

REQUEST FOR QUALIFICATIONS (RFQ)

for

Fish Passage Barrier Assessment

The City of Sammamish (City) Public Works Department is soliciting interest and qualifications from consultants to create an inventory of fish passage barriers within the City of Sammamish and to prepare a barrier prioritization study for correction of those barriers.

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

Project Background

The City of Sammamish is seeking to locate, assess, and prioritize fish passage barriers within the City. The removal of barriers to fish passage is of great importance, barriers block access to critical habitat for local endangered species that are vital to the area’s ecosystem. Migratory fish species are restricted from accessing upstream, potentially beneficial habitat due to undersized culverts and structural features that affect flow speed and channel elevation.

By creating a comprehensive list of city-owned fish passage barriers, and prioritizing corrections to those barriers, the City will be able to plan future fish passage barrier corrections to systematically increase beneficial habitat for priority fish species with available funding. This plan will enable the City to optimize funding strategies to maximize fish recovery effects to pursue the City’s goal to promote the recovery of Lake Sammamish kokanee and other threatened or endangered salmonids (2016 Storm and Surface Water Management Comprehensive Plan).

The removal of fish barriers is also a state and nationwide priority, with funds and grant programs available to organizations to implement these projects. Completing a prioritized inventory and creating conceptual designs to act on may provide the City a better chance of receiving funding.

Project Description

This project pursues Action G.4.2.A of the 2016 Storm and Surface Water Management Comprehensive Plan and intends to inventory and prioritize fish passage barriers for repair and replacement to support salmon recovery.

Procurement Schedule

The procurement schedule for this project is as follows*:

Schedule of Events	Date	Notes
Publish Notice in Daily Journal of Commerce and Seattle Times Washington State Office of Minority and Women's Business Enterprises website	8/20/24 AND 8/27/2024	
Deadline for questions	8/27/2024, 2 PM (PDT)	Submit to City Project Manager by e-mail only
City response to questions	9/3/24, 4 PM (PDT)	Questions and responses posted on project website
Proposals due	9/10/24, 2 PM (PDT)	
Notify short-listed firms	9/16/24, 4 PM (PDT)	
Interview short-listed firms	9/30/24	
Select successful consultant	10/7/24	
Complete contract negotiations	10/28/24	
Contract Award	12/3/24	
Anticipated project start	12/19/24	
Assessment completion	September 2025	

*These dates may be subject to change. Refer to the project webpage at <https://www.sammamish.us/business/bidding/>

MINIMUM QUALIFICATIONS

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

- The Consultant must have demonstrated professional fisheries and aquatic science expertise and at least five (5) years' experience in stream channel design, analysis of reach-scale stream geomorphology, habitat restoration, fish passage design, permitting, public outreach, and culvert repair and replacement, planning, design, engineering and accurate cost and schedule estimating in an urbanized environment.
- The Consultant must have previous experience using the Washington Department of Fish & Wildlife (WDFW) Fish Passage Inventory, Assessment, and Prioritization Manual to assess sites for fish passage barrier status and to prioritize barriers for correction.
- The Consultant must have a minimum of two (2) years of demonstrated successful experience in providing stormwater planning and engineering, preferably for a community similar in size to Sammamish.

QUESTIONS/INQUIRIES

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

SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

All firms, including WMBE, are encouraged to submit proposals.

Please submit one (1) digital copy of the proposal in PDF format via email to the project manager listed below.

- Proposals received later than the proposal due date listed under Procurement Schedule will not be considered.
- Email subject line shall read: **Fish Passage Barrier Assessment Project**
- Email attachments shall be limited to 20 MB. If multiple emails are necessary to transmit a proposal, indicate "Part 1 of 2" or other appropriate comments in the subject line.

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

Any individual or firm failing to submit information in accordance with the procedures set forth in this RFQ 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 via email by the City as soon as practical. The final decision is at 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 Exhibit C). By submitting a response, proposing firms indicate they have read and agree with the contract terms.

Project Manager: Helena Gubbels

Email Address: hgubbels@sammamish.us

All questions will be posted on the City's project webpage at:
<https://www.sammamish.us/business/bidding/>

It is the responsibility of individual firms to check this website for any amendments to this request.

Proposal Content

Consultants' proposals shall total no more than 12 pages. The required cover letter and any staff resumés appended to the proposal *WILL NOT* be included in the page count. Consultants shall organize their proposal such that their qualifications are presented consistent with the following outline:

1. Cover Letter

Include a letter of intent listing the proposed team and commitment to providing the services described in the scope of work. A duly authorized officer, employee, or agent of the consulting firm must sign the cover letter.

2. Consultant Team Structure

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

3. Firm Qualifications and Experience

The Consultant will be evaluated on the team's qualifications, general background, experience, and ability to accomplish the stated Scope of Services. Please provide a summary of the background and experience of the firm relative to the Scope of Services. Include three (3) similar municipal projects on which the team has worked together with the location, estimated and final costs, short project description, start and

completion dates, client name and phone number, a description of the team's responsibility on the project, and the specific roles of the key individuals proposed for this project.

4. Key Personnel Qualifications and Experience

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

5. Project Approach

Describe the approach and options for project management, public outreach, data and information collection, task prioritization, and hydraulic and/or hydrologic modeling approaches, to ensure a successful plan. Describe the activities and decisions that would most likely be on the critical path, and what expectations of City staff needed to keep the project on schedule.

6. Past Performance/References

Provide three recent references who can verify firm's performance on similar projects. This can include the three projects listed in Item 3 above. For each reference, list client name, mailing address, telephone number, email address, and the project scope of work your firm completed. References must be able to provide feedback concerning the performance of the proposed Project Manager.

7. Quality Control, Project Management and Product Delivery

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

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 the 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 Project Manager listed on this RFQ. Submittals cannot be withdrawn after the published close date.

Consultant Evaluation Criteria

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

Criteria	Maximum Points
Qualifications and availability of the Project Manager and key staff demonstrated by similar project work	30
Clearly articulated approach to deliver a high-quality product on schedule and budget	30
Team's working relationships and/or relevance to teaming on this project	15
Experience with public outreach and stakeholder management	15
References	10
Total	100

The City may request Consultants provide additional or clarifying information.

Consultant Selection and Award

The City intends to interview up to three Consultants that provide a proposal that best meets the listed evaluation criteria (receives the highest score) as determined by the City's selection committee. The three top-ranked firms will be contacted to schedule interviews during the time frame identified. Firms will be advised of the interview process including the presentation, question/answer format, and scoring criteria.

Interview scores, as determined by the City's selection committee, will serve as the sole basis for determining the top-ranked firm and selecting the Consultant for this project. The top-ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and fee proposal. 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.

Other Considerations

Americans with Disabilities Act (ADA) Information

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

Title VI Standard Assurances

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.

Diversity, Equity, Inclusion, and Belonging

To support the City’s Diversity, Equity, Inclusion, and Belonging (“DEIB”) efforts, additional points will be awarded in RFQ scoring for Minority and Women’s Business Enterprises (“MWBE”); [Office of Minority and Women's Business Enterprises | \(wa.gov\)](#). To receive an additional 3 points, the business or organization must be registered as a Minority or Women’s Business Enterprise with Washington State before the RFQ due date.

PUBLICATION

On the date indicated above, this RFQ will be posted on the City’s website.

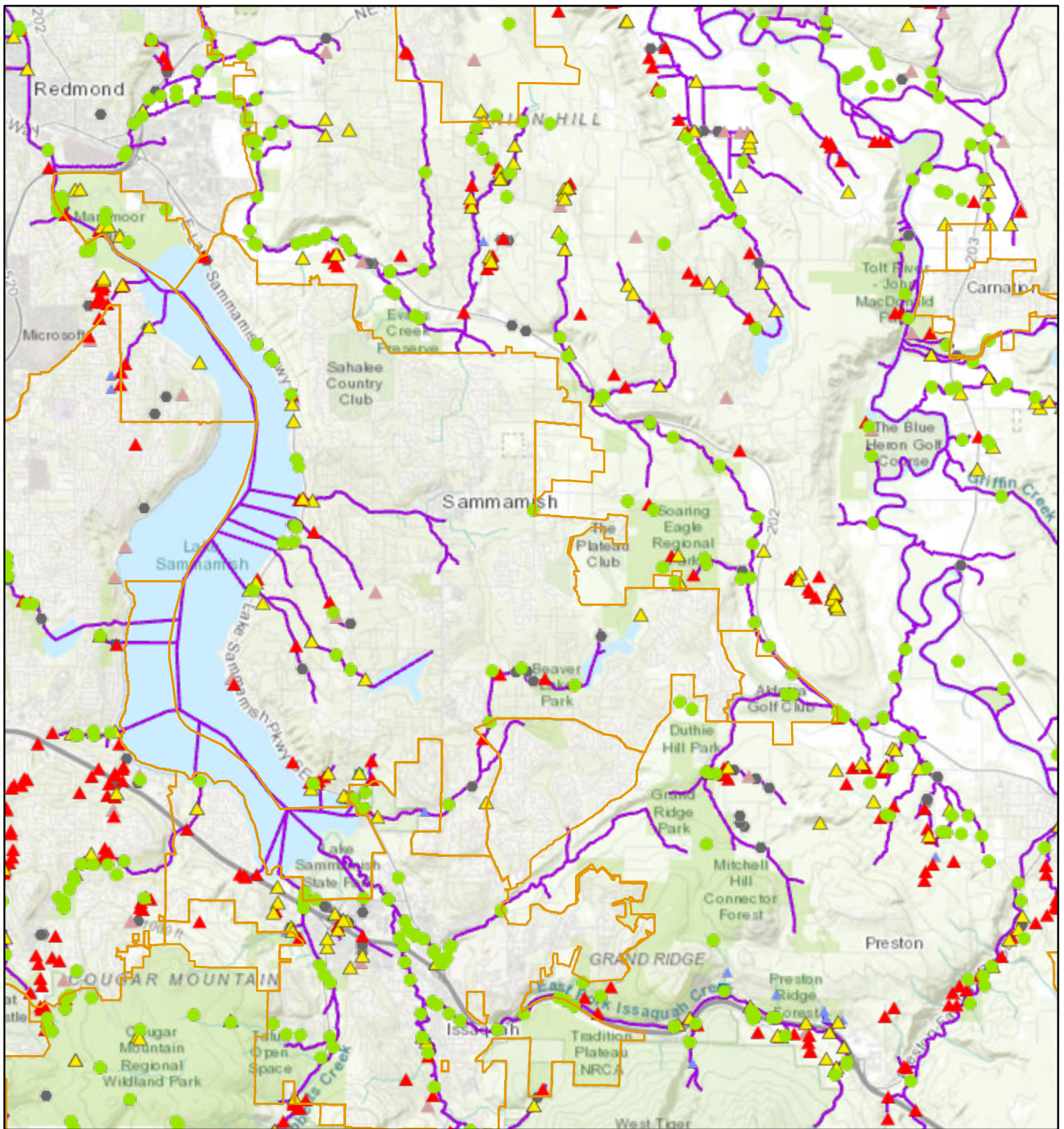
Exhibit A: Vicinity Map

Exhibit B: Preliminary Scope of Services

Exhibit C: Sample Agreement for Services

Exhibit A: Vicinity Map

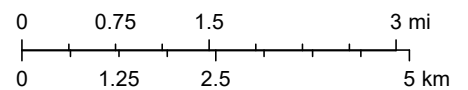
Fish Passage in the City of Sammamish



8/7/2024, 8:22:19 AM

1:144,448

- City Boundaries
- ▲ Total Fish Passage Blockage
- Unknown
- ▲ Partial Fish Passage Blockage
- ▲ Natural Barrier - Verified
- Not a barrier
- Diversion
- Fish Distribution
- ▲ Barrier, Unknown Percent Passable



Restoration Division of the DFW Habitat Program, Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS, WDFW

Exhibit B: Preliminary Scope of Services

The Scope of Services will be drafted and finalized during contract negotiations with the selected Consultant. In general terms, Consultants should anticipate that the services will encompass the following elements:

TASK 100: PROJECT MANAGEMENT

Subtask 101 – Project Administration/Management

This task is provided to encompass the work required to provide the project manager oversight for maintaining budget and schedule compliance. This will be accomplished through the coordination of staffing and project requirements between the project manager and the project team. Monthly invoices and work descriptions will be provided for the tracking of costs and early recognition of scope or contract changes. Included in this task is a biweekly, 30 minute coordination and progress meeting with City staff. The consultant will prepare an agenda of meeting topics and submit it to the City in advance of the meeting date. The consultant will also conduct the meeting and prepare and distribute the minutes of the meeting. The number of meetings and timing are assumed based on the City's schedule.

Subtask 102 – Quality Assurance/Quality Control

In this task the specific additions, deletions, and revisions to draft documents will be coordinated with the project team, City staff, and reviewed by the project principal. The purpose of this task is to ensure a high quality level throughout the project.

TASK 200: PUBLIC OUTREACH

The objective of this task is to communicate with the public and stakeholders about this project, obtain their feedback and incorporate their comments as appropriate.

Subtask 201 – The Consultant will develop informational posters and other material for Open Houses and provide a summary of each event. The Consultant will assist with advertising the meetings through social media and other avenues as needed. They will explain the basic strategy behind the scoring in the 2019 WDFW Fish Passage Inventory, Assessment, and Prioritization Manual and discuss similar efforts in the region such as the King County Fish Passage Restoration Program.

Subtask 202 – The Consultant will participate in up to two stakeholder meetings with City identified stakeholders. One of these meetings will occur at the beginning of the project to understand parameter priorities for scoring; and the other meeting will occur at 90% completion of the project to preview the scoring distribution and adjust as necessary based on stakeholder feedback.

Subtask 203 – The Consultant will participate in up to two City Council meetings. One of these meetings will occur at 90% completion of the project and the other will occur during adoption of the Fish Passage Assessment and Prioritization Report.

Subtask 204 – The Consultant will devise a strategy to collect information about fish passage barrier sites located on private property during and after the conclusion of this project. Information about private sites will be collected to better define the existing barrier distribution and to understand opportunities and obstacles to improving salmon access to important habitat.

Assumptions

- City staff will provide logistical support for the Open Houses and stakeholder meetings by reserving the room and advertising the event.
- City project manager will coordinate with the Consultant and City communications team for posting project updates and social media posts for City websites.
- City templates will be provided for use in PowerPoint presentations.

Deliverable(s):

1. Social media and City website notices for open house events.
2. For each Open House, up to 3 displays and roll-out project map, Power Point presentation, and handouts.
3. For each Open House, a summary memo.
4. For each stakeholder and Council meeting, agenda, roll-out project map, and handouts.
5. For each stakeholder and Council meeting, a summary memo.
6. Draft and Final 90% Project Completion Presentation (see Subtask 404)

TASK 300: INVENTORY AND FIELD REVIEW

The objective of this task is to review existing fish passage barrier inventories to document sites for assessment. The inventory process will follow the general procedures for barrier identification outlined in the 2019 WDFW Fish Passage Inventory, Assessment, and Prioritization Manual, however the inventory and assessments will focus on city-owned barriers and be conducted via GIS or via City owned right-of-way to the maximum extent possible. Private sites will be documented based on the outreach strategy; however no field visits to private sites are anticipated. The inventory will therefore include previously mapped and unmapped city-owned sites to be analyzed for barrier status and scoring; and private sites included in the inventory for review will contribute to understanding barrier distribution and will negatively weight the score of barriers assessed upstream, similar to the scoring protocol for barriers assessed upstream of natural barriers.

Subtask 301 –The consultant will create a plan to break down the necessary tasks to inventory sites, assess barriers, and score barriers. The consultant will create a protocol and schedule for field-verifying barrier status and data related to scoring if determined necessary. This will include verifying that access is available or otherwise notifying the City if access must be requested ahead of field visits.

Subtask 302 – The Consultant will review the Washington Department of Fish and Wildlife’s Fish Passage and Diversion Screening Inventory Database.to determine the sites of previously mapped fish passage barriers. Any sites where a city-owned road crosses a fish bearing stream without an existing barrier status in WDFW’s map will be flagged to be identified by the consultant and analyzed for barrier status. The location of natural barriers will be verified via GIS. The consultant will engage with WDFW, the City of Sammamish, and King County for additional information on the barriers already mapped and any new barriers that have not been mapped. GIS-based and remote resources will be used to approximate most prioritization index inputs.

Assumptions

- The City will assist in acquiring access from adjacent property owners where exploration beyond the right-of-way is necessary, although this should be avoided the maximum extent possible.

Deliverable(s):

1. Inventory, Assessment, and Review Plan
2. Field Review Protocol

TASK 400: ASSESSMENT AND PRIORITIZATION SCORING

The objective of this task is to assign weighted, normalized values to each identified barrier. This task includes preparation of documentation at 90% completion of the inventory assessments, including draft concepts for barrier removal.

Subtask 401 – The Consultant will perform field visits to sites that were identified during inventory review. The consultant will perform a Level A and B analysis at each site according the 2019 WDFW Fish Passage Inventory, Assessment, and Prioritization Manual and they will note any sites which require site-specific assessments by engineers to provide barrier status and severity.

Subtask 402 – The Consultant will assign values to environmental, community-based, and constructability parameters used for scoring. Scoring will incorporate the procedures in the 2019 WDFW Fish Passage Inventory, Assessment, and Prioritization Manual,

however weighting, normalization, and makeup of the parameter values will be informed by City and community priorities, goals, and planning and by the potential benefit to priority species.

Subtask 403 – The Consultant will evaluate and score each fish passage barrier and will identify the highest priority barriers to be removed. They will also identify potential culvert capital improvements at related fish passage barrier sites. The consultant will identify any sites where opportunities exist for cross-jurisdiction cooperation to remove multiple barriers.

Subtask 404 – The Consultant will draft the 90% Inventory Completion Report for the project, describing the meetings held thus far, the barrier inventory and assessment process, the prioritization scoring methodology, any complications in the project, and remaining work to be done. The report will be accompanied by a presentation to City Council after 90% completion of the project (see Task 200). The Consultant will provide conceptual designs for projects, including planning-level estimating, predicted construction conflicts, and a basic description of the culvert characteristics for scoring. The Consultant will identify the number of barrier correction projects necessary to restore passage to target milestones of blocked habitat. For example, one target milestone may be the number of barrier correction projects necessary to restore at least 50% of blocked habitat. The milestones will be identified by 90% completion of the project based on discussions with City staff. The Consultant will also:

- Explain the strategy behind scoring and summarize the stakeholder feedback used to weight and normalize scores
- Note which sites remain to be assessed or scored.

Subtask 405 – The Consultant will work with City IT/GIS personnel to create a fish passage inventory database which can be integrated into CityWorks. The inventory will be connected to a GIS-based map, which will allow users to observe barrier locations, associated parameters and scoring. The consultant will draft the work plan for updating the city’s inventory, assigning ownership and drafting protocols for updating the inventory. The barrier inventory may require updates as new barriers are identified, barriers are corrected, or the maximum upstream extent of potential habitat otherwise changes. The information in the City’s inventory will be conveyed to WDFW for integration into the Washington State Fish Passage Map at the conclusion of the project.

Deliverable(s):

1. Draft and Final 90% Inventory Completion Report
2. GIS Inventory Beta
3. Draft Conceptual Designs

TASK 500: FINAL PRIORITIZATION REPORT

The objective of this task is to prepare a final report after all field visits are concluded and all barriers have been scored or otherwise flagged due to a data gap in the inventory. The Consultant will present their findings and recommendations at the end of the project via a report and presentation to the Sammamish City Council. The Consultant will:

- Reiterate the strategy behind scoring, summarize the stakeholder feedback used to weight and normalize scores, and summarize the final scoring including any data gaps. The final scoring summary will highlight “hotspots,” including barrier clusters and top-ranking barriers.
- Provide a summary of project data sources, a description of the local watershed, and any notes on the diversity of sizes and configurations of different barriers
- Finalize their barrier conceptual designs for the top ten (10) highest-priority projects. Final high and low estimates for barrier correction program costs will be based on the number of barriers to be removed and the planning-level estimates associated with each conceptual design.
- Highlight successful City projects thus far, their primary cost drivers, and their projected and observed impacts.
- Provide a high-level summary table of City of Sammamish plans, policies, standards, and regulations affecting salmon habitat and restoration, their relationship to fish passage projects, and recommended updates and revisions where appropriate to address adverse policy interactions.
- Identify programmatic approaches that can be implemented at the City level to accelerate remedies for fish passage barriers and recommend opportunities to collaborate with other barrier owners and obtain funding to open larger stream reaches with high quality fish spawning habitat, noting specific sites for collaboration.

Deliverable(s):

1. Draft and Final Prioritization Report
2. Final Conceptual Designs and Cost Estimates
3. Final GIS Inventory

Exhibit C: Sample Agreement for Services



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

**AGREEMENT FOR SERVICES
PROFESSIONAL SERVICES CONSULTANT**

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 (hereinafter referred to as "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
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 written 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 Consultants 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 Contractor'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 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. Title VI Compliance.
(Appendix A – Title VI Assurances)**

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:

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.

7.5 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.

7.6 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.

(Appendix E – Title VI Assurances)

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).

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.

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.

21. 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>.

22. 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:

Cell Number:

Email:

By signing below, you agree to all the terms and conditions herein.

CITY OF SAMMAMISH, WASHINGTON

By (Print Name):

Date

Signature

Title

COMPANY:

By (Print Name):

Date

Signature

Title

For Office Use Only

Received by:

City Clerk

Date

Received by:

Contract Administrator

Date

BARS #



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

EXHIBIT A
Scope of Work

CONTRACT NUMBER



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)