



**CITY OF LYNNWOOD
PROFESSIONAL SERVICES AGREEMENT
Contract Title: HISTORICAL SURVEY
Contract #:**

THIS AGREEMENT made and entered into on this 24th day of July, 2006, by and between the **CITY OF LYNNWOOD**, a Washington Municipal Corporation (the "City"), and **Historical Research Associates, Inc. (HRA)**, the **CONSULTANT** (the "Consultant").

Consultant Business: Historical Research Associates, Inc. (HRA)
Consultant Address: 119 Pine Street, Suite 301, Seattle, WA. 98101
Consultant Phone: (206) 343-0226
Consultant Fax: (206) 343-0249
Contact Name Heather Lee Miller
Consultant e-mail: hmiller@hrassoc.com

Federal Employee ID No.: 81-0373761

Authorized City Representative for Gloria Rivera
this contract:

WHEREAS, the City desires to assess and survey historical resources and establish them on the local and state listings; and

WHEREAS, public convenience and necessity require the City to obtain the services of a Consultant with historical research and assessment expertise; and

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the City desires to engage the Consultant to assess and survey historical resources and establish a listing of those resources;

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

1. **Employment of Consultant.** The City retains the Consultant to provide the services described in "Exhibit A – Scope of Work" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

The project manager(s) of the Work shall be Heather Lee Miller. The project manager(s) shall not be replaced without the prior written consent of the City.

Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 29, 2006, unless the completion date is extended in writing by the City.

2. Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed Nine thousand three hundred and thirty-eight dollars (\$9,338.00) as shown on Exhibit B, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses listed in Exhibit C or those expenses that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Term of Contract.

A. The term of this contract shall be five months through December 29, 2006.

B. At the end of the six-month period, this contract may be renewed for another six month period by executing an addendum. Such renewal shall not require approval by the City Council.

4. Request for Payment.

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Lynnwood
Attn: Accounts Payable
PO Box 5008
Lynnwood, WA 98046-5008

5. Work Product. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

6. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and 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 all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner

7. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

8. Indemnification. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

9. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The

Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lynnwood, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the

cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

10. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

11. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any 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 either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

12. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

13. City of Lynnwood Business License. Consultant shall obtain a City of Lynnwood business license before performing any Work.

14. Compliance with Federal, State and Local Laws. Consultant 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 the Work.

15. Waiver. Any waiver by the Consultant or the City of 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.

16. 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.

17. Modification of Agreement. This Agreement may be modified by a Change Order as provided in ¶1, or by a writing that is signed by authorized representatives of the City and the Consultant.

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

19. **Notices.**

A. Notices to the City of Lynnwood shall be sent to the following address:

City of Lynnwood
Attn: Gloria Rivera
PO Box 5008
Lynnwood, WA. 98046

B. Notices to the Consultant shall be sent to the following address:

Heather Lee Miller
Historical Research Associates, Inc.
119 Pine Street, Suite 301
Seattle, WA. 98101

20. **Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in Snohomish County.

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

CITY OF LYNNWOOD WASHINGTON By: _____ Don Gough, Mayor _____ Date	<i>Corporation</i> HISTORICAL RESEARCH ASSOCIATES, INC.] By: _____ Typed/Printed Name: _____ Its _____ _____ Date
ATTEST: By: _____ Pat Dugan, Administrative Services Director _____ Date	
APPROVED AS TO FORM: By: _____ Michael P. Ruark, City Attorney _____ Date	

Exhibit A – Scope of Work

1. Work to Be Performed

Historical Research Associates, Inc (HRA) will conduct the following historical services:

- Working under the direction of the City of Lynnwood’s Community Development Department and in conjunction with the City of Lynnwood’s staff and members of the Lynnwood Historical Commission (LHC), HRA will prepare State of Washington HPIs for twenty-four historic structures and sites located within the City of Lynnwood according to National Register and City of Lynnwood Register for Landmarks requirements.
- With input from the LHC and City, HRA will compile the HPIs into a visually appealing booklet/report, which includes not only the forms but also discussion of survey methodology, analysis, and recommendations, plus applicable appendices.
- An HRA member will attend three Historical Commission meetings to communicate information on the project.

2. Specific Tasks and Deliverables

Task 1. Project Management and Coordination. Project Management tasks include progress reporting (if required), client correspondence regarding progress, internal staff meetings, invoice review, and direct contact with any agency officials as necessary to facilitate completion of tasks below. Task 1 also specifically includes HRA attendance at three Historical Commission meetings to communicate information on the project, estimated at four hours for each meeting.

Task 2. Background Research. HRA staff will determine what kinds of records the City has already compiled on each of the twenty-four properties to be inventoried, and then determine what additional sources are needed to complete the inventory forms. The research for this project may include background research at the Washington State Department of Archeology and Historic Preservation (DAHP) to determine the presence of any National Register or Washington State Register properties added since completion of the original inventory; background research in the land records of each property at the Northwest Regional Branch of the Washington State Archives in Bellingham and the Snohomish County online property information database; and additional background research into the historical context and land use of properties, which could include research at the South Snohomish Historical Society, Lynnwood Library, and University of Washington and Western Washington libraries.

Task 3. Field Investigation. HRA staff will visit and prepare HPIs for each of the twenty-four properties under consideration.

Task 4. Photo Consultation. HRA will provide oversight for the Lynnwood Historical Commission member who will be photographing each property. The LHC member will provide digital color files in a format acceptable for DAHP submission for all images to HRA for inclusion in the HPIs at least one week prior to submission of the draft report.

Task 5. Draft HPIs and Booklet/Report. HRA shall prepare twenty-four HPIs and include them in a booklet/report that also discusses survey methodology, analysis, and recommendations, and includes any applicable appendices. The HPIs shall be completed to DAHP standards and each property will be evaluated according to National Register of Historic Places criteria and the criteria set out for inclusion in the Lynnwood Register for Landmarks.

Deliverables for Task 5:

- Draft HPIs for each of twenty-four historic properties including attached digital images. Electronic delivery – Adobe Acrobat.
- Draft booklet that includes the forms (or summaries of each, depending on the survey methodology), analysis, and recommendations, and includes any applicable appendices, such as historic narratives, historic images, or maps.

Task 6. Final Reports and Electronic Deliverables. Based on the consolidated comments received from LHC, HRA shall revise the forms and booklet/report.

Deliverables for Task 6: See reports below.

Project Closeout. Project closeout activities are conducted once all project work is completed and the final invoice has been delivered to the client. The project is removed from all cost collection systems (phone, copier, time entry, project accounting databases, and other cost logs), and research data and accounting records are assembled, boxed, and placed in storage. Electronic files include research material, maps, forms, contracts, correspondence, e-mail, draft and final reports, photographs, maps, GIS data, databases, and all other existing data is removed from the active network servers, backed up, and copied to permanent storage media. Pertinent data, such as accounting records, are required to be retained for certain period of time. The data is placed in storage and retention database information is recorded and monitored.

2. Reports

Report	Frequency	Contents
For Submission to DAHP		
<ul style="list-style-type: none"> • Hard copies of final HPIs 	1 set	Final HPIs for each of 24 historic properties including attached digital images
<ul style="list-style-type: none"> • CD-rom with DAHP export files for each HPI 	1	CD-rom with DAHP-required export files for each HPI

For Submission to City of Lynnwood		
<ul style="list-style-type: none"> • Hard copies of final HPIs 	1 set	Final HPIs for each of 24 historic properties including attached digital images
<ul style="list-style-type: none"> • Hard copies of the final, formatted booklet. 	3 copies	Hard copies of the final, formatted booklet that includes the HPIs, survey methodology, analysis, and recommendations, and includes any relevant appendices, such as historic narratives, historic images, or maps.
<ul style="list-style-type: none"> • CD-roms with DAHP export files for each HPI 	3	CD-roms with a PDF version of all final materials, including each HPI, the final booklet, and any relevant appendices.

Exhibit B – Compensation

ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]

The City shall pay the Consultant a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶2A of this Agreement.

Name	Responsibility	Rate	Est. Hours	Extension
Heather Miller	Project Manager/ Principal Investigator	\$68.00	68	\$4,624.00
Leigh Cutler	Research Historian	\$55.00	60	\$3,300.00
Pamela Cobb	Production Specialist	\$62.00	6	\$372.00
	Clerical I	\$38.00	2	\$76.00
	Project Setup/Closeout	\$75.00	2	\$150.00
	Computer Support	\$72.00	2	\$144.00

ALTERNATE B [LUMP SUM]

The City shall pay the Consultant a fixed sum of Nine thousand, three hundred thirty-eight Dollars (\$9,338.00).

Exhibit C – Reimbursable Expenses

Type of Expense	Maximum Per Item	Cumulative Maximum
Travel – Seattle to Olympia	\$50.00 (1)	\$50.00
Rental car operating exp/mile	\$0.10 (100)	\$10.00
Travel – Seattle to Bellingham	\$50.00 (1)	\$50.00
Rental car operating exp/mile	\$0.10 (200)	\$20.00
Travel – Seattle to Lynnwood (4x)	\$50.00 (4)	\$200.00
Rental car operating exp/mile	\$0.10 (250)	\$25.00
Shipping/Postage	\$10.00 (2 hours)	\$20.00
Report Production	\$0.15 (1200 pages)	\$180.00
Photocopy	\$0.10 (100 pages)	\$10.00
CD Rom data/CD	\$5.00 (3 CD)	\$15.00
Telephone/Fax	\$20.00 (1 hour)	\$20.00
Historical Photograph Reproduction	\$20.00	\$20.00
Miscellaneous	\$20.00	\$20.00
Administrative Fee	5%	\$32.00