



**CITY OF SAMMAMISH
DEPARTMENT OF PUBLIC WORKS**

REQUEST FOR QUALIFICATIONS

**East Lake Sammamish Shore Lane SE,
South of SE 33rd St**

Due: January 13, 2022, at 2:00 PM PST

The City of Sammamish (CITY) Department of Public Works is soliciting interest and qualifications from firms with expertise in Civil and Environmental Engineering, Land Surveying, Planning, Design and Construction to perform preliminary engineering and prepare final project plans, specifications, and cost estimates for the referenced roadway improvement project.

The CITY reserves the right to amend the terms of this Request for Qualifications (RFQ), to circulate various addenda, or to withdraw the RFQ at any time, regardless of how much time and effort consultants have spent on their responses.

By submitting a Statement of Qualifications, the CONSULTANT is indicating they have read and agree with the contract terms of the CITY's 'Agreement of Services' contract, Attachment A.

PROJECT DESCRIPTION

This project is to reconstruct approximately a 900' section of East Lake Sammamish Shore Lane SE (Shore Lane) from SE 33rd St to the gate entering the property of 3611 East Lake Sammamish Shore Lane SE. Shore Lane is a residential street west of East Lake Sammamish Parkway that services 14 homes. The exact location is outlined in the 'Vicinity Map', Attachment B. The street exists in CITY right-of-way between residential properties on the west and King County right-of-way for the trail on the east. The road is not built to current CITY standards and is approximately only 18' wide with very thin layers of HMA and base courses.

Shore Lane currently is the lowest rated street by PCI in Sammamish. The entire street contains heavy alligator cracking and the southern 450' has significant settlement issues. Geotechnical inspection found the southern portion of the road is built on top of layers of organic material including peat and sawdust dating back to when the area was used as a sawmill. The depths of organic layers are unverified but may be multiple feet deep from preliminary street coring done in early 2021. The initial recommendation of the geotechnical engineer was to rebuild the roadway cross section for the southern half of the street above a layer of lightweight fill material. The base material on the northern half is of less concern and only a new pavement layer was recommended during the same exploration.

This project concept is straightforward, but there are known complexities that the CONSULTANT will need to work through. The following is not to be considered a full list of complexities but highlights the currently known challenges.

- Running costs analysis on lightweight fill vs. excavating out organic materials.
- Permitting requirements since the work is in close proximity to Lake Sammamish.
- Unrecorded stormwater systems and likely need to expand / improve the existing system.
- Reestablishing the flowline of the road to remove ponding / puddling.
- Private well waterline for the street that is shallow and needs to be upgraded. Consultant will either need to work with residents' designer for the upgrade or will need to design the upgrade as part of this project depending on the residents' preferred approach.
- Tying into existing driveway elevations and / or working on driveway approaches.
- Construction staging to allow for residents to continue to have access to their property.
- Tight ROW between existing residential properties on the west and King County property on the east.
- Per geotechnical engineer, work will need to occur in the late summer months because of the existing soil conditions.

The final product of this contract will be for the CITY to have a useable, construction ready plan set, specification package and engineer's estimate for the reconstruction of East Lake Sammamish Shore Lane SE in time to be construction ready in July 2023.

The CITY reserves the right to retain the services of the successful firm for any subsequent phases, including but not limited to construction management, associated with this project.

PRELIMINARY SCOPE OF WORK

The following is a preliminary scope of services that will be refined during contract negotiations with the selected CONSULTANT. The scope of services will include all engineering services necessary for the design of engineering plans, reports and studies required to complete bid documents for this project. The major features to be considered for this roadway improvement project are:

1. Road / base reconstruction
2. Geotechnical exploration and engineering
3. Stormwater improvements
4. Environmental review and permitting
5. Survey
6. Utility coordination and / or design
7. Stakeholder and community outreach / coordination
8. City Council presentations
9. Research and applications for grant opportunities available for this project.



PROPOSED TIMELINE

Schedule of Events	Date	Notes
Formal solicitation	Dec. 16, Dec. 21 & Dec. 28, 2021	Advertised in the Seattle Times and Daily Journal of Commerce
Deadline for questions	Jan. 5, 2022, by 2:00 PM PST	Submit questions in .pdf form to City Project Manager <u>by e-mail only</u> . Questions will be answered as soon as possible.
City final response to questions	Jan. 6, 2022	Questions and responses will be posted on the project website listed below under Questions & Answers
Proposals due	Thursday, Jan. 13, 2022, by 2:00 PM PST	Proposals must be delivered or mailed and received prior to posted date/time.
Consultant selected	Jan. 21, 2022	Additional review time may be needed. Please follow webpage schedule for updates. If necessary, interviews will take place on Feb. 8, 2022.
Complete contract negotiations	Feb. 8, 2022	
Contract awarded by City Council	Mar. 1, 2022	Will be extended to next available Council meeting if additional negotiation time is needed.
Anticipated project start	Mar. 7, 2022	

MINIMUM QUALIFICATIONS

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

This project will require a consulting firm/team with the following minimum qualifications and areas of expertise:

- Prime consultant and team must have demonstrated expertise and at least five years of planning, design, engineering, construction, and reliable cost and schedule estimating experience in areas that are rapidly urbanizing.
- 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.

SUBMITTAL CONTENT

The following items must be included in the submittal package for it to be considered complete and responsive.

- Describe the qualifications and management approach of the Project Manager.
- Describe your team's understanding of the project, the key challenges and how your team can best meet those challenges.
- Outline the team's project scope and provide a timeline with key anticipated milestones to complete the project on time.
- Provide an organizational chart of the proposed team. Explain the roles each team member plays and why they are proposed on this project.
- Describe similar relevant experience that this proposed team has completed.
- Describe quality assurance and quality control (QA/QC) measures.
- A minimum of three similar projects, with reference information included.

EVALUATION CRITERIA

Submittals will be evaluated and ranked based on the criteria listed below. Unless an interview is deemed necessary to distinguish the top consultant, the highest scoring consultant from the criteria below will be selected for contract negotiations. The CITY reserves the right to interview consultants to assist in the selection of the top consultant. The maximum consultant score is 100 points.

- Qualifications of the Project Manager and project management experience on similar projects. (20)
- Demonstrating an understanding of the project including how the team plans to address the challenges unique to this project. (20)
- Specific breakdown and milestones of the consultant's approach to deliver the project on schedule. (30)
- Consultant's proposed team, previous working relationships and/or relevance to teaming on this project. (25)
- QA/QC Process. (5)

During evaluation, Sammamish may consider the following and/or discuss with the listed references:

- Responsiveness to solicitation and addenda requirements
- Professionalism of Statement of Qualifications
- Experience in designing/surveying the type of project envisioned
- Ability to meet contract deadlines
- Ability to complete scope requirements within budget
- Compliance with statutes and rules relating to contracts or services
- References
- Staff availability for the project
- History of errors and omissions via reference checks



QUESTIONS/INQUIRIES

Please direct any questions concerning this RFQ to the CITY's Project Manager listed in this RFQ. Only written questions will be considered. Submit questions in the form of a .pdf document attached to e-mail. Questions received after the deadline identified in the Proposed Timeline may not be considered. Unauthorized contact regarding this RFQ 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: Ben Ressler, P.E.
Email Address: bressler@sammamish.us

Questions will be answered in writing and posted on the project website's advertisement section at: www.sammamish.us/shorelane. It is the responsibility of individual firms to check this website for any amendments or Q & As related to this RFQ.

SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

Consultants are invited to submit their Statement of Qualifications (SOQ) at their own cost. The submittal must be formatted as follows:

Please limit proposals to no more than eight (8) sheets, 16 pages in length (not including front and back covers, resumes and one (1) page cover letter). Pages may be printed double sided. All proposal sheets beyond the first eight (8) sheets will be ignored and their content will not be considered during the evaluation process.

- Submitted as an 8.5" x 11" sheet. Sheets may be double sided. Text (font) size no smaller than 12 points; and
- If charts and/or graphs are utilized, text (font) size must be no smaller than 8 points.

Provide five (5) bound hard copies, and one (1) electronic CD or USB drive copy of the RFQ response to the Project Manager. Proposals are due at the time listed above in the Proposal Timeline section. All proposals must be in a sealed envelope and clearly marked:

RFQ Submittal: East Lake Sammamish Shore Lane SE

Faxed or e-mailed proposals will not be accepted.

Additional information required with your submittal package:

(Does not count toward page limit)

- E-mail address and phone numbers for the individual designated as the contact person for the proposal,
- Resumes for proposed project manager and key personnel on the project team,



- Cover letter signed by authorized personnel (no more than one page),
- Legal Company Name: 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. It 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/>.

It is the obligation and responsibility of the CONSULTANT to learn of addendums, responses, or notices issued by the CITY relative to this RFQ.

Deliver or Mail RFQ Submittals to:

City of Sammamish
c/o Benjamin Ressler
801 228th Avenue SE
Sammamish, WA 98075

Complete submittals are required to be delivered by the date and time (Pacific Standard Time) listed above in the Proposed Timeline section.

Submittals received after the date and time will not be considered. It is the responsibility of the CONSULTANT to ensure submittals are delivered and received by the CITY by the date and time listed in the Proposed Timeline section. No exceptions will be made for any proposals that are not received by the CITY prior to the specified time.

All costs for developing RFQ 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 RFQ. 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.

OTHER INFORMATION

Proposed Personnel

The CONSULTANT agrees to provide all professional personnel necessary to perform the scope of work, including key individuals named in the CONSULTANT'S RFQ submittal. These key personnel shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the CITY. In the event the CONSULTANT proposes to substitute any key personnel, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The CITY shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The CITY shall not unreasonably withhold approval of staff changes.

Sammamish Business License

The selected firm, and each of its sub-consultant firms in cases where a team is formed, will be required to obtain a Sammamish business license prior to performing any work for the CITY and to maintain the license throughout the project's life. Business license information can be found at www.sammamish.us/permits-regulations/business-portal/doing-business-in-sammamish/.

Public Records

Submittals received as a result of this RFQ and the resulting score sheets may be posted to the project web page.

To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, the CITY shall maintain the confidentiality of CONSULTANT'S information marked confidential or proprietary. If a request is made to view CONSULTANT'S proprietary information, the CITY will notify CONSULTANT of the request and of the date that the records will be released to the requester unless CONSULTANT obtains a court order enjoining that disclosure. If CONSULTANT fails to obtain the court order enjoining disclosure, the CITY will release the requested information on the date specified.

The CITY's sole responsibility shall be limited to maintaining the above data in a secure area and to notify CONSULTANT of any request(s) for disclosure for so long as the CITY retains CONSULTANT'S information in the CITY's records per state law. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by CONSULTANT of any claim that such materials are exempt from disclosure.

The CITY reserves the right, if it deems action to be in the best interest of the CITY, to reject any and all submittals or to waive any irregularities or informalities therein. Any incomplete, false or misleading information provided by or through the CONSULTANT



shall be grounds for non-consideration. If submittals are rejected, the CITY further reserves the right to investigate and negotiate with the next ranked CONSULTANT in order of ranking or to reject all consultants and re-solicit for additional firms.

Right to Debrief

The CONSULTANT will have the right to a debrief about their SOQ submittal from the CITY. The debriefs will not take place until after the contract has been awarded. The CITY will notify all submitters at that time that they are able to begin scheduling a debrief. Debriefs will only discuss the proposer's SOQ.

Americans with Disabilities Act (ADA) Information

The CITY, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability in all of its programs and activities. This material can be made available in an alternate format by emailing Benjamin Ressler at bressler@sammamish.us or by calling 425-295-0574.

Title VI Statement

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 in 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 for an award.

Publication

This RFQ will be published as follows:

Seattle Times	December 16, December 21 & December 28, 2021
Seattle Daily Journal of Commerce	December 16, December 21 & December 28, 2021



Attachment A

CONTRACT NUMBER

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

AGREEMENT FOR SERVICES

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.

<u>The City shall pay the Consultant:</u>	Fill in applicable method of payment YES NO
According to the rates set forth in "Exhibit A"	
A sum not to exceed: (incl W.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 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 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 City of Sammamish. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Sammamish 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 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 to 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. 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/OSHA3747.pdf>.



24. 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:

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:



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

EXHIBIT A
Scope of Work



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)

Attachment B

Legend

- E. Lk. Samm. Shore Lane
- Streets
- Samm City Limits
- Samm Lakes
- Samm Boundary Mask

Vicinity Map E. Lk Sammamish Shore Lane South of SE 33rd St.

0 0.125 0.25 0.5 0.75 1 Miles



bressler
Date: 12/15/2021