#### MEMORANDUM

TO: City Council

FROM: John Marchione, Mayor

DATE: December 7, 2010

SUBJECT: APPROVAL OF CONSULTANT AGREEMENT FOR SELECTION OF AN

ENTERPRISE ASSET MAINTENANCE AND MANAGEMENT SYSTEM, PHASE I - USER REQUIREMENTS AND PHASE II - SELECTION OF A

**SYSTEM** 

#### I. RECOMMENDED ACTION:

Approval of contract to SoftResources, LLC in the amount of \$49,925 to identify user requirements and to assist the City with selection of a new enterprise asset maintenance and management system.

#### II. DEPARTMENT CONTACT:

Bill Campbell, Public Works Director	425-556-2733
Mike Bailey, Finance and IS Director	425-556-2160
Linda Hermanson, Information Services Manager	425-556-2170
Roman Ris, Senior Systems Analyst	425-556-2157

#### III. DESCRIPTION:

The procurement and implementation of an asset maintenance and management software system was listed in the 2009 City of Redmond IT Strategic Plan as one of the recommended strategic technology projects. The funding for the project was approved by the Council in the 2009/2010 budget biennium. The new system will replace existing computerized maintenance management system which is near end-of-life.

The project will consist of three phases;

- Phase One identifies user requirements.
- ◆ Phase Two selects system, including a RFP for system selection and software demonstrations.

• Phase Three – implements software. This phase of the project may have several sub-phases depending on an implementation approach.

A Request for Proposal (RFP) for phases one and two was open to the public in August 2010. The City received seven responses to the RFP. Out of the seven responses, two were eliminated and out of the five remaining, top three consultants were identified. Interviews were conducted with the top three consultants and SoftResources, LLC was unanimously selected by all members of the RFP Review Committee based on qualifications, experience and project approach.

On October 21, 2010, the Public Administration and Finance Committee was briefed on the progress of the project and was informed about the upcoming contract.

#### IV. IMPACT:

Fiscal:

The total fixed fees for the professional services of \$49,925.

#### V. ALTERNATIVES TO STAFF RECOMMENDATION:

Not approve the consultant agreement and collect user requirements and select a system by in-house staff, instead. This alternative would more likely extend the timeline of the project due to the time necessary to gather user requirements and to conduct research of asset maintenance and management software available on the market.

#### VI. LIST OF ATTACHMENTS:

11/19/2010
Date
11/19/2010
Date
11/21/2010

John Marchione, Mayor

Date

THIS AGREEMENT is entered into on \_\_\_\_\_\_\_\_\_, 20\_\_\_ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

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

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

- 1. Retention of Consultant Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.
- 2. <u>Completion of Work.</u> The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.
- 3. <u>Payment</u>. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. <u>Changes in Work.</u> The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

#### 5. Extra Work.

- A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.
- B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.
- C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.
- D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

- 6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.
- 7. <u>Independent Contractor</u>. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.
- 8. <u>Indemnity</u>. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:
- A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and
- B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.
- 9. <u>Insurance</u>. The CONSULTANT shall provide the following minimum insurance coverages:
- A. Worker's compensation and employer's liability insurance as required by the State of Washington;

- B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.
- C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of one million dollars (\$1,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

- 10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.
- 11. <u>Notices</u>. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

- 12. <u>Project Administrator</u>. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.
- 13. <u>Disputes.</u> Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.
- 14. <u>Termination</u>. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.
- 15. <u>Non-Discrimination</u>. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.
- 16. <u>Compliance and Governing Law</u>. The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 17. <u>Subcontracting or Assignment</u>. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the

outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

- 18. <u>Non-Waiver</u>. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.
- 19. <u>Litigation</u>. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.
- 20. <u>Taxes</u>. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.
- 21. <u>City Business License</u>. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.
- 22. <u>Entire Agreement</u>. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:	CITY OF REDMOND:
By:	John Marchione, Mayor
Title:	DATED:
	ATTEST/AUTHENTICATED:
	City Clerk, City of Redmond
	APPROVED AS TO FORM:

#### EXHIBIT A – SCOPE OF WORK

Asset Maintenance and Management System – Phase I User Requirements, Phase II System Selection

#### 1. Purpose:

The purpose of this Request for Proposal (RFP) is to select a qualified consultant who will gather user requirements, create a Scope of Work (SOW) and assist the City of Redmond with selection of an enterprise asset maintenance and management system. At the end of this project, a supplier for the asset maintenance and management system based on the City's user requirements will have been identified.

#### 2. Scope of Work:

The City of Redmond is soliciting proposals from qualified consultants who do not sell or are not associated with specific asset maintenance and management system solution to gather user requirements for selection of a new asset maintenance and management system for the Public Works, Parks and Fire departments. The entire project is expected to be completed in three phases however only phases one and two are part of this request for proposal. Phase One of this project will focus on gathering user requirements, Phase Two will create a SOW and assist in the selection an enterprise asset maintenance and management system while Phase Three, outside of this request for proposal, will implement the new asset maintenance and management system.

#### 3. Requirements:

- The consultant has experience with gathering user requirements, writing a scope of work and selection of an asset maintenance and management system.
- Requirements gathering will take place onsite, at various City of Redmond offices, with stakeholders from Public Works, Parks, Fire, and Finance departments.
- The consultant will facilitate all meetings with the identified City of Redmond stakeholders.
- The consultant will assist the City reviewing the RFP's from software suppliers.
- The consultant will coordinate software demonstrations with top suppliers identified by the RFP review committee as needed.
- All software demonstrations will be conducted onsite, at the City of Redmond offices.

#### 4. Background:

Located 16 miles east of Seattle, the City of Redmond is the nineteenth largest city in the State of Washington. With a residential population of over 53,000, the city's daytime population reaches over 90,000. Redmond is a home to many high tech and biotech companies, including Microsoft, Nintendo and Spacelabs Medical.

Composed of seven departments, the City of Redmond employs over 600 full time employees, more than half report to the Public Works, Fire and Parks departments.

 The Public Works Department is responsible for the transportation, water, sewer, and stormwater infrastructure systems. The department also manages environmental services including enhancements to waterways, drinking water, recycling, and garbage (solid waste) programs. The department operates and maintains infrastructure

#### EXHIBIT A – SCOPE OF WORK

Asset Maintenance and Management System – Phase I User Requirements, Phase II System Selection

assets that include over 670 miles of pipes, 14,000 water hydrants and valves, 6500 manholes, 10,000 catch basins, 27 pump stations and 5 water wells.

- The Parks and Recreation Department is responsible for the development and maintenance of city parks and greenbelts, the rental and scheduling of park and community facilities, and provision of recreation and arts programs and activities. The department maintains an extensive park and trail system throughout the city and portions of King County. There are 25 developed parks consisting of over 1000 acres and 17 miles of developed trails. In addition, the city has 8 undeveloped parks consisting of almost 300 acres and nine miles of undeveloped trails.
- The Fire Department provides fire suppression, rescue, emergency medical care, and hazardous materials response. The department is also responsible for the City's disaster preparedness program. It administers fire safety inspections and education programs aimed at reducing fire and medical emergencies. The City's Fire Department operates from five fire stations providing fire and medical emergencies to a 45-square-mile area, including the city of Redmond and Fire District 34.

#### 5. Problem Statement:

The existing computerized maintenance management system is near end-of-life. Additionally, the current system is missing the following functionalities;

- The present system lacks integration with other City's enterprise systems such as the GIS, permitting and financial systems.
- Information from the current system is inaccessible to the maintenance personnel while in the field.
- The existing system is based on a maintenance activity type rather than on an asset. Furthermore, the system is not capable of tracking all of the information necessary for an effective preventive maintenance of the physical systems and facilities.

Currently, only the Public Works Department is using computerized maintenance management system to manage their daily maintenance operations. The system is being used by the Street Maintenance, Traffic Operations, Facility Maintenance, Water Operations, Stormwater Operations, Wastewater Operations, and Warehouse Operations groups. The data sharing between the different groups of Public Works Department is difficult due to various implementations of the system.

#### 6. Deliverables:

#### Phase I

Developing User Requirements

• A detailed report listing user requirements for the new enterprise asset maintenance and management system. The requirements should be grouped into three categories; required, important and optional.

#### EXHIBIT A – SCOPE OF WORK

Asset Maintenance and Management System – Phase I User Requirements, Phase II System Selection

#### Phase II

#### Request for Proposal

- A list of asset maintenance and management software suppliers.
- A SOW for the selection of a new asset maintenance and management system.
- Scenario scripts used for software demonstrations during the system selection process.
- A software evaluation scoresheet used for selection of the asset maintenance and management system.

#### Implementation Recommendation

- Software demonstrations.
- A summary of stakeholder's demonstrations ratings.
- Evaluation of the RFP.
- A recommendation for the preferred asset maintenance and management software supplier.
- A recommendation for the asset maintenance and management software implementation approach.

End Scope of Work

### **EXHIBIT B - WORK SCHEDULE**

# **Attachment C - City of Redmond EAM/CMMS Project High-Level Timeline**

Revised November 11, 2010 from September 8, 2010

ACTIVITY	Duration	J	anuar	y 201	1	Fe	ebrua	ry 20:	11	Marcl	h <b>201</b> 1	L	April	2011			М	ay 20:	11	
1.1 Interview Preparation	1-2 Weeks																			
1.2 Interview Schedule	1-2 Weeks	Z	7																	
1.3 On Site Requirements Interviews	1 Day		_																	
1.4 Establish User Requirements	2-3 Weeks					Z	7													
2.1 Prepare SOW	2-3 Weeks								7											
2.2 RFP for EAM/CMMS	2-3 Weeks								7											
2.3 RFP Issuance and Management	4 Weeks										Z	7								
2.4 Review RFP Responses and Vendor Evaluation	4 Weeks																			
2.5 Short List Recommendation	1 Week														Z	7				
2.6 Short List Presentation	1 Week														Z	7				
2.7 Demo Script and RFD Letter	2-3 Weeks														Z	7				
2.8 Software Demo Schedule	2-3 Weeks																			
2.9 Software Demo Facilitation	1 Week																			7
2.10 Due Diligence and Final Decision	4-5 Weeks																			Z

Deliverable
Timeline

Please note that this Timeline is an estimate and may be adjusted based on the City of Redmond's project needs.

## EXHIBIT C – PAYMENT SCHEDULE

Asset Maintenance and Management System – Phase I User Requirements, Phase II System Selection

	KEY MILESTONES	TASKS	TOTAL PAYMENT PER KEY MILESTONE
PHAS	E I		
1.	Establish the Functional Requirements necessary to select new EAM/CMMS software	Interview Preparation	\$9,575
		Interview Schedule	
		On Site Requirements Interviews - 1 day Establish User	
		Requirements	
PHAS	TE II		
	RFP for EAM/CMMS Software Issued	Prepare SOW	\$6,200
		RFP for EAM/CMMS Software	
		RFP Issuance and Management	
3.	Short List Recommendation	Review RFP Responses and Vendor Evaluation	\$16,900
		Short List Recommendation	
		Short List Presentation	
4.	Software Demonstrations	Demo Script and Request for Demo Letter	\$5,050
		Software Demo Schedule	
	Demo Facilitation	Software Demo Facilitation (3 1-day demos)	\$5,250
6.	Final Decision and Due Diligence	Final Decision	\$6,950
	FIXED TOTAL \$		\$49,925

#### **EXHIBIT D**

# Substitute Paragraph #6 For Non-Public Works Consulting Services Agreements

	6.	Ownership of Work Product. In performance of the CONSULTANT's obligations
under	this Ag	greement, the CITY or the CONSULTANT may receive access to intellectual property
(inclu	ding, bu	at not limited to, knowhow and software) ("Intellectual Property") owned, controlled,
or lice	ensed by	y the other party or a third party ("Owner"). With respect to said Intellectual Property,
the C	ITY and	the CONSULTANT agree as follows:

- A. Intellectual Property (including derivative works thereof, regardless of authorship) owned, controlled, or licensed by an Owner before commencement of the Scope of Work shall remain the property of the Owner;
- B. Subject to subparagraphs A and D hereof, any Intellectual Property (other than derivative works of the CITY's Intellectual Property) developed in connection with this Agreement shall be owned by the CONSULTANT;
- C. Upon payment of all amounts due under this Agreement, the CONSULTANT shall be deemed to have granted the CITY a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Agreement), irrevocable, fully paid, royalty-free license as to the deliverables identified in the Scope of Work in source and object code form, including all intellectual property and other proprietary rights incorporated therein or embodied thereby. The CITY shall have the right to make, use, reproduce, disclose, modify, adapt, create derivative works based thereon, translate, distribute directly and indirectly, transmit, display, and perform publicly such work for its own internal, non-commercial uses;
- D. Except as provided herein, neither party hereto may use, copy, publish, or disclose an Owner's Intellectual Property to others or authorize others to copy, publish, or disclose such Intellectual Property without the Owner's prior written approval; and
- E. Nothing contained in this Paragraph shall affect or modify the CITY's obligation to disclose public records under Chapter 42.17 RCW or other applicable law. Provided, however, that the CONSULTANT may mark any documents furnished to the CITY under the following:

NOTICE: The information herein has been prepared for the use of the City of Redmond, Washington and no others, and is disclosed solely as required under Chapter 42.17 RCW or other applicable law. The information contains data that is copyright by © \_\_\_\_\_\_\_, all rights reserved, and as such shall not be used by or disclosed outside the original recipient of this disclosure. Recipient may not use the information to provide services to any other person or entity for a fee or other consideration.

## **Exhibit E**

### City of Redmond Revised Paragraph #8 - Indemnity

Paragraph 8A shall be modified to reflect the following language:

#### 8. <u>Idemnity</u>.

A. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence if the CITY, its officers, agent or employee; and with regard to Professional Liability only, CONSULTANT liability is limited to the total amount of the contract.