



REQUEST FOR PROPOSALS

City of Sammamish Periodic Comprehensive Plan Update

I. INVITATION

The City of Sammamish is soliciting a Request for Proposal (RFP) from qualified firms interested in providing professional long-range planning services for the 2024 periodic update of the City of Sammamish Comprehensive Plan.

II. PROJECT OVERVIEW

The City of Sammamish is preparing for its 2024 Comprehensive Plan periodic update and is looking for an experienced consultant team to lead and guide the City through the update process. The consultant team will be asked to: help the City clearly define the project scope; create detailed project work plans for project phases; identify gaps in the City’s existing planning and policy documents using the Washington Department of Commerce (DOC) and Puget Sound Regional Council (PSRC) checklists; conduct broad community outreach and engagement efforts; work with City Council to define a clear direction and vision for the 2024 Comprehensive Plan; coordinate with multiple City departments, partner agencies, and stakeholder groups; and complete the 2024 Comprehensive Plan update and associated development regulations by the state-mandated deadline.

III. SOLICITATION PROCESS AND TIMELINE

Interested parties are requested to provide a response containing all required elements herein to the City by the deadline given. Submittals will be examined by a selection committee and ranked based on the rating system criteria in Section VI. Interviews will be scheduled for top-ranking consultant teams to supplement the submission; sub-consultants should be present at the interview. Final consultant team selection and award are contingent on City Council approval.

To directly address supplier diversity, the City encourages Minority / Women Owned and Disadvantaged Small Businesses (M/WBE) to apply. Prime contractors are strongly encouraged to have a documented inclusion plan. The City’s intent is to provide the maximum practicable opportunity for increased participation by M/WBE owned and controlled businesses, as long as such businesses are underrepresented, and to ensure that City contracting practices do not support discrimination in employment and services when the City procures public works, goods, and services from the private sector.

Proposed Timeline

The following is a tentative schedule. The City reserves the right to change the dates or eliminate one or more events from the RFP timeline.

Item	Date
RFP Announced (Seattle Times, DJC, and MRSC Roster)	January 21, 2022

Deadline for Questions	February 4, 2022, 5:00 PM PST
City Response to Questions	February 10, 2022
Proposals Due	February 25, 2022, 3:00 PM PST
Evaluation	February 28 - March 4, 2022
Notify short-listed consultant teams	March 4, 2022
Interview	March 11, 2022
Consultant Team Selected	March 14, 2022
Contract Negotiation	March 14 - 25, 2022
City Council Approval	April 5, 2022

Questions/Inquiries

Questions concerning this RFP should be submitted through the online question form found on the [project webpage](#) by **February 4, 2022, 5:00 PM PST**. All questions will be answered in writing and posted on the City’s project webpage on **February 10, 2022**.

Unauthorized contact regarding this RFP with other City employees or representatives may disqualify a submittal. Any oral communications will be considered unofficial and non-binding on the City. It is the responsibility of individual firms to check the website for responses to questions.

IV. SCOPE OF WORK

The project’s scope of work will continue to be defined as project phases are completed. The initial scope of work will include:

1. Completing the Washington DOC and PSRC checklists and performing a gap analysis of existing planning and policy documents.
2. Coordinating with State, County, Regional Authorities, and Tribes.
3. Developing and executing a Public Participation Plan.
4. Developing and presenting a scope of work and budget for City Council approval for updating the City’s Comprehensive Plan and associated development regulations to comply with the Growth Management Act (GMA) and to be consistent with Vision 2050 and the King County Countywide Planning Policies.
5. Drafting and finalizing an updated Comprehensive Plan and associated development regulations.
6. Assisting with Certification of updated and adopted Comprehensive Plan.
7. Completing environmental review of documents proposed for adoption.

The City has a budget of \$300,000 to complete items 1-3 in the scope of work and to initiate the development of the Comprehensive Plan updates in item 4. It is anticipated that additional funding will be allocated in the 2023-2024 budget to complete the periodic update of the City’s Comprehensive Plan and associated development regulations.

V. SUBMITTAL REQUIREMENTS

Proposals must include all information requested and meet all specifications and requirements outlined in this RFP. The following submittals must be part of your proposal; if any are not included, your proposal may be judged as non-responsive. A selection committee will evaluate the submitted proposals based on the criteria in Section VI. The City reserves the right to request additional information or clarification from firms responding to this RFP during the evaluation process.

A. Cover Letter

Please limit your cover letter to one page and identify the consultant team and contact person with their 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.

B. Key Personnel Qualifications and Experience

Please provide a brief description of the individuals on the consultant team, including subcontractors, and their relevant experience and qualifications. Provide information demonstrating the organizational structure of the consultant team and the reporting relationships between individual team members. The team may consist of multiple firms with focused areas of expertise. This project will require the consultant team to have the following qualifications:

- Advanced knowledge of and experience with the Washington State Growth Management Act.
- Experience working with the Washington DOC and PSRC.
- Experience designing and implementing a Public Participation Plan as required by RCW 36.70A.035.
- Significant experience preparing comprehensive plans and associated development regulations.
- Education and experience to demonstrate competency in discipline areas related to the Comprehensive Plan elements.
- Providing creative and unique approaches to Comprehensive Planning.

C. Proposed Approach

Describe how the team would approach this project, given your experience and the scope of work, as presented in Section IV. Identify key tasks, who is responsible for completing them, and what is needed from City staff or other sources to ensure successful completion. Include timeline expectations and cost estimates that reflect your experience in what is practical. At a minimum, the proposed approach should address the following:

- Must include a targeted approach for updating the City’s Comprehensive Plan and associated development regulations that focus on completing only what is required to comply with the GMA as well as being responsive to the Community Vision.
- Must include a Public Participation Plan that effectively engages the community early and often, focusing on key topics of interest in an equitable, barrier-free manner, and recognizes the needs and interests of both the community and the City.
- Must demonstrate an experienced project management team and project lead, with effective quality control, communication, working across City departments, and reporting processes in place.
- Must address the consultant team’s commitment to producing high-quality original work reflective of the local conditions and objectives as guided by elected and appointed officials, stakeholder groups, City staff, and the community.
- Must indicate that team members can take on this multi-year project and ensure the consultant team can begin work as soon as a contract is approved.

D. Relevant Project Experience and References

Describe the team’s experience on three (3) relevant projects, including a brief project description, client name and contact information, start and completion date, responsibility on the project, estimated and final costs, and the challenges and opportunities presented by the project. Work samples must be from projects similar in size and scope that clearly show a high-quality end product and demonstrates creative and unique approaches to Comprehensive Planning. The City reserves the right to contact references without prior notification.

VI. Evaluation Criteria

Submittals will be evaluated and ranked based on the criteria listed below. The top-ranked consultant teams will be invited to participate in a virtual interview with the selection committee.

The interview panel of staff and elected officials will conduct the interview. It is anticipated interviews will be broken up into three parts where consultant teams will be asked to present their Proposed Approach and Public Engagement Plan and answer questions from the interview panel. The top-ranked consultant teams selected to interview will be provided questions on March 4, 2022.

Criteria	Points
Key Personnel Qualifications and Experience <ul style="list-style-type: none">• Knowledge of and experience working with the Washington State Growth Management Act, Washington DOC, and PSRC.• Experience designing and implementing a Public Participation Plan in communities with similar demographics/populations to Sammamish.• Experience preparing comprehensive plans and associated development regulations.• History of consultant and sub-consultant successfully working together.	25
Proposed Approach <ul style="list-style-type: none">• Project approach is innovative and unique in responding to the needs, opportunities, and challenges of Sammamish.• Approach addresses GMA requirements and is responsive to the Community Vision.• Public Participation Plan meets requirements of RCW 36.70A.035 while addressing the unique needs of Sammamish community members.• Strong plan for project management, quality control, and communication that facilitates cross-departmental and project team collaboration.• Capacity of team members to complete a multi-year project and be responsive to staff in real-time.	40
Relevant Project Experience and References <ul style="list-style-type: none">• History of successfully solving problems leading to successful project outcomes.• Experience in completing work with similar size and scope.• Quality of relevant project examples.• Project examples demonstrate ability to successfully work with multiple City departments, stakeholder groups, and communities with demographics similar to Sammamish.• Experience providing creative and unique approaches to Comprehensive Planning.	20
Quality of Proposal <ul style="list-style-type: none">• Proposal is visually pleasing and easy to read.	15

<ul style="list-style-type: none"> • Proposal is free from typos and grammatical errors. • Proposal follows the order of RFP and responds to all required elements. 	
Total Points	100

Upload Proposals to [City’s Project Webpage](#)

Complete submittals are required to be delivered by **February 25, 2022, at 3:00 PM PST**. All costs for developing response submittals are the obligation of the firm and are not chargeable to the City. All submitted documentation will become the property of the City and will not be returned. Proposals may be submitted early and withdrawn at any time before the published due date listed above, provided notification is submitted in writing to the City’s agent listed in Section X.

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

VII. TERMS AND CONDITIONS

The City reserves the right to amend terms of this RFP, circulate various addenda, or withdraw the RFP at any time, regardless of how much time and effort firms may have spent on their responses. Terms of the agreement are outlined in this solicitation and include the following documents, which are incorporated herein by this reference:

- RFP – 2024 Comprehensive Plan Update
- Attachment A: Consulting Services Agreement

Contracting Notice

Upon selection of consultant, the City intends to enter into an agreement using its standard Consulting Services Agreement which shall be used to secure these services. A copy of this document is attached as Attachment A and will be the governing document. No changes or deviations from the terms set forth in this document are permitted without the prior approval of the City.

VIII. AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION

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

IX. 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 bidders that it will affirmatively ensure 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 qualifications 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.

X. QUESTIONS/INQUIRIES

Please direct any questions concerning this RFP or the City’s requirements to the City agent listed below. No other City official or employee is empowered to speak for the City with respect to this request. Information obtained from any other source shall not be binding and may disqualify your response.

Evan Fischer
Senior Management Analyst
Email: efischer@sammamish.us
Phone: 206-794-3988



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.S.T., if applicable)	\$	
Other (ex. Hourly):	\$	

Attachment A

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.

Attachment A

- 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.

Attachment A

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

18. Ownership of Documents

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

19. Applicable Law; Venue; Attorneys' Fees.

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

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

20. Severability.

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

23. Performance During Covid-19.

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



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

City of Sammamish
801 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)