



REQUEST FOR PROPOSALS (RFP)

Arts Strategic Plan

City of Sammamish Department of Parks, Recreation, & Facilities

Sammamish, Washington

INVITATION

The City of Sammamish is soliciting proposal submittals from firms interested in providing professional art and cultural planning services for the City's first Arts Strategic Plan. The anticipated scope of work includes the development of goals and objectives; development of policies and procedures; public engagement; development of financial strategies; and creation of a public art plan for installments and programs in Sammamish. Firms should have collective experience that includes public art policy development, arts and culture strategic planning, and community engagement.

Please submit one pdf of no more than 15 pages.

All materials must be received no later than **Wednesday, February 21, 2024, at 5:00 pm.**

Proposals must be submitted electronically at: <https://form.jotform.com/jwalzer/sammamish-arts-strategic-plan-rfp>

QUESTIONS/INQUIRIES

Questions concerning this RFP must be submitted by Friday, February 9, 2024, at 12:00 pm using the following form:

<https://form.jotform.com/jwalzer/arts-strategic-plan-questions>

Answers will be posted on the City's website under the associated RFP item under Current News Releases by Friday, February 16, 2024. Any oral communications will be considered unofficial and non-binding on the City.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION

This material can be made available in an alternate format by calling 425-295-0500.

PROJECT CONTACT

Janie Walzer, MPA
Management Analyst
425-295-0640

jwalzer@sammamish.us

COMMUNITY OVERVIEW

The City of Sammamish is located between Redmond and Issaquah, adjacent to the eastern shores of Lake Sammamish. Incorporated in August 1999, it is home to more than 67,000 people with a land area of approximately 24 square miles. A blend of small-town atmosphere with a suburban character, the City also enjoys a unique core of urban lifestyles and conveniences. It is characterized by quality neighborhoods, vibrant natural features, and outstanding recreational opportunities.

PROJECT BACKGROUND

The City of Sammamish Parks, Recreation, & Facilities Department oversees the volunteer led Arts Commission. The City is 24-years old, and the Sammamish Arts Commission (SAC) formally became an advisory board in 2003; the Commission and City are very young compared to surrounding cities in the area. The Arts Commission aspires to develop goals and objectives, policies and procedures, financial strategies, public art plan and programs as a City through an Arts Strategic Plan. The Commission's mission statement is "Integrating art and culture to create a sense of place, civic identity, and unique character." To learn more about the SAC visit their webpage:

www.sammamish.us/government/commissions/arts/.

ANTICIPATED SCOPE OF WORK

The description of the tasks is not intended to fully encompass the plan tasks, but instead includes the minimum requirements to provide the Consultant with a framework for a comprehensive system wide assessment of strategic art planning needs for the City. Consultants are encouraged to recommend additions and/or alternatives to better accomplish the plan's stated objectives.

TASK 1: Existing Conditions Assessment

The selected Consultant will conduct a review of existing assets, public art, and art activities in Sammamish, including an assessment of their impact and relevance to the Arts Commission's mission and goals. This step will provide a strong foundation for the development of a successful plan that reflects the unique character and identity of Sammamish.

Elements should include:

- a. Inventory of existing public art and art programming;
- b. External conditions analysis to evaluate presence of local cultural and arts organizations;
- c. Review existing SAC structure, staff support level, and arts programs; and
- d. Review existing City plans to coordinate values and goals with current efforts.

TASK 2: Visioning and Engagement

In this task, the selected consultant will conduct the first phase of the plan development, including the refinement of public art goals, engagement with staff and commissioners, and frameworks for art and signage.

Elements should include:

- a. Community survey (non-statistically valid);
- b. Establish service gap (current level of service vs demand) for public art and art programming;
- c. Creation of goals and objectives based on community feedback and service gap;
- d. Creation of a framework and procedures for art installations and art programming; and
- e. Creation of signage guidelines and methods to increase community awareness of art installations and projects.

TASK 3: Plan Development

The selected Consultant will develop the plan in this phase by identifying clear recommendations, strategies, and defining an implementation timeline and budget. This process will require close coordination with staff and commissioners to develop strategies within existing regulatory frameworks.

Elements should include:

- a. Clear roles and expectations for Commissioners;
- b. Recommendations for art events and programming (i.e., classes, pop-up events);
- c. Identify and evaluate potential permanent and temporary art installation locations;
- d. Detailed grant and funding strategy;
- e. Budget recommendations for the City to consider the ongoing development of arts and culture; and
- f. Recommendations for staffing level required to adequately support the Arts Commission.

SCHEDULE

Anticipated Timeline (subject to change)

- RFP release: January 19, 2024
- RFP questions due: February 9, 2024
- RFP answers posted: February 16, 2024
- **Proposal packages due: February 21, 2024, at 5:00pm**
- Notify short listed firms: March 15, 2024
- Interview short listed firms*: March 20-22, 2024
- Contract award by City Council: May 2024
- Anticipated project start: Early Summer 2024
- Anticipated Council adoption: Spring 2025

*The City of Sammamish reserves the right to select a consultant from submitted proposals alone.

BUDGET

Scope and fee shall be negotiated upon selection of a qualified consultant.

STATEMENT OF QUALIFICATION REQUIREMENTS

Information provided will play a significant role in the City's selection of the consultant team considered best qualified to execute the project. Upon selection, the City and successful consultant will work together to refine the scope of work.

Please provide the following in your statement of qualifications:

- **Cover Letter/Statement of Interest:** Describe your interest in updating the Arts Strategic Plan and commitment to providing the services described in the scope of work.
- **Project Team:** Identify the proposed project manager and key personnel of the project team; include the relevant experience, qualifications, and project roles for each member. For each member, describe their relevant experience. The team may consist of multiple firms with focused areas of expertise.
- **Project Approach:** Describe your approach to preparing the Arts Strategic Plan, including public participation methodology and techniques, which are critical to the success of this project, and a timeline that identifies major proposed tasks and products that result in plan adoption by end of Summer 2024.

- **Relevant Sample Work:** Please provide the following information for no more than (5) five relevant projects with similar scope and size that have been completed or in progress by the proposed project manager. At least (3) three of the projects listed must be for public agencies.
 1. Name of project, location, and status
 2. Project website, if applicable
 3. Description of professional services provided by consultant team
 4. Project challenges and results
 5. Project initial budget, final budget, and end date (if applicable)
 6. Reference (name, title, address, phone number, and email)
- **References:** Three (minimum) client references for similar planning projects for other municipalities (within the last 5 years) led by the proposed Project Manager. Please include the full name of the municipality, project manager, phone number, and e-mail.
- **Disclosure of Conflict of Interest:** Disclose any potential conflict of interest due to any other clients, contracts, or property interests regarding private development of any property within the City.

CONSULTANT SELECTION AND AWARD

The City intends to enter into an agreement with the Consultant who provides a proposal that, in the opinion of the City, best meets all the below listed evaluation criteria (receives the highest score) as determined by the City's selection committee. If the City decides to, chosen firms will be scheduled for an interview January 30 – 31. Upon selection of a Consultant, the City intends to enter into an agreement using its standard Agreement for Services (see Attachment A), which shall be used to secure these services. By providing a submittal in response to this RFP, proposing firms indicate they have read and agree with the contract terms.

Evaluation Criteria	Weight
Demonstrated ability to effectively coordinate and manage multiple aspects of a plan to meet project schedule and budget	15
Qualifications of key personnel and project team	25
Demonstrated experience conducting successful community and stakeholder engagement and gathering input	25
Project approach	25
Technical capability (graphics, documentation production)	5
Overall quality content and responsiveness to RFP requirements	5
Total	100

EQUAL OPPORTUNITY STATEMENT

The City of Sammamish is an Equal Opportunity Employer and encourages women, minorities, and City of Sammamish businesses that are qualified to perform the work to submit a proposal to offer their services for this project.

TERMS AND CONDITIONS

All costs for developing RFP response submittals are the obligation of the Consultant and are not chargeable to the City. All proposals and accompanying documentation will become the property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is provided in writing to the City's Project Manager listed in this RFP. Proposals cannot be withdrawn after the published close date.

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

This solicitation of Consultant Services does not obligate the City to pay any cost incurred by respondents in the preparation and submission of a Proposal. This solicitation does not obligate the City to accept or contract for any expressed or implied services. Furthermore, the City reserves the right to award the contract to the next most qualified Consultant if the selected Consultant does not execute a contract within thirty (30) days after the award of the Proposal.

Materials submitted in response to this competitive procurement shall become the property of the City and will not be returned. All submittals received will remain confidential until the City and successful consultants sign the agreements resulting from this advertisement. All submittals are deemed public records as defined in the RCW 42.17.250 to 42.250.340.

ATTACHMENTS

A – Agreement for Services



ATTACHMENT A

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

AGREEMENT FOR SERVICES
PROFESSIONAL SERVICES CONSULTANT

Table with 2 columns: Yes, No. Row 1: 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 (hereinafter referred to as "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.

<u>The City shall pay the Consultant:</u>	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 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 City of Sammamish, 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 City of Sammamish.

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 City of Sammamish, 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 City of Sammamish'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 written 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 City of Sammamish shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City of Sammamish 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 Consultants 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 City of Sammamish. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Sammamish shall be excess of the Contractor'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 City of Sammamish 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 City of Sammamish 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 City of Sammamish 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 City of Sammamish on demand, or at the sole discretion of the City of Sammamish, offset against funds due the Consultant from the City of Sammamish.

J. City of Sammamish Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City of Sammamish 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 the City of Sammamish 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. Title VI Compliance. (Appendix A – Title VI Assurances)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 7.1 Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 7.2 Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 7.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 7.4 Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of

Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

7.5 Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

7.6 Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(Appendix E – Title VI Assurances)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- 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.

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.

21. 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>.

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

City of Sammamish
801 228th 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:

Cell Number:

Email:

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

CITY OF SAMMAMISH, WASHINGTON

By (Print Name):

Date

Signature

Title

COMPANY: _

By (Print Name):

Date

Signature

Title

For Office Use Only



Received by:

City Clerk

Date

Received by:

Contract Administrator

Date

BARS #

CONTRACT NUMBER



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

EXHIBIT A
Scope of Work

CONTRACT NUMBER



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)	\$	_____	-
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)

Professional Service Agreement form 16 Approved as to

Kari Sand
Interim City Attorney
March 19, 2022