

Request for Qualifications
Grass Lake Neighborhood Park and Grass Lake Refuge
Phase I Park Design, Permitting and Construction Administration Services
Posted June 25, 2009
SOQ Due July 16, 2009

I. Introduction

The City of Olympia, Washington's Parks, Arts and Recreation Department is seeking the services of a park planning and design team led by a landscape architect. Proposed Phase I facilities include a small parking lot, interpretive kiosk, paved trails, a short pier, wildlife blind, interpretive signs, a butterfly/songbird meadow, and shoreline habitat enhancement and mitigation. The team will first create a conceptual site plan for the project area that includes a future neighborhood park and Grass Lake Refuge Phase I so that the adjacent facilities will be compatible. Design, construction and permitting documents will be prepared for Grass Lake Refuge Phase I.

The Grass Lake Refuge Master Plan was approved by the City of Olympia in 1997. The scope of work for the proposed Phase I improvements will be modified to accommodate recent property boundary changes, available funding and permitting requirements. Grass Lake Refuge contains the headwaters of Green Cove Basin. Lake Louise lies within the refuge. It is classified as a Shoreline of the State. As such, a hearing will be required as part of the permitting process. The proposed short pier and wildlife blind are on Lake Louise. The wetland system within the 164 acre urban wildlife habitat refuge includes Class I and II wetlands. A city well is adjacent to the project site and therefore wellhead protection requirements will be applicable.

The planning and design team's expertise should include topographic survey, wetland delineation, biological evaluation, TES species, SEPA, park facility design, trail design, interpretive sign design, stormwater design, habitat protection, restoration and mitigation, wellhead protection and water rights (well on site), and environmental permitting. The team needs to be receptive to working with concerned citizens, volunteers and partners in the design, permitting and implementation phases. The work will include presentations to neighborhood residents, permitting staff, the Olympia Park and Recreation Advisory Committee and the Olympia City Council. Preference will be given to consultant teams that are knowledgeable of Grass Lake Refuge and City of Olympia and state permitting and development requirements and that have worked together successfully before on similar projects.

II. Background Information

The initial property acquisition at Grass Lake Refuge was purchased with an Urban Wildlife Habitat Grant from Washington's Interagency Committee for Outdoor Recreation. The grant mandates that the refuge protect habitat and provide for public wildlife viewing opportunities. These values were addressed through the master planning process. Public master planning workshops involved neighbors, students and others. A technical advisory committee and an environmental education and interpretation task force helped to conceive facility development and management recommendations and priorities.

III. Draft Scope of Work

The City will provide a copy of the master plan and property maps.

The consultants work shall include:

- A. Participate in pre-submission conference with Community Plan and Development Staff to help define permitting requirements.
- B. Utilize licensed surveyor to produce topographic survey of project area.
- C. Create conceptual site plan integrating facilities for future adjacent neighborhood park and Grass Lake Refuge Phase I.
- D. Prepare Grass Lake Refuge Phase I drawings, specifications and cost estimates for park staff review and approval at 30%/60%/final.
- E. Help refine scope of work by incorporating permitting requirements, public and staff recommendations and preliminary cost estimates.
- F. Prepare public presentation materials, permit drawings, reports and other required information, design drawings and contract documents.
- G. Utilize City of Olympia's Engineering Design Standards, Drainage Manual and other requirements in the project design.
- H. Incorporate in contract documents city's special provisions and specifications.
- I. Prepare the construction document package including all design drawings and specifications. In addition to preparing the bid documents, some project components may be prepared for implementation by volunteers under supervision of city staff. All documents and drawings shall be provided in both electronic and hard copy formats. Drawing and report formats must comply with city and state permitting requirements.
- J. Provide construction administration services including weekly progress meetings, review and approval recommendations for submittals and pay applications, construction observation and punch list.

IV. Contract Schedule

The city would like to begin project design in August 2009 and complete construction in 2010.

V. Time Line for Submittal

Statement of Qualifications for this work will be accepted through 5 p.m. July 16, 2009. Hand delivered SOQs must be received at the department's kiosk and recorded by department staff as received by 5 p.m. Mail-in submittals must be received by the department by 5 p.m. July 16, 2009 and therefore must be mailed in advance.

Interested parties should submit five copies of their Statements of Qualifications to:

Julie McQuary, Parks Project Coordinator
Olympia Parks, Arts and Recreation Department
The Olympia Center

222 Columbia Street Northwest
Olympia, WA 98501

VI. Content of Submittal

Please limit Statement of Qualification to a total of sixteen pages, counting both front and back sides, including cover letter and use recycled paper products and no plastic sheets. Electronic copies will not be accepted. If supplemental materials are submitted they will not be returned. The SOQ should include:

- A letter of interest signed by a principal of the firm, with a statement as to the availability to complete the work, the firm's insurance coverage and the firm's financial stability. If more than one firm is submitting as a team, this information needs to be provided for all firms and submitted together.
- Qualifications and experience of the staff that would be assigned to the project. The roles of each team member including the project manager should be identified. Described work experience should include only experience relevant to this project and the actual tasks performed on other projects.
- A demonstration of the firm's understanding of the project through an outline of their suggested approach and schedule for the project.
- References, including names and telephone numbers of previous clients with similar projects.

VII. Consultant Selection

A selection team will review Statements of Qualifications. Prior to selection references will be checked. Interviews may be held for the most qualified firms between July 23-29, 2009 at The Olympia Center. Final selection will be determined by successful contract negotiations.

Selection Criteria To Be Addressed in the SOQ:

- Knowledge of the Grass Lake Refuge including the master plan, Green Cove Basin and related studies and resources.
- Knowledge of City of Olympia development standards and permits.
- Knowledge of applicable environmental regulations and permit requirements.
- Expertise in regional wetland and upland habitat protection, restoration and mitigation.
- Demonstrated ability to integrate facility design, resource protection and environmental interpretation.
- Demonstrated ability to design site sensitive, eco-friendly, low cost, durable, accessible and attractive park facilities.
- Expertise in outdoor environmental education and interpretive facility design in urban, wetland settings.

- Previous experience in involving the public, volunteers and partnerships in project design and implementation.
- Demonstrated success at cost estimating and project permitting for similar projects.
- Expertise of key personnel including professional licenses, certifications and previous experience working together.
- Team expertise covers entire project scope of work.
- Response of references.
- Suggested project approach and schedule.

VIII. Professional Services Agreement

The selected consultant team must be willing to agree to the terms of the City of Olympia’s Professional Services Agreement and Equal Benefits Ordinance (EBO). Each are attached below as Exhibits to the RFQ. In summary, the EBO requires that City contractors who contract with the City for contracts of \$50,000 or more, and who provide benefits to their employees with spouses, must also provide the same benefits to their employees with a domestic partner.

The contractor must certify that equal benefits will be provided to employees with spouses and to employees with domestic partners and allow the City access to records so that the City can verify compliance with the Ordinance. The Ordinance applies to health benefits only, including medical, dental and vision. A domestic partner is any person whose domestic partnership has been registered with a governmental entity pursuant to state or local law, or pursuant to an internal register maintained by the City contractor.

VIV. Equal Opportunity Employer

The City of Olympia does not discriminate in employment or the delivery of services and resources on the basis of age, sex, race, creed, color, sexual orientation, or national origin, or the presence of any physical, mental or sensory disability. It is the intent of the City of Olympia to maximize the opportunity for women’s and minority business enterprises (MWBES) to participate in the sale and delivery of equipment, goods, and services to the City.

The Olympia City Council has made compliance with the City’s non-Discrimination in Delivery of City Services or resources ordinance a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City’s non-discrimination policy. Accordingly, each City contract for service contains language that requires an agency to agree that it shall not discriminate against an employee or client on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation or presence of any disability.

X. Additional Information

Additional information about Grass Lake Refuge, including a property map, the City of Olympia and the Department of Parks, Arts and Recreation can be obtained on the City’s website: <http://www.olympiawa.gov/city-services /parks/park-and-trails/grass-lake-refuge.aspx>

Copies of the Grass Lake Master Plan that includes site maps may be viewed or checked out over

night from The Olympia Center kiosk between 8 a.m. and 7 p.m Monday-Friday. The project site is the southwest corner of the refuge adjacent to Kaiser Road. It may be toured on foot during daylight hours.

Direct questions to Julie McQuary, Parks Project Coordinator, at 360-709-2700 or jmcquary@ci.olympia.wa.us.

**PROFESSIONAL SERVICES AGREEMENT
FOR
_____ SERVICES**

This Professional Services Agreement ("Agreement") is dated effective this ____ day of _____, 2009. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and _____, a (*state of incorporation; e.g. Washington, California, Georgia, etc.*) corporation ("Contractor").

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of _____; and

B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

(Alternative Provision:) Contractor shall provide the following services:

_____ ("Services"), in a manner consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.

(Alternative Provision:) Contractor shall provide the services more specifically described in Exhibit "A," (*Staff: please attach exhibit and mark "Exhibit "A"*) attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than _____ ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

(Alternative Provision:)

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed STAFF: Write amount, i.e. Twenty-Five Thousand, Four Hundred Fifty and No/100 Dollars (\$_____) (**Optional phrase: calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B";**) (**Optional sales tax clause: and Washington State sales tax equal to _____ (\$_____)**) for a total amount not to exceed add comp & sales tax for total.

(Alternative Provision: use if there are expenses)

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed _____ and ___/100 Dollars (\$_____) calculated as follows:

(i) Contractor's Fee. An amount not to exceed the sum of _____ and ___/100 Dollars (\$_____), *(Optional phrase: calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B";)* (*Optional sales tax clause: and Washington State sales tax not to exceed _____ and ___/100 Dollars (\$_____)*); and

(Optional Section ii:)

(ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Contractor in performing the Services including _____ and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed _____ and ___/100 Dollars (\$_____).

4.2 Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, *(Optional phrase: which invoice shall specifically describe the Services performed, the name of Contractor's personnel performing such Services, the hourly labor charge rate for such personnel,)* and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such voucher or invoice.

4.3 Contractor Responsible for Taxes. 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.

5. Compliance with Laws.

Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Warranty.

The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that 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 or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. 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. It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that 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.

8. Indemnification.

8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) 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 caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Agreement. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, 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, and the indemnification and agreement to defend and hold harmless contained herein expressly includes any and all claims by employees, subcontractors, and assignees of Contractor or for which Contractor would otherwise have immunity under the Worker's Compensation Act or any similar law in the absence of Contractor's waiver of such immunity herein. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

8.2 City Indemnification. The City agrees to indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) 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, its employees or agents.

8.3 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.

9. Equal Opportunity Employer.

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, veteran status, sexual orientation or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position. 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 not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the City. The Contractor, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit B (**or Ex. C if Ex. B per Section 4.1**). If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit D.

10. Confidentiality.

All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential. Breach of confidentiality by Contractor will be grounds for immediate termination.

11. Insurance.

The Contractor shall carry, as a minimum, the following insurance in such forms and with a carrier rated A.M. Best "A:VII":

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

11.2 Commercial General Liability Insurance. Commercial general liability insurance with limits of liability not less than \$1,000,000 per occurrence, and \$2,000,000 in the general aggregate, for bodily injury, including personal injury or death, products liability and property damage. The commercial general liability insurance shall also include the following coverages:

- A. Products and Completed Operations Liability;
- B. Automobile Liability, including coverage for owned, non-owned, leased, or hired vehicles;
- C. Stop Gap or Employers Contingent Liability.

11.3 Automobile Liability Insurance. Automobile liability insurance with a combined single limit of liability not less than \$1,000,000 for bodily injury (including personal injury or death) and property damage.

11.4 Professional Liability Insurance. Professional liability insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limits, for damages sustained by reason of or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Contractor.

11.5 Certificates of Insurance. The City shall be named as additional insured on all such insurance policies, with the exception of professional liability and workers' compensation coverage(s). The insurance provided to the additional insured shall be primary. Contractor shall provide certificates of insurance and an Additional Insured endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after forty-five (45) days prior written notice to the City. If Contractor's insurance policies are "claims made" or "claims paid", Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated. Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

11.6. Insurance Limits. The insurance limits stated above are not intended to be an indication of exposure nor are they limitations on indemnification.

11.7 Expiration/Termination of Insurance. 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.

12. 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 Services shall belong to the City. At the termination or cancellation of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

13. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the vendor. If the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Contractor under the terms of this Contract in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Contract.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Contractor agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Contractor shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

14. 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 Services 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.

15. 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 continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. General Provisions.

16.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

16.2 Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

16.3 Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

16.4 Assignment. 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.

A. If the Contractor desires to assign this Contract or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

B. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

C. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, must have prior written approval by the City.

D. The City reserves the right to inspect any assignment or subcontract document.

16.5 Successors in Interest. Subject to the foregoing Subsection, 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.

16.6 Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party. The venue for any dispute related to this Agreement shall be Thurston County, Washington.

16.7 No Waiver. 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.

16.8 Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

16.9 Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

16.10 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. 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 below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

16.11 Captions. 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.

16.12 Performance. Time is of the essence in performance 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.

16.13 Remedies Cumulative. 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.

16.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

16.15 Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

16.16 Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

DATED the day and year set forth above.

CITY OF OLYMPIA

By: _____
City Manager or Dept. Director
Parks, Arts and Recreation Department
P.O. Box 1967
Olympia WA 98507-1967
Date: _____

APPROVED AS TO FORM:

City Attorney

I certify that I am authorized to execute this contract on behalf of the Contractor.

Contractor's Printed Name

By: _____
(Signature)

(Printed Name)

Its: _____
(Title)

(Address)

(Phone)
Date of signature: _____

Exhibit _____
**STATEMENT OF COMPLIANCE WITH
NON-DISCRIMINATION REQUIREMENT**

The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not discriminate against an employee or client on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

_____ affirms compliance with the City of Olympia's
(Print Agency Name)

non-discrimination ordinance and contract provision by **two or more of the following actions:**

- Text of non-discrimination contract provision is posted on printed material with broad distribution (newsletters, brochures, etc.).
 - What type, and how often? _____
- Text of non-discrimination contract provision is posted on each application for service.
- Text of non-discrimination contract provision is posted on the agency's web page.
- Text of non-discrimination contract provision is included in human resource materials provided to job applicants and new employees.
- Text of non-discrimination contract provision is shared during meetings.
 - What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:

By signing, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

Failure to implement the measures specified above constitutes a breach of contract

(Signature) (Date)

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees hired, on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability.

(Sole Proprietor Signature)

Exhibit
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors on City contracts estimated to cost \$50,000 or more are required to comply with Olympia’s Equal Benefits Ordinance, and must complete **both pages** of this Equal Benefits Compliance Declaration. Please note: No City contract can be executed until the contractor has completed this Declaration and submitted it to the City.

SECTION 1: Contractor Information

Name of Contractor: _____ Contact Person: _____

Phone Number: _____ Fax: _____ Email: _____

Approximate Number of Employees in the U.S.: _____ Project #: _____

SECTION 2: Compliance with Equal Benefits Ordinance

1. Does the contractor have any employees? YES NO

If the answer to Question 1 is “NO”, the contractor qualifies for **Option C** on Page 2 of this Declaration.

If the answer to Question 1 is “YES”, continue to Question 2.

2. a. Does the contractor provide, or offer access to, health insurance benefits to employees, or to the spouses of employees?*

YES NO

- b. Does the contractor provide, or offer access to, health insurance benefits to employees, or to the domestic partners of employees?*

YES NO

* (Please Note: for 2(a) and (b), the answer must be “YES” even if the employees must pay for some or all of the cost of spousal or domestic partner benefits.)

If the answers to both Questions 2(a) and 2(b) are “NO”, the contractor qualifies for **Option B** on Page 2 of this Declaration.

If the answer to either Question 2(a) or 2(b) is “YES”, continue to Question 3.

3. **BENEFITS PROVIDED**

If the contractor provides employee health insurance benefits, please indicate so on the list below. If the contractor provides equal benefits, for each “Yes” marked in one column, there should be a corresponding “Yes” marked in the other column.

EMPLOYEE BENEFIT	FOR SPOUSES	FOR DOMESTIC PARTNERS
Health Care	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Dental Care	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Vision Care	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

If the answers to Question 3 indicate that the contractor provides equal benefits, the contractor will be in compliance with the Equal Benefits Ordinance and qualifies for **Option A** on Page 2 of this Declaration.

If the answers to Questions 3 for any listed benefits are “YES” in the spouse column and “NO” in the domestic partner column, continue to Question 4.

4. Does the Contractor provide a cash equivalent of insurance benefits to the domestic partners of employees?
 YES NO

If the answer to Question 4 is “YES,” the Contractor qualifies under Option D on Page 2 of this Declaration.

If in response to Question 3 for any listed benefit both a “YES” and a “NO” answer have been given, and in response to Question 4 the contractor DOES NOT provide a cash equivalent, the contractor is not in compliance with the Equal Benefits Ordinance.

THE CITY OF OLYMPIA

CITY CONTRACTS – NON-DISCRIMINATION IN BENEFITS (Equal Benefits Ordinance)

Please Note: No City contract can be executed until the contractor has completed both pages of this Declaration and submitted it to the City.

EQUAL BENEFITS COMPLIANCE DECLARATION

I, _____
(Name)

on behalf of _____,
(Contractor Name)

declare that said Contractor complies with the Equal Benefits Ordinance by:

(Choose **ONE** of the following)

Option A

Offering equal benefits, as defined by the Equal Benefits Ordinance, to employees with spouses and employees with domestic partners.

Option B

Offering benefits neither to the spouses nor to the domestic partners of employees.

Option C

Having no employees.

Option D

Offering a cash equivalent.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20____, at _____,
(City)

(State)

Signature

Name (please print)

Title
Number

Contractor Tax Identification