



REQUEST FOR PROPOSAL DOCUMENTS

FOR

**CITY OF FEDERAL WAY
2018 FLEET EQUIPMENT 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 2018 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 furnishing maintenance and repair services, including all labor, parts and materials necessary for the various classifications, types, and makes/models of equipment. Please note that this would not be an exclusive maintenance contract. A list of existing City equipment is attached herein as examples only. The number, make/model and composition may change without prior notice. Contractors located within the City of Federal Way limits are preferred. The selection will be based on overall price, services, performance, and reliability of the proposers. The City’s needs are outlined in the following Request for Proposal (“RFP”).

II. TIME SCHEDULE.

The City will follow the following timetable, which should result in a selection of a firm by June 15, 2018:

Issue RFP.....	May 4, 2018
Any questions/clarifications submitted in writing to the City.....	May 18, 2018
Deadline for Submittal of Proposals at 3:00 p.m.....	May 25, 2018
Preliminary Selection of Firm	June 8, 2018
Notify Firm Chosen.....	June 15, 2018

III. INSTRUCTIONS TO PROPOSERS.

A. All proposals should be sent to:

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

B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: “RFP 2018 FLEET EQUIPMENT MAINTENANCE.”

C. All proposals must be received by 3:00 p.m. on May 25, 2018, at which time they will be opened. Three (3) copies of the proposal must be presented. No faxed, emailed, or telephone proposals will 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 June 15, 2018.

F. All proposals must include the following information:

- The names of individuals from those firm(s) 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.
- Completed copy of Exhibit B.
- References.

IV. SELECTION CRITERIA.

<u>Factor</u>	<u>Weight Given</u>
1. Responsiveness of the written proposal to the purpose and scope of service, completeness and clarity of all required information, and any supplemental information provided by Proposer that will demonstrate the quality of services.	30%
2. Price.	50%
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 Recipient, 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. This proposal shall be for a period of three (3) years.
- I. The City reserves the right to award any contract to more than one qualified proposer.
- J. Prior to contract award, the City will meet with the Proposer to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.

VI. SCOPE OF SERVICES.

The scope of service, operating procedures, and equipment to be covered are attached herein as Exhibit A, B, and C.

VII. COMPENSATION.

- A. 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	May 4, 2018
Federal Way Mirror	May 11, 2018

EXHIBIT A

SCOPE OF SERVICE

GENERAL PROVISIONS AND OPERATING PROCEDURES FOR EQUIPMENT MAINTENANCE SERVICES

The successful Contractor(s) must be able to perform general and preventative maintenance and common repair services on equipment that includes, but is not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, hydraulic systems, 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 Contractor is primarily responsible for performance, including, but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

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, multiple items with sub-items to one vendor or in any manner deemed to be most advantageous to the City.

Contracted maintenance facilities are expected to provide prompt, courteous and competent service to drivers.

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

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

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 C. Any exception including subcontracting must be noted in the response.

A. Preventative Maintenance and Repairs

The City typically operates equipment within the standard manufacturer's intent for the given equipment. The dump trucks and equipment trailers are routinely driven short distance; have frequent starts/stops; and long idle periods. The attached Schedule A outlines preventative maintenance requirements provided by the manufacturer and due to the use conditions. Additionally:

- If projected brake pad/shoe life is less than 1,500 miles or 50 hours, replace brake pads/shoes.
- Tires are to be replaced when they reach tread depth of 4/32 of an inch within 1,500 miles or 50 hours.

In addition to preventative maintenance, the Contractor will provide service/repairs to all common mechanical, electrical, and hydraulic systems as needed.

B. Scheduling of Maintenance and Service Procedures

- City will designate a specific Service Representative (“SR”). Although the Contractor will have contact with other City operations staff, the SR is your primary contact with the City.
- The Contractor shall identify a single individual by name to serve as the responsible contact for daily communication with the City regarding equipment scheduling and equipment status update(s).
- The SR will contact the designated Contractor representative between 7:30 a.m. and 5:00 p.m., weekdays to determine the status of equipment being serviced. The garage contact should provide accurate and timely information to the SR on equipment status including, but not limited to:
 - What equipment is ready by Equipment number.
 - What equipment is being serviced/require repair.
 - Estimated completion of equipment under repair.
 - Description of repairs and costs.
- After the service is completed:
 - Complete equipment Service Order ready for SR or designee to sign.
 - Place service reminder label on the driver’s side windshield stating the next maintenance Mileage, Date and Engine Hours for routine preventative maintenance.
 - Contact SR to provide time that equipment is ready for transporting back to the original location. If the SR is not available, leave a voicemail message.
 - SR or designee will check work performed, sign off Service Order, and accept the keys from Contractor representative.
- When repairs cannot be accomplished by Contractor or approved subcontractor 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.
- Report to the SR any equipment brought in for service or specific concern with problems caused by operator misuse.
- The Contractor will be responsible for loss and damage to all City equipment under its custody and/or control.

C. Transport of Equipment for Service

- The Contractor may elect to work on equipment at the City’s maintenance yard utilizing a mobile response unit or transport the equipment to the Contractor’s service facility. Except as noted below, the Contractor is responsible for (pickup and delivery). Cost of transport of equipment to Contractor’s maintenance facility shall be included in pricing.
- The City’s maintenance yard is located at:

Steel Lake Maintenance Shop – 31130 28th Ave South, Federal Way, WA
- For equipment designed and licensed for over the road travel, which is not drivable, additional towing charge may be billed upon approval of authorized City staff. This does not apply to equipment which is typically trailered for transportation.

- The Contractor is responsible for loading and securing equipment prior to transportation and ensuring Contractor's staff maintains the appropriate licensing/endorsements to transport.
- After Contractor hours, if equipment has a breakdown or is involved in an accident and must be towed, the driver may be instructed to have the equipment towed to your facility. You may, therefore, encounter disabled equipment that has been towed to your facility during non-working hours. In such a situation, contact the SR for instructions.

D. Conditions on Required Services

- Non-routine maintenance, other than emergencies, will be handled by appointment through the SR or designee.
- There may be times when the SR calls early in the day with a specific set of instructions, and later in the day changes them; or, another staff member will call to change them if the SR is not available. The last set of instructions will prevail.
- For scheduled preventative maintenance the turnaround time is one (1) business day unless prior arrangements have been made between the City and the Contractor.
- For common repairs (hydraulic leaks, brakes, etc.) without prior scheduling the turnaround time is two (2) business days unless prior arrangements have been made between the City and the Contractor.
- For non-common repairs or extensive required work the Contractor shall provide an estimated return to service timeframe prior to commencing the work. In the event that the timeframe is not acceptable and the Contractor cannot shorten it, the City reserves the right to have an alternate Contractor complete the work.
- For emergency repairs (snow and ice events, City emergencies, etc.) an eight (8) hour onsite response time is required. Repair timeframes shall be coordinated with City. For emergency repairs labor rates may be billed at an overtime rate upon approval by authorized City staff.
- 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 estimate cost signed by the City staff upon start of onsite service or pick-up/drop-off. A confirming copy with final cost shall be mailed to the 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, Public Works Deputy Director, Public Works Director, or designee is required for all repair orders.
- Individual equipment charges shall be submitted on separate repair orders for each service visit. The repair order must include:
 - Date work performed
 - Equipment and/or license number, make/model
 - Equipment mileage/hours at time of service/repair

- Date in, date out, and 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 is responsible for disposal of all spent or removed fluids. If the Contractor elects to work on equipment at the City's maintenance facility they shall comply with all industry environmental procedures and policies to prevent discharge of fluids onto the ground.
 - 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 750 hours/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.

Schedule A: Preventive Maintenance Schedule

Note: Based on the type of equipment, not all equipment requires all tasks listed below. If the subject equipment is capable of having the service performed the Contractor shall perform said service.

LARGE TRUCKS

Service A	
1.	Change engine oil.
2.	Reset intelligent oil life monitor system (if equipped).
3.	Check tire wear, tread depth and proper pressure.
4.	Check accessory drive belts and tensioners.
5.	Check compressor/air warning 90 psi, 120 psi.
6.	Check horn operation, all seat belts, back-up alarm, starter operation, and gauges.
7.	Check windshield for cracks, chips or pits. Check washer spray, wiper operation, and condition of wiper blades.
8.	Check suspension and shock components for wear, leaks or damage.
9.	Inspect brake pads, shoes, rotors, drums, calipers, brake cans, brake can stroke, brake linings, hoses, wheel cylinders, air cans, parking brake, and clutch adjustment. Inspect, clean and lube treadle valve.
10.	Check and lubricate chassis, steering linkage, ball joints, suspension, tie-rod ends, driveshaft, differentials, axles, u-joints, rails, and rollers. Inspect slack adjusters/S cam, king pins. Inspect undercarriage for damage.
11.	Inspect wheel and related components for abnormal noise, wear, looseness, or drag.
12.	Check engine component fluid levels including brake, steer axle hub oil, drop axle hub oil, coolant recovery reservoir, transmission with an under hood dipstick, power steering, hydraulic and window washer. Fill as needed.
13.	Inspect exterior and interior lights and other electrical items for correct operation including hazard warning system operation.
14.	Lubricate door latches, locks and hinges.
15.	Replace engine and cabin air filters, hydraulic filters, oil filter, fuel filter, power steering filter.
16.	Empty air cleaner pre-filter.
17.	Check battery performance and corrosion free connections.
18.	Inspect engine belts.
19.	Check freeze points.
20.	Inspect engine cooling system, heater and A/C strength, and hoses for leaks or chafing.
21.	Inspect exhaust system and heat shields.
22.	Inspect water pump for leaks and play.
23.	Clean/replace hydraulic tank breather.
24.	Inspect and service air dryer, drain and inspect air tanks.
25.	Check & drain fuel/water separator.
26.	Perform annual DOT vehicle inspection and report in accordance with 49 cfr part 396.

Schedule A: Preventive Maintenance Schedule

Note: Based on the type of equipment, not all equipment requires all tasks listed below. If the subject equipment is capable of having the service performed the Contractor shall perform said service.

EQUIPMENT

Service A	
1.	Change engine oil, hydraulic system oil, front and rear differential oil, front and rear final drive oil, transmission oil.
2.	Reset intelligent oil life monitor system (if equipped).
3.	Check tire/track wear, tread depth and proper pressure.
4.	Check compressor/air warnings.
5.	Check horn operation, all seat belts, back-up alarm, starter operation, and gauges.
6.	Check windshield for cracks, chips or pits. Check washer spray, wiper operation, and condition of wiper blades.
7.	Check suspension and shock components for wear, leaks or damage.
8.	Inspect brake pads, shoes, rotors, drums, calipers, brake cans, brake can stroke, brake linings, hoses, wheel cylinders, air cans, parking brake, and clutch adjustment. Inspect, clean and lube treadle valve.
9.	Check and lubricate all grease points on equipment including attachment arms, stabilizers, chassis, steering linkage, ball joints, suspension, tie-rod ends, driveshaft, differentials, axles, u-joints, rails, wear bearings, and rollers. Inspect slack adjusters/S cam, king pins. Inspect undercarriage for damage.
10.	Inspect wheel and related components for abnormal noise, wear, looseness, or drag. Check wheel nut torque.
11.	Check engine component fluid levels including brake, coolant recovery reservoir, power steering, hydraulic and window washer. Clean transmission magnetic screen. Fill as needed.
12.	Inspect exterior and interior lights and other electrical items for correct operation including hazard warning system operation.
13.	Lubricate door latches, locks and hinges.
14.	Inspect rollover protective structure, extendable stick pads, power side shift stabilizer wear pads.
15.	Replace engine and cabin air filters, hydraulic filters, oil filter, fuel filter, fuel secondary filter, power steering filter, transmission oil filter, engine crankcase breather, and receiver dryer (refrigerant).
16.	Empty air cleaner pre-filter.
17.	Check battery performance and corrosion free connections.
18.	Inspect engine belts, engine valve lash, accessory drive belts and tensioners.
19.	Check freeze points.
20.	Inspect engine cooling system, heater and A/C strength, and hoses for leaks or chafing.
21.	Inspect exhaust system and heat shields.
22.	Inspect water pump for leaks and play.
23.	Clean/replace hydraulic tank breather and axle breathers.
24.	Inspect and service air dryer, drain and inspect air tanks.
25.	Check & drain fuel/water separator and fuel tank water/sediment reservoir.

Schedule A: Preventive Maintenance Schedule

Note: Based on the type of equipment, not all equipment requires all tasks listed below. If the subject equipment is capable of having the service performed the Contractor shall perform said service.

TRAILERS

Service A	
1.	Perform annual DOT vehicle inspection and report in accordance with 49 cfr part 396.
2.	Perform an overall inspection of the trailer, tie downs, decking, safety chains, etc.
3.	Inspect tire, tread depth and proper pressure.
4.	Inspect electrical system and all lights.
5.	Inspect brake system.
6.	Grease all grease points on the trailer.
7.	Check suspension and shock components for wear, leaks or damage.
8.	Check and lubricate all grease points on trailer including stabilizers, chassis, linkage, suspension, u-joints, rails, wear bearings, and rollers. Inspect undercarriage for damage.
9.	Inspect wheel and related components for abnormal noise, wear, looseness, or drag. Check wheel nut torque.

EXHIBIT B

PROPOSAL FORMS

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. CONTRACTOR PROFILE

CONTRACTOR 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 MAINTENANCE YARD _____ 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: _____

Pager: _____

Cell Phone: _____

Other: _____

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

6. 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. Unless all service is to be provided at the City Maintenance Yard, facilities shall be available for equipment 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.

7. 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>

8. 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)
9. Please describe your hiring and continued education/training requirements for mechanics?
10. The City requires bonding for individuals who will perform services on City equipment at **no additional cost** to the City. Please certify the personnel assigned will be bondable by initialing here _____.
11. Describe your shop’s experience providing equipment maintenance services including the number of years in business, and type of services provided. Use additional sheets if necessary.

II. **REFERENCES**

1. Please provide three (3) commercial client references, their size of fleet by equipment 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 _____

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

4. Please describe the three (3) most recent customer complaints and how you resolved them. Use additional sheets if necessary.

5. Please describe your maintenance record system to ensure services provided are consistent with factory scheduled maintenance guidelines.

6. Are you currently or have you ever previously contracted with a municipality to provide equipment maintenance service? Yes [] No []
If yes, please describe:

7. 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:

8. Briefly describe your interest in servicing the City's equipment and what factors make you the best candidate in your opinion. (Include here any information or materials that you want the City to take into consideration while evaluating your ability to perform this contract.)

9. Can you supply the City with equipment 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. What procedures are followed to ensure successful completion of service work prior to the equipment being released to the customer?

2. The City requires the Contractor to designate one person from the shop to work with the City representatives and communicate equipment repair status and scheduling on a routine basis. Please identify this position and the qualifications you will establish for this position.

3. Please specify whether Original Equipment Manufacturer (“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.*

4. Describe the availability of secured parking for equipment for repairs.

IV. FACILITY DESCRIPTION

1. How many bays are available for equipment?

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 backhoes/loaders.

6. 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 EQUIPMENT Services/Costs	Large Truck (International 7600 10 Yard Dump*)	Equipment (Caterpillar 420F Backhoe*)	Trailer (16k dual axle trailer*)
	Cost	Cost	Cost
Service A	\$	\$	\$
Cost of hourly labor rate (not included in Service A)	\$	\$	\$
Replacement dealer parts (not included in Service A) Cost Plus	%	%	%
Replacement non-dealer parts (not included in Service A) Cost Plus	%	%	%
Cost for shop supplies, and other disposal fee as a percentage of total service fee (not included in Service A)	%	%	%
Cost for tire installation and balance per tire	\$	\$	\$

**Provide Service A pricing based on this equipment.*

Conditions:

1. Costs for Service A on equipment not listed will be per hour. Costs for specified equipment will be fixed for the initial period of the contract (three years).
2. Prices for the services listed above must include all labor and material needed to complete the services specified.
3. Prices proposed in this section are firm fixed prices for the initial period of the contract (three years).
4. 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.
5. Service reminder sticker is required with each service.
6. 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:

COMPANY			
ADDRESS		PROMPT PAYMENT DISCOUNT TERMS:	
CITY	STATE	ZIP CODE	PHONE
AUTHORIZED REPRESENTATIVE (<i>Print</i>)	SIGNATURE		
	TITLE		

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

EXHIBIT C

Equip #	Year	Description	Make
82210	1995	Wacker Asphalt roller RD 880	
82331	2017	Godwin Dri-Prime CD150M Trailer Mounted Pump	
84130	2011	S-185 Bobcat Skid-Steer Loader	
84210	2000	Gooseneck Equipment Trailer	
84261	2015	Kubota M8560HD-12 Tractor	
84270	2003	Olympic Tilt Trailer DT14-2E	
84330	2017	Toro MH-400 Topdresser	
84340	2017	Redexim Sandmaster 1600	
84350	2017	Redexim Verti-Top 1800	
84360	2017	Rake - 0 - Vac Sweeper With Street Broom Attachment	
84501	2015	Chicago Pneumatic 185CFM Compressor	
84521	2015	Olympic Tilt Trailer, 20TDT-2	
84550	1999	Lee Boy Asphalt Paver	
84610	2003	John Deere 310SG Backhoe Loader	
84611	2015	Caterpillar 420F Backhoe/ Loader	
84630	2004	TNT 18' Tilt Trailer	
84631	2015	Fabform SF164T-S7K Tilt Trailer	
91040	2004	New Holland Tractor TC45DA	
91041	2015	Kubota M6060HD	
82151	2010	Interstate Tilt Trailer #40TDL 40,000 Lbs.	
92500	2007	Cummins Portable Generator Ser.#T7008-105	
92510	2007	Cummins Portable Generator Ser.#T7008-106	
92530	2007	Farrow 185 Graffiti Removal Machine	
94511	2012	John Deere Tractor Model 6330 with Alamo Machete 22 cutting head	
94520	2014	John Deere 524K Wheel Loader	
94540	2017	Caterpillar Excavator Mod. 304E2 CRCB	
94640	2004	Caterpillar Asphalt Roller CB-224E	
82351	2015	7600 10 Yd. Dump	International
82521	2015	7600 10 Yd. Dump	International
8253	2003	M8500 Dump Truck	Sterling Mack
8257	2008	367, 10-yd Dump	Peterbuilt
8258	2008	340, 5-yd Dump	Peterbuilt
8259	2008	340, 5-yd Dump	Peterbuilt

EXHIBIT D

SAMPLE CONTRACT – FOR INFORMATION ONLY

**MAINTENANCE AGREEMENT
FOR
2018 FLEET EQUIPMENT 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:

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

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 equipments 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]

IN WITNESS, the Parties execute this Agreement below, effective the last date written below.

CITY OF FEDERAL WAY:

ATTEST:

By: _____
Jim Ferrell, Mayor

Stephanie Courtney, CMC, City Clerk

DATE: _____

APPROVED AS TO FORM:

J. Ryan Call, City Attorney

INSERT CONTRACTOR'S CO. NAME:

By: _____

Printed Name: _____

Title: _____

DATE: _____

PICK APPROPRIATE NOTARY AND DELETE THE OTHER ONE:

Corporate:

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 corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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 _____

LLC:

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__.

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

REV 2/17