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REQUEST FOR QUALIFICATIONS/PROJECT APPROACH

Right-of-Way, Pedestrian and Bikeway Assets Inventory

Departments of Public Works and Parks

INVITATION

The City of Sammamish is requesting proposals from qualified firms to conduct an inventory of public infrastructure and pavement assessment in City Rights-of-Way (ROW). The project will also include inventorying public and private pedestrian and bikeway facilities within the City. This information will be integrated into the City's Geographic Information System (GIS) and used by various software programs such as microPAVER, TRAKiT, and Cityworks Asset Management. Some of the data will also be used to update the City's 2004 Trail, Bikeways and Paths Plan and the City's ADA Transition Plan.

PROJECT BACKGROUND

The City desires to inventory all publically-owned assets within the ROW and all trails outside of the ROW and collect a range of information regarding their physical attributes. In addition, the work will include performing a Pavement Condition Assessment and importing pavement condition information into microPAVER. The City currently uses StreetSaver v. 9 Online Edition as its pavement management system and will transition to using microPAVER, so previous experience with both software programs as well as integrating microPAVER with CityWorks, ArcGIS and ESRI file geodatabase 10.1 or later is required.

There are approximately 410 lane miles in the City, including the newly incorporated area of Klahanie.

Trails, bikeways and paths were inventoried as part of the 2004 Trails, Bikeways, and Paths Plan. However, City capital projects and private development have added facilities and several annexations have occurred since then so an update to the Plan, including the inventory is needed.

ANTICIPATED SCOPE OF WORK

The following is a preliminary Scope of Work that will be refined during contract negotiations with the selected Consultant. Include the cost for two licenses to view and/or extract the data as well as hands-on training and documentation for up to three city staff to extract the data in house and use microPAVER.

Required Minimum GIS Standards

- Ability to provide ESRI Geodatabase 10.3.1 for all GIS deliverables.
- Spatial accuracy of less than 1 foot or greater on all GIS files to overlay on existing City GIS data
- Ability to provide Road and section Cityworks ID in Micro Paver and GIS pavement polygon layer section.
- Ability to use existing City of Sammamish or National geodatabase models where applicable. The consultant is encouraged to provide recommendations to change existing City geodatabase models to meet the business needs of the City.

Required Collection Methods and Hardware

The data collection vehicle for the ROW data collection must have GPS/GNSS, digital mapping and imaging capabilities, including the ability to collect ground based LiDAR or photogrammetric technique. The LiDAR or photogrammetric method will have the capability to determine roadway characteristics and to cover roadway both directions for a 360 degree view on road and capture right-of-way assets. Confirm ability to have images overlap to acquire any requested assets. Be able to show the use of actual measurements of surface distress data. Delineate distress survey areas in the GIS pavement layer. All assets shall have an image that is spatially located. The image spacing along the roadway must be less than 20 feet.

Data Delivery Requirements

All delivered data must be in industry standard formats and be owned exclusively by the City of Sammamish with no opportunity for resale by the vendor. Entity Relationship Diagrams must be delivered to assist the city with data flow.

General requirements for delivery data of assets in the ROW:

- All public roads must be driven in both directions resulting in 100 percent coverage. Data shall represent the full coverage.
- Digital images must be delivered in industry standard *.jpeg image format. All images must have the ability to determine the date that the image was taken.
- Perform geo-referenced digital pavement data collection, including high resolution downward facing line-scan images and high resolution forward and side facing images at minimum 20 foot intervals
- LiDAR or photogrammetric coverage for roadway and asset features. The consultant will convert the LiDAR or photogrammetric point data to GIS features. Must collect pavement data collection and analysis using ASTM D6433-09 methodology.
- State the horizontal and vertical accuracy for the City's GIS and map asset features based on US Geospatial National Map Accuracy Standards.
- Edit data as an ArcGIS Server 10.3 feature service or as an ArcGIS 10 file/server geodatabase.
- Load new pavement analysis into the microPAVER system using an automated loading script to reduce key entry errors.
- Deliver microPAVER files that combines historic and current pavement analysis. The City's historical pavement data is in StreetSaver.
- Deliver a polygon ESRI file Geodatabase pavement layer with current pavement condition index (PCI) and International Roughness Index (IRI) and all measured pavement distress data.
- Robust QC tools – Walk-out maps must be created and reviewed by the City before the scheduled walk-out. These maps must have the sample polygons and pavement analysis data formatted in a style for the field walk-out.
- Deliver data in a format to integrate or export to the Cityworks systems
- All GIS data will conform to the following: WA State Plane Coordinates, North Zone, High Precision Ground Network, and US Feet. ESRI Coordinate System: NAD_1983_HARN_StatePlane_Washington_North_FIPS_4601_Feet.
- Add PCI values and collected distress data to the existing Street feature class.
- Collected assets must be linked to the City of Sammamish centerline file, which will be supplied to the Consultant

The proposals are to present the scope in separate tasks as detailed below and include an estimated time and cost associated with each task.

Task 1. Project Management

The Consultant shall be responsible for the management, administration, quality assurance and quality control review and coordination for the work defined in this contract. This task represents the labor and expenses associated with managing the schedule, reporting, coordination, meetings/workshops and quality assurance and quality control.

The consultant shall lead bi-weekly team meetings and send out an agenda two days in advance. One meeting will be at the City's office and the other via a phone conference call. Up to three (3) consultant team members will attend. A presentation shall be held at the City demonstrating the completed project.

Monthly status reports shall include what was accomplished during the current reporting period, the planned work for the upcoming reporting period, updated Gantt project schedule and a detailed invoice showing expenditures and remaining budget to date by task.

Task 2. Right- of-Way Asset Inventory: Due September 30, 2016

The City desires to complete an inventory of publically-owned assets in the right-of-way (ROW). The City plans an a la carte approach for processing the ROW asset data and incorporating it into an ESRI 10.3.1 geodatabase. The data collection must be done such that processing the data can be performed at a later date by other parties without re-mobilizing crews and equipment in the field. Due to possible safety risks, hand-held or walk-out collection of assets within the ROW will not be allowed. Instead, vehicle-based mobile mapping technology is the collection method that shall be used within the public ROW. Windshield survey inspections will not be allowed.

Hands-on training shall be provided on how to post-process the ROW data for up to five (5) City staff.

The following is the list of the specific assets and additional data requirements that the City desires to collect. The list will be finalized during contract negotiations, which will largely be influenced by the cost. Each feature must have complete attribution (as determined by City). All asset layers, including the line pavement layers must have a street key identification which links to the unique street key for the adjacent feature in the City of Sammamish's street-feature class, which will be supplied to the Consultant.

All features shall include capturing the following characteristics. Additional characteristics are listed below each feature group as applicable.

- X,Y,Z coordinates referenced to the WA State Plane System
- Unique ID
- Image Link
- Size
- Length
- Width
- Total Height
- Type (e.g. street sign, double yellow line, gravel path, etc.)
- Material Type
- MUTCD Code

Drainage Features

- Catch Basins and Inlets
- Stormdrain Manholes

- Culverts
- Valve Covers

Traffic and Pedestrian Control Features

- Traffic Signs and Posts
 - Post Material
 - Retroreflectivity
- Traffic and Pedestrian Signs/Signals
 - Pole Material
 - Signal Cabinet
 - Power Box
 - Detection Type
 - Battery Backup Units (UPS)
 - Signs
 - School Zone Flashers
 - Crosswalk Flashers
 - Speed Radar Signs
 - Traffic Camera (Location only)

Roadway Features

- Street Barricades/Opticom Gates
- Pavement Markings/Striping
 - Color
 - Symbols
 - Line Type, e.g. double yellow, skip line, fog line, etc.
- Road Deflection
- Bridges
- Walls
- Sidewalk Ramps
- Planter and Median Strips
- Street Lights and Poles
 - Owner (IntoLight TAG No.)
 - PSE Pole Grid No.
 - Luminaire Type
 - Pole
 - Pole Foundation Type (e.g. buried, concrete foundation, breakaway, etc.)
- Guardrails
 - Guard Rail End Type
 - Post
- Roadway Edge and Shoulders
 - Shoulder Widths <4 ft
 - Curbs
 - Gutters
 - Ditches

Other Features

- Trees

Collection and delivery of raw data must be completed within four (4) months from notice to proceed. An ESRI web based image and asset viewer must be delivered. This viewer must have the ability to share information over multiple facilities and personnel. The viewer will have all asset/pavement (PCI, distresses) loaded with attribute information.

Task 3. Pavement Condition Assessment and Rating: Due August 31, 2016

This task includes performing a Pavement Condition Assessment (PCA) on approximately 205 centerline miles of City of Sammamish streets, developing pavement ratings, and calculating the corresponding Pavement Condition Index (PCI) and Overall Condition Index (OCI) in conformance to ASTM D6433-09. The work product will include incorporating the new pavement condition data and indices into microPAVER and Cityworks software platforms.

At minimum, each roadway segment shall include the following:

- Street Name
- Beginning Location
- End Location
- Length
- Width
- Year Constructed

Deliverables

- A summary of all typical distresses and severities by pavement section
- Updated pavement management database

The Consultant shall provide on-site training on microPAVER for up to three (3) City staff. The consultant shall be responsible for obtaining and providing to the City three (3) licensed copies of the microPAVER software.

Task 3A. microPAVER System Installation and Integration with Cityworks

The City requires professional and technical services necessary to install the microPAVER software on up to three City workstations, connect microPAVER and Cityworks platforms, and test the two systems to confirm full functionally consistent with manufacturers specifications. The consultant will work with the City to coordinate with Cityworks on ensuring the proper interface is installed.

Task 3B. Integration of Historical Pavement Data

This task is to migrate the City's 12 years of historical pavement rating data from StreetSaver into microPAVER.

Task 4. Pedestrian and Bike Facilities Asset Inventory: Due June 30, 2016

The City desires to update its inventory of existing pedestrian and bike facilities trails and paths within the City limits. These assets are owned by either the City, King County, private individuals or Home Owners Associations and it is unknown exactly how many miles exist. These facilities exist in City opened and unopened rights-of-way and on private property. This information will be used to update the 2004 Trails, Bikeways, and Paths Plan, which is available on line at <http://www.sammamish.us/projects/TrailsPlan.aspx>.

It is anticipated that the methodology for the **public** trail/pathway facilities would be collected via LiDAR or other photogrammetric technology and the **private** facility data may be through available sources that could include aerial photos, existing GIS data, and other publicly available means.

The following are the assets and attributes the City desires to collect and will be finalized during contract negotiations.

- Pedestrian and Bike Facility Locations
- Width, Location, Grade, Cross Slope and Surface Type of:
 - Sidewalks
 - Shoulders (Widths \geq 4ft)
 - Bike Lanes
 - Paths within the ROW
- Pavement Markings on all Pedestrian and Bike Facilities
- Stair Location, Width and Surface Type
- Overhead Constructed Obstructions (e.g. bridge)
- Signage
- Public or Private Access Points (Cross street, Trail, Parking area)
- Transit Stops

SELECTION PROCESS

Staff will review the proposals received based on the evaluation criteria established below to shortlist the prospective consultants for an interview. Short-listed consultant teams will be ranked after the interview. The City may choose to contact officials from other jurisdictions regarding the consultant, their prior work experience and their ability to successfully complete the work.

The City intends to enter into an agreement with the Consultant who provides a proposal that, in the opinion of the City, best meets all of the below listed evaluation criteria as determined by the City’s selection committee and ranks the highest in the interview. The Directors of the Public Works and Parks and Recreation Department of the City of Sammamish will submit a final recommendation to the City Manager and the City Council for approval. Upon selection of a Consultant, the City intends to enter into an agreement using its standard Consulting Services Agreement (see Attachment A), which shall be used to secure these services.

Project Team Qualifications & Organization	
<ul style="list-style-type: none"> • Describe why your firm and key staff are qualified to perform the preliminary scope of work. Include resumes which will not count towards the page limit. • Describe the tasks to which key staff members will be assigned, their availability and percentage of time assigned for the duration of this project. • Provide a detailed project organizational chart that includes key personnel by phase, milestone or deliverable. Also identify key personnel who are referenced on projects presented under Similar Projects/Experience. • Provide evidence of experience by the team member(s) in pavement condition assessment with microPAVER and StreetSaver. 	20
Similar Projects/Experience	
Provide descriptions of three (3) to five (5) recent projects that demonstrate your firm’s qualifications to complete the scope of work. Please include problems encountered and	

how solutions were developed and implemented during the completion of the scope of work. Provide each project's planned and actual costs, schedules and scope. If any exceeded their planned cost or schedule, explain the reasons. Provide the client's Project Manager contact information and identify consultant's key staff participation on each project.	15
Project Approach	
Describe in detail how your team will approach managing and completing the project. Your approach must clearly demonstrate the following: <ol style="list-style-type: none"> 1. The method(s) and sequence your firm proposes to use to collect and process the field data within and outside of the ROW, including: <ol style="list-style-type: none"> a. Equipment to be utilized for the project, its accuracy and any unique attributes b. Contingency plan for equipment failure c. Collection of asset data for any features that are unable to be collected during the initial field work d. Survey control and accuracy checks of asset data collected 2. Provide an estimated schedule showing the following <ol style="list-style-type: none"> a. Asset Inventory data collection b. Processing asset inventory data c. Providing asset inventory data as final deliverables <ul style="list-style-type: none"> • Approach the firm will take to deliver the project most cost effectively. • Description of the Quality Assurance/Quality Control Plan that will result in high quality data. • Approach for effectively managing project team communications and timely decision-making. 	40
Cost	
Detailed cost by task <u>and</u> feature (i.e. Drainage, Traffic and Pedestrian, Roadway and Other)	25
Other	
Please submit a minimum of three (3) references, including name of client, mailing address, telephone number, email address and contact person, which demonstrate your team's experience and expertise in performing work similar to this project. References may be checked only for the highest-scoring firms. References will not be scored but will be used to verify qualifications, which may affect the rating of the respondent.	Not Scored
Total Maximum Points	100

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

PRELIMINARY TIMELINE

Request for Proposals Published	February 9, 2016
Consultant Questions Due	February 19, 2016
City Responses Due (Posted at http://www.sammamish.us/projects/PublicWorks.aspx)	February 23, 2016
Proposals Due	March 1, 2016, 4pm Pacific Standard Time
Shortlisted Firms Notified	March 4, 2016
Interviews	March 11, 2016
Consultant Selected	March 15, 2016
Negotiate Contract	March 15-29, 2016
Anticipated Project Start	April 6, 2016

SUBMITTAL REQUIREMENTS

The following sections are to be included in the proposal:

1. Transmittal letter referring to this RFQ/PA signed by an official authorized to solicit business and enter into contracts for the firm.
2. Company profile and summary of the firm's qualifications addressing the minimum consultant qualifications described herein for which the firm wishes to be considered.
3. Proposed approach, schedule, and costs by task and feature.
4. Description of three to five related, recent projects by the proposed project team.
5. Resumes of key staff and organizational chart.
6. Quality Assurance/Quality Control Plan which must include a description of the method that will be used to ensure accuracy and consistency among the team members, especially those involved with the pavement rating and post processing of the data.

In an effort to promote waste reduction and resource conservation, submittals shall not contain plastic bindings, plastic and/or laminated pages. Please avoid superfluous use of paper such as separate title sheets or chapter dividers. Limit submittals to five (5) sheets of two-sided, 8 ½" x 11" pages (10 pages total) in length. The cover letter, resumes and QA/QC Plan will not count towards the ten page limit.

Please submit six (6) hard copies of your proposal as well as a pdf copy uploaded onto a CD or USB drive. All proposals must be in a sealed envelope and clearly marked "City of Sammamish Right-of-Way and Trails Asset Inventory". Proposals are due by the date shown in the Preliminary Timeline and will be accepted by hand delivery or mail to the following address:

City of Sammamish
801 228th Ave SE
Sammamish, WA 98075
Attention: Cheryl Paston, Public Works Deputy Director

Submittal packages delivered after the posted deadline will not be considered for selection. No faxed, telephone or email proposals will be accepted.

ADDITIONAL INFORMATION

All inquiries shall be directed in writing to Cheryl Paston at cpaston@sammamish.us no later than by the date shown in the Preliminary Timeline. Any oral or email communications will be considered unofficial and

non-binding on the City. City responses will be posted on the Public Works' project website at <http://www.sammamish.us/projects/PublicWorks.aspx> by the date shown on the Preliminary Timeline.

RESPONSE REQUIREMENTS AND FORMAT

All costs for developing proposals in response to this RFQ are the obligation of the Consultant and are not chargeable to the City. All proposals and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the Special Project Manager.

**Attachment A
CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: _____

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Consultant."

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. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed. The City shall pay Consultant:

[Check applicable method of payment]

___ According to the rates set forth in Exhibit "___"

___ A sum not to exceed

___ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "B," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending ___, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. **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.

6. **Indemnification.** The 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, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City. 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.

Furthermore, should subcontracting be agreed to by the parties, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. Insurance.

A. 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. 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 such services, or 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 hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability,

Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City 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 Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. 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.

B. 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.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. 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

B. 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.

C. 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.

D. 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.

E. 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.

11. **Discrimination Prohibited.** 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.

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.

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. 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

Notices to the Consultant shall be sent to the following address:

Company Name _____
Contact Name _____
Street Address _____
City, State Zip _____
Phone Number _____
Email _____

18. 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 Contractor 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>."

19. 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.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT B



TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you 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.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Consultant |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)