,” attached hereto and incorporated by this reference (“Work”), performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee.

2.2 **Warranties.** The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining a City of Federal Way business registration. The Contractor warrants it will provide services in a manner consistent with the accepted practices for other similar services within the Puget Sound region in effect at the time those services are performed. The Contractor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Contractor’s representations to City. The Contractor shall, at its sole cost and expense, correct all Work performed which the City deems to have defects in workmanship and material discovered within one (1) year after the City’s final acceptance of the Work. This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A RCW. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

2.3 Time, Documentation, and Inspection. Work shall begin immediately upon the effective date of this Agreement. Work shall be subject, at all times, to observation and inspection by and with approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

2.4 Clean Up. At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

3. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12 and may result in ineligibility for further City agreements.

#### 4. COMPENSATION.

4.1 Amount. In return for the Work, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B," attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B," the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Work have been performed, the name of the personnel performing such Work, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Work. Payment shall be made on a monthly basis by the City only after the Work has been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Work does not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Defective or Unauthorized Work. If any goods, materials, or services provided under this Agreement are either defective, unauthorized, or otherwise do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement and the City reserves the right to withhold payment from the Contractor until the goods, materials, or services are acceptable to the City. If Contractor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Contractor.

4.4 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Work or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Work for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

4.5 Final Payment: Waiver of Claims. Contractor's acceptance of final payment shall constitute a waiver of any and all claims, except those previously and properly made and identified by Contractor as unsettled at the time request for final payment is made.

#### 5. INDEMNIFICATION.

5.1 Contractor Indemnification. The Contractor agrees to release indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or in connection with this Agreement or the performance of this Agreement, except for that portion of the claims caused by the City's sole negligence. 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 Contractor and the City, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. Contractor shall ensure that each sub-contractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties further acknowledge that they have mutually negotiated this waiver.

5.3 City Indemnification. The City agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City.

5.4 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. INSURANCE. The Contractor agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the Contractor, their agents, representatives, employees or subcontractors for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:

6.1. Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating that is satisfactory to the City:

a. Commercial general liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury, bodily injury, death, property damage, products liability, advertising injury, and liability assumed under an insured contract with limits no less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate.

b. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

c. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limits in the minimum amounts required to drive under Washington State law per accident for bodily injury, including personal injury or death, and property damage.

6.2. No Limit of Liability. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

6.3. Additional Insured, Verification. The City shall be named as additional insured on all commercial general liability insurance policies. Concurrent with the execution of this Agreement, Contractor shall provide certificates of

insurance for all commercial general liability policies attached hereto as Exhibit "C" and incorporated by this reference. At City's request, Contractor shall furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. If Contractor's insurance policies are "claims made," Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City.

6.4 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

7. CONFIDENTIALITY. All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential subject to applicable laws. Breach of confidentiality by the Contractor may be grounds for immediate termination. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

8. WORK PRODUCT. All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall delivery all needed or contracted for work project upon demand. All records submitted by the City to the Contractor will be safeguarded by the Contractor. Contractor shall make such data, documents, and files available to the City upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

9. BOOKS AND RECORDS. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

**10. INDEPENDENT CONTRACTOR / EMPLOYEE CONDITIONS.**

10.1 Independence. The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security, income, or other tax which may arise as an incident of employment, except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

10.2 Safety. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors at the work site and in the performance of the contract work and shall utilize all protection necessary for that purpose. Contractor shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the site for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the performance of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same

10.3 Risk of Work. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. Even though Contractor is an

independent contractor, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion

#### 10.4 Prevailing Wages.

10.4.1 Wages of Employees. This Agreement is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workers and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington, which current "prevailing rates of wage" are attached hereto as Exhibit "D" and incorporated herein by this reference. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates that are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

10.4.2 Agreements Exceeding One Year. Pursuant to WAC 296-127-023, or hereafter amended, the City agrees to pay any increase in the current prevailing wages if and when this Contract is extended provided that the term of the Contract exceeds one year. The City further agrees to pay the current prevailing wages at the time of additional yearly extensions, and the Contractor agrees to pay its employees the increased prevailing wage.

10.4.3 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Agreement do not apply to: Sole owners and their spouses; any partner who owns at least 30% of a partnership; the President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

10.4.4 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Agreement, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

10.4.5 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

11. **CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

12. **EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

13. **GENERAL PROVISIONS.**

13.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

13.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

13.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation or performance of this Agreement, this Agreement may be rendered null and void, at the City's option.

13.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

13.5 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set

of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the “date of mutual execution” hereof.

[Signature page follows]





STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary's signature \_\_\_\_\_  
Notary's printed name \_\_\_\_\_  
Notary Public in and for the State of Washington.  
My commission expires \_\_\_\_\_

**Individual:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this day personally appeared before me, \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(typed/printed name of notary)  
Notary Public in and for the State of Washington.  
My commission expires \_\_\_\_\_