



YOU ARE INVITED TO SUBMIT A PROPOSAL ON THE FOLLOWING PROJECT:

**“Website Redesign, Development, and Implementation
for the City of Mukilteo”**

DEADLINE: May 31, 2023

I. Project Description

Overview (Introduction and Scope of Project)

The City of Mukilteo requests a Letter of Interest and a Proposal from experienced website design firms to redesign, develop, and implement a new City website utilizing content on the existing website, as well as new information and features as suggested by the City.

The procedures for awarding this project will follow the guidelines outlined in RCW 39.04.270, Competitive Negotiations. The proposals will be evaluated on the criteria listed on page 7.

The City desires to create a professional, modernized website to serve as a positive first impression of the city, enhance user experience, simplify content management, and provide better information and customer service to residents, businesses, visitors, and the general community while meeting high standards for design quality and visual appeal.

Currently, the City has multiple staff members from different departments who work on the City website. The City intends to continue this practice for the foreseeable future.

The City of Mukilteo seeks the assistance of a firm that can accomplish the functionality identified in this Request for Proposals and the capability of integrating additional features that may be needed in the future.

Some of the goals of the new website are to provide simple and intuitive electronic access to public services and information, serve as a public communications tool, and to streamline business operations with a responsive web design. Additionally, the City would like the redesigned site to minimize the repetition of content and better support e-government

transactions such as online permits, online forms, applications, and digital public records requests.

The redesigned site should promote the city in a welcoming, friendly, and professional manner. The redesigned site should be comprehensive, dynamic, interactive, functional, intuitive, easy to maintain, expandable, consistent, and include a site map. The City seeks the most cost-effective way to achieve the project's goals and is interested in the respondents' ideas for new content and approach in achieving these goals.

An award of contract for the successful bidder is anticipated to take place on July 1, 2023. We would like the redesigned website to go live by December 31, 2023.

Responses will be accepted until 4:30 pm, May 31, 2023. The selected firm(s) for this project would need to immediately work with the City to execute a contract and begin necessary responsibilities. A copy of our contract template is attached at the end of this document.

DBEs Welcome

Disadvantaged business enterprises (DBEs) are encouraged to submit for this project.

Team Approach

A response to this request may be from an individual (i.e., a single organization or firm) or from a team (i.e., a group of firms or organizations).

The City also expects to work collaboratively with the selected consultant on this project.

Background

Mukilteo is a waterfront community situated on Puget Sound in southern Snohomish County, about 25 miles north of Seattle. This scenic area has views of the Olympic Mountains to the west and the Northern Cascade Mountains to the north and east.

The City provides police and fire services, street improvements and maintenance, community development services, general administrative services, and parks and recreation management. The City also owns and operates a storm water utility.

Mukilteo, a Native American name that over time became known as “a good camping ground,” is the site where the Point Elliott Treaty was signed by Governor Isaac Stevens and representatives of 22 Native American tribes in 1855. The first European settlement in the County was established on the northern point of Mukilteo in 1858. Pioneers to Mukilteo developed a trading post, lumber mill, cannery, and a port of entry for trading ships.

The City was incorporated in 1947 with a population of 775. In 1980, an area to the south of the City boundaries was annexed, which was followed by the 1991 annexation of Harbour Pointe, a master-planned community that included a shopping center and an award-winning public golf course. The Harbour Pointe annexation almost doubled the city's population from 6,900 to 13,000 and increased the city's area to 6.6 square miles.

Mukilteo is home to the historic 1906 Mukilteo Light Station, located within Lighthouse Park which offers an accessible beach, picnic area, and boat launch. The Light Station is available for touring and special events. The City is also a regional transportation hub for the Washington State Ferry System which connects Mukilteo to Clinton on Whidbey Island.

Today the City's population has grown to over 21,000, and its diverse, multi-cultural residents continue to share a great sense of pride, history, and tradition of community involvement. Mukilteo amenities include quaint shopping areas, restaurants, financial institutions, and several parks and open spaces for recreational opportunities. The City is also a neighbor to the Boeing Company, Paine Field Regional Airport, and other major employers along a technology corridor that reaches from northern King County through Mukilteo.

Whether a "good camping ground" or a place to call home, Mukilteo affords its citizens the opportunity to live, work, and play in a beautiful community of the Pacific Northwest.

Project Components – Scope of Work

The website design and development shall include the following elements and activities leading up to final implementation:

- Development of a new website design with a simplified user-friendly format and layout that serves as a marketing tool for the city.
- Incorporation of new graphics and photos to produce an overall pleasing visual appeal. Initial design to be approved by City prior to full site content being developed.
- Create a consistent and standardized format and enhanced graphical look for all pages.
- Updates of information and content to website should be easily accomplished by non-technical City staff and/or experienced contracted webmaster using non-complex interface software such as a Content Management System (CMS).
- Provide the capability of 'user interactive' features such as video streaming, picture slide show, user comment/question submittal, online form submittal, etc.
- Vendor will be responsible for maintaining web services and keeping the website up to date with changing standards.
- The following design elements and capabilities will be required for the website:
 1. Professional and clean overall theme and layout, initial design to be approved by City staff.

2. User-friendly navigation bars and menus that are easily updated by non-technical City staff and/or experienced contracted webmaster.
3. Capable of incorporating video/picture streaming.
4. Simple non-complex Content Management System that can be updated by City and/or contracted staff.
5. Ability to post emergency notifications that show each time the site is entered.
6. Website design should follow industry best practices for security, be PCI compliant, and must pass vulnerability scanning tests.
7. Ability to publicly archive City news releases, newsletters, minutes, and any other E-documents.
8. Allow for interactivity. Include e-mail response, surveys, feedback, online forms, online payments, inspection requests, and access to various event calendars. The designer must incorporate the ability for users to complete interactive online forms for such tasks as membership, event attendance, permit applications, and more.
9. Graphic and/or image files should be relative to the site. Design with simplicity to allow for quickest loading. Web pages should be tested to ensure compatibility with the major website browsers (Firefox, Chrome, Microsoft Edge, etc.), browser versions, and devices with varying load speeds (dial-up – fiber optic) to ensure each webpage can be accessed in a timely manner.
10. Compatible and accessible with most mainstream mobile/smart phone devices, RWD (Responsive Web Design), and W3C compliant.
11. Ability to embed social media posts from City Twitter, Facebook accounts, etc.
12. Ability to have functionality with third-party programs.
13. Provide detailed page-level analytics including traffic sources. Maintenance software which includes reporting functions would be valuable.
14. Form Printing. A number of static forms will be available for printing. Website may have links for opening and viewing these documents. Site should also have ability to use fillable forms and submit them through the website.
15. Website must comply with ADA standards. (Section 508 – <https://www.ada.gov/resources/web-guidance/>)
16. Retain current site URL.
17. Although the City has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in redesigning the style of the City website. We encourage respondents to consider and propose alternative solutions, recommendations, and improvements.
18. Transfer relevant content from the existing City site to the new site. Archive any remaining data.

II. Submittal Content Requirements

The Consultant or responding firm shall bear all costs relating to their response to this RFP including time in preparation of a response, and time spent in interviews or negotiation with the City prior to final selections. All proposals and accompanying documentation become the property of the City of Mukilteo and will not be returned.

A. Letter of Interest

The letter of interest should not exceed **one page** in length and should indicate: (a) an interest in being considered for the project described in this RFP; (b) the firm's contact information (address, telephone, email); and (c) if desired, any additional data or comments.

B. Qualifications and Proposal

The nature and form of the proposal are at the discretion of the respondent, but at least the following information must be included:

1. Project Organization and Staffing

- a. Provide an organization chart showing all proposed team members and their general roles in this project. It is the City's expectation that the team members proposed as part of the proposal will maintain their involvement with the project until its completion.
- b. Describe professional qualifications of each member of the consultant's project team and provide greater detail about the specific work to be undertaken by each member and his/her level of involvement in this project.

2. Description of Related Experience

- a. Describe the firm's knowledge of and experience with preparing webpages and, if appropriate, assisting with any programs or other efforts relevant to the project.
- b. Describe the firm's familiarity with Mukilteo or similar cities.
- c. Identify at least three projects the firm has completed that have similarities to the project described in this request. For each completed project, provide the following information:
 - Name of the client.
 - Name, position, and phone number of the client's project manager or other client representative who worked on or used the project.
 - Elements that are common to the project proposed in this RFP.
- d. If this proposal is on behalf of more than one firm or organization, describe how the firms/organizations have worked or will work together.

3. General approach

Describe the consultant's general approach or methodology for this type of project and provide any additional information about how the consultant would carry out the project, specific to Mukilteo's current situation.

4. Schedule

Provide an estimated schedule for tasks and milestones to accomplish this project. It should include all key requirements for this project and may include other elements at the consultant's discretion. A description of the consultant's ability to complete the project on or ahead of schedule should be included.

5. Budget

Provide an estimated budget to accomplish this project. The budget should be organized to show different steps or components of the project.

6. Optional Information

If desired, the respondent **may**:

- a. Provide additional information helpful to this project; and/or
- b. Attach samples from past work. (Note: this is not a required component of submittal.)

III. Submittal Format

The Letter of Interest and Proposal should be organized in a manner that allows the reviewer to evaluate the firm's qualifications and proposal quickly and easily. Brevity of text will be appreciated.

The Proposal should be no more than **ten (10)** pages in length. This page count may **exclude** the one-page Letter of Interest, any project covers, any section dividers, and any samples of work. Submittals should be submitted electronically using the information on page 8.

IV. Consultant Selection Process

A. City's Approach

Responses to the RFP will be evaluated, consistent with the project description contained in this request and the criteria below. This may result in the selection of a firm or in a short list of firms who will be asked to provide additional information and/or an oral interview.

The City reserves the right to choose not to proceed with this project or to re-issue the request for qualifications. The City reserves the right to postpone the opening of the responses and to reject all responses without indicating any reasons for such rejection.

B. Evaluation Criteria

Each submittal package will be evaluated and given a score based on the quality of response to each of the following topic areas. Maximum number of points achievable is 100.

1. Expertise - 25 points maximum

Proposals will be rated on the qualifications of the members of the proposed team, including the responsibilities and skills of each team member, and the appropriateness of the team relative to the scope of the project. The rating will consider the consultant's clear understanding of the project's objectives and technical requirements, as demonstrated by the submittal.

2. Experience - 25 points maximum

Proposals will be rated on their experience and demonstrated success in performing work similar to that described in this request. The consultant's familiarity with Mukilteo or similar cities will be considered in the rating.

3. Schedule - 10 points maximum

The proposed schedule, its consistency with the City's timeframe, the consultant's ability to complete the project earlier or on time, and its logical order will be considered in rating the submittal.

4. Budget - 15 points maximum

The proposed budget and its presentation of the components will be considered in rating the submittal. If appropriate, the rating will also take into account any cost-saving options identified in the proposal.

5. Approach - 15 points maximum

Points will be awarded to reflect the appropriateness of the project approach, as conveyed in the submittal, and any factors that demonstrate the firm's ability to successfully provide additional assistance to the city or otherwise provide a more effective product, consistent with the City's overall goals.

6. Clarity of Proposal - 10 points maximum

Points will be awarded to reflect the submittal's clarity and responsiveness to the RFP.

V. City Contact

A. Submission Deadline

The deadline for submittals to be **received** by the City is **May 31, 2023**, at 4:30 p.m. Please address responses to the attention of **Leslie Lavoie** and:

Send an electronic version to:
Acting City Clerk, Leslie Lavoie
llavoie@mukilteowa.gov

Please send your electronic mail address to Acting City Clerk Leslie Lavoie if your firm wishes to be on a **notification list** for this project. Persons on the notification list will receive any project updates from the City.

Questions about this project should be submitted to Nick Nehring at nnehring@mukilteowa.gov. Replies to questions will be sent via electronic mail to all firms on the notification list for this project.

**CITY OF MUKILTEO
CONSULTANT AGREEMENT**

This Agreement is entered into for the provision of consultant services to the City of Mukilteo for the following Project:

Project Title: INSERT NAME OF PROJECT

Work Description: See Attachment A - Scope of Work

Parties to the Agreement

<p>Consultant</p> <p>Name</p> <p>Address</p>	<p>City</p> <p>City of Mukilteo 11930 Cyrus Way Mukilteo, WA 98275</p>
<p>Project Manager:</p> <p>Phone:</p> <p>Fax:</p> <p>E-mail:</p>	<p>Project Manager:</p> <p>Phone: 425.263.80XX</p> <p>Fax: 425.367.2670</p> <p>E-mail: XX@mukilteowa.gov</p>
<p>Type of Agreement: (Check One)</p> <p><input type="checkbox"/> Lump Sum</p> <p><input type="checkbox"/> Time and Expense, Not to Exceed a Maximum Amount</p>	<p>Original Contract Time:</p> <p><input type="checkbox"/> ___ Calendar Days</p> <p><input type="checkbox"/> Completion on or Before _____</p>
<p>Original Agreement Amount:</p> <p>Actual Cost:</p> <p>Allowance:</p> <p>Total Not to Exceed:</p>	<p><input type="checkbox"/> Federal Funding Requirements Apply</p> <p><input type="checkbox"/> State Funding Requirements Apply</p> <p><input type="checkbox"/> N/A</p>

**CITY OF MUKILTEO
CONSULTANT AGREEMENT**

THIS AGREEMENT is entered into on _____, 2023 and is made by and between the City of Mukilteo, a municipal corporation of the state of Washington (the “City”), and Name of Firm, a _____ organized under the laws of Washington and licensed to do business in Washington (the “Consultant”).

WHEREAS, the City desires to accomplish the above-referenced project (the “Project”); and

WHEREAS, the City does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Consultant to provide the necessary services for the Project; and

WHEREAS, the Consultant represents that it is in compliance with Washington State statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting Services to the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance set forth below, the parties agree as follows:

1. SCOPE OF WORK. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Attachment A and incorporated herein by this reference. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement. All aspects of coordination of the work of this Agreement with outside agencies, groups or individuals shall receive advance approval by the City. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the City.

2. TIME FOR BEGINNING AND COMPLETION. The Consultant shall not begin any work under this Agreement until authorized in writing by the City. The Consultant shall complete all work and submit all deliverables required by this Agreement by the completion date shown in the heading of this Agreement. The completion time shall not be extended because of delays attributable to the Consultant, but may be extended by the City in the event of a delay attributable to the City, or because of unavoidable delays caused by an Act of God or governmental actions or other conditions beyond the control of the Consultant. A supplemental agreement issued by the City is required to extend the completion time.

3. PAYMENT.

A. General. The Consultant will be paid by the City for completed work and services rendered under this Agreement as set forth below. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Attachment A. A

summary of the Consultant's cost break down, or lump sum cost if applicable, by work task is included in Attachment A, including the computation of overhead costs and fixed fee if applicable.

B. Billings and Payment Processing. The Consultant may invoice the City not more than once per calendar month. Invoices shall be inclusive of all work performed on this Project. Invoices shall detail the work performed and services rendered on a task basis as established in Attachment A. Invoices shall be accompanied by a progress report as required under Section 4, covering the period for which the invoice is submitted. The City will pay such invoices within 30 days of submittal, unless the City gives notice that the invoice is in dispute. In such event, the City will pay the amount not in dispute and will withhold payment on all disputed amounts until such dispute(s) are resolved by the parties. The cumulative total of the monthly progress payments shall not exceed 90% of the "Original Agreement Amount" listed in the heading of this Agreement.

C. Maximum Total Amount Payable. The Maximum Total Amount Payable by the City to the Consultant shall not exceed the amount shown in the heading of this Agreement under "Original Agreement Amount". The Maximum Total Amount may be adjusted by any mutually agreed change order – see Section 10 – "Changes in Work".

D. Final Payment. A final payment of 10% of the Maximum Total Amount Payable due the Consultant will be made promptly upon verification by the City after completion of all work, contingent upon receipt of all reports and other related documents which are required to be furnished under this Agreement. Acceptance of such final payment by the Consultant shall constitute a release of all claims for payment which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

E. It is agreed that payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

4. PROGRESS REPORTS. The Consultant shall provide a progress report upon the completion of each task as described in Attachment A, in a form approved by the City that will outline in written and graphical form the various tasks and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

5. RELATIONSHIP OF THE PARTIES.

A. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona

bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission percentage, brokerage fee, gift, or contingent fee.

B. Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required of the Consultant under this Agreement shall be considered employees of the Consultant only and not of the City, and any and all claims that may arise under any worker's compensation act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons while so engaged on any of the work or services provided on behalf of the Consultant to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

C. The Consultant is an independent contractor for the performance of services under this Agreement. The City shall not be liable for, nor obligated to pay to the Consultant (or to any employee of the Consultant), any sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Consultant which may arise as an incident of the Consultant performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Consultant.

D. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof.

E. The Consultant shall not engage, on a full or part time basis, or other basis, during the period of this Agreement, any professional or technical personnel who are, or have been, at any time during the period of this Agreement, in the employ of the City, except regularly retired employees, without written consent of the City.

6. NONDISCRIMINATION. During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:

A. The Consultant agrees not to discriminate against any client, employee or applicant for employment, or for services because of race, creed, color, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, rendition of services. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and further that the Consultant shall be barred from performing any services for the City now or in the future unless a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

B. The Consultant shall comply with all other applicable regulations relative to nondiscrimination, including but not limited to the American Disabilities Act of 1992, as amended.

C. The Consultant, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, creed, color, sex, sexual orientation, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by applicable regulations.

D. Solicitations for Subconsultants and Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, creed, color, sex, sexual orientation, age, marital status, national origin and handicap.

E. Information and Reports. The Consultant shall provide all information and reports required by regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City and shall set forth what efforts it has made to obtain the information.

F. Unfair Employment Practices. The Consultant shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

G. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to: (i) withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or (ii) cancellation, termination or suspension of the Agreement, in whole or in part.

H. Incorporation of Provisions. The Consultant shall include the provisions of Sections (A) through (G) in every subcontract, including procurements of materials and leases of equipment unless exempt by the applicable regulations. The Consultant shall take such action with respect to any subconsultant or procurement as the City may reasonably direct as a means of enforcing such provisions including sanctions for noncompliance.

7. INDEMNIFICATION/HOLD HARMLESS.

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits,

Consultant Agreement over \$30,000

including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE. The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below or a State of Washington approved equivalent, subject to review by the City's Insurance Authority:

1. Automotive Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Service Office (ISO) form CA00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automotive Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by the Consultant or Insurance Company, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers listed as an authorized insurance company with the Washington State Insurance Commissioner and with a current A.M. Best rating not less than A:VII.

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirement of the Consultant within fourteen (14) days of the execution of the Contract by the City, or prior to commencement of the work, whichever should occur first.

F. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of its receipt of such notice.

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

9. TERMINATION OF AGREEMENT. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be provided to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after

Consultant Agreement over \$30,000

ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on the part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so. Payment for any part of the work shall not constitute a waiver by the City of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it by the City.

10. CHANGES IN WORK.

A. The Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct errors appearing therein, when required to do so by the City, without additional compensation. Should the City find it desirable for its own purposes to have previously satisfactorily completed work, or parts thereof, changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as provided in Section 11.

B. Should the City find it desirable for its own purposes to modify portions of the agreed upon scope of work, the City shall inform the Consultant of such change(s). If the City deletes portions of the agreed upon scope of work, the contract amount will be adjusted accordingly to reflect the savings for work not yet performed. If the City increases the scope of work, the Consultant will submit for the City's approval a proposal for the increased cost necessary to complete the additional work. No additional work shall start without the City's approval of cost associated with the increased work.

C. If the Consultant has previously been given authorization to proceed on the portion(s) to be deleted, the City's notice of intent to delete the portion(s) shall constitute notice to cease work on those portions to be deleted. If the Consultant has begun work on a portion of the work to be deleted, the City will reimburse the Consultant in accordance with the formula for a no-fault termination under Section 9 as applied solely to the portions to be deleted.

D. The City has provided the Consultant with a budget for the project and has requested that the Consultant develop a Scope of Work that will not exceed this budget. The Consultant understands that the City is relying upon the Consultant's expertise to develop a Scope of Work that fits the budget. The City and Consultant will work together to bring the project in, on or under budget.

11. EXTRA WORK.

A. The City may, at any time, by written order, make changes within the general scope of the Agreement for the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this Agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the Agreement, the City will make an equitable adjustment in the (1)

maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and will modify the Agreement accordingly.

B. The Consultant shall submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within 30 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a claim submitted before final payment of the Agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

D. Notwithstanding the terms and conditions of Section A above, the maximum amount payable for work performed under this Agreement shall not be increased or considered to be increased except by written supplement to this Agreement.

12. OWNERSHIP AND USE OF WORK PRODUCT. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefor. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant. All reports, materials, and other data furnished to the Consultant by the City shall be returned.

13. RECORDS.

A. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

14. FEDERAL AND STATE REVIEW. When federal or state grant funds or loans are utilized for any part of this Agreement, the appropriate federal and state agencies shall have the right to participate in the review or examination of the work in progress.

15. DISPUTES.

A. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the Consultant and the City shall be referred for determination to the City Administrator, whose decision in the matter shall be final and binding, provided, however, that if litigation is brought challenging the Administrator's decision, that decision shall be subject to de novo judicial review.

B. In the event the parties cannot agree upon a resolution of a dispute, the same shall be settled by mediation/arbitration pursuant to chapter 7.04 RCW except as herein modified. Such mediation/arbitration shall be before one disinterested mediator/arbitrator, if one can be agreed upon, otherwise before three disinterested arbitrators, one named by city, one by Consultant, and one by the two thus chosen. If all arbitrators have not been appointed within ten (10) days after written notice of demand for arbitration is given by one party to the other, then either party may apply to the Snohomish County Superior Court, upon not less than (5) days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed, and the judicial appointment shall be binding and final. The arbitrator or arbitrators may grant injunctions or other relief in such controversy or claims. The decision of the arbitrator or arbitrators shall be final, conclusive and binding on the parties and a judgment may be obtained in any court having jurisdiction.

16. NOTICES. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail. Notices to the Consultant shall be sent to the Consultant's President at the address set forth in the header of this Agreement. Notices to the City shall be sent to the City's Project Manager at the address set forth in the header of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this section.

17. DESIGNATED REPRESENTATIVES. The individuals identified as Project Managers in the header of this Agreement shall be the designated representatives of the parties to this Agreement. The City's Project Manager will coordinate the City's efforts relating to the work of the Consultant; provide project information to the Consultant; review progress and content of the Consultant's work in order to ensure that it meets the requirements of this Agreement; review and monitor the quality and quantity of such work; and review and process invoices from the Consultant for payment.

18. COMPLIANCE WITH LAW. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work to be done under this Agreement.

19. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. Any legal proceedings shall be brought in the Superior Court of Snohomish County.

20. NON-WAIVER. Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it under this Agreement. Waiver of any right or entitlement under this Agreement by the City shall not constitute waiver of any other right or entitlement.

21. SUBCONTRACTING. The Consultant shall not subcontract for the performance of any work under this Agreement without prior written permission of the City. No permission for subcontracting shall create, between the City and subconsultant, any contract or any other relationship.

22. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to only upon the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written below, effective upon full execution by the parties.

Insert Name of Firm

City of Mukilteo

Name, Title

Joe Marine, Mayor

Date

Date

ATTEST/AUTHENTICATED:

XXXX, City Clerk

Authorized by City Council Action:

Agenda Bill # _____

Date: _____

APPROVED AS TO FORM:

Ogden Murphy Wallace, Office of the
City Attorney

Attachment A - Scope of Work, Fee, and Schedule

Consultant Agreement over \$30,000

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