



## REQUEST FOR PROPOSALS

### Environmental Review Support Services

City of Sammamish Department of Community Development  
Sammamish, Washington

The City of Sammamish Department of Community Development is soliciting interest from firms to provide environmental review support services. Firms should have expertise in determining the presence/absence of Critical Areas and evaluating development proposals in areas where Critical Areas or other sensitive features exist. This agreement will be for a two-year duration. Consultants will be considered for the following project.

#### SCOPE OF SERVICES

Upon request of the City, the selected consultant shall provide environmental review support services that may include:

1. Site assessments to determine the presence/absence of Critical Areas and confirm the location of Critical Areas as defined by [SMC 21.04.040\(71\)](#).
2. Evaluation of development proposals in areas where Critical Areas or other sensitive features exist.
3. Office review, field assessment, and verification of environmental documentation submitted in support of development proposals for compliance with critical areas and other development regulations, including, but not limited to, critical areas reports, wetland delineation reports, stream assessments, ordinary high water delineation reports, habitat assessment reports, FEMA BIOP habitat compliance reports, shoreline no net loss reports, geotechnical reports, wetland hydro period reports, mitigation plans, and SEPA checklists.
4. Providing a timely, accurate, and detailed response to unexpected and regularly scheduled service requests.
5. Field inspections of work associated with Critical Areas restricted sites.
6. Working collaboratively in a regulatory environment with other agencies, interest groups, and permit applicants.
7. Attending project meetings, public hearings, and public meetings as requested by City staff.
8. Providing staff and community training and workshops.
9. Geotechnical and other review and analysis as requested by City staff.
10. Produce memorandums that provide analysis and narrative on how the technical reports document compliance with applicable regulations.

#### BUDGET

The City will be selecting two firms for this service. Each contract's duration will be two years (January 1, 2022, to December 31, 2023) and will not exceed \$87,500 per year, or \$175,000 in total value\*.

\*Please note that this amount is pending City Council approval of the 2023/24 biennial budget.

## PROJECT TIMELINE

Posting RFP	September 7, 2022
RFP Proposal Due	September 28, 2022, at noon (12 p.m.)
Proposals Selected for Interviews	October 7, 2022
Interviews	October 10-12, 2022
Consultant Firm Selected	October 17, 2022
City Council Review/Approval	December 6, 2022
Project Start Date	January 1, 2023

## MINIMUM QUALIFICATIONS

Minimum qualifications are required for a Consultant to be eligible to submit an RFQ response. Responses must clearly show compliance with these minimum qualifications. The City shall reject those not responsive to these minimum qualifications without further consideration. This project will require a consulting firm with the following minimum qualifications and areas of expertise:

- The Consultant must have expertise and experience of at least five years of providing development permitting environmental review services and policy analysis.
- Society of Wetland Scientists (SWS) Professional Wetland Scientist Certification (PWS).
- Geotechnical Engineering credential with Washington State Professional Civil Engineering License and Washington State Professional Geologist License.
- Credentials meeting [SDC 21.04.040\(B\)\(279\)](#).
- The Consultant must be an International Society of Arboriculture Certified Arborist (ISA), with TRACE or TRAQ certification and have an ASCA Registered Consulting Arborist (RCA) certification.
- The Consultant Project Manager must have demonstrated experience working with a public agency of similar size to the City of Sammamish within the last five years providing satisfactory services similar to those expected by the City for this contract.
- The Consultant must have the ability to ensure continuity of service during COVID-19 or other similar work disruptions

## SUBMITTAL FORMAT

Information provided will play a significant role in the City's selection of the consultant considered best qualified to execute the project.

To be considered for selection, submit the below information, clearly labeled and in the following order:

1. Letter of Introduction
  - Please tell us about your firm's culture and approach and what sets you apart from other firms in your industry.
  - Provide a high-level overview of your approach to delivering environmental review services.
2. Experience and Qualifications

- Identify team members by area (discipline) of expertise and include contact information (name, phone number, and email address).

3. Qualifications

- Identify team members by area (discipline) of expertise and include contact information (name, phone number, and email address).
- Describe how your staff meets the minimum and preferred (as applicable) qualifications of this RFP.
- Describe any additional qualifications your team members have relevant to the proposed scope of work and how those qualifications enhance the scope of services.

4. Experience

- Describe team members' experiences related to the scope of services.
- Highlight past performance in completing similar scopes of services for other public agencies.
- Detail the proposed team's history of working together successfully.

5. Service Delivery

- Describe how the proposed team will work together and will City of Sammamish staff to deliver the scope of services detailed above.
- Describe what mechanisms you use to catch errors and ensure high-quality outputs.
- Describe how your team responds to changing conditions and quick turnarounds.
- Provide required lead times for tasks and anticipated response and turnaround times.
- Describe the capacity and availability of the firm and the staff identified to provide the scope of services and how you will ensure continued capacity and availability over the two-year contract period.

6. References

Provide the below information for three (3) projects that the proposed team members either completed or are working on that are similar in scope to this RFP.

- Name of Jurisdiction/Company
- Brief description of the work completed
- Year(s) completed
- Reference (name, title, phone number, and email address)

7. Rate and Service Structure

Provide the hourly rate for all staff members on the consultant team.

- If additional charges are assessed for mileage, indicate charge per mile.
- Detail any minimum hourly requirements. Otherwise, the hourly rate should be all-inclusive.

## **SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

Please submit one pdf of no more than ten (10) pages, including cover pages. All materials must be received no later than **September 28, 2022, at noon**.

Proposals must be submitted electronically at <https://form.jotform.com/sammamish/dcdrfpsubmittal>.

All costs for developing submittals in response to this RFP are the consultant's obligation and are not chargeable to the City. All submitted documentation will become the property of the City.

Submittals may be withdrawn at any time prior to the published close date, provided notification is received via email to the project contact listed on this RFP. Submittals cannot be withdrawn after the published close date.

The City reserves the right to reject any or all submittals and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City, and the respondents to this formal request have no appeal rights or procedures guaranteed to them.

## EVALUATION CRITERIA

Submittals will be evaluated and ranked according to the below criteria:

### **Professional qualifications of team members**

- Proposed team members meeting the minimum qualification criteria.
- Proposed team members meeting the preferred qualifications (if applicable).
- Additional qualifications of team members that benefit the scope of services.

### **Experience of team members**

- Experience with similar work as detailed in the scope of services.
- Proposed team's history of working together.
- Previous experience supporting government agencies.

### **Understanding of and approach to the scope of services**

- Understanding of the scope of services.
- Demonstrated ability to successfully provide the scope of services.
- Firm/team member capacity, availability, procedures, and tools to respond to changing conditions or quick turnarounds when they arise.

### **Quality of Proposal**

- The proposal follows the required layout, is free of typos and grammatical errors, and meets the page limitations of the RFP.
- The proposal is easy to read and understand.

The City reserves the right to ask for additional or clarifying information from one or more candidate firms. The City will use the attached standard contract (see Attachment A). **By submitting an RFP response, proposing firms indicate they have read and agree with the contract terms.** If you have any questions about the contract terms, please submit them through the Question/Inquiry process detailed below.

The City of Sammamish, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will

affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

### **QUESTIONS/INQUIRIES**

Questions concerning this RFP must be submitted in writing by September 12, 2022, using the following form: <https://form.jotform.com/sammamish/DCDrfpquestions>

Answers will be posted on the City's website under the associated RFP item under [Current News Releases](#) by September 16, 2022. Any oral communications will be considered unofficial and non-binding.

### **PROJECT CONTACT**

Evan Fischer | Sr. Management Analyst  
efischer@sammamish.us

### **ATTACHMENTS**

A –Consultant Support Services Contract



**Attachment A  
Consultant Support Services Contract**

CONTRACT NUMBER

801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.sammamish.us

<b>AGREEMENT FOR SERVICES</b>	
Yes	No
Insurance Required	If Yes – See Paragraph 5

**This Agreement** is made and entered, by and between the City of Sammamish, Washington, a Washington municipal corporation, hereinafter referred to as the "City," and

Consultant Name: \_\_\_\_\_ hereinafter referred to as the "Consultant."

Project Description: \_\_\_\_\_

Commencing: \_\_\_\_\_

Terminating: \_\_\_\_\_

WHEREAS, the City desires to have certain services performed for its citizens; and  
 WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;  
 NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. Consultant shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.
2. **Contract Documents.** The Agreement consists of the following documents, which are all incorporated by reference:
  - a) This Agreement and all exhibits attached thereto;
  - b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals
  - c) The submitted project quote, bid or proposal
  - d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable
  - e) W-9 Request for Taxpayer Identification #
  - f) Scope of Work

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

3. **Payment.** The City shall pay the Consultant for the Work rendered according to the following procedures and subject to the following requirements.

<b><u>The City shall pay the Consultant:</u></b>	Fill in applicable method of payment
According to the rates set forth in "Exhibit A"	
A sum not to exceed: (incl W.S.S.T., if applicable)	\$
Other (ex. Hourly):	\$

3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, [ap@sammamish.us](mailto:ap@sammamish.us) for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

#### **4. Termination**

4.1 This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

4.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination

4.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

4.4 The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or, in the event, that outstanding invoices are not paid within sixty days.

4.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

#### **5. Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

#### **A. Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

## **B. No Limitation**

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

## **C. Minimum Scope of Insurance**

The Consultant shall obtain insurance of the types and coverage described 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, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

## **D. Minimum Amounts of Insurance**

The Consultant 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.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

## **E. Other Insurance Provision**

The Consultant'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 Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

## **F. Acceptability of Insurers**

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

## **G. Verification of Coverage**

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

## **H. Notice of Cancellation**

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

## **I. Failure to Maintain Insurance**



Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

#### **J. Public Entity Full Availability of Consultant Limits**

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

**6. Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, sub consultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

#### **7. Non-Discrimination**

Discrimination prohibited by applicable laws: Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, and the Washington State Law Against Discrimination, RCW 49.60. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.

#### During performance of the Work:

Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of any protected class described in RCW 49.60 including but not limited to age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, nor commit any other unfair practices as defined in RCW 49.60.

Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to any of the protected classes listed in RCW 49.60.

Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.

Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.

Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

**8. Non-Endorsement:** As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

- 9. Non-Collusion:** By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.
- 10. Business License.** The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>.”
- 11. Waiver.** Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.
- 12. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
- 13. Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.
- 14. Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination unless such disclosure is required by law or court order.
- 15. Non-appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.
- 16. Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
- 17. Record Keeping and Reporting.**
- 17.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data (if applicable) will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)
- 17.2 The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.
- 17.3 On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

- 17.4 Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.
- 17.5 The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- 17.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**18. Ownership of Documents**

On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

**19. Applicable Law; Venue; Attorneys' Fees.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

**20. Severability.**

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

**23. Performance During Covid-19.**

Contractor shall comply with the United States Department of Labor Occupational Safety and Health Administration's (OSHA) requirements regarding COVID19 prevention, protection, and containment; these requirements can be found at the following link to OSHA's website: <https://www.osha.gov/Publications/OSHA-FS-3747.pdf>.



**24. Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone number: (425) 295-0500

Project Manager:

Email:

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

Company Name:

Contact Name:

Street Address:

Phone Number:

Email:

---

---

---

---

---

---

By signing below, you agree to all the terms and conditions herein.

**CITY OF SAMMAMISH, WASHINGTON:**

By:	Date:
Print Name:	Title:

**CONSULTANT: Company Name:** \_\_\_\_\_

By:	Date:
Print Name:	Title:

Approved as to Form  
Lisa M. Marshall  
City Attorney  
August 13, 2020



## EXHIBIT A Scope of Work

### “On-Call Support Services”

The work under this Agreement shall consist of performing services and providing support related to the Scope below, herein defined and necessary to accomplish individual tasks (Task Orders) issued by the City of Sammamish. The Consultant shall furnish all services and labor necessary to accomplish the task(s), and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the Agreement, necessary to prepare and deliver to the City the documents and other deliverable item(s) requested by the City.

The City is not obligated to assign any specific number of tasks to the Consultant and the City’s and Consultant’s obligations hereunder are limited to the tasks assigned in writing. The City may require the Consultant to perform all work on a project, or act as part of a team by performing only a portion of the project work. Task assignments may include, but are not limited to the following types of work:

### **(SCOPE PROVIDED BY CONSULTANT)**

It is anticipated that the task assignments will vary in scope, complexity and location. Specific scopes of work will be developed as individual task assignments as requested. These scopes of work will define specific deliverables and budgets expected for each task assignment.

### AUTHORIZATION OF WORK:

Work requested by the City shall be issued in writing. The request by the City should include the following information, which may be furnished in coordination with the Consultant:

1. Task Order title (Project Name)
2. Technical approach to the task, if needed
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/Hour estimate
6. Due date of work

All of the above items may be brief but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

The City will review and approve the Consultant’s submittal for any work requested, or at the City’s option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If after work has begun, the Consultant cannot meet the agreed schedule or cost, the Consultant shall immediately notify the City. Authorization of additional time or cost for approved work will be at the sole option of the City and will be made in writing. New budgets for any new requests or extensions of

previous work will be approved in writing by the City prior to beginning new work.

Work may begin when the Notice to Proceed is sent to the Consultant by the City, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.



**Request for Consultant Payment**

**Invoice Number:** \_\_\_\_\_ **Date of Invoice:** \_\_\_\_\_

**Consultant:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Contract Period:** \_\_\_\_\_ **to** \_\_\_\_\_ **Reporting Period:** \_\_\_\_\_ **to** \_\_\_\_\_

**Specific Program or Project:** \_\_\_\_\_

**BARS/Budget No.** \_\_\_\_\_ **Contract #:** \_\_\_\_\_

**FINANCE WILL ATTACH A COPY OF THIS FORM TO PAYMENT**

Total Contract Amount: \$ \_\_\_\_\_ -

Previous Payments: \$ \_\_\_\_\_ -

Invoice Amount - Charge for Services  
(Less Reimbursable Expenses and Sales Tax) \$ \_\_\_\_\_ -

Sales Tax (If Applicable) 10.0% \$ \_\_\_\_\_ -

Subtotal Invoice  
(Less Reimbursable Expenses) \$ \_\_\_\_\_ -

Reimbursable Expenses: \$ \_\_\_\_\_ -

**TOTAL PAYMENT TO CONSULTANT:** \$ \_\_\_\_\_ -

Remaining Balance on Contract  
(Does not include Reimbursable Expenses) \$ \_\_\_\_\_ -

Total Reimbursable Expenses to Date:  
(Current Payment plus Previous Payments) \$ \_\_\_\_\_ -

**ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED**

**Requesting Department:** \_\_\_\_\_

**Project Manager/Staff Contact:** \_\_\_\_\_

**Approved for Payment By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(Department Director)*

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*