



## AGENDA

### City Council Study Session

6:30 PM - Tuesday, September 10, 2019

City Hall Council Chambers, Sammamish, WA

Page		Estimated Time
	<b>CALL TO ORDER</b>	6:30 pm
	<b>PUBLIC COMMENT</b>	
	<p><i>Note: This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at <a href="mailto:manderson@sammamish.us">manderson@sammamish.us</a>. Please be aware that Council meetings are videotaped and available to the public.</i></p>	
	<b>TOPICS</b>	7:00 pm
	1. <b>Discussion:</b> East King County Census Committee Representation	
3 - 10	2. <b>Discussion:</b> GMPC VISION 2050 Comment Letter <a href="#">View Agenda Item</a>	
11 - 25	3. <b>Discussion:</b> Audit of Traffic Concurrency Models - Draft Scope of Work <a href="#">View Agenda Item</a>	
	<b>EXECUTIVE SESSION – IF NECESSARY</b>	
	<b>ADJOURNMENT</b>	10:00 pm

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone

(425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

# Agenda Bill

City Council Study Session  
September 10, 2019



<b>SUBJECT:</b>	GMPC VISION 2050 Comment Letter		
<b>DATE SUBMITTED:</b>	September 03, 2019		
<b>DEPARTMENT:</b>	Council		
<b>NEEDED FROM COUNCIL:</b>	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Discuss GMPC's VISION 2050 Comment Letter and provide feedback to the Mayor in preparation for the September 11 PIC meeting.		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - GMPC VISION 2050 Comment Letter</a>		
<b>BUDGET:</b>			
Total dollar amount		<input type="checkbox"/>	<b>Approved in budget</b>
Fund(s)		<input type="checkbox"/>	<b>Budget reallocation required</b>
		<input checked="" type="checkbox"/>	<b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>			
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

## KEY FACTS AND INFORMATION SUMMARY:

### Summary

The Growth Management Planning Council (GMPC) is requesting feedback from member jurisdictions on its draft VISION 2050 Comment Letter (Exhibit 1). Tonight's meeting will allow the Council to discuss their thoughts on the letter and formulate feedback, which the Mayor will convey to the Public Issues Committee (PIC) on September 11, 2019.

### Timeline

- September 11, 2019: PIC discusses draft letter and provides feedback to GMPC.
- September 13, 2019: GMPC finalizes letter and submits to PSRC.
- September 16, 2019: VISION 2050 comment period closes.

**Background**

During the July GMPC meeting, members discussed potential themes for a comment letter to PSRC on VISION 2050. The resulting draft letter (Exhibit 1) provides overall support for the [draft VISION 2050 plan](#) while highlighting areas of emphasis for the plan – many of which reflect areas where King County cities have been doing well but where more action could be taken or better coordinated regionally. In addition, the letter includes an emphasis on implementation at the city and county level and the need to address constraints on funding necessary for planning and infrastructure (including schools) if the plan is to become reality.

The letter does not offer specific proposed changes to language in the draft plan. Instead, it highlights areas of emphasis for PSRC to consider and respond to as board members finalize the plan.

**Draft dated 8/26/19**

September 16, 2019

Councilmember Ryan Mello  
Chair, Growth Management Policy Board  
Puget Sound Regional Council  
1011 Western Avenue, Suite 500  
Seattle, WA 98104-1035

Dear Councilmember Mello:

King County continues to successfully implement VISION 2040. King County has created vibrant urban centers, protected natural resource lands and rural areas, and directed public investments supporting efficient use of land by focusing the majority of growth into cities and the Urban Growth Area.

King County intends to stay on this path with VISION 2050. The county and its cities support the plan's common planning framework because it envisions a sustainable, equitable future for all our residents. The rest of the central Puget Sound region must continue this foundational work.

However, the county's success in growth management has not come without challenges. Our ability to continue on this path and to implement VISION 2050 will determine its long-term success. Local governments face financial challenges that may impede their capacity to fully implement VISION 2050. The funding structure of local governments at both the municipal and county levels must be addressed to make VISION 2050 a reality while preventing deepening racial and social inequities.

King County is overall very supportive of the Draft VISION 2050 Plan as it successfully addresses the challenges of accommodating another 1.8 million people while guiding the region to a more sustainable and equitable future. VISION 2050 can be further strengthened to adapt to a rapidly changing region as noted below.

***The growth pattern should maintain the integrity of the Urban Growth Area and prioritize cities and centers for accommodating growth.***

Guided by the state Growth Management Act, King County and the cities have for the past 25 years accommodated nearly all new housing and jobs in cities and designated centers within the Urban Growth Area. This is a pattern that can be achieved regionally as the region builds out its high-capacity transit system.

Councilmember Mello  
 September 16, 2019  
 Page 2

Draft VISION 2050 Plan policies and actions significantly advance this approach to managing growth. The Transit Focused Growth alternative anticipates the best environmental outcomes across a range of areas including health, climate change, housing, and transportation if displacement risk for communities most in need is addressed. The additional policy proposals below emphasize the plan's approaches for concentrating new development, providing for locally-tailored growth targets and implementation, and discouraging growth in rural areas not served by transit:

*Additional Growth Pattern Policy Proposals:*

- The adopted Regional Growth Strategy should mirror the Transit Focused Growth alternative in all four counties by reducing allocated population growth in rural and unincorporated urban areas lacking high capacity transit; in areas where residential development results in significant negative impacts to transportation and the environment; and in areas where such growth would increase pressure on the existing UGA boundary;
- Include strong support for tools that can encourage housing and employment growth consistent with the Regional Growth Strategy. These tools include transfer or purchase of development rights, infrastructure policies, land use regulations, and economic incentives;
- Provide for countywide processes to set locally tailored growth targets that are consistent with the Regional Growth Strategy in VISION 2050 and coordinated across the region; and
- Land use plans should take into account impacts on other public systems, including infrastructure and school capacity, and be coordinated with policies that support concurrent investments to meet the needs of growing communities.

*VISION 2050 should advance racial and social equity outcomes as a cornerstone principle of the plan.*

Achieving VISION 2050 depends on continuing to dismantle inequitable land use patterns that constrain quality of life for communities of color, Native and Indigenous peoples, low-income households, and immigrants and refugees. Policies and implementation strategies should be rooted in achieving equitable health, housing, economic, and environmental outcomes for all residents. Equity issues are also addressed in the housing, climate change, and hazards themes further in the letter.

Draft VISION 2050 Plan policies and actions are positioned to significantly advance this issue. The proposal to develop the Regional Equity Strategy, as called-for in RC-Action-3, is a start to moving the region to a more equitable future. The policy proposals below emphasize the plan's approaches to

Councilmember Mello  
 September 16, 2019  
 Page 3

acknowledging ancestral lands, creating opportunities, reducing disparities, and mitigating displacement:

*Additional Equity Policy Proposals:*

- Ensure that communities and places most negatively impacted by racial and social inequities hold power and meaningfully influence regional policies and plans that integrate their perspectives, concerns, solutions and values to drive progress on racial and social equity;
- Continue to work on displacement risk and opportunity mapping; monitor, assess and promote strategies for community stabilization and neighborhood business retention;
- Conduct and make widely available for jurisdictional use, a baseline assessment of distributional equity at region-wide, countywide, and municipal scales that includes how equitably opportunities and burdens are distributed and contribute to equitable social, economic, health, and environmental outcomes;
- Establish a monitoring program to measure progress toward racial and social disparity reduction; and
- Develop an equity impact tool for evaluating PSRC board and work decisions.

*VISION 2050 should allow for a variety of housing types while addressing housing affordability for all residents, especially for those in the lowest income categories.*

Increased attention on affordable housing and housing diversity is a crucial part of achieving inclusive growth. Intentional action on housing affordability is necessary to ensure that people are not pushed out of the region as housing prices continue to rise.

Draft VISION 2050 Plan policies and actions significantly enhance the approach to this issue. The additional policy proposals below will emphasize the plan's focus on low- and very-low-income households, preserving long-term affordable housing options, reducing households' cost burden, and supporting interjurisdictional cooperation:

*Additional Housing Policy Proposals:*

- Ensure equitable housing accessibility to jobs matches anticipated wages. Jurisdictions should be encouraged to consider expected incomes from current and future jobs as they conduct housing planning activities;
- The Regional Growth Strategy should quantify the need for affordable housing that will eliminate cost burden and racial disproportionality in cost burden for all economic segments of the population, including those earning at or below 80 percent of Area Median Income throughout the region. This

Councilmember Mello  
 September 16, 2019  
 Page 4

will provide necessary structure and focus to regional affordable housing discussions; and

- King County invites PSRC to work with the King County Growth Management Planning Council's newly-launched Affordable Housing Committee in implementing Regional Housing Strategy H-A-1. This countywide advisory body recommends actions and assesses progress toward implementation of the countywide Regional Affordable Housing Task Force Five-Year Action Plan. The Committee provides coordination and accountability for affordable housing efforts across King County.

*VISION 2050 should reduce greenhouse gas emissions, address hazard mitigation, and promote regional open space.*

*Climate change* is a paramount challenge. It has far-reaching consequences for our communities, in particular our most vulnerable populations, including higher temperatures, rising seas, decreasing mountain snowpack, and less streamflow during summer months.

Draft VISION 2050 Plan policies and actions move us toward meeting our climate change goals and significantly increase the focus on climate change, emphasized by the new chapter. These additional policy proposals below will emphasize the collaborative work of King County, its fifteen partners representing more than 1.6 million residents, and the Port of Seattle, in the King County-Cities Climate Collaboration (K4C) to coordinate and enhance effective local government climate and sustainability action:

*Additional Climate Policy Proposals:*

- Specify numeric goals for reduction of emissions of greenhouse gases in the climate change goal statement by using the adopted targets of the Puget Sound Clean Air Agency;
- Address the impacts of climate change on sea-level-rise, with its costly consequences for marine shoreline communities and counties;
- Acknowledge that the right land use pattern and the built environment approach can be major factors in addressing climate change as both mitigation and adaptation strategies;
- Expand the Four-Part Greenhouse Gas Strategy, as called-for in CC-Action-1, to include the emissions footprint associated with energy use by residential and commercial buildings, supporting infrastructure, and public facilities;
- Aggressively implement the Four-Part Greenhouse Gas Strategy to ensure these actions are incorporated into all regional plans;
- Expand CC-Action-3 to include more than greenhouse gas emissions from the transportation sector and encompass the built environment comprehensively; and

Councilmember Mello  
 September 16, 2019  
 Page 5

- Incorporate policies and activities related to climate preparedness that reduce climate change impacts on cities and counties, especially for those whose risk and vulnerability is greatest.

*Hazard mitigation* is an important regional issue that should receive greater consideration in VISION 2050. Natural hazards do not respect jurisdictional boundaries and have the potential to greatly affect the region.

Draft VISION 2050 Plan policies and actions significantly enhance the approach to this issue. The additional policy proposals below will emphasize the Draft Plan's focus on long-term resilience to natural hazards including earthquakes; reducing vulnerabilities and prioritizing investments for residents who are most vulnerable; and engaging in regional resilience planning:

*Additional Hazards Policy Proposals:*

- Identify the need for investment in building a base level of resilience throughout the region, including investments in reducing risks to buildings and public infrastructure, especially for those whose vulnerability is most acute; and
- Ensure that the built environment, both new and existing, across the region is resilient to natural hazards, particularly earthquakes and flooding.

*Open space* is well addressed in the Draft VISION 2050 Plan, identifying, preserving and enhancing regional open space networks. These additional policy proposals below will emphasize implementation of the Regional Open Space Network and Conservation Plan:

*Additional Open Space Policy Proposals:*

- Encourage the acceleration of open space protection and creation by local governments, prioritizing areas with higher racial and social inequities, in light of the rapid growth expected in the region. This will save significant funding over the long term and ensure that the region's most vital conservation lands are protected before they are lost to development or priced out of reach to local governments; and
- Add an action directed at local governments stating that counties and cities should work together to develop a 30-year funding strategy and action plan. King County is now working on this approach with the recent passage of the Parks and Open Space levy, accelerating the pace of open space protection in the Regional Open Space Conservation Plan.

*VISION 2050 should address the financial constraints facing counties and municipalities implementing VISION 2050.*

Councilmember Mello  
September 16, 2019  
Page 6

King County's successful growth management implementation has come with fiscal challenges. Current revenue sources to implement VISION 2050 are insufficient to support necessary planning efforts and infrastructure improvements and preservation across all jurisdictions. The ability to have a stable funding source for the rural area and primarily residential communities has been compromised. Annexations and incorporations along with limited funding sources have led to inequitable impacts to communities as well as financial concerns for both the county and cities.

Draft VISION 2050 Plan policies and actions increase focus on the financing challenges facing local governments. These additional policy proposals below will emphasize the Draft Plan's approaches to funding regional growth and manufacturing/industrial centers; directing subregional funding; aligning housing funding with centers; exploring new funding for planning to implement the Regional Growth Strategy and for infrastructure improvements and services; and joint planning for urban unincorporated areas:

*Additional Public Financing Policy Proposals:*

- Consider a new policy calling for support for local and regional efforts to develop state legislation to provide new fiscal tools to support local and regional planning and to support infrastructure improvements and services;
- Add state funding mechanisms to the sources of funding to explore for achieving the regional vision and implementing the Growth Management Act;
- Provide a policy basis for regional collaboration to work with the Washington State Legislature to secure additional annexation and incorporation funding;
- Modify RC-Action-5 to include funding for local and regional implementation planning and adding schools to the list of areas needing funding;
- Modify DP-Action-6 to add that PSRC will support local and regional efforts to develop state legislation to remove barriers that hinder progress for annexation and incorporation.

## Agenda Bill

City Council Study Session  
September 10, 2019



<b>SUBJECT:</b>	Audit of Traffic Concurrency Models - draft Scope of Work		
<b>DATE SUBMITTED:</b>	September 04, 2019		
<b>DEPARTMENT:</b>	Public Works		
<b>NEEDED FROM COUNCIL:</b>	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Review and provide feedback on the draft scope of work to audit the City's traffic concurrency models.		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Traffic Model Audit Scope of Work - Draft</a>		
<b>BUDGET:</b>			
Total dollar amount	<\$50,000	<input type="checkbox"/>	<b>Approved in budget</b>
Fund(s)	101-000-544-40-41-06	<input checked="" type="checkbox"/>	<b>Budget reallocation required</b>
		<input type="checkbox"/>	<b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>			
<input checked="" type="checkbox"/>  Transportation	<input type="checkbox"/>  Community Safety		
<input type="checkbox"/>  Communication & Engagement	<input type="checkbox"/>  Community Livability		
<input type="checkbox"/>  High Performing Government	<input type="checkbox"/>  Culture & Recreation		
<input type="checkbox"/>  Environmental Health & Protection	<input type="checkbox"/>  Financial Sustainability		

### NEEDED FROM COUNCIL:

The Council will review and provide feedback on the draft scope of work to audit the City's traffic concurrency models.

### KEY FACTS AND INFORMATION SUMMARY:

At the August 20th special meeting, Council directed the City Manager to "Do an independent audit to look at the inputs of the model and the assumptions made.". A report will be brought back to the Council. Staff requests Council's input on the attached draft scope of work which describes the tasks and deliverables to be completed.

### FINANCIAL IMPACT:

Additional budget will needed to be allocated to fund this project. We anticipate the final cost estimate to be well within the City Manager's signing authority.

**OTHER ALTERNATIVES CONSIDERED:**

None, as this implements Council's direction.



**CITY OF SAMMAMISH  
REQUEST FOR QUALIFICATIONS  
AUDIT OF TRAFFIC CONCURRENCY MODELS - DRAFT**

The City of Sammamish (City) is soliciting interest and qualifications from Consultants to perform an audit of its traffic concurrency models. The City reserves the right to amend terms of this Request for Qualifications (RFQ) or to withdraw it at any time.

**PRELIMINARY SCOPE OF SERVICES**

The City is seeking Consultant assistance to conduct an audit of its traffic concurrency models which include VISUM, Synchro, and SIDRA. Inputs and assumptions to review include:

- Land use
- Trip generations and distributions
- Road network configuration (2016 and 2025)
- 2016 baseline traffic count data
- Validation and calibration procedures
- Accuracy of model compared to industry standards
- Verification of model inputs since 2016 (e.g. completed and pipeline development projects, review of preexisting applications, completed City projects)

The Preliminary Scope of Services will be refined during contract negotiations with the selected Consultant. The Scope will include all services necessary to conduct the audit, produce a written report, and present it to the City Council.

**PROPOSED TIMELINE**

The City may decide to select the successful Consultant based solely on the SOQ.

<b>Proposed Schedule of Events</b>	<b>Date</b>	<b>Notes</b>
Select Consultant	Sept 11- 20, 2019	
Questions & Answers	Sept 27, 2019	
Complete contract negotiations	Oct 4, 2019	
Contract Award	Oct 4, 2019	
Anticipated project start	Oct 5, 2019	

**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 will be rejected by the City without further consideration.

- Consultant must have demonstrated expertise with at least five years' hands on experience in developing, calibrating, updating and running VISUM (AM and PM peak hours), Synchro and SIDRA models for cities comparable to Sammamish.

- The Consultant's Project Manager must have demonstrated experience working with a public agency of similar size to the City within the last five years providing satisfactory project management services similar to those expected by the City for this project.

### **QUESTIONS/INQUIRIES**

Please direct any questions concerning this RFQ to the City's contact listed below. Responders 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.

**Contact: Rick Rudometkin**

Email Address: [rrudometkin@sammamish.us](mailto:rrudometkin@sammamish.us)

All questions will be answered in writing and sent to the selected consultants by the date shown in the proposed timeline above.

### **SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

Please limit proposals to five (5) sheets, 10 pages in length. Pages may be printed double sided. Resumes, proof of the firm's legal name and the cover letter will not count toward the page limit.

Provide five (5) bound hard copies and one (1) electronic CD copy of the RFQ response to the City's Project Manager. All submittal response materials must be received no later than the due date in the Proposed Timeline. All proposals must be in a sealed envelope and clearly marked "RFQ Submittal – Audit of Traffic Concurrence Models". No faxed or e-mail proposals will be accepted.

Include in the submittal the firm's legal name (does not count toward page limit). Submit a certificate, copy of web-page or other documentation from the Secretary of State (or Washington State Department of Revenue/Licensing if you are a sole proprietor) in which you incorporated that shows your legal name as a company. This can be verified through the State Corporation Commission in the state in which you were established, which is often located within that Secretary of State's Office. For the State of Washington, see: <http://www.secstate.wa.gov/corps/> .

#### **RFQ Submittal Requirements**

**A. Cover Letter**

The cover letter shall be limited to one page and identify the Consultant name and contact person with his/her title; include mailing address, email address, and phone number for the contact person; and include the name of the proposed Project Manager. A duly authorized officer, employee, or agent of the consulting firm must sign the cover letter.

**C. Firm's Qualifications and Experience**

The Consultant will be evaluated on the team 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 had a major role 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.

**D. Team Structure, Key Personnel Qualifications and Experience**

Describe the team structure, 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 that are 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.

**F. Past Performance/References**

References may be used to check the accuracy of information provided by the Consultant, which may affect the rating of the Consultant. Provide three recent references who can verify your firm's performance with regard to a similar Scope of Services. In listing the references, include the name of the client, mailing address, telephone number, email address, and the project scope of work your firm completed. The references must be able to provide feedback concerning the performance of the proposed Project Manager. The City reserves the right to contact references other than those submitted by the respondent.

**EVALUATION CRITERIA**

Submittals will be evaluated and ranked based on the criteria listed below. The top three-ranked Consultants may be invited for an interview.

- Qualifications and availability of the Project Manager and key personnel on similar projects.
- Technical expertise and experience.
- Past performances/references.

**DELIVER OR MAIL SOQ SUBMITTAL TO:**

Rick Rudometkin  
City of Sammamish  
801 – 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075

**Submittals are required to be received by the City no later than 4PM, September 24, 2019.**

All costs for developing the RFQ response submittals are borne by the Consultant and are not chargeable to the City. All proposals and accompanying documentation will become the property of the City and will not be returned. Submitted proposals may be withdrawn at any time prior to the published due date, provided notification is provided in writing to the City's Contact listed in this RFQ. Proposals cannot be withdrawn after the published due date.

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

**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 Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all RFQ responders that the City will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises, as defined at 49 CFR Part 26, will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Attachment A: Sample contract

Attachment A: Sample Contract

<b>AGREEMENT FOR SERVICES</b>		
	Yes	No
Insurance Required	<input type="checkbox"/>	<input type="checkbox"/>
		If Yes – See Paragraph 6

**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: (date)

Terminating: (date)

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:

2. **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.
3. **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.

4. **Payment.** The City shall pay the Consultant for the Work rendered according to the following procedures and subject to the following requirements.

<b>The City shall pay the Consultant:</b>	Fill in applicable method of payment	
	YES	NO
According to the rates set forth in "Exhibit A"	<input type="checkbox"/>	<input type="checkbox"/>
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](mailto: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 canceled 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.**

5.1 Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from any willful misconduct or negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

5.2 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, 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.

5.3 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.

**6. Insurance.** (If applicable) The Consultant shall procure and maintain insurance as required in this section, without interruption from commencement of the Consultant's work through the term of the Contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

**6.1 No Limitation.** Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

**6.2 Minimum Scope of Insurance.** Consultant required insurance shall be of the types and coverage as stated below:

- a) 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.
- b) 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, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#).
- c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d) Professional Liability insurance appropriate to the Consultant's profession.

**6.3 Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- a) Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
- b) Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.
- c) Worker's Compensation insurance at the limits established by the State of Washington.
- d) Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**6.4 Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity 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 contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

**6.5 Other Insurance Provision.** The Contractor'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 Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

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

**6.7 Verification of Coverage.** Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the

Consultant before commencement of the work. Upon request by the Public Entity, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.

**6.8 Notice of Cancellation.** The Consultant shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

**6.9 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 Public Entity may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

**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, subconsultants, 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.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**9. 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.

**10. 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.

**11. Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits or taxes owed by the Consultant by reason of this Agreement. The Consultant shall indemnify and hold the City, its officers, agents, and employees harmless against all liability and costs resulting from the Consultant's failure to pay any compensation, wages, benefits or taxes.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. Notices.** 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 Consultant shall be sent to the following address:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**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.

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

**CITY OF SAMMAMISH, WASHINGTON:**

By: _____	Date: _____
Print Name: _____	Title: _____

**CONSULTANT:**

\_\_\_\_\_

By:	Date:
Print Name:	Title:

**CONTRACT ADMINISTRATOR:**

By:	Date:
Print Name: Marlene Dunham	Signature

**APPROVED TO AS FORM: (IF NEEDED)**

By:	Date:
Print Name:	City Attorney



**Request for Consultant Payment**

**Invoice Number:** \_\_\_\_\_ **Date of Invoice:** \_\_\_\_\_

**Consultant:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
 \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Contract Period:** \_\_\_\_\_ **to** \_\_\_\_\_ **Reporting Period:** \_\_\_\_\_ **to** \_\_\_\_\_

**Specific Program or Project:** \_\_\_\_\_

**BARS/Budget No.** \_\_\_\_\_ **Contract #:** \_\_\_\_\_

**FINANCE WILL ATTACH A COPY OF THIS FORM TO PAYMENT**

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

**ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED**

**Requesting Department:** \_\_\_\_\_

**Project Manager/Staff Contact:** \_\_\_\_\_

**Approved for Payment By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Department Director)

**Form W-9**  
 (Rev. November 2017)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ \_\_\_\_\_

Other (see Instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 9):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See Instructions.    Requester's name and address (optional)

**6** City, state, and ZIP code    **City of Sammamish**  
**801 228th Ave SE**  
**Sammamish, WA 98075**

**7** List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

**or**

**Employer identification number**

\_\_\_\_ - \_\_\_\_\_

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ \_\_\_\_\_    Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.