

**CITY OF SAMMAMISH  
PUBLIC WORKS DEPARTMENT**

**REQUEST FOR PROPOSALS**

**GEORGE DAVIS CREEK FISH PASSAGE PROJECT**

**PROJECT PURPOSE AND BACKGROUND**

The City of Sammamish (City) Public Works Department is requesting proposals from Consultants to perform the preliminary design and final PS&E for the George Davis Creek Fish Passage Project (Project). The Project proposes to remove several fish passage barriers and make George Davis Creek fish passable from the creek mouth at Lake Sammamish to a mile upstream of East Lake Sammamish Parkway. Due to complex site conditions, the Project is divided into two phases as described below:

The first phase of the of the Project (Phase 1) is a preliminary study (Study) to investigate up to three alternatives to remove the fish passage barriers. This will require creative solutions that involve investigating alternative nearby outfalls, property acquisition, and/or partnerships with local homeowners. Phase 1 will span August 2018 to January 2019 and include the following tasks:

* Project Management
* Public Outreach
* Topographic survey to extent needed to analyze three alternatives
* Data collection and analysis of past studies on George Davis Creek
* Local, state, and federal permit scoping
* Preliminary geotechnical analysis and evaluation (paper only)
* Hydrologic and hydraulic modeling (up to three alternatives)
* Alternatives development and analysis (10% level), including but not limited to ability to meet Project goals, public acceptance, permanent easements/property acquisition needed, costs, access, constructability, maintenance requirements, long-term Project success, habitat benefit, and permitting feasibility to meet summer 2020 construction.

Phase 2 of the Project will consist of the development of the final PS&E based on the selected alternative. Phase 1 shall be completed prior to scope and budget negotiation of Phase 2 with the selected consultant.

The City reserves the right to amend terms of this “Request for Proposal” (RFP), to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort Consultants have spent on their responses.

**PROJECT DESCRIPTION**

George Davis Creek provides the primary drainage of the Inglewood sub-basin to Lake Sammamish. The creek is located in the heart of the City of Sammamish, running to the south of and roughly parallel to Inglewood Hill Road in the upper reaches, and flows into Lake Sammamish near NE 7th Court. The creek’s riparian corridor is largely undeveloped and contains one mile of ideal habitat for Kokanee and other salmonids, as well as resident trout. Currently, a series of fish passage barriers on the creek restricts migrating fish to the first hundred feet of George Davis Creek.

The proposed George Davis Creek Fish Passage Project will consist of removing fish passage barriers from the east side of East Lake Sammamish Parkway (ELSP) to the creek mouth at Lake Sammamish. The lower reaches of George Davis Creek contain four major fish barriers that together impede fish passage under all conditions present during the kokanee late-run spawning season (November through February).

1. About 400-500 feet upstream from ELSP, a concrete dam spans the creek channel and poses a partial fish passage barrier. The dam has accumulated much sediment and a plan is needed to remove the dam if it is not fish passable. Access for large equipment will need to be assessed.
2. The George Davis Creek culvert on ELSP is a 5-ft diameter corrugated metal culvert located just south of NE 7th Court. It lies completely within public right-of-way or within a City-owned public easement. Replacement or modification of this culvert with a fish-passable culvert is a main effort of the City’s George Davis Creek Fish Passage Project. Upstream of ELSP, at the locations of the sedimentation pond on the east side of ELSP, George Davis Creek is split by a high flow bypass. Elimination of this high flow bypass shall be considered in the alternative analysis.
3. The next barrier, approximately 15-feet down-gradient from ELSP, is the culvert under the East Lake Sammamish Regional Trail (ELSRT). The ELSRT is owned and managed by King County. A major King County project to widen and improve the trail is currently in local agency permitting process. Construction is scheduled for the summer of 2019 through 2020, and the project is funded through King County. The barrier along George Davis Creek, located at the trail, currently consists of two concrete pipes that will be replaced with a fish passable box culvert when the trail is widened. This project will need to coordinate fish passage design with the King County trail/culvert design.
4. The barrier closest to the mouth of the creek consists of a piped section of creek on two private residences. The City’s project will encompass working with private homeowners on these two parcels to remove the fish passage barriers. The consultant team shall assess permanent easement and/or property acquisition that may be necessary from the downstream private property owners (King County Parcel Nos. 0777100040 and 0777100045), and shall assess alternative outfall locations that would thus necessitate working with other property owners. The property owners of Parcel No. 0777100045 completed fish passage and stream restoration improvements on a portion of their property in 2010.

George Davis Creek at ELSP also includes a complex high flow bypass system that redirects higher stream flows during heavy rain events to a public easement. This easement discharges to Lake Sammamish about 450 feet north of the main channel at ELSP. This tightline channel has posed a maintenance nuisance that will need to be addressed by the Project.

The George Davis Fish Passage Project presents unique challenges due to the confluence of four distinct barriers, a high use minor arterial road, a high flow bypass, and substantial, private lakefront development. As such, the City is considering several courses of action to provide fish passage. The project design is broken into two phases.

The first phase (Phase 1) consists of a preliminary study that will develop up to three alternatives to create full fish passage conditions on George Davis Creek from the concrete dam (described above) to Lake Sammamish. Alternatives may include temporary and/or permanent easements, partnerships with local property owners, property acquisition, and/or realignment of George Davis Creek. The project will restore fish access beyond East Lake Sammamish Parkway, to almost one mile of high-quality salmon spawning and rearing habitats fed by cool water seeps and springs. The project will also restore the full complement of streambed processes and floodplain function through the project area. A sediment delta, providing habitat for juvenile Lake Sammamish Chinook salmon at the mouth of George Davis Creek, is a possible outcome. Phase 1 is anticipated to be completed by January 2019.

The second phase of the project (Phase 2) will include final design, permitting, and permanent easement/property acquisition for the George Davis Creek Fish Passage Project and will occur in 2019 and 2020. Construction is planned for the fish passage window during the summer of 2020.

See Attachment A for a project site map.

**PRELIMINARY SCOPE OF WORK**

The Phase 1 Preliminary Scope of Services (see Attachment B) will be refined during contract negotiations with the selected Consultant. The Scope of Services will include all services necessary for the City to evaluate three viable alternatives by which George Davis Creek may be made fish passable.

Additional supporting information is posted on the City’s project website at:

<https://www.sammamish.us/georgedavis>

Please note that some of the planning-level engineering reports were done for private property owners and are not endorsed or reviewed by the City. They are included for informational purposes only.

**PROPOSED TIMELINE – DATES SUBJECT TO CHANGE**

|  |  |  |
| --- | --- | --- |
| **Schedule of Events** | **Date** | **Notes** |
| RFP Mailed to select consultants | 5/8/18 |  |
| Pre-Submittal Site Visit | 5/17/18, 11AM (PST) | Optional |
| Deadline for questions | 5/18/18, 4PM (PST) | Submit to City Project Manager by e-mail only |
| City response to questions | 5/21/18, 5PM (PST) | Questions and responses posted on project website |
| Proposals due | 5/24/18, 4PM (PST) |  |
| Notify short-listed firms | 5/30/18 |  |
| Interview short-listed firms | 6/07/18 |  |
| Select successful consultant | 6/14/18 |  |
| Complete contract negotiations | 6/28/18 |  |
| Contract Award | 7/17/18 |  |
| Anticipated project start | 7/24/18 |  |
| Phase 1 completion | Jan 2019 |  |
| Phase 2 Final PS&E begins | Feb 2019 – April 2020 |  |
| Construction begins | June 2020 |  |
| Construction completion | Oct 2020 |  |

**MINIMUM QUALIFICATIONS**

Minimum qualifications are required for a Consultant to be eligible to submit a response to this RFP solicitation. Responses must clearly show compliance with these minimum qualifications. Those that are not responsive to the following minimum qualifications will be rejected by the City without further consideration.

* Consultant must have demonstrated expertise and at least five years’ experience in stream channel reconstruction, analysis of reach-scale stream geomorphology, habitat restoration, fish passage design, permitting, public outreach, and culvert replacement, planning, design, engineering and cost and schedule estimating in an urbanized environment.
* Consultant should demonstrate an ability to develop numerous, creative solutions to complex natural resource issues.
* The Consultant’s Project Manager must have demonstrated experience working with a public agency of similar size to the City within the last five years providing satisfactory project management services similar to those expected by the City for this project.

**QUESTIONS/INQUIRIES**

Please direct any questions concerning this RFP to the City’s Project Manager listed below. Responders may submit written questions by e-mail only at any time up to and including the question deadline identified in the Proposed Timeline. Unauthorized contact regarding this RFP with other City employees may result in disqualification of a submittal. Any oral communications will be considered unofficial and non-binding on the City.

**Project Manager: Danika Globokar, P.E.**

Email Address: [dglobokar@sammamish.us](mailto:dglobokar@sammamish.us)

All questions will be answered in writing and posted on the City’s project webpage at solicitation website at:

<https://www.sammamish.us/georgedavis>

It is the responsibility of individual firms to check this website for any amendments or Q & A’s related to this RFP.

**SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

An optional pre-submittal site meeting will be held **11:00am on** **Thursday May 17, 2018** at East Lake Sammamish Parkway SE and NE 7th Court in Sammamish, WA 98075. Please contact the City’s Project Manager to confirm attendance and obtain field meeting directions and waivers. City staff will be available at that time to discuss the submittal process, answer questions or concerns raised about the solicitation and to clarify issues and technical aspects of the project. The site tour will include viewing the three fish passage barriers adjacent to and downstream of ELSP and a view of the high flow bypass system. The concrete dam upstream of ELSP will not be included in the site tour. However, pictures and as-builts are available on the project website. The pre-submittal site meeting will include walking along road, trail, and uneven surfaces. Please dress appropriately.

**Due to potential easement and acquisition negotiations with private property owners, the City requests that RFP applicants to not perform individual site visits on private property and limit discussion of the project scope with private property owners.**

The purpose of the pre-submittal meeting is to permit interested parties to obtain additional information regarding the project and the selection process; however, the information given is not intended to amend the solicitation or subsequent contract documents. Failure to raise concerns over any issues at the pre-submittal meeting will be a consideration in any protest filed regarding items that were known as of this pre-submittal meeting. Verbal communications expressed at the pre-submittal meeting will not change the solicitation; only a written addendum issued by the City to amend or supplement the solicitation will be binding.

It is the obligation and responsibility of the Consultant to learn of addendums, responses, or notices issued by the City relative to this RFP.

Please limit proposals to five (5) sheets, 10 pages in length. Pages may be printed double sided. Resumes, proof of the firm’s legal name and the cover letter will not count toward the page limit.

Provide four (4) bound hard copies and one (1) electronic CD copy of the RFP response to the City’s Project Manager. All submittal response materials must be received no later than the due date in the Proposed Timeline. All proposals must be in a sealed envelope and clearly marked “RFP Submittal – George Davis Creek Fish Passage Project”. No faxed or e-mail proposals will be accepted.

Include in the submittal the firm’s legal name (does not count toward page limit). Submit a certificate, copy of web-page or other documentation from the Secretary of State (or Washington State Department of Revenue/Licensing if you are a sole proprietor) in which you incorporated that shows your legal name as a company. This can be verified through the State Corporation Commission in the state in which you were established, which is often located within that Secretary of State’s Office. For the State of Washington, see: <http://www.secstate.wa.gov/corps/> .

## RFP Submittal Requirements

A. Cover Letter

The cover letter shall be limited to one page and identify the Consultant name and contact person with his/her title; include mailing address, email address, and phone number for the contact person; and include the name of the proposed Project Manager. A duly authorized officer, employee, or agent of the consulting firm must sign the cover letter.

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## B. Consultant Team Structure

Please provide the team structure including names of lead persons with titles and general project responsibilities, and the physical location of each lead person. Provide the names for each sub-consultant. Discuss the team’s ability to actively perform the proposed work and provide a statement which clearly conveys the ability of all proposed key project personnel to accept responsibility for completing the project in view of each firm's current and projected workload.

## C. Firm Qualifications and Experience

The Consultant will be evaluated on the team qualifications, general background, experience and ability to accomplish the stated Scope of Services. Please provide a summary of the background and experience of the firm relative to the Scope of Services. Include three (3) similar municipal projects on which the team has had a major role together with the location, estimated and final costs, short project description, start and completion dates, client name and phone number, a description of the team’s responsibility on the project, and the specific roles of the key individuals proposed for this project.

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## D. Key Personnel Qualifications and Experience

Describe the expertise and experience of the proposed key project personnel which qualify them to perform the Scope of Services for this project. Provide the qualifications of the team’s project manager and his/her experience in managing projects that are similar to this Scope of Services, past working relationship(s) with other proposed team members, level of effort, and availability for this project. List the lead project personnel with titles who will be primarily responsible for and involved with the main work activities, including sub-consultant project managers. Identify the responsibilities and activities of each lead person outlining specific project capabilities, with emphasis on those team members who will be doing direct project work.

## E. Proposed Project Approach

## Please describe the approach and options for project management, outreach, data collection and analysis, and design of fish passage alternatives to enable the City to select a viable alternative for removing fish passage barriers on George Davis Creek by January 2019. The selected alternative must be able to be designed and constructed by the fall of 2020. Describe the activities and decisions that would most likely be on the critical path, and what expectations you have of the City to help keep the feasibility study on schedule.

## F. Past Performance/References

References shall be used to check the accuracy of information provided by the Proposer, which may affect the rating of the Proposer. Provide five recent references who can verify your firm’s performance with regard to a similar Scope of Services. In listing the references, include the name of the client, mailing address, telephone number, email address, and the project scope of work your firm completed. At least three of the references must be able to provide feedback concerning the performance of the proposed Project Manager. The City reserves the right to contact references other than those submitted by the respondent.

## G. Quality Control, Project Management and Product Delivery

Keeping a project on track and delivering a quality product are important elements to assure a successful outcome. Please describe the measures and tools the firm/team will use to stay on top of these elements.

**EVALUATION CRITERIA**

Submittals will be evaluated and ranked based on the criteria listed below. The top three-ranked Consultants will be invited to interview.

* Qualifications and availability of the Project Manager and key personnel on similar projects
* Technical expertise in successfully designing a project that can be permitted and constructed by the fall of 2020 and will minimize long term risks, operations, and maintenance costs and needs
* Team’s previous working relationships and/or relevance to teaming on this project
* Project approach to efficiently deliver a high quality product on schedule and budget
* Experience with public outreach and stakeholder management
* Past performances/references

**Deliver or Mail RFP Submittal to:**

Danika Globokar, P.E., Project Manager

City of Sammamish

801 – 228th Avenue SE

Sammamish, WA 98075

*dglobokar@sammamish.us*

**Complete submittals are required to be delivered by 4PM (PST), Thursday, May 24, 2018.**

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. Submitted proposals may be withdrawn at any time prior to the published due 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 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.

**Americans with Disabilities Act (ADA) Information**

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

**Title VI Statement**

The City of Sammamish, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all RFQPA responders that the City will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises, as defined at 49 CFR Part 26, will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

**Publication**

This RFP will be emailed directly to select consultants and be posted on the City’s website.

**ATTACHMENTS**

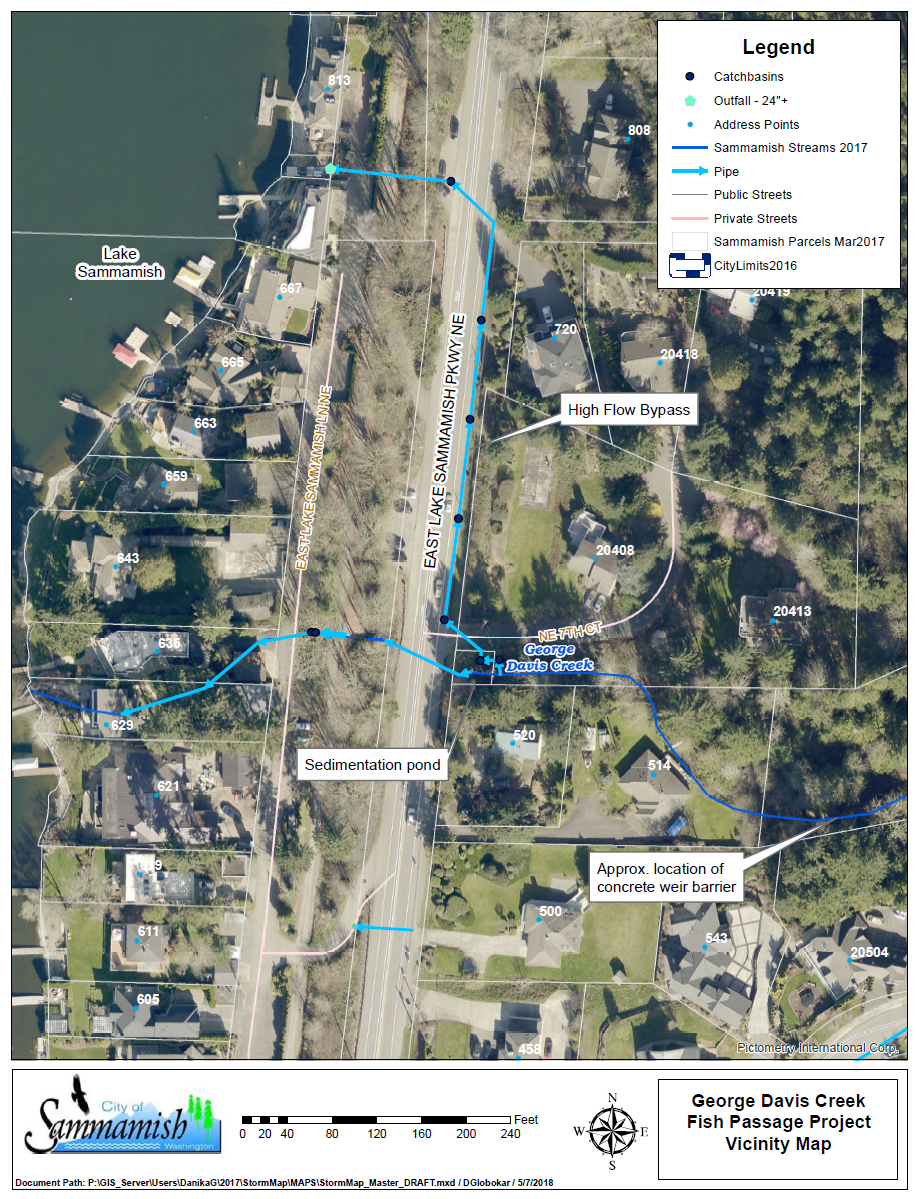
Attachment A: Vicinity Map

Attachment B: Preliminary Scope of Services

Attachment C: Sample contract

Attachment A

Vicinity Map



Attachment B

**George Davis Creek Fish Passage Project – Phase 1 Preliminary Study**

**Preliminary Scope of Services - DRAFT**

**Introduction and Background**

The City of Sammamish (City) is beginning work on the George Davis Creek Fish Passage Project (Project), which proposes to remove several fish passage barriers on George Davis Creek from the creek mouth at Lake Sammamish to the east side of East Lake Sammamish Parkway.

George Davis Creek at one time served as habitat for coho and sockeye salmon according to the Washington Department of Fisheries Catalog of Washington Streams and Salmon Utilization (Williams et al. 1975). Currently, four fish barriers restrict migrating fish to the first fifty (50) feet of George Davis Creek. Several culverts comprise the fish barrier and were built to convey the stream under a lakefront home and an adjacent residential property, under the East Lake Sammamish Regional Trail, and under East Lake Sammamish Parkway. Cutthroat trout and rainbow trout have also been previously identified in George Davis Creek. The proposed Project will consist of removing fish passage barriers from the east side of East Lake Sammamish Parkway to the creek mouth at Lake Sammamish.

**Purpose**

The City desires to restore this lost fish habitat by removing fish barriers from George Davis Creek and to address high maintenance needs of the high flow bypass. It is thought that cutthroat trout, coho salmon, and kokanee salmon (sockeye salmon that stay in freshwater systems and do not migrate to the ocean) were the primary salmonid fish species that once made use of George Davis Creek and would likely do so again if fish passage were provided. As such, these fish are considered to be the Target Fish Species for the purposes of this project evaluation - their needs should be used to determine what criteria should be met in order to achieve a fish-passable condition.

The George Davis Fish Passage Project presents unique challenges due to the confluence of four distinct barriers, a high use minor arterial road, a high flow bypass, and substantial, private lakefront development. As such, the City is considering several courses of action to provide fish passage.

**Project Phases**

The Project is comprised of two distinct phases.

Phase 1 is a preliminary study (Study) to investigate alternatives available to the City to remove fish passage barriers. This will involve investigating alternative, nearby outfalls, property acquisition opportunities, and partnerships with local homeowners. The Study will include development of 10% engineering plans and cost estimate for three alternatives. This phase will span August 2018 through January 2019. The alternative selected by the City will be used to develop the Phase 2 project scope and budget.

Other key features of the project during the Phase 1 feasibility study include:

* Project Management
* Public Outreach
* Topographic survey to extent needed to analyze three alternatives
* Data collection and analysis of past studies on George Davis Creek
* Local, state and federal permit scoping
* Preliminary geotechnical analysis and evalutation (paper only)
* Hydrologic and hydraulic modeling (up to three alternatives)
* Alternatives development and analysis (10% level), including but not limited to ability to meet Project goals, public acceptance, permanent easements/property acquisition needed, costs, access, constructability, maintenance requirements, long-term Project success, habitat benefit, and permitting feasibility to meet summer 2020 construction.

Other design considerations that should be considered and evaluated during the Study include:

* The challenges of cooperation and negotiation between multiple stakeholders and property owners
* This project area is very complex and all possible solutions should be part of alternative development.
* Buildings, large trees, and other infrastructure blocking proposed creek alignments
* Channel width considerations vs space available
* Safety issues associated with potential deep, steep-sided cuts to accommodate the creek
* Stream buffer revision and buffer impacts on private property
* Sedimentation concerns in potential low-gradient areas, and the creeks ability to carry flow without excessive down-cutting or sedimentation

Phase 2 of the Project is the main design phase, which tentatively will occur between early 2019 and summer 2020. This design phase will develop the selected alternative from Phase 1 from the 10% design level to final design. This phase will also include permit acquisition, development of final plans, specifications, and project estimates, and easement or property acquisition.

Attachment C

Sample Contract

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the “City," and\_\_\_\_\_\_\_\_\_\_ \_, hereinafter referred to as the “Consultant."

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. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

1. **Compensation and Method of Payment**. The Consultant shall submit invoices for work performed using the form set forth in Exhibit “Exhibit A”.

The City shall pay Consultant:

[Check applicable method of payment]

**\_\_\_** According to the rates set forth in Exhibit "\_ "

**\_\_\_** A sum not to exceed $

**\_\_\_** Other (describe): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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The Consultant shall complete and return to the City Exhibit “C,” Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

**3.** **Duration of Agreement**. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 3, 2022, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

**4.** **Ownership and Use of Documents**. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

1. **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, subconsultants, 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.

6. **Indemnification**. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or 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.  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, 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.

Furthermore, should subcontracting be agreed to by the parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.  The Consultant shall ensure that the City is an additional insured on each and every Subcontractor’s Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

**7.** **Insurance**.

1. 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.
2. 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 such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

**Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

* 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor’s Commercial General Liability insurance policy with respect to the work performed for the City.
  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.

Minimum Amounts of Insurance

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 $1,000,000 each occurrence, $2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant’s insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

**Verification of Coverage**

Consultant shall furnish the City 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 Consultant before commencement of the work.

**8.** **Record Keeping and Reporting**.

**A.** 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.

**B.** 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.

**9.** **Audits and Inspections**. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

**10. Termination**.

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
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.
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. 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.
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.

**11.** **Discrimination Prohibited**. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**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.

**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.** **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

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

Company Name PerfectMIND Inc.

Contact Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address 2nd Floor, 4333 Still Creek Drive

City, State Zip Burnaby, British Columbia V5C 6S6

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**18. 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>.”

**19.** **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.

CITY OF SAMMAMISH, WASHINGTON CONSULTANT

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attest/Authenticated: Approved As To Form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Clerk City Attorney

[INSERT EXHIBIT A – SCOPE OF SERVICES]

See Attachment B of the Request for Proposals

EXHIBIT B

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*REQUEST FOR CONSULTANT PAYMENT*

To: City of Sammamish

801 228th Avenue SE

Sammamish, WA 98075

Phone: (425) 295-0500

FAX: (425) 295-0600

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

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

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

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Period:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reporting Period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount requested this invoice: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specific Program:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized signature

*ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED*

***For Department Use Only***

|  |
| --- |
| Authorization to Consultant: $ |
|  |
| Account Number: |
| Date: |

|  |  |
| --- | --- |
| Total contract amount |  |
| Previous payments |  |
| Current request |  |
| Balance remaining |  |
|  |  |

|  |
| --- |
| ***Finance Dept.***  *Check #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Check Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |

Approved for Payment by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT C

****

*TAX IDENTIFICATION NUMBER*

In order for you to receive payment from the City of Sammamish, you 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.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

|  |  |  |
| --- | --- | --- |
| Corporation | Partnership | Government Consultant |
| Individual/Proprietor | Other (explain) |  |

TIN No.:

Social Security No.:

Print Name:

Title:

Business Name:

Business Address:

Business Phone:

Date Authorized Signature (Required)