



REQUEST FOR QUALIFICATIONS (RFQ)

2021 – 2022 Master Planning: Beaton Hill Park and Big Rock Park South

INVITATION

The City of Sammamish is soliciting qualification submittals from firms experienced in park design to provide planning and design services to complete master plans for two parks: Beaton Hill Park and Big Rock Park South. The preliminary scope of work for each park consists of site investigation and analysis, conducting community engagement, preliminary park program development, master plan development, cost estimating, project implementation sequencing, and permitting and environmental review. The master plan development requires collective experience in landscape architecture.

Please submit one pdf of no more than 20 pages. All materials must be received no later than **Tuesday, August 17, 2021, at 3:00 pm.**

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

A non-mandatory, information site visit will be conducted on Monday, August 9, 2021, at 11:00 am at Big Rock Park South as the property is still under private ownership. The property is located at 22104 SE 20th St, in the City of Sammamish. The purpose of this meeting is to provide interested firms with any background information that may be beneficial in preparing a submittal. A site visit will not be conducted at Beaton Hill Park as the property is vacant and can be viewed from both the roadway and Big Rock Park North.

QUESTIONS/INQUIRIES

Questions concerning this RFQ must be submitted by Wednesday, August 11, 2021, at 2:00 pm using the following form: <https://form.jotform.com/sammamish/questions>

Answers will be posted on the City's website under the associated RFQ item under [Current News Releases](#) by August 13, 2021. Any oral communications will be considered unofficial and non-binding on the City.

PROJECT CONTACT

Shelby Perrault, PLA
Parks Project Manager
425-295-0589
sperrault@sammamish.us

COMMUNITY OVERVIEW

Sammamish is located west of the Cascade Mountains in the Puget Sound region, about 20 miles east of Seattle. The City is bordered by Lake Sammamish to the west and the Snoqualmie Valley to the east. Incorporated in 1999, Sammamish is situated on a plateau that spans over 24 square miles and is home to approximately 65,000 people. Sammamish is a vibrant, growing city and a community of families. It is characterized by quality neighborhoods, diverse natural features, and outstanding recreational opportunities.

PROJECT BACKGROUND

Beaton Hill Park and Big Rock Park South are centrally located within the City's core, with a potential connection to Sammamish's civic center, the Sammamish Commons (See Attachment A). Route options for a pedestrian connection between the Lower Sammamish Commons and Big Rock Park North/Beaton Hill Park are currently being explored by City staff.

Beaton Hill Park is located approximately half a mile west of Sammamish City Hall in the heart of the City and just south of the future Town Center. The park is comprised of two parcels that were purchased by the City in fall 2018 in an effort to preserve open space in a rapidly densely developing area in the City; it is named for the family that owned the farmstead for over 80 years. The vacant land totals 9.36 acres and has mature trees, rolling topography, open meadows, three wetlands, and a seasonal stream. The City was awarded a King County Conservation Futures Grant as a reimbursement for approximately 4 acres of the site, which will be designated for permanent conservation. Beaton Hill Park is located directly north of the three Big Rock Park properties (North, Central, and South) and is currently closed to the public.

Big Rock Park South is the third and final property of a 51-acre phased land donation agreement located in the center of the City. The first two parcels, Big Rock Park North and Central, opened to the public in 2016 and 2021. The property benefactor has allowed the City to include Big Rock Park South in this master planning process although the site is still under private ownership; the City anticipates the property transfer will take place in fall 2021. Like the conditions placed on the previous two parcels, this park will facilitate a variety of low impact active and passive activities that may include nature trails, open space, and passive sports meadows. There are a few existing structures on this parcel. Restrictions were put in place to preclude development of new structures exceeding 2,500 square feet to support the development of the park in a manner that preserves the site's natural beauty. The 15 acres that make up this property include dense forest cover, meandering trails that navigate relatively unvarying topography, sensitive areas, open meadows, a single-family home, detached garages, and a barn.

A goal of the consolidated master planning process is to prepare plans that integrate with Big Rock Park North and Central for the purpose of providing a cohesive group of parks within the City's core.

PRELIMINARY SCOPE OF WORK

The following is a preliminary scope of work that will be refined during contract negotiations with the selected consultant. Public involvement will be an important component of this project. A twelve to eighteen-month effort is envisioned, but the City may be interested in an accelerated schedule.

The intent of a consolidated approach for the master plans is to undergo a collective kick-off and public engagement effort to facilitate community introductions and discussions, as well as a collective department and city review. That said, individual master plan reports will be prepared for each park.

It is anticipated that the master plan process will consist of three phases as described below:

Phase 1 Site Investigation and Analysis

Develop a base map drawing, based on discussions with City staff, existing surveys and maps, GIS data, aerial photos, and site visits. The base maps shall identify and locate natural and man-made features including topography, wetlands, streams, vegetation, utilities, drainage, structures, boundaries, access roads and other

features, as necessary. Deliverables shall include a graphic summarizing site opportunities and constraints at an appropriate scale and a report that summarizes the site analysis.

The City will provide the following background data for the master plans:

- Beaton Hill Park: Topographic survey & wetland delineation
- Big Rock Park South: wetland reconnaissance

Phase 2 Park Program

Facilitate and conduct a community engagement process to ascertain public sentiment regarding needs, desires, opportunities, and constraints. Based upon the results of site analysis, City staff input, technical input, and initial public input, develop a preliminary park design program detailing proposed uses, design character and criteria.

Phase 3 Master Plan Development

Prepare and present three Master Plan alternatives for each park based upon the approved design program with rough order of magnitude cost estimates for each alternative. Prepare a narrative that summarizes the existing conditions, design alternatives, cost implications, applicable permits and their associated timelines, and identifies issues which require further study at the next stage of project development. Prepare and present preferred Master Plan alternative and provide updated cost estimate. Final deliverables will be a Master Plan Report for each park, with final project drawings and narrative, project process, project phasing scenarios and phase costs.

The master plan process shall include the following:

- **Public Engagement:** This project shall engage public involvement, with participation from the public at large, Sammamish City staff, Parks & Recreation Commission, Sammamish City Council, and stakeholders in the community. Public involvement may include a web-based survey and 3-4 opportunities for public input, utilizing the City's Model Master Plan Process as a guiding document for this component (see Attachment B).
- **Department and City Reviews:** Prepare written and graphic materials to assist with presenting the project for up to three reviews by the City Department staff. Consultant shall present project updates at up to three Parks & Recreation Commission meetings and three City Council meetings.
- **Permitting and Environmental Review:** Consultant to identify permitting/regulatory requirements and deadlines as they relate to the Master Plan designs. Consultant will take the lead to complete the SEPA checklist for both Master Plan designs, with staff input.

SCHEDULE

Proposed Timeline

- Proposal packages due: August 17, 2021
- Notify short listed firms: August 24, 2021
- Interview short listed firms*: September 8 – 9, 2021
- Contract award by City Council: November 16, 2021
- Anticipated project start: late November 2021
- Anticipated Council adoption: Winter 2022

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

BUDGET

\$275,000 is allocated for the Master Plan of Beaton Hill Park and Big Rock Park South in the 2021-2022 Parks Capital Improvement Fund and is inclusive of all site studies, planning, and design costs.

STATEMENT OF QUALIFICATION REQUIREMENTS

Submittals are sought from firms with expertise in landscape architectural services. Information provided will play a significant role in the City's selection of the consultant team considered best qualified to execute the project. Upon selection, the City and successful consultant will work together to refine the scope of work.

Please provide the following in your statement of qualifications:

- **Cover Letter:** Please submit a one-page letter of intent listing the proposed team (prime and sub consultants) and commitment to providing the services described in the scope of work.
- **Statement of Experience:** Identify the proposed project manager and key personnel of the project team; include the relevant experience, qualifications, and project roles for each member. For each member, describe their experience in park master plan development and any other relevant experience.
- **Project Approach:** Describe your understanding of the project scope and a timeline that identifies major proposed tasks and products.
- **References:** Three (minimum) client references for similar planning projects for Municipal Parks and Recreation Departments (within the last 7 years) led by the proposed Project Manager. Please include the full name of the municipality, project manager, phone number and e-mail.
- **Relevant Sample Work:** Please provide the following information for no more than (5) five relevant projects with similar scope and size that have been completed or in progress by members of the consultant design team. At least (3) three of the projects listed must be for public agencies.
 1. Name of project
 2. Project website, if applicable
 3. Brief project description highlighting special attributes/features of the project
 4. Project design team
 5. Reference
 6. Construction cost, if applicable

All costs for developing submittals in response to this RFQ are the obligation of the Consultant and are not chargeable to the City. All submittals will become property of the City and will not be returned. Submittals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the Parks Project Manager listed on this RFQ. Submittals cannot be withdrawn after the published close date.

CONSULTANT SELECTION AND AWARD

The City intends to enter into an agreement with the Consultant who provides a proposal that, in the opinion of the City, best meets all the below listed evaluation criteria (receives the highest score) as determined by the City's selection committee. If the City decides to, chosen firms will be scheduled for an interview September 8 – 9, 2021. Upon selection of a Consultant, the City intends to enter into an agreement using its standard Agreement for Services (see Attachment C), which shall be used to secure these services. By providing a submittal in response to this RFQ, proposing firms indicate they have read and agree with the contract terms.

Evaluation Criteria	Weight
Demonstrates a thorough understanding of project purpose, objectives, scope and timeline. Demonstrates design excellence and understanding of public parks and open space.	25
Qualifications of key personnel and project team	25
Demonstrated experience conducting successful community engagement and gathering input	20

Experience with projects of similar scale and scope	20
Overall quality content and responsiveness to RFQ requirements	10
Total	100

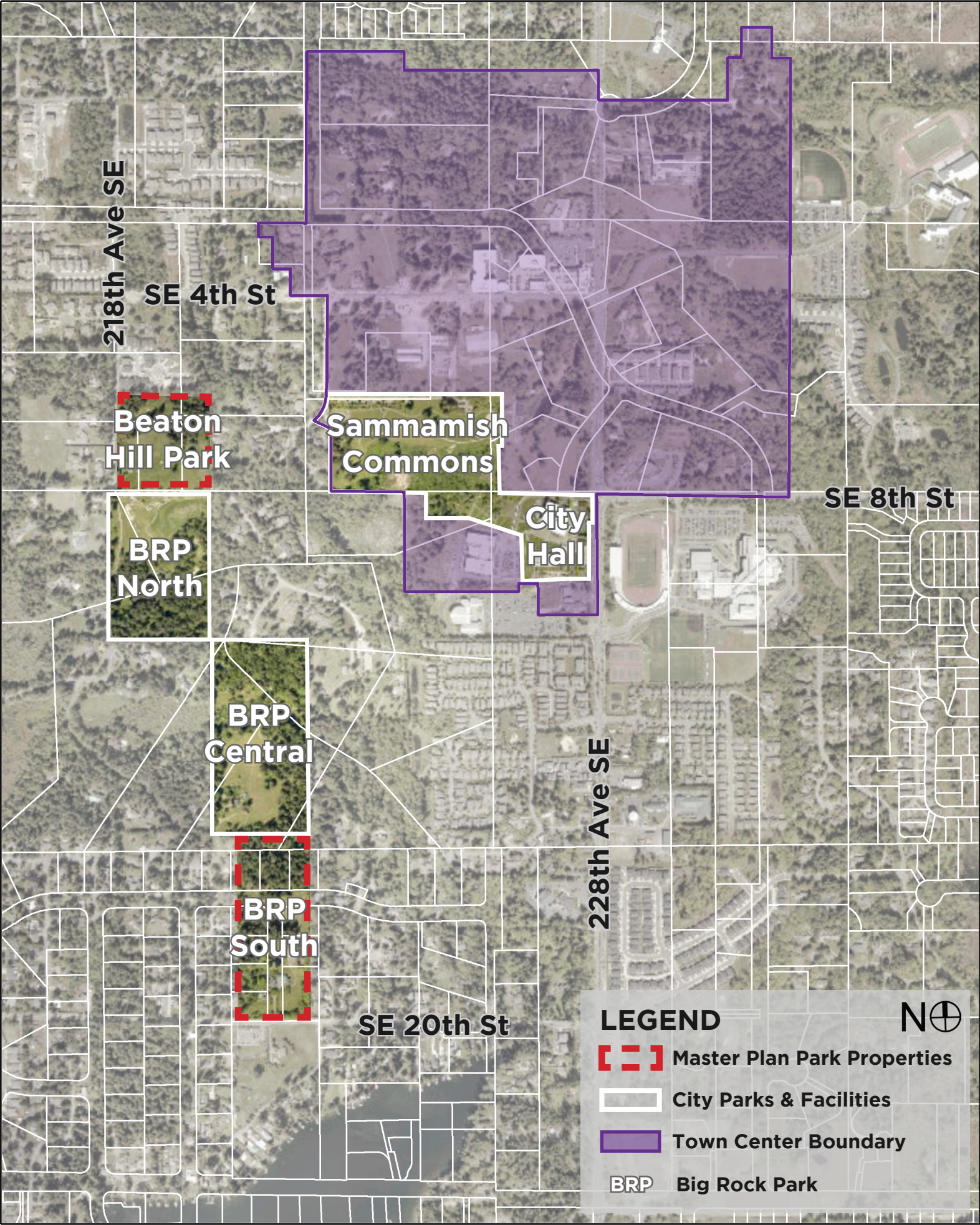
The City of Sammamish reserves the right to reject any or all proposals, and to waive any irregularities or information in the evaluation process. The final decision is the sole discretion of the City of Sammamish, and the respondents to this formal request have no appeal rights or procedures guaranteed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

The City of Sammamish reserves the right to award additional work and contracts for future phases of the final design, construction documents and construction administration to the team that completes the master plan, or to one or more of the finalist teams selected in the initial selection process.

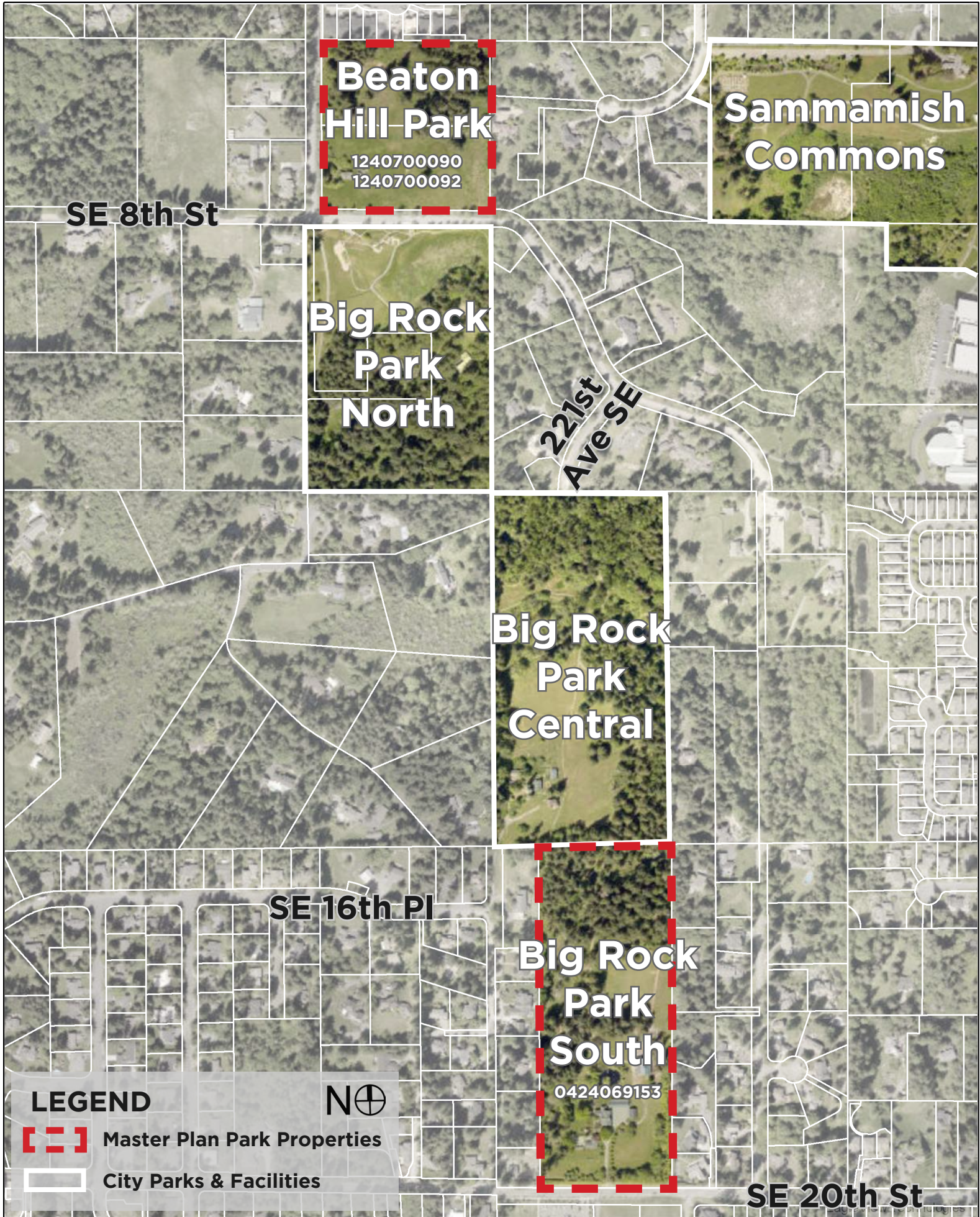
ATTACHMENTS

- A – Beaton Hill Park and Big Rock Park South Context and Site Map
- B – City’s Model Master Plan Process (to be utilized as a guiding document)
- C – Agreement for Services

Attachment A - Context Map



Attachment A - Park Map



Attachment B

City of Sammamish Model Master Plan Process

Site Analysis and/or Project Scoping

- Evaluate existing site conditions.
- Complete wetland delineation, identify sensitive areas, complete soil analysis etc.
- Develop an overall environmental understanding of the site.
- Identify and understand intentions for the site. What is the scope of the project? Park classification? What is the service area of the park? (Ideally, these policy questions will be answered at the time of acquisition).

Survey residents / stakeholders

- Develop a survey suitable to the project (mail, website etc.) Survey responses will be used to assist with development of the initial park concepts for public discussion.

Public Meeting #1: Scoping Meeting

- Present site analysis.
- Present survey results.
- Opportunity for community members to share their hopes, dreams & concerns for the site development .

Project Goal Setting and Concept Development

- Presentation and discussion with the Park Commission.
- Develop the initial park concept(s) that will serve as the foundation for the first public meeting. Park concepts are based on City Council goals, site analysis, survey information and feedback from community members at public meeting # 1.
- Present initial concepts and project goals to the City Council for confirmation and direction.

Public Meetings #2, #3, and #4: Developing a park concept

- Progressive meetings from broad concepts to a preferred option or options.
- State and display project goals (from goal setting above).
- Park Commission hosts the meetings. Consultant and staff facilitate the meeting.
- Prepare a press release (or other informational materials) to present to the public upon completion of Public Meeting # 3.
- Provide updates to the City Council.
- Provide updates to community members via the City website and the City newsletter.
- Identify final site option(s) to forward to City Council for review and approval.

SEPA

- Independent review by Community Development Department.
- Environmental checklist and supporting environmental information/studies completed at the earliest phase possible, when environmental impacts can be adequately identified and evaluated.
- Notice to the public for comment period on the SEPA review.
- Review comments and determine if additional environmental information is needed.
- Threshold determination issued.
- All public meetings will be open to comment related to environmental impacts.

Adoption of Master Plan

- Present to City Council along with SEPA determination.
- Public Hearing(s).
- Formal adoption of Master Plan prior to proceeding with the design contract.



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.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. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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/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: _____

By:	Date:
Print Name:	Title:

Approved as to Form
Lisa M. Marshall
City Attorney
March 30, 2021



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

EXHIBIT A
Scope of Work

DRAFT



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 <small>(Less Reimbursable Expenses and Sales Tax)</small>	\$	_____ -
Sales Tax <small>(If Applicable)</small>	\$	_____ -
<small>10.0%</small>		
Subtotal Invoice <small>(Less Reimbursable Expenses)</small>	\$	_____ -
Reimbursable Expenses:	\$	_____ -
TOTAL PAYMENT TO CONSULTANT:	\$	_____ -
Remaining Balance on Contract <small>(Does not include Reimbursable Expenses)</small>	\$	_____ -
Total Reimbursable Expenses to Date: <small>(Current Payment plus Previous Payments)</small>	\$	_____ -

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

Requesting Department: _____

Project Manager/Staff Contact: _____

Approved for Payment By: _____ **Date:** _____
(Department Director)