



**CITY OF LAKEWOOD
6000 Main Street SW
Lakewood, WA 98499
253-589-2489**

**Request for Bids
Wards Lake Park NEPA Study**

**Deadline for submittals is
Friday, January 21, 2011 at 4:30 p.m.**

**Advertisement
Request for Bid to complete a
Wards Lake Master Plan
NEPA REPORT**

The City of Lakewood is soliciting BIDS from qualified candidates to prepare a NEPA Report consistent with 24 CFR part 58. This project is a federally funded project with U. S. Department of Housing and Urban Development, Community Development Block Grant Funds, and is subject to Title 24, CFR 570 of the U. S. Code of Federal Regulations. The City of Lakewood is an Equal Opportunity Employer. Small businesses and qualified minority and women owned businesses are encouraged to respond. For more detailed information regarding project scope and submittal requirements contact the office of the City Clerk, Lakewood City Hall, 6000 Main Street SW, Lakewood, WA 98499 (253-589-2489) or email abush@cityoflakewood.us

The request for bid is available online at

www.cityoflakewood.us/departments.html#p,/departments/legal/city-clerk/rfps-rfqs-bids.html

Deadline for submittals is Friday, January 21, 2011 at 4:30 p.m.

EXHIBIT A
Request for Bids to complete a
Wards Lake Master Plan
NEPA REPORT

The City of Lakewood is soliciting BIDS from qualified candidates to prepare a NEPA Report, consistent with 24 CFR part 58, for the Wards Lake Park Master Plan.

General Information: The mission of the Lakewood Parks and Recreation Department is to create a healthy community through people, parks and programs. We will preserve and maintain sufficient park land and open space to provide for our community needs and establish partnerships to ensure that a comprehensive system of programs, facilities, services and events is available to meet the recreation needs of the Lakewood community. We will work with several partners to accomplish this task.

Site Information: Wards Lake Park is located in the Northeast neighborhood area of Lakewood. Since incorporation, the City has utilized a variety of funding sources (County conservation futures, RCO, and CDBG grants along with SWM and City general funds) to purchase several parcels of contiguous land, remove structures, clean up the site and develop the area now known as Wards Lake Park. At over 20 acres, Wards Lake Park is a natural wonder in a very densely populated area.

In 2002 the City of Lakewood owned approximately 20 acres and developed approximately five acres as a neighborhood park. The park includes a fishing pier, playground, picnic shelter and natural trail system. At this time a NEPA report was prepared to meet CDBG funding requirements (an electronic copy of the plan can be provided at your request). In the past two years the city has purchased 2+ additional acres of land, removed several structures and completed an updated park master site plan. Prior to implementing phase one of the updated master plan, we are required to provide an updated NEPA report for the entire 22+ acre site.

Project Proposal: Project scope will include advising the City on biological impacts, mitigation and other issues and preparing a Biological Assessment related to the proposed Wards Lake Park Master Plan projects. Tasks include:

- Facilitate consultation between the City, Housing and Urban Development, the National Marine Fisheries Service, and the U.S. Fish and Wildlife Service regarding potential impacts of the Project on listed species and associated habitats, pursuant to Section 7(d) of the Endangered Species Act.
- Prepare a document that describes the proposed action; site characteristics, data on listed, proposed, and candidate species and critical habitats; potential impacts of the Project on those species and habitats; and recommendations of means to avoid and minimize potential impacts;
- Undertake research as necessary to analyze the type and degree of biological impact the project might have on listed species and associated habitats;
- Describe the potential impacts and make a recommendation to the City regarding the need for consultation with federal agencies; and
- Assist the city in the presentation and discussion of information contained in the Biological Assessment to the federal agencies or other entities identified by the City.

Submittals: All bids shall be submitted on the prescribed Bid Form and in the manner as stated in the bid documents. Bids must be submitted in a sealed envelope with the outside clearly marked with the bid opening date and time, the project name as it appears in this advertisement and the name and address of the bidder.

Award of Contract: The bid award will be made to the lowest responsible bidder. The City reserves the right to determine the lowest responsible bidder based on factors other than just price, including but not limited to the following: references and past performance with this or other agencies on similar projects and other circumstances related to this project.

Project Information and Requirements: This project is a federally funded project with U. S. Department of Housing and Urban Development, Community Development Block Grant Funds, and is subject to Title 24, CFR 570 of the U. S. Code of Federal Regulations.

The City of Lakewood is an Equal Opportunity Employer. Small businesses and qualified minority and women owned businesses are encouraged to respond. Minority and women owned businesses shall be afforded full opportunity to submit bids in response to this invitation, shall not be discriminated against on the grounds of sex, race, color, age, national origin or disability in consideration of an award of any contract or subcontract. Further, all bidders are encouraged to solicit and consider minority and women owned businesses as potential subconsultants and material suppliers for this project.

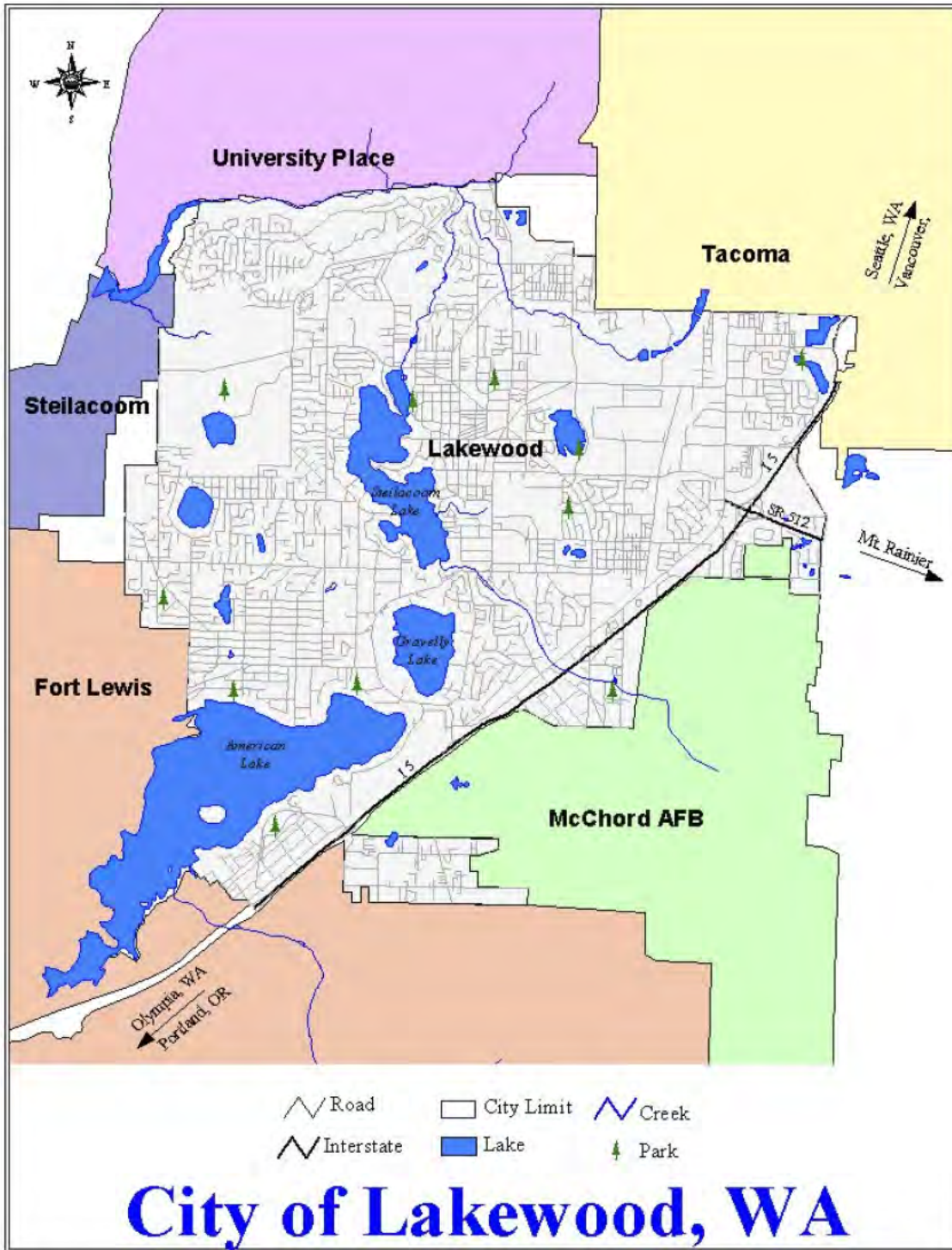
The Consultant and any subconsultants shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship. If the Consultant uses or employs any subconsultant in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subconsultant shall register in and participate in E-Verify and certify such participation to the Consultant. The Consultant shall show proof of compliance with this section, and/or proof of subconsultant compliance with this section, within three (3) working days of the date of the request for such proof.

Consultants shall not be debarred from participation in bidding on state or federally funded contracts.

The City of Lakewood reserves the right to accept the bids and award contracts to responsible bidders which are in the best interest of the City of Lakewood, to postpone the acceptance of bids and the award of the contracts for a period not to exceed thirty (30) days, or to reject any and all bids received and to waive irregularities in the bid or in the bidding.

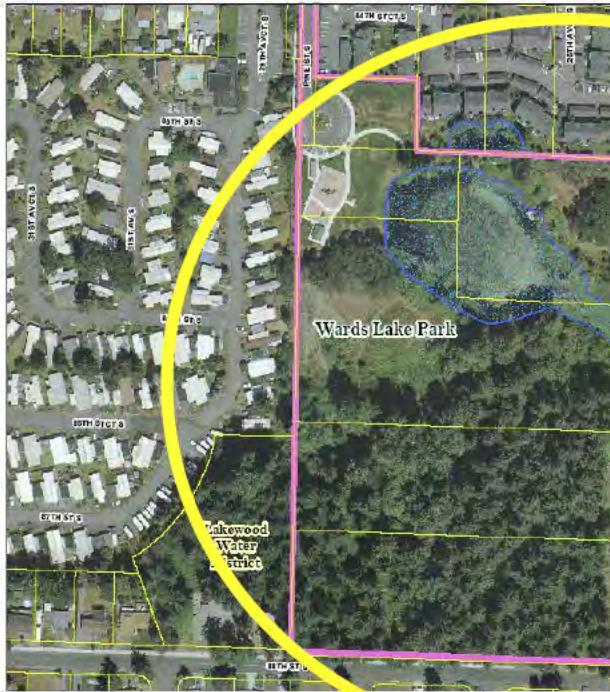
Information: For more information regarding this project, please contact:
Scott Williams, City of Lakewood Parks, Recreation and Community Services, 6000
Main Street SW, Lakewood, WA 98388 or call 253-983-1024.

Vicinity Map



Wards Lake Park area is circled in red

**Wards Lake Park
2716 84TH ST South
Lakewood, WA 98498**



**Planning Areas
Circled in yellow**



City of Lakewood

BID FORM AND SIGNATURE

Bidder _____

Address _____

Date _____

Consultant's State License No. _____

TO: City of Lakewood

PROJECT: Wards Lake Master Plan NEPA report

The undersigned have carefully examined the Scope of Work and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project necessary to perform the complete contract in a professional manner, and as required by and in strict conformance with the project proposal, special provisions, and addenda. These prices shall cover all expenses incurred in performing the work required for the Wards Lake Park Master Plan NEPA report under the contract documents for which this bid is a part.

BID AMOUNT: \$ _____ (NUMERIC)

BID AMOUNT: \$ _____ (WRITTEN OUT)

Hourly rate(S) for additional work/tasks:

Position(s)	Hourly Rate of Pay

BIDDER'S EXPERIENCE PREPARING NEPA REPORTS

All questions must be answered and if necessary, add separate sheets for item marked*

Name of Firm: _____

Permanent Main Office Address: _____

Point of contact name and contact information (phone, fax, e-mail)

General information on the firm _____

List up to five projects* recently completed by your company similar in importance to this project. For each project include the name, title, and phone number of a responsible, reference associated or familiar with the project.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Lakewood.

Bidder Signature: _____

Printed Name and Title _____

Date: _____

If Sole Proprietor or Partnership

IN WITNESS hereto, the undersigned has set his (its) hand this _____ day of _____, 20__.

Signature of Bidder

Title

If Corporation

IN WITNESS hereto, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20__.

Name of Corporation

Attest:

Secretary

by _____

Printed Name

Sworn to me before me this _____
day of _____, 20__.
Notary Public in and for the State of
Washington Residing at _____

NOTES:

1. If Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by partner. If the Bidder is a corporation, proposal must be executed by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).
2. A bid must be received.

The undersigned bids for the following described project:

Consultant (Firm Name)

Signature

Address

Name (Print) & Title

Phone Number

Date of Signing

Washington State Consultant's
Registration Number

(Indicate whether Consultant is partnership,
corporation, or sole proprietorship)*

If bidder is corporation, write State of Incorporation under signature. If partnership, give full names of all partners.

Bid proposals are to be submitted in a sealed envelope and clearly marked with the project name and bid opening date. Bids shall be addressed to the City of Lakewood City Clerk

SECTION 2
AGREEMENT

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 2011, by and between the **CITY OF LAKEWOOD**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City,” and _____, hereinafter referred to as the “Consultant.”

WHEREAS, the City desires to engage the Consultant to work for the City of Lakewood; and

WHEREAS, Consultant represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Consultant.** The City hereby agrees to engage the Consultant. The Consultant hereby agrees to perform the work in a competent and professional manner and provide the following services (hereafter referred to as “Work”) as set forth in Exhibit “A”. Without a written directive of an authorized representative of the City, the Consultant shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Consultant’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Consultant expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Consultant.
2. **Work for Hire.** Unless otherwise expressly agreed in writing, works created pursuant to this Agreement, or for the City of Lakewood, are works for hire, and all rights in such works belong to the City of Lakewood. Works created by Consultant prior to engagement, or not solely for performance in the course of the engagement for the City, shall not be works for hire.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be for one year unless terminated pursuant to the terms of Sections 5 and/or 7 of this Agreement.
4. **Compensation.**
 - A. The Consultant shall be paid by the City only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete Work.
 - B. The Consultant shall be paid such amounts and in such manner as follows: See Exhibit “A”.
 - C. Consultant may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those types and amounts of

expenses approved for reimbursement by the City. If approval for reimbursement is not obtained from the City prior to the Consultant's incurring the expense, Consultant acknowledges that the City retains the option not to reimburse the Consultant.

D. If Consultant fails or refuses to accept direction or carry out the reasonable directions of the City in performance of its work, the City may, in addition to any other remedy, withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Consultant's conduct.

5. **Time for Performance.** The Contractor shall perform the services provided for herein in accordance with the direction and scheduling provided below unless otherwise agreed to in writing by the parties. The consequences to the City of a failure to have the total work completed and acceptable to the City by the deadlines imposed by HUD are significant, including the denial of grant funds under the HUD programs. The Time of Performance shall commence on the date hereof and shall be completed within 30 days unless otherwise agreed to in writing by the parties.

6. **Ownership and Use of Documents.** All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of his performance of this Agreement (the "Work Products") shall be owned by and become the property of the City, and may be used by the City for any purpose beneficial to the City.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at anytime by sending written notice of termination to Consultant ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Consultant (whether by fax, mail, delivery or other method reasonably calculated to be received by Consultant in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Consultant shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The Notice shall be sent by the return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide Consultant actual notice in a timely manner, such as fax. The City does not by this section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, City may deduct from the final payment due the Consultant (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other back charges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Consultant to be performed hereunder. Such changes, including any

increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as a Change Order and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Consultant shall not sublet or assign any of the Work without the express prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this paragraph, the Consultant hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Consultant (or its employees, agents, representatives subconsultants/subconsultants) relating to this Agreement. The Consultant is obligated to defend and indemnify the City pursuant to this paragraph whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Consultant's duty to defend and indemnify pursuant to this paragraph is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Consultant. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Consultant specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Consultant recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives and (2) "Claims" include, but are not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages.

11. **Insurance.** The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverage and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Consultant shall take out and maintain in full force and affect the following insurance policies:

- a. Comprehensive general liability insurance, including automobile and property damage, insuring the City and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Consultant of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death or property damage in any one occurrence.
- b. Such workmen's compensation and other similar insurance as may be required by law.
- c. Professional liability insurance with minimum liability limits of \$1,000,000.

12. **Independent Contractor**

A. It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship,

and since the Consultant is an independent contractor, Consultant shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so-called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that the Consultant agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made to the City, because of these obligations.

B. Any and all employees of the Consultant, while engaged in the performance of any Work, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Consultant, while so engaged in any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Consultant's employees, while so engaged in any of the Work, shall be the sole obligation and responsibility of the Consultant.

C. Consultant shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

D. Consultant assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Consultant and as to all duties, activities and requirements by the Consultant in performance of the Work and Consultant shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. **Employment.** The Consultant warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, 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.

14. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Consultant shall make available to the City for the City's examination of all the Consultant's records and documents with respect to all matters covered by this Agreement and furthermore, the Consultant will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and

to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. **City of Lakewood Business License.** Consultant shall obtain a City of Lakewood business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Consultant shall register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 20.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

This project is a federally funded project with U. S. Department of Housing and Urban Development, Community Development Block Grant Funds, and is subject to Title 24, CFR 570 of the U. S. Code of Federal Regulations. The Contractor shall comply with all Community Development Block Grant (CDBG) funding requirements, included in Article 17.1 as applicable.

Minority and women owned businesses shall be afforded full opportunity to submit bids in response to this Work, and shall not be discriminated against on the grounds of sex, race, color, age, national origin or disability in consideration of an award of any contract or subcontract. Further, the Contractor is encouraged to solicit and consider minority and women owned businesses as potential subcontractors and material suppliers for this Work.

The Contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the request for such proof.

The Contractor, and its consultants and contractors shall not fund, contract with, or engage the services of any consultant, contractor, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive federal funds. The names of all contractors, subcontractors, consultants, suppliers, and other parties who

will receive federal funding under this project shall be checked and approved by the City before entering into any agreement with them for the provision of goods or services on this project.

17.1 Federal Regulations applicable to CDBG. The Owner(s), Contractor, and all its consultants and contractors shall comply with the following federal laws and regulations, whenever and wherever they are applicable. These laws and regulations are incorporated in this Agreement by reference:

- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to nondiscrimination in performance of this project and to the benefits deriving from it as implemented by HUD regulation 24 CFR 570.601 (a).
- B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, relating to nondiscrimination in housing as implemented by HUD regulation 24 CFR 570.601 (a).
- C. Executive Order 11063 relating to non-discrimination in housing as amended by Executive Order 12259 and as implemented by HUD regulation 24 CFR 570.601 (b).
- D. Section 109 of the Housing and Community Development Act of 1974 as amended, dealing with non-discrimination in program benefits because of race, religion, color, age, national origin, sex or disability, including the Age Discrimination Act and Section 504, as implemented by HUD regulation 24 CFR 570.602.
- E. The construction labor standards and wage rates set forth in Section 110 of the Housing and Community Development Act of 1974 as amended and as implemented by HUD regulation 24 CFR 570.603.
- F. Executive Order 11246 dealing with nondiscrimination in employment as amended by Executive Orders 11375, 11478, 12086 and 12107 and as implemented by HUD regulation 24 CFR 570.607(a).
- G. Section 3 of the Housing and Community Development Act of 1974 as amended, dealing with employment and training of City low-income residents as employees and trainees and utilization of the City of Lakewood business as contractors, subcontractors, and suppliers as implemented by HUD regulation 24 CFR 570.607(b).
- H. Executive Order 11988 relating to evaluation of flood hazards and the flood hazard and insurance protection requirements of Section 102(a) and 202(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) as implemented by HUD regulation 24 CFR 570.605.
- I. The relocation, acquisition and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as implemented by HUD regulation 24 CFR 570.606.

J. The Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR Part 35.

K. The regulations, policies, guidelines and uniform administrative requirements of OMB Circulars A-21, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds as implemented by HUD regulation 24 CFR 570.610.

L. National Environmental Policy Act of 1969 and other statutory environmental requirements as implemented by HUD regulation 24 CFR Part 58, as directed by the City of Lakewood.

M. Executive Orders 11625, 12138 and 12432, and Public Law 95-507, dealing with the use of minority and women owned business enterprises as implemented by HUD regulation 24 CFR 85.36(e).

N. The provisions of the Hatch Act limiting political activities of government employees.

O. Executive Order 11288 relating to the prevention, control and abatement of water pollution.

P. Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations 44 CFR Parts 59 through 79 as implemented by HUD regulation 570.605.

Q. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Architectural Barriers Act of 1968, and the Uniform Federal Accessibility Standards, relating to federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people as implemented by HUD regulation 24 CFR 570.614 (a).

R. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225), relating to the provision of civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications as implemented by HUD regulation 24 CFR 570.614 (b).

S. HUD Regulations for implementing the Community Development Block Grant Program contained in 24 CFR 570.

Note: Copies of applicable laws and regulations are available upon request from the Community Development Department. A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract and consultant agreement issued by the Contractor.

18. **Records Inspection and Audit.** All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly

invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.

19. **Continuation of Performance.** In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

20. **Waiver.** Any waiver by the Consultant or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

21. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation, whether oral or written, not set forth herein.

22. **Equal Employment Opportunity.** Consultant shall not discriminate against any employee, applicant for employment, independent Consultant, or proposed independent Consultant, on the basis of race, color, religion, sex, age, disability, marital state, or national origin

23. **Modification of Agreement.** This Agreement may be modified as provided in paragraph 8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Consultant.

24. **Administration of Agreement.** This Agreement shall be administered by _____ on behalf of the Consultant, and by the City Manager of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Lakewood
Lakewood City Hall
6000 Main Street SW
Lakewood, WA 98499-5013
(253) 589-2489, FAX (253) 589-3774
Attn: Mary Dodsworth

Consultant

25. **Notices.** All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address set forth next to such party's signature at the end of this Agreement, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

26. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, and null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

27. **Venue.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Pierce County.

28. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF LAKEWOOD

CONSULTANT

Andrew Neiditz, City Manager

Dated: _____

Attest:

Alice M. Bush, CMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

Dated: _____

CITY OF LAKEWOOD E-VERIFY REQUIREMENTS FOR CONSULTANTS

By Ordinance, the City of Lakewood requires that all Consultants who enter into agreements to provide services or products to the City use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract.

E-Verify is an electronic system designed to verify the documentation of job applicants. It is run by the Department of Homeland Security.

Who is affected?

- All Consultants doing business for the City of Lakewood. There is no minimum dollar value for contracts affected.
- All subconsultants employed by the general Consultant on these contracts.

Are there exceptions?

- Contracts for "Commercial-Off-The-Shelf" items are exempted from this requirement.
- Individuals, Companies, or other organizations who do not have employees.

How long must the Consultant comply with the E-Verify system?

- For at least the term of the contract.

Are there other stipulations?

- E-Verify must be used ONLY for NEW HIRES during the term of the contract. It is NOT to be used for EXISTING EMPLOYEES.
- E-Verify must be used to verify the documentation of ANY new employee during the term of the contract, not just those directly or indirectly working on deliverables related to the City of Lakewood contract.

How will the City of Lakewood check for compliance?

- All Consultants will retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security AND
- Sign and submit to the City an Affidavit of Compliance with their signed contract.
- All General Consultants will be required to have their subConsultants sign an Affidavit of Compliance and retain that Affidavit for 4 years after end of the contract.
- The City of Lakewood has the right to audit the Consultant's compliance with the E-Verify Ordinance.

Further information on E-Verify can be found at the following website:

<http://www.uscis.gov/e-verify>

If you have questions about the City's E-Verify Ordinance, please contact the City of Lakewood's legal department prior to contracting with the City.

CITY OF LAKEWOOD

**AFFIDAVIT OF COMPLIANCE WITH LAKEWOOD MUNICIPAL CODE 1.42
"E-VERIFY"**

As the person duly authorized to enter into such commitment for

(Company or Organization Name)

I hereby certify that the Company or Organization named herein will

(check one box below)

- Be in compliance with all of the requirements of City of Lakewood Municipal Code Chapter 1.42 for the duration of the contract entered into between the City of Lakewood and the Company or Organization.

OR

- Hire no employees for the term of the contract between the City and the Company or Organization.

NAME

TITLE

DATE

CERTIFICATION OF NON-SEGREGATED FACILITIES

State of Washington

City of Lakewood

The Consultant certifies that he/she does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The Consultant certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his establishments, and the he will not permit his/her to perform their services at any location, under his control, where segregated facilities are maintained. The Consultant agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term “segregated facilities” means; any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

The Consultant agrees that (except where he/she has obtained identical certifications from proposed Consultants for specific time periods) he/she will obtain identical certifications from proposed subconsultants prior to the award of subcontracts, and that he/she will retain such certification on file.

Consultant: _____

Date: _____

By: _____
(signature)

(typed or printed name)