



## REQUEST FOR PROPOSALS (RFP)

Notice is hereby given that proposals will be received by the City of Sammamish, Washington, for:

### 2022 Surface Water Management (SWM) Rate Fee Study

File with, Public Works, 801 228<sup>th</sup> Ave SE, Sammamish, WA 98075 as follows:

Proposals received later than **2:00 PM PST on February 15th, 2022** will not be considered.

Proposals shall be submitted in PDF format via **email by 2:00 PM PST on February 15th, 2022 to:**  
[AStarsy@sammamish.us](mailto:AStarsy@sammamish.us)

ATTN: Audrie Starsy, Sammamish Public Works

Email subject line shall read: **Proposal for 2022 Sammamish Stormwater Rate Study**

Submittals received after the posted deadline will not be considered for selection. No mailed, faxed, or telephone submittals will be accepted.

Any individual or firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Individuals or firms eliminated from further consideration will be notified by email by the City as soon as practical. 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 will use the attached standard contract (see Attachment A). **By submitting an RFP response, proposing firms indicate they have read and agree with the contract terms.**

Questions about this RFP must be received no later than **February 7<sup>th</sup>, 2022 by 2:00 PM PST to:**

Audrie Starsy  
Deputy Public Works Director  
[AStarsy@sammamish.us](mailto:AStarsy@sammamish.us)

## PROJECT BACKGROUND

Surface Water Management (SWM) fees are the primary revenue source for the City's Storm and Surface Water Utility. The City plans to complete a rate study in 2022 to review revenue needed to support the City's Storm and Surface Water Utility, as well as recommend SWM fee rates. The last rate study was completed in 2018. Since the last rate study was completed, the City has:

- added stormwater infrastructure,
- completed many watershed assessments with new capital project recommendations,
- is operating under the new National Pollutant Discharge Elimination System (NPDES) Municipal Phase II Permit (2019-2024), which has many new operational requirements.

## PROJECT DESCRIPTION

Surface Water Management (SWM) fees are the primary revenue source for the City's Storm and Surface Water Utility. Since the last rate study was completed in 2018, the City's Storm and Surface Water Utility has increased its operational and capital requirements. The City plans to complete a rate study in 2022 to review revenue needed to support the City's Storm and Surface Water Utility, and to update its SWM rates. The Consultant will assist the City to review revenue requirements based on three to four (3-4) proposed levels of service for the utility's operational and capital needs, and update SWM rates for the selected level of service. The Consultant will assist the City to update its utility rates by completing the following tasks:

- **Task 1: Communications & Outreach**

The Consultant will develop an Outreach and Communication Plan for the rate study and shall include communications with City staff as well as public involvement opportunities. The Consultant will develop and facilitate project bi-weekly project meetings, manage the contract, and prepare and present briefing materials for up to three (3) City Council meetings. The City Council meetings may be study sessions or business meetings. Should virtual meetings still be in use, the City will provide the virtual platform, such as Zoom.

The Consultant shall assist the City with outreach materials as necessary, including 1-2 open houses/public engagement meetings, providing content to update the City's *Connect Sammamish* webpage.

- **Task 2: Data Collection, Review, Validation**

The Consultant shall review, analyze, and validate existing data and identify any data limitations, gaps, or issues of concern. The City shall provide existing data to the Consultant as well as projections for future operational and capital costs.

- **Task 3: Policy Evaluation**

The Consultant will research and prepare policy papers or summaries for up to three (3) topics. Each policy paper shall define and analyze the issue, present alternatives, include industry standards and regional best practices, and recommend a course of action. City staff shall provide the topics for each paper; however, likely topics may include the evaluation of

- Fiscal policies: debt management strategies, capital and operating reserves, system reinvestment funding, and other fiscal sustainability strategies for the utility.
- Rate payer maintenance credits
- Policies related to the stormwater portion of transportation project
- Implementing local improvement districts from a policy perspective

The Consultant shall meet with City staff to discuss topics, facilitate policy discussion, and discuss recommendations. Deliverables shall include a minimum of a draft and a final version of each policy paper.

**Task 4: System Development Charge Review**

The Consultant will review the current methodology and structure of stormwater System Development Charges (SDCs). The Consultant shall calculate forecasted revenues from SDCs and integrate into the financial planning analysis. The Consultant can assume that this effort may be applicable to revenue needs for up to 3-4 levels of service for the 6-year capital improvement plan.

- **Task 5: Revenue Requirement Forecast & Financial Planning**

The Consultant will update the City’s existing model to forecast revenue requirements for the utility for 10 years. Revenue requirements will be determined for 3-4 levels of service for both operational needs and capital needs. The Consultant will work with City staff to identify revenue shortfalls and calculate annual and overall adjustments needed for the utility.

The Consultant will assist the City to identify potential sources of funding, including cash reserves, varying levels of debt financing, new development fees, etc. The City seeks alternative funding strategies to fund the utility at each of the 3-4 levels of service, particularly the capital program.

The Consultant will incorporate recommendations from current and updated fiscal policy papers to provide rate impacts for ten (10) years for each of the 3-4 levels of service for the utility. The Consultant shall provide a final report, with all modeling and analysis included as attachments. The Consultant shall provide up to two (2) drafts and one (1) final version in a PDF and native electronic format.

**DELIVERABLES**

The City anticipates the following deliverables from the Consultant:

- Bi-weekly meetings, facilitated by the consultant
- Outreach and Communication Plan
- Up to 3 fiscal policy papers: One draft paper and one final paper with City staff edits included, per topic
- Presentations at up to 3 City Council meetings, including presentation preparation and outreach materials
- Technical Memorandum of final analysis: two drafts and one final paper with City staff edits included.

**PROJECT SCHEDULE**

The schedule for this project is as follows:

<b>Task</b>	<b>Time Frame</b>
Project Kick-off	March 2022
Task 1 – Communication & Outreach Plan	March 2022 – September 2022
Task 2 – Data Collection, Review, Validation	March 2022 – April 2022
Task 3 – Policy Evaluation	April - May 2022
Task 4 – Capital Facilities Charges Review	May 2022 – June 2022
Task 5 – Revenue Requirement Forecast & Financial Planning	May 2022 – August 2022
Project Close-out	October 2022

## PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Release RFP to vendors	January 25, 2022
Consultant Questions (if any)	By 2:00 PM February 7 <sup>th</sup> , 2022
Answers to RFP Questions Released	By 4:00 PM February 9 <sup>th</sup> , 2022
<b>Proposals Due</b>	<b>By 2:00 PM February 15<sup>th</sup>, 2022</b>
Finalists Selected	February 17 <sup>th</sup> , 2022
Contract Negotiation and Execution	February – March 2022
Project Kickoff	March 2022

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

## QUESTIONS

Questions related to this request for proposal must be directed via email to **Audrie Starsy, Deputy Public Works Director** at [AStarsy@sammamish.us](mailto:AStarsy@sammamish.us) by **2:00 PM PST February 7<sup>th</sup>, 2022**. Written answers to all questions submitted will be sent via addendum to all selected finalists by **February 9, 2022<sup>th</sup>**. The City reserves the discretion to group similar questions to provide a single answer. Questions via phone or in-person will not be accepted.

**BUDGET or Anticipated Consultant Fee: \$75,000.00**

## SUBMITTAL REQUIREMENTS

The deadline for proposals by interested parties is **February 15<sup>th</sup>, 2022, by 2:00PM PST (local time)**.

All submittals must be emailed as a PDF attachment to:

[AStarsy@sammamish.us](mailto:AStarsy@sammamish.us)

ATTN: Audrie Starsy, Sammamish Public Works

Email subject line shall read: **Proposal for 2022 Sammamish Stormwater Rate Study**

The City assumes no responsibility for delays caused by any delivery service, including electronic delays.

Please provide the following in your Proposal Package:

- **Cover Sheet (Page limit: One (1) page):** Firms may include an optional coversheet.
- **Cover Letter (Page limit: One (1) page):** Please submit a one-page letter of intent listing the proposed team, commitment, and availability to providing the services described in the scope of work.
- **Related Experience/Relevant Projects (Page limit: Two to three (2-3) pages):** A minimum of five (5) years demonstrated successful experience of providing rate study analysis for stormwater utilities, preferably for a city or county similar in size to the City of Sammamish, is required. Experience presenting to the public and governing bodies, specific to municipal stormwater services is desired. Describe recent (within the last five years), directly related experience. Include the name of the client, description of the work done, address and telephone number, dates of the project and the name of the project manager. At least two references should be included. For each reference indicate the

reference's name, organization, title, email address, complete mailing address and telephone number.

- **Project Approach (Page limit: Four to five (4-5) pages, excluding resumes):**
  1. Methodology: This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks.
  2. Work Plan: Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents.
  3. Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines and assumptions for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.

All costs for developing submittals in response to this RFP 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 published close date, provided notification is received in writing to the Project Manager listed on this RFP. The City reserves the right to contact any organizations or individuals listed.

Submittals cannot be withdrawn after the published close date.

**EVALUATION CRITERIA**

Submittals will be evaluated and ranked based on the criteria listed below.

40 Points max	Quality of previous performance (related experience and relevant projects)
20 Points max	Methodology
20 Points max	Work Plan
20 Points max	Project Schedule
100 Points Possible	Total Points

The City reserves the right to ask for additional or clarifying information from one or more candidate firms.

**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 the listed evaluation criteria (receives the highest score) as determined by the City's selection committee. The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and refine their fee. Upon selection of a Consultant, the City intends to enter into an agreement using its standard Agreement for Services, which shall be used to secure these services.

The proposals will be the basis from which interested individuals or firms will be selected. The City will determine the most qualified individual or firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected individual or firm.

The City will use the attached standard contract (see Attachment A). **By submitting an RFP response, proposing firms indicate they have read and agree with the contract terms.**

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION**

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

**TITLE VI STATEMENT**

The City of Sammamish, in accordance with 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 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.



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

**AGREEMENT FOR SERVICES**

	Yes	No	
Insurance Required	<input type="checkbox"/>	<input type="checkbox"/>	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:

Amount Not to exceed:

**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 rates set forth on Exhibit "A".

3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, [ap@sammamish.us](mailto:ap@sammamish.us) and [@sammamish.us](mailto:@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.

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.

#### **G. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

#### **H. 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.

#### **I. 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.

#### **J. 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.

#### **K. 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. Duration.** This contract starts **DATE** and runs through **DATE**.

**7. 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.

**8. 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.

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

**Pertinent Non-Discrimination Authorities:**

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

- 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

9.1 Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

9.2 Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

9.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

9.4 Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

- 10. 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.
- 11. 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.
- 12. 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>."
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.

**19. Record Keeping and Reporting.**

18.1 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](#)

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

**20. 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.

**21. 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>."

**22. 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.**

Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given three (3) days after the date of the postmark. Notices shall be delivered or mailed to the following:

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

City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone number: (425) 295-0500

Project Manager:

Email:

Notices to the Contractor 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.**

CONTRACT NUMBER

**CITY OF SAMMAMISH, WASHINGTON**

**Dave Rudat**  
By (Print Name): \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**City Manager**  
Title

COMPANY: \_\_\_\_\_

\_\_\_\_\_  
By (Print Name):

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

For Office Use Only



Received by:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

Received by:

\_\_\_\_\_  
Contract Administrator

\_\_\_\_\_  
Date

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





801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075  
Phone: 425-295-0500 • Fax: 425-295-0600  
[www.sammamish.us](http://www.sammamish.us)

EXHIBIT A  
**SCOPE OF WORK**