

**CITY OF LAKE FOREST PARK
PURCHASED SERVICES AGREEMENT**

Agreement Title: Lakefront Property – Early Works Demolition Services

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Sledge Seattle, LLC** (the "Vendor"), is dated the last date signed below.

Vendor Business: **Sledge Seattle, LLC**

Vendor Address: 914 164th St SE, B12 #203, Mill Creek, WA 98012

Vendor Phone: 206-747-6919

Contact Name James Barger, Owner

Vendor e-mail: Jim.KBSeattle@gmail.com

Federal Employee ID No.: 82-2887104

Authorized City Representative for this contract: Cory Roche, Environmental and Sustainability Specialist

WHEREAS, the City seeks a skilled contractor to provide building deconstruction, and associated salvage, and hazardous materials abatement for six former residential structures located at the Lakefront Park Property at 17345 & 17347 Beach Drive NE; and

WHEREAS, the City publicly advertised a Request for Proposals (RFP) on July 25, 2024 and received the Vendor's proposal in response to this RFP on August 15, 2024; and

WHEREAS, City staff have evaluated the proposal and determined that the Vendor's proposal meets the minimum qualifications criteria specified in the RFP and represents the lowest-cost, responsive offer to complete the required inspections;

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

1. Employment of Vendor. The City retains the Vendor to provide the services described in Exhibit A incorporated herein, for the Lakefront Property – Early Works Demolition project (collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Vendor 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 representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Ben Pearson (Ben@SledgeSea.com). The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than 60 working days after the dated notice to proceed, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Vendor shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Vendor for the Work in Exhibit A, including all services and expenses, shall not exceed two hundred seventy-seven thousand nine hundred fifty-six dollars (\$277,956.00) as shown on Exhibit A, which shall be full compensation for the Exhibit A Work. Vendor shall invoice the City monthly on the basis of the portion of the Work completed each month by the Vendor and subcontractors.

B. Vendor shall be paid in such amounts and in such manner as described in Exhibit A.

C. Vendor shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Vendor shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Vendor shall send electronically to Cory Roche, Environmental and Sustainability Specialist, CRoche@cityofLFP.gov and ap@cityofLFP.gov, its request for payment of Exhibit A Work, 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.

4. Work Product. The Vendor 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, Vendor, at its expense, shall expeditiously correct such unacceptable work. If Vendor 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 Vendor's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Vendor ("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 Vendor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Vendor's material breach, the Vendor 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 Vendor actual notice in a timely manner.

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

7. Indemnification. The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject

to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Vendor shall ensure that each subcontractor shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Vendor pursuant to this paragraph.

8. Insurance.

A. Insurance Term

The Vendor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Vendor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Vendor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Vendor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Vendors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

The Vendor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Vendor Limits

If the Vendor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Vendor, irrespective of whether such limits maintained by the Vendor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Vendor.

F. Other Insurance Provision

The Vendor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

G. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

H. Verification of Coverage

The Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Vendor before commencement of the work. Upon request by the City, the Vendor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance

The Vendor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Vendor-provided insurance as set forth herein, except the Vendor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Vendor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation

The Vendor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

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

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

10. Employment. The Vendor warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Vendor, 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.

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

12. City of Lake Forest Park Business License. Vendor shall obtain a City of Lake Forest Park business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Vendor 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.

14. Waiver. Any waiver by the Vendor 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.

15. Complete Agreement. This Agreement; Exhibit A; and the attached and incorporated Exhibit B, which includes terms for wage rates, general conditions, general requirements, existing conditions, earthwork, and exterior improvements, comprise 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.

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

17. 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.

18. Notices.

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park
Attn: Cory Roche, Environmental and Sustainability Specialist
Community Development Department
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Sledge Seattle, LLC
914 164th St SE, B12 #203
Mill Creek, WA 98012

19. 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 King County.

20. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

<p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By: _____ Tom French, Mayor</p> <p>_____</p> <p>Date</p>	<p>VENDOR:</p> <hr/> <p>Sledge Seattle, LLC</p> <p>By: _____</p> <p>_____</p> <p>(Typed/Printed Name)</p> <p>Its _____</p> <p>(Title)</p> <p>Date: _____</p>
<p>ATTEST:</p> <p>_____</p> <p>Matthew McLean, City Clerk</p> <p>Date: _____</p>	
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Kim Adams Pratt, City Attorney</p> <p>Date: _____</p>	

