

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2010-409**

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**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON  
AMENDING CITY PURCHASING POLICIES TO CONFORM TO  
STATE LAW REQUIREMENTS FOR MONIES BUDGETED AND  
SPENT IN ALL CITY OPERATIONS.**

WHEREAS, the City Council desires to ensure that the City's purchasing policies and procedures remain consistent with State law requirements;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO RESOLVE AS FOLLOWS:

**SECTION 1: INTRODUCTION/INTENT**

The City Council desires to establish a uniform system of City purchasing and spending with all policies and procedures set forth in writing and available in one document. It is the intent to create a system that will assist all departments in obtaining the maximum use of money budgeted and spent for procurement of goods and services, to aid in implementing the budget and general financial controls of all City operations and to enforce all federal, state and local regulations. It is the further intent to replace and supersede all previously adopted purchasing policies and procedures.

**SECTION 2: GENERAL**

It is the general policy of the City that all expenditures shall be rationally related to some public purpose and reasonable in the amount and nature. All expenditures/expenses must be pre-audited and certified by the City's Finance Director or designee prior to submitting them to the City Council or its designated advisory group. The City Council or its designated advisory group may review and certify account payable claims twice monthly, and perform a limited audit of payroll to ensure that all issued payroll checks have been accounted for in the payroll of a given month.

Normally no claims/payroll checks may be issued prior to review and approval of City Council or its designated advisory group. However, the City Council has authorized the City Manager to issue certain checks prior to the review and approval by the City Council if they deemed that a delay in payment would not be in the best interest of the City. These may include, but are not limited to:

1. When delay in payment may result in late charges or penalties;
2. Registration fees, etc., that require payment by a certain deadline;
3. Payments that must be made in advance, (County permit fees, etc.)

At the next regular meeting, the City Council or its designated advisory group must review and approve those claims paid. If the City Council or its designated advisory group disapproves a claim that has already been paid, the City Manager or Finance Director must recognize the claim

as a receivable and pursue collection diligently until the amount is either collected or the City Council is satisfied and approves the claim.

### **SECTION 3: PURCHASING MANUAL**

The attached purchasing manual is hereby adopted and by this reference and incorporated herein.

### **SECTION 4: PURCHASING AUTHORITY**

#### **A. Authorization/Forms:**

- All purchases less than \$ 15,000 must be approved by a Department Director and the City Manager.
- All purchases in excess of \$ 15,000 must be approved by the City Council, unless an emergency situation exists.

The above approvals must be made by signature on a purchase order, voucher, invoice or a personal expenses reimbursement form, as appropriate. (See Attached Forms).

**B. Budget Appropriations:** All departments are encouraged to stay within the line item appropriations, however, if it is necessary to exceed the appropriation in one line item, the Department Director must compensate by under-spending in another line item to ensure that the total fund expenditures do not exceed the total fund appropriation.

**C. Non-Budgeted Expenditures:** All non-budgeted capital outlay expenditures must be approved by the City Manager.

**D. Budget Amendments:** If an expenditure/expense shall cause a fund to exceed the total budgeted appropriation for the fund a budget amendment ordinance shall be prepared and submitted to the City Council for approval before expenditure is incurred. Council consensus to approve a future budget amendment that includes the cumulative affect of all of budget adjustment items for a specific period will also satisfy the authority to spend requirement. The City Council must approve the budget amendments prior to the end of the year.

**E. Multiple Year Budgets:** Multi-year and capital project budgets are defined as non-operating/special purpose budgets where appropriations do not lapse at year end and are approved for those funds authorized under State law. Such budgets will be authorized by the City Council and will not pass at calendar year end, but will continue until the purpose of the project or fund has been completed. Such budgets may be amended from time to time by the City Council, whether for an individual project, or for the total fund where projects do not exist within the account structure.

### **SECTION 5: PURCHASING PROCESS**

**A. General Procedures:** An invoice must have the authorization signatures denoted in Section 3 of this resolution along with vendor name and address, description of goods or services being purchased, cost, account number to be charged, and balance of long-term project payments, purchase amount and a dated and authorized department signature that will

be forwarded to the Finance Department. The Finance Department will merge the receiving copy, and the original invoices (or authorized substitute, as may be required by the City Manager or Finance Director), perform an accounts payable audit on the voucher package, and prepare checks following data entry into the City's accounting system.

- B. Petty Cash Funds:** The City shall have a working petty cash fund of \$300 and a change fund of \$200. The use of such funds shall conform to guidelines established under State Law as follows:
- a. The City Council must approve all new petty cash funds or changes in the level of existing funds.
  - b. The City Council shall appoint the Finance Director or his/her designee as the petty cash custodian.
  - c. Working fund type petty cash funds are to be used to facilitate small purchases, not to exceed \$50.00 unless specifically authorized by the City Manager or his/her designee.
  - d. Petty cash shall be replenished, at a minimum, once quarterly by check payable to the appropriate custodian and petty cash account.
  - e. Recording of petty cash accounts should be properly segregated from other cash accounts on the City's balance sheet statement.
  - f. The replenishing of petty cash should follow the same review and approval as processed invoices.
  - g. The petty cash fund may not be used for personal cash advances even if secured by check or other IOU's.

**C. Competitive Bidding:**

- a. Procedures for public works contracts or purchases shall be governed by RCW35A.40. Contracts that require competitive bidding under State law shall be awarded according to the procedures set forth in RCW 35.23.352. No contract for construction of public works less than the threshold amount required for competitive bidding shall be awarded without approval of the City Manager, except in the event of emergencies. The department head, in requesting approval, shall submit evidence that the recommended contract is the best possible price. Such evidence shall be retained in department files and copies submitted with the payment voucher. In accordance with the Revised Code of Washington such procedures may be waived in the event of an emergency.
- b. Although not required, it is encouraged that the City will bid for the purchasing of materials, supplies, or equipment unconnected with a public works project. The City must use the competitive bid process for purchasing public works projects and must comply with the applicable limits set for the Limited Small Works Process.
- c. Small Works Roster: In addition to the above procedures, the City may use a Small Works Roster and award contracts within the limits set by RCW 39.04.155. The City recognizes the ECityGov Alliance Shared Procurement Portal as its small Works Roster.
- d. Intergovernmental Purchases and Bidding: RCW 39.34.030, a section of the

Interlocal Cooperation Act, authorizes cooperative action, including joint purchases by different governmental entities. Under this act, the City has entered into agreement with the State Department of General Administration that authorizes the City to purchase through the Department of General Administration without going out to bid. The City may also enter into other purchasing arrangements with other government entities.

- e. **Rejection of Bids:** After review, bids may be rejected by the City Manager for cause. "Cause" shall be defined as those found in Washington state law and/or any failure to meet the bid call. Any bidder may appeal the rejection of bids by the City Manager to the City Council by making a written request to the City Clerk not more than 5 business days after notification of the bid rejection. If an appeal is filed, the appeal before the City Council shall be heard as soon as practicable after the appeal notice is given to the City Clerk.

- D. **Fixed Assets and Depreciation:** General fixed assets are to be defined and accounted for in compliance with generally acceptable accounting standards. Assets owned by proprietary funds are to be depreciated and accounted for in a like manner. The Finance Director will determine the minimum threshold cost of capital outlay expenditures that shall be recorded as fixed assets of the City. The currently recommended threshold shall be \$5,000 for both general fixed assets and proprietary assets. All fixed assets are valued at historical cost (or estimated cost, where historical cost is not known/or estimated market value for donated assets/or the lower of cost of fair market value when transferred between proprietary funds and the general fixed assets account group).

## **SECTION 6: EMPLOYEE EXPENSES**

- A. **General:** It is the City's policy to encourage continued education and training for all employees and to endorse professional affiliations where the City may derive benefit by the increased or continued competence of its staff or from those professional relationships that carry a significant public relations advantage for the City.
- B. **Credit Cards:** Refer to the City of Sammamish Credit Card Policy.
- C. **Authorized Expenses:** The City shall pay all reasonable costs that relate to employee travel. These include registration fees, room, board, tips (not to exceed 15% of meals) and mileage for the employee only. Non-allowable expenses include expenses of a spouse or other unauthorized person, personal entertainment, beauty/barber shop, personal postage/telephone, and other non-business related expenses unless specifically authorized by the City's travel and reimbursement policy. (Refer to the City of Sammamish Travel Policy).
- D. **Mileage:** It is recommended that all City personnel use a City vehicle when

traveling on official City business, unless a City vehicle is not available or it is determined by a Department Director that it is not in the best interest of the City due to the length of time such a vehicle shall be unavailable for other City use.

(Refer to the City of Sammamish Travel Policy, Section 3.1).

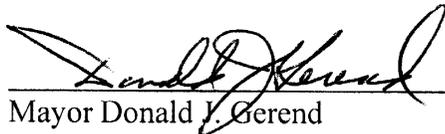
- E. **Employee Reimbursement:** Reimbursement procedures for out-of-pocket expenses will be through the normal claims process. (Refer to Section 4). The employee shall prepare a "personnel expense reimbursement" form (see attached), as may be established by the City Manager and Finance Director, attach required receipts, obtain approval signatures, and submit for claims payment. Where administrative policy allows petty cash to be used for small City business expense reimbursements (less than \$50.00), the applicable form should be prepared in like manner and submitted to the petty cash custodian. (See attached form).

### **SECTION 7: ADMINISTRATIVE PROCEDURES**

The City Manager is authorized to establish additional policies and procedures, or modify existing policies and procedures, to facilitate administrative compliance with the City's Purchasing policies and practices established herein, and/or comply with other state or federal mandated financial policies.

If any provisions of this Resolution are determined to be invalid or unenforceable for any reason, the remaining provisions shall remain in force and affect.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 20<sup>th</sup> DAY OF APRIL, 2010**

  
\_\_\_\_\_  
Mayor Donald J. Gerend

Attest:

  
\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Resolution No.:

April 12, 2010  
April 20, 2010  
R2010-409



# PURCHASING MANUAL

April, 2008  
Revised 04/05/2010



Purchasing Manual

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## Purchasing Manual

### Section 1.0 GENERAL

#### 1.1 Introduction

The City Of Sammamish Purchasing Manual contains both required procedures and guidelines that apply to the purchase of goods and services, as well as describing best purchasing practices to assure fiscal responsibility in the procurement process. By following these procedures, you will ensure the best use of public funds and meet your obligations for purchasing goods, services, equipment, supplies and Public Works projects according to City ordinances and Washington State law.

#### 1.2 Objectives

It is the general policy of the City that ALL expenditures shall be rationally related to a public purpose and be reasonable in the amount and nature.

- Provide supplies, materials, equipment, public work and services to City departments in a timely manner.
- Buy competitively and wisely to obtain maximum value for public funds expended.
- Insure that quality products, goods and services are purchased at the least cost.
- Eliminate the impact of favoritism and prevent fraud.
- Comply with State and local laws which govern the expenditure of public funds.

#### 1.3 Purchasing Code of Ethics

The City will abide by the following principles of purchasing in order that the citizens have confidence in the integrity of their government. The purpose of this Code of Ethics is to give guidance to all City Employees so that they may conduct themselves in a manner that will be compatible with the best interest of the City.

- **Ethical Behavior and Conduct:** Actions of City employees will be impartial and fair, with open and effective competition. See Personnel Procedure PRO-24 (Code of Ethics/Gifts & Gratuities)
- **Value for money:** Employees shall buy competitively and prudently in order to obtain maximum value for the public dollars spent.
- **Conflict of Interest:** No employee or immediate relative\* of an employee of the City Of Sammamish may supply to the city any material, supplies, equipment or services, unless pursuant to an award of a contract after a public competitive bid. A request for proposal or quote will not be considered a competitive bid.



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\* See City of Sammamish Employee Handbook Section 1.3 for definition of “immediate family”

- **Personal Gain:** Employees may neither solicit, accept or agree to accept any gratuity for themselves, their families or others that results in their personal gain that may affect their impartiality in making decisions on the job. Discounts or concessions realistically available to the general public and samples to the City used for general City use are not considered gratuities. Personal judgment should be used and questions regarding particular situations should be referred to the Department Director.

## 2.0 POLICY ISSUES

### 2.1 Intergovernmental Cooperative Purchases

- RCW 39.34.030 authorizes cooperative action, including joint purchases by different governmental agencies. Under this act, the City has entered into agreement with the State Department of General Administration that authorizes the City to purchase through the Department of General Administration without going out to bid as the State already went through this process.
- RCW 39.34.030 permits government agencies to utilize other entities contracts without going out to bid when the following criteria is met:
  - There must be an Interlocal Agreement approved by Council and signed by both parties on file. It must be a current contract and have been advertised and competitively bid. The government entity and the vendor must be willing to share their contract pricing.
- City Of Sammamish Resolution R2007-291 approves an Interlocal Agreement between the City and eCityGov Alliance for the purpose of cooperative purchasing and use of a shared small works roster passed by Council on 11/6/2007. See <http://www.wagovbiz.net>

### 2.2 Competitive Solicitation:

The City should seek competitive solicitations that consider price, and may also consider other factors as appropriate to the needs of the City, including but not limited to, delivery terms and service reputation. Contracts that require competitive bidding under State law shall be awarded according to the procedures set forth in RCW 35.22.620. Evidence shall



## Purchasing Manual

be submitted that the recommended contract is the best possible price. Such evidence shall be retained in department files and copies submitted with payment voucher.

### **2.3 Computation of Dollar Limits to Include Sales Tax:**

For the purposes of this policy, all dollar amount limits set for purchasing authority and bid thresholds shall include delivery and sales tax. \*Exemptions (see Sales Tax Exemptions in Glossary)

### **2.4 Certificate Of Insurance:**

Anytime a contractor is hired to do work on City property, it must be determined if a certificate of insurance is required, naming the City as additional insured.

### **2.5 Prevailing Wage:**

RCW 39.12 requires that workers be paid certain hourly wages for all public work jobs, no matter what the dollar amount. The City of Sammamish will not release payment to companies that do not have the required paperwork on file with the City.

### **2.6 Advance Payments Prohibited:**

Exceptions: In accordance with State law, advance payments made prior to receipt of goods and services are prohibited, except in the following cases:

- Professional dues
- Tuition for classes and continuing education, including conference fees, when advance payment is mandatory for registration
- Payments for regular periodic subscriptions to publications
- In instances where the City Manager has determined that due to industry practices, advance payment is unavoidable

In circumstances where advance payment is unavoidable, the Finance Director and/or City Manager shall require sufficient assurances of product or service delivery.

### **2.7 Emergencies:**

Public bidding and purchasing requirements stated in these Policies and Procedures are suspended during the presence of a public emergency and under other emergency conditions as defined by RCW 39.04.280 (see definition of “emergency”). In such a situation, the person designated by the governing body to act in the event of an emergency may declare that an emergency exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the City to address the



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emergency. If a contract is awarded without competitive bidding due to an emergency, written findings of the existence of an emergency must be made by the governing body or its designee and entered into its record no later than two weeks following the award.

### **2.8 Employee Handbook:**

See the “City Policies” section for regulations regarding the following Issues:

- Travel Policy (ADM-5)
- Tuition Reimbursement Program (PRO-18)
- Vehicle Use Policy (ADM-6)
- Credit Card Policy (O2009-260) (ADM-7)

## **3.0 COMPLIANCE**

### **3.1 Controlling Laws**

The exercise of the powers, duties and procedures relative to purchasing by the City shall comply with the statutes of the State as codified in the Revised Code of Washington, the Washington Administrative Code and all other local, state and federal laws and regulations. If there is a conflict between local, state or federal law, contact the Finance Director.

### **3.2 Proper Authorization**

Only authorized employees\* may obligate the City in the acquisition of goods and services. Any employees purchasing goods on behalf of the City without proper authorization may be **personally** liable to the vendor and the City, and subject to disciplinary action. \* See City Of Sammamish Authorized Signature File in Accounts Payable Dept.

#### RCW 35A.34.210: Liabilities incurred in excess of budget

Liabilities incurred by any officer or employee of the city in excess of any budget appropriations shall **not** be a liability of the city. The clerk shall issue no warrant and the city legislative body or other authorized person shall approve no claim for an expenditure in excess of the total amount appropriated for any individual fund, except upon an order of a court of competent jurisdiction or for emergencies as provided in this chapter.

#### RCW 35A.34.280: Violations and penalties

Upon the conviction of any city official, department head, or other city employee of knowingly failing, or refusing, without just cause, to perform any duty imposed upon such officer or employee by this chapter, or city charter, or city ordinance, in connection with the giving of notice, the preparing and filing of estimates of revenues or expenditures or other information required for preparing a budget report in the time and



## Purchasing Manual

manner required, or of knowingly making expenditures in excess of budget appropriations, the official or employee shall be guilty of a misdemeanor and shall be fined not more than five hundred dollars (\$500) for each separate violation.

### **3.3 Monitoring and Compliance**

The department heads will be accountable to enforce this policy. In the event of a question or disagreement, the matter shall be referred to the Finance Director for further action. All City officers and employees should be aware of possible personal penalties, termination, and financial liabilities for intentional and willful violation of competitive bidding laws according to RCW 39.30.020.



Purchasing Manual

**Section 4.0: Purchasing Guidelines  
Overview of Requirements**

Type of Purchase	Threshold Amt	Requirements
Material, Equipment, Supplies	Under \$2,500.00	None – Standard Purchasing procedures Preferably SPP Vendor Roster*
	\$2,500 - \$10,000	5 Verbal Quotes from SPP Vendor Roster or “Sole Source” or State Contract Select based on price, quality & availability
	\$10,000 - \$15,000  \$15,000-\$25,000	5 Written Quotes from SPP Vendor Roster or “Sole Source” or State Contract Award to lowest quote Same as above but Council approval
	Over \$25,000	Formal Bid Process or document “sole source” Award to lowest responsive bid
Professional, Technical	All \$ Amounts	5 verbal quotes from SPP Consultant Roster & Statement of Qualifications Consultant Evaluation Forms Standard Contract Scope of Work Certificate of Insurance
Architects & Engineers Landscape Architects & Surveying	All \$ Amounts	Same as Prof/Tech above but according to RCW 39.90* Additional Advertising & negotiation process is required



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Maintenance contracts* (See Definition in PW section)	All \$ Amounts	5 quotes form SPP Small Works Roster Small Works Maintenance Contract Performance Bond Prevailing Wages (check L & I) Certificate of Insurance Contract may be renewed for up to two additional years
Public Works Project	Under \$65,000 Multiple Trades Or \$40,000* single trade	Limited SWR Process 5 Written quotes solicited Small Works Service Contract Prevailing Wages (+ subs) Certificate of Insurance May waive bond if LSW Process used Above \$35,000 Notice of Completion to DOR Above \$20,000 Notice of Completion to L & I
Public Works Project (cont)	\$65,000- \$300,000** or over \$40,000 Single Trade	SW Roster Process 5 Written quotes solicited Contract Prevailing Wages (+subs) Certificate of Insurance Performance Bond/Retainage Notice of Completion to DOR Notification of all contractors on the Roster is required for Contracts between \$150,000 & \$300,000
	Over \$300,000	Formal Bid Process (see glossary)

TERMS: See Glossary for complete listing of terms

DOR WA State Dept of Revenue

LSWP Limited Small Works Process (for PW Projects under \$65,000)  
City Of Sammamish  
Purchasing Policy

04/2008  
Revised 04/05/2010



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RCW            Revised Code of Washington

RCW 39.80    The legislature hereby establishes a state policy, to the extent provided in this chapter that governmental agencies publicly announce requirements for architectural and engineering services, and negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required and at fair and reasonable prices.

SOQ            Statement of Qualifications

SPP            Shared Procurement Portal ([www.WAGovBiz.net](http://www.WAGovBiz.net))

SWR            Small Works Roster

\*\*HB1196    Raised the maximum \$ amount allowed for use of a Small Works Roster Process from \$200,000 to \$300,000 effective 07/26/2009. In addition, the dollar amount requiring notification of all contractors on the roster has also changed from between \$100,000 and \$200,000 to between \$150,000 to \$300,000.



## Purchasing Manual

### **Section 4.1 Purchasing Guidelines: Definitions, Procedures & Examples**

#### **Equipment, Materials and Supplies**

Definition: Purchases made by agencies not connected to a public works project. Items in this category include supplies, materials and equipment that are for general government purposes or will not be used to accomplish a specific public works project.

Procedure: Usually requires a competitive process of verbal or written quotes, documentation of sole source or purchase from a Washington State contract. The award is made to the lowest quote. A purchase greater than \$25,000 requires a bid process using the Small Works Roster. The City of Sammamish recognizes the Shared Procurement Portal of the eCitygov Alliance as its official roster.

#### Examples:

- Office supplies
- Vehicles \*
- Computer hardware or software \*
- Small repairs
- Entertainment for single events

Acquisition of a telephone system that requires installation of cable, conduits, and other devices may fall within the definition of a public work. If, however, the acquisition were merely of hardware, such as telephones, it would probably be considered an equipment purchase.

#### Sales & Use Tax & Items for Resale:

Washington State sales tax must be charged to all applicable purchases. If a purchase is made via the internet, from out of state, or a seller erroneously thinks we are exempt from state sales tax, the City pays the appropriate sales tax to the State of Washington on a monthly basis.

When items are purchased for re-sale, i.e. T shirts being sold to citizens or copies of public records requests for citizens where the end purchaser will be paying the sales tax, the City is exempt from paying that same tax.

\* Any single piece of equipment valued \$5,000 or over is considered a Fixed (capital) Asset.



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**Materials, Equipment, Supplies Check List**

PROCEDURE: According to City of Sammamish Resolution R2008-325 Section 5C, although not required, it is encouraged that the City will bid for the purchasing of materials, supplies, or equipment not connected with a public works project.

State Item to be Purchased: \_\_\_\_\_

A. Under \$2,500 – No requirements

B. \$2,500 to \$10,000 (Check One)

5 Verbal Quotes from SPP Vendor Roster or  
Sole Source Documentation (attach) or  
State Contract - Contract # \_\_\_\_\_

1. Name \_\_\_\_\_ Quote:\$ \_\_\_\_\_

2. Name \_\_\_\_\_ Quote:\$ \_\_\_\_\_

3. Name \_\_\_\_\_ Quote:\$ \_\_\_\_\_

4. Name \_\_\_\_\_ Quote:\$ \_\_\_\_\_

5. Name \_\_\_\_\_ Quote:\$ \_\_\_\_\_

C. \$10,000 to \$25,000 (Check One)

5 Written Quotes from SPP Vendor Roster (attached) or  
Sole Source Documentation (attach) or  
State Contract – Contract # \_\_\_\_\_

D. Over \$25,000 (Check One)

Small Works Roster Bid Process or  
Sole Source Documentation (attach)

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

Please return to Finance Department as documentation to be filed with Invoice for Payment



## Purchasing Manual

### Section 4.2 Professional/Technical Services:

**Definition:** Services are non-public works activities requiring labor, equipment, supplies and materials for which an agency contracts, on a **periodic and/or routine basis**. It includes not only the provision of professional and technical expertise but also the performance of tasks which consists primarily of “mental vs. physical” work.

**Note:** Architectural/Engineering/Surveying Services (A&E) have different and additional processes according to RCW 39.80 regarding advertising and negotiation. *“that governmental agencies publicly announce requirements for architectural and engineering services, and negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required and at fair and reasonable prices.”*

**Procedure:** (For non A&E Services): A contract is required for all dollar amounts. These types of services are required to be purchased via a “competitive solicitation”. First, select SOQ’s from the SPP Vendor Roster and distribute RFP’s (Request for Proposals) if deemed necessary. An RFP defines the work to be performed. The City of Sammamish recognizes the Shared Procurement Portal of the eCitygov Alliance as its official roster. Be sure to include the Contract Routing Form.

**Procedure for Architectural & Engineering Services:** The award cannot be based on the lowest dollar amount as it is with Materials, Equipment and Supplies or Public Works Projects. *“The agency shall negotiate a contract with the most qualified firm for architectural and engineering services at a price which the agency determines is fair and reasonable to the agency. In making its determination, the agency shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature thereof.”*  
RCW 39.80.050

#### Examples:

- Customized accounting software and ongoing support services, as opposed to purchase of an "off-the-shelf" program with minimal support (which would be a supply)
- Maintenance contracts for office equipment, including computers
- Official newspaper
- Contracts for professional architectural, landscape architecture, surveying and engineering services. **Note:** requires an advertising & negotiation process per RCW 39.80
- Janitorial Services are the only service that requires Prevailing Wage (RCW 36.12.020)



Purchasing Manual

Professional & Technical	All \$ Amounts	5 Quotes From SPP Vendor Roster + <ul style="list-style-type: none"> <li>▪ SOQ (5 needed if over \$25,000)</li> <li>▪ Consultant Evaluation Forms</li> <li>▪ Standard Contract w/Routing Form</li> <li>▪ Scope of Work</li> <li>▪ Certificate of Insurance</li> <li>▪</li> </ul>
Architects & Engineers Landscape Architects & Surveying	All \$ Amounts	Same as Above + <ul style="list-style-type: none"> <li>▪ See additional Advertising &amp; Negotiation Process RCW 39.80</li> </ul>



Purchasing Manual

**Professional, Technical Services – Check List**

State Type of Service: \_\_\_\_\_

\_\_\_\_\_

PROCEDURE:

- A. Select from SPP Vendor Roster (Attach SOQ)
- B. Fill out Consultant Evaluation Forms & Standard Contract & Scope of Work
- C. Receive Certificate of Insurance

1. Name \_\_\_\_\_

2. Name \_\_\_\_\_

3. Name \_\_\_\_\_

5. Name \_\_\_\_\_

5. Name \_\_\_\_\_

For Architects, Landscape Architects, Engineers & Surveying of any \$ amount:

- A. Advertising & Negotiation Process per RCW 39.80 (see Code Section)

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

Please return to Finance Department as documentation to be filed with Invoice for Payment



## Purchasing Manual

### Section 4.3 Public Works Project

**Definition:** Public Work is defined as: *“all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. (RCW 39.04.010). “Public work” generally includes such things as sewer, water and drainage systems, public buildings and fixtures and construction and repair of streets, sidewalks and roads, all when for public use.*

Example: Replacing an old bridge or roof would be considered repair or new construction which would be considered a public work. Vactoring a drainage system or cleaning a roof would be considered maintenance, not a public work.

**Note:** the above definition includes construction and repair but excludes ordinary maintenance.

Ordinary Maintenance is defined as: *“work not performed by contract and that is performed on a regularly scheduled basis – even seasonally – but not less than once a year – to service, check or replace items that are not broken; or work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary” (WAC296)*

However, **Contracted** “ordinary maintenance” is a Public Work

Example: Street Sweeping would be ordinary maintenance if done by employees but a public work if done by contract.

City employees may perform public works not exceeding 10% of the City’s total construction budget, including supplements, if that work is entirely in the Right Of Way

Sales Tax Exemption: LABOR (not materials) is exempt from sales tax on any city owned property used primarily for pedestrian or vehicle traffic. (RCW 82.04.050) i.e. streets & sidewalks, trails & pathways. See Glossary of terms for “Sales Tax Exemption”.



## Purchasing Manual

### Procedure:

Must solicit at least 5 bids from the Small Works Roster. For projects between \$150,000 and \$300,000 all contractors on the Roster must be notified. The City of Sammamish recognizes the Shared Procurement Portal of the eCitygov Alliance as its official roster. No matter the dollar amount, the contractor must file the following:

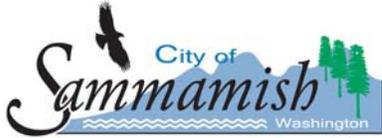
- Intent to pay Prevailing Wage (including its subcontractors),
- Certificate of Insurance
- Performance Bond
- Retainage Agreement.

If using the Limited Small Works Process for projects under \$65,000 multiple trades (or \$40,000 single trade) “A public entity may in lieu of a performance and payment bond, retain 50% of the contract amount for a period of 30 days after date of final acceptance (RCW 39.08.010).” Before final payment is made the City must receive the Affidavit of Wages Paid and acceptance of the project by the City Council. If the project is above \$300,000, a formal bid process must be followed.

### Bid Rejection:

As a part of any project requiring a bid process, be it small works roster to a full architectural drawing and bidding package, the bid documents shall contain the exact or substantially the same language as follows:

“After review, bids may be rejected by the City Manager for cause. “Cause” shall be defined as those found in RCW 43.19.1911(4) and/or any failure to meet the bid call. Any bidder may appeal the rejection of bids by the City Manager to the City Council by making a written request to the City Clerk not more than 5 business days after notification of the bid rejection. If an appeal is filed, the appeal before the City Council shall be heard as soon as practicable after the appeal notice is given to the City Clerk.



**Section 4. Contracts & Purchase Orders:**  
Overview

Type of Contract	Amount	Requirements	Form
PURCHASE ORDERS	Less than \$2,500	<ul style="list-style-type: none"> <li>▪ <b>Used For:</b> Small, unanticipated maintenance &amp; repairs Less than \$2,500 &amp; one time occurrence</li> <li>▪ <b>Example:</b> Repair roll up garage door, repair stair handrails, small painting jobs</li> <li>▪ P.O. is the contract</li> <li>▪ Solicit 5 bids and attach documentation</li> <li>▪ Only City signature needed</li> <li>▪ Vendor accepts terms by starting work</li> </ul>	<b>Purchase Order From Marlene</b>
ON CALL	If over \$15,000 must have Council approval	<ul style="list-style-type: none"> <li>▪ <b>Used For:</b> Small, anticipated maintenance &amp; repairs.</li> <li>▪ <b>Example:</b> small electric, plumbing, tree cutting, fence repair</li> <li>▪ Solicit 5 bids and attach documentation</li> <li>▪ Approved by City Mgr or City Council &amp; Vendor before work begins.</li> </ul> <p><b>Note:</b> Execute agreement <b>prior</b> to January 1<sup>st</sup> of each year.</p>	<b>Small PW Service Contract</b>
SMALL PW PROJECT CONTRACTS	Up to \$300,000 per project	<ul style="list-style-type: none"> <li>▪ <b>Used for:</b> Planned repairs and maintenance and unanticipated small projects</li> <li>▪ <b>Example:</b> Replace worn park fencing, replace kitchen light fixtures</li> <li>▪ Solicit 5 bids and attach documentation</li> </ul>	<b>Small PW Service Contract</b>
MAINTENANCE CONTRACTS	Any \$ Amount	<ul style="list-style-type: none"> <li>▪ <b>Used for:</b> Routine maintenance on a scheduled basis, i.e., monthly, quarterly, annually.</li> <li>▪ <b>Example:</b> Janitorial, HVAC, Elevator, Landscaping</li> <li>▪ Contract language can include small repairs</li> <li>▪ Solicit 5 bids and attach documentation.</li> </ul>	<b>Maint. Contract</b>



Purchasing Manual

<b>PUBLIC WORKS CONTRACTING CHART</b>				
<b>Requirement</b>	<b>Competitively Bid</b>	<b>Small Works Roster Process</b>	<b>Small Works Roster Process</b>	<b>Limited Public Works Process</b>
Project Costs	> \$300,000	< \$300,000	< \$150,000	< \$35,000
Plans and Specification	R	R	R	O
Estimates	R	R	R	O
Formal Advertisement	R	O	O	NR
Sealed Bids	R	O	O	NR
Public Bid Opening	R	O	O	NR
Quotes (written, faxed, phone, electronic)	N/A	R	Must Notify All Appropriate Contractors	Must Notify at least 5 Appropriate Contractors
Bid Bond	R	R	R	NR
Formal Award	R	O	O	O
Mandatory Responsible Bidder Criteria	R	R	R	R
Supplementary Bidder Responsibility Criteria	O	O	O	O
Performance/Payment Bond	R	R	R	O*
Retainage	R	R	R	O*
Insurance	R	R	R	R
DOR Release	R	R	R	NR
L & I Release	R	R	R	R
Employment Security Release	R	R	R	R
Prevailing Wages (I & A)	R	R	R	R
R = Required      NR = Not Required      O = Optional      NA = Not Applicable				
* May be waived – Finance Director Approval Required <b>Prior</b> to Bidding Project				

## Public Works Project – Check List

State Type of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: Selection must be lowest responsive bid

PROCEDURE: According to City of Sammamish Resolution R2008-325 Section 5C Competitive Bidding – documentation of evidence that the recommended contract is the “best possible price” shall be retained in the department files and copies submitted with the payment voucher.

### Project Under \$65,000

- Solicit at least 5 bids from the Small Works Roster - May also use the Limited Small Works Roster Process (bond waived if Limited SWR used)
- Fill out Contract
- Receive Intent to Pay Prevailing Wage (from contractor & sub contractors) \*
- Receive Certificate of Insurance

1. Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

2. Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

3. Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

4. Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

5. Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_



Purchasing Manual

Project from \$65,000 to \$300,000

- A. Same as Above plus
  - Performance Bond & Retainage
  - Notice of Completion to Dept of Revenue.
  - Must notify all contractors on the Small Works Roster of projects between \$150,000 and \$300,000.

Project Over \$300,000

- A. Formal Bid Process (See Forms Section)

\* Owner/Operator: If contractor is owner/operator with no employees, they do not need to pay themselves prevailing wages; **however**, they still need to file “Intents & Affidavits” with L&I and list in section 3 of the form that they are owner/operator.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

Please return to Finance Department as documentation to be filed with Invoice for Payment



## Purchasing Manual

### Section 5 Sources of Information

- Association of Washington Cities website  
<http://www.awcnet.org/>
- City Of Bellingham Purchasing  
<http://www.cob.org/services/business/purchasing.aspx>
- City Of Lynnwood Purchasing Policy  
<http://www.ci.lynnwood.wa.us/Content/Business.aspx?id=9>
- City of Ocean Shores
- City of Port Townsend
- City Of Redmond Finance Handbook (updated 1/4/2008)
- City Of Seattle Purchasing Dept (Nancy Locke)  
<http://www.seattle.gov/contract/default.htm>
- City of Shoreline (1<sup>st</sup> Class Code City)  
[purchasing@ci.shoreline.wa.us](mailto:purchasing@ci.shoreline.wa.us)
- City of Yakima  
<http://www.ci.yakima.wa.us/services/purchasing>
- ECitygov Alliance Shared Procurement Portal  
<http://WaGovBiz.net>
- Mike Purdy's Public Contracting  
<http://publiccontracting.blogspot.com/>
- MRSC  
<http://www.mrsc.org/Subjects/PubWorks/pb/pb.aspx>



## Purchasing Manual

- NIGP National Institute of Government Purchasing  
<http://www.nigp.org/default.htm> National Chapter  
<http://www.wanigp.org/index.cfm> Washington Chapter
- PNPPA – Pacific NW Public Purchasing Assoc. E-mail Listserv
- Revised Code of Washington  
<http://apps.leg.wa.gov/rcw/>
- Washington State Purchasing Manual  
<http://www.ga.wa.gov/PCA/Manual.htm>
- Washington State General Administration Purchasing  
<http://www.ga.wa.gov/Purchase/index.html>



## Purchasing Manual

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- City Of Bellingham Purchasing  
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- City Of Lynnwood Purchasing Policy  
<http://www.ci.lynnwood.wa.us/Content/Business.aspx?id=9>
- City of Ocean Shores
- City of Port Townsend
- City Of Redmond Finance Handbook (updated 1/4/2008)
- City Of Seattle Purchasing Dept (Nancy Locke)  
<http://www.seattle.gov/contract/default.htm>
- City of Shoreline (1<sup>st</sup> Class Code City)  
[purchasing@ci.shoreline.wa.us](mailto:purchasing@ci.shoreline.wa.us)
- City of Yakima  
<http://www.ci.yakima.wa.us/services/purchasing>
- ECitygov Alliance Shared Procurement Portal  
<http://WaGovBiz.net>
- Mike Purdy's Public Contracting  
<http://publiccontracting.blogspot.com/>
- MRSC  
<http://www.mrsc.org/Subjects/PubWorks/pb/pb.aspx>



## Purchasing Manual

- NIGP National Institute of Government Purchasing  
<http://www.nigp.org/default.htm> National Chapter  
<http://www.wanigp.org/index.cfm> Washington Chapter
- PNPPA – Pacific NW Public Purchasing Assoc. E-mail Listserv
- Revised Code of Washington  
<http://apps.leg.wa.gov/rcw/>
- Washington State Purchasing Manual  
<http://www.ga.wa.gov/PCA/Manual.htm>
- Washington State General Administration Purchasing  
<http://www.ga.wa.gov/Purchase/index.html>

## Section 6 Glossary

**Award:** The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder.

**Best Buy:** A cost effective direct purchase from a source other than a mandatory or convenience state contract or Central Stores.

**Bid Evaluation:** The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements and to ascertain other characteristics of the bid that relate to determination of the successful bidder.

**Bid Limits:** Dollar amounts below which competitive bids or the small works roster process are not required for the purchase of equipment, supplies or materials or for public works projects.

**Bid Opening:** The formal process through which bids are opened and the contents revealed for the first time.

**Competitive Bids:** A process through which there is competition following advertisement in designated legal newspapers and other media for equipment, supply, material and public works contracts, open to all suppliers, vendors, and contractors, and in which price is the primary basis for consideration and contract award.

**Conflict of Interest:** A situation where the personal interests of a contractor, public official or employee are, or appear to be, at odds with the best interest of the City.

**DOR:** Washington State Department of Revenue

**Emergency:** Is defined, uniformly for all classes and types of municipalities as unforeseen circumstances beyond the control of the municipality that either: 1) present a real, immediate threat to the proper performance of essential functions or 2) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. RCW 43.19.200

**Emergency Purchase:** A purchase made pursuant to the above RCW in which the normal competitive purchasing procedures have been waived by a declaration of emergency issued by the agency director.



## Purchasing Manual

**FOB:** “Free On Board” or “Freight On Board”. When designated FOB Destination, this means that the carrier owns the merchandise until it reaches your door (destination) and there won’t be a separate invoice for freight. In anything happens to the merchandise during shipping, the carrier is responsible for filing the claims – not the City. FOB determines at what point the ownership transfers. If an item is FOB origin, the City owns the merchandise from the point of shipping while it is in transit.

### **Formal Bid Process:**

- Invitation to Bid (ITB)
- Request for Quotation (RFQ)
- Request For Bid (RFB)
- Evaluate Bids (confidential process)
- Notify successful and non-successful vendors (at the same time)
- Rejected bids (non responsive – notify as soon as bid comes in)

**Informal RFP (Request For Proposal):** The form utilized to solicit written proposals from potential suppliers on items that are less than the competitive sealed bid threshold. Both cost and non-cost factors are evaluated in addition to conditions of responsiveness and responsibility to achieve best value. A weighted point assignment method of evaluation may be used if considered appropriate.

**ITB (Invitation to Bid):** Is a competitively sealed bid that formally tabulates and determines the lowest and best bidder based on price alone, while rejecting bids if they are not responsive to all requirements or responsible. Process:

- Advertise
- Have a formal public bid opening
- Select lowest price

**LSWR:** Limited Small Works Roster may be used for public works projects under \$65,000

**Ordinary Maintenance:** defined as “work not performed by contract and that is performed on a regularly scheduled basis – even seasonally – but not less than once a year – to service, check or replace items that are not broken; or work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary” (WAC296)

**Performance Bond:** RCW 39.08.010 requires municipal governments to call for a performance and payment bond. The bond is to be issued by a surety company licensed to do business in Washington. It is to be conditioned that the contractor shall faithfully perform all the provisions of such contract and pay all laborers, mechanics and subcontractors and all persons who supply such person or persons, or subcontractors with provisions and supplies for the carrying on of such work.



## Purchasing Manual

**Prevailing Wages:** RCW 39.12 The Prevailing Wage Law requires that workers are paid a certain hourly wage for **all** public works and public service maintenance contracts, **no matter what the dollar amount.** The Department of Labor & Industries administers the law. Prevailing wages apply to any worker, laborer, or mechanic performing public works. It does not apply to work that is clerical, executive, administrative or professional.

**Professional:** A vocation, calling, occupation or employment involving labor, skill, education, special knowledge and compensation for profit, but the labor and skill involved is predominantly mental or intellectual, rather than physical or manual.”

**Public Works:** RCW 39.04.010 defines the term "public work" to include all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. It includes, but is not limited to: Demolition, Remodeling, Renovation, Maintenance, Painting, Road construction, Utilities construction.

**Quotes:** A process through which written or electronic quotes are solicited from suppliers and vendors for equipment, supply and material contracts with total estimated costs below the bid limits following notification as established by local agency policies, if any, and in which price is the primary basis for consideration and contract award.

**RCW:** “Revised Code of Washington” – Permanent laws of the State of Washington in force.

**Responsible Bidder:** A person who has the capability in all respects to perform in full the contract requirements and meets the elements of responsibility as defined in RCW 43.19.1911

**Responsive Bidder:** A person whose bid conforms in all material respects to the terms and conditions, the specifications, and other requirements of a solicitation.

**Retainage:** RCW 60.28.011 requires municipal governments to withhold 5% of money due the contractor for a public improvement or work until completion and/or acceptance of the contract. This money is to be set aside as a trust fund for the protection and payment of anyone who performs labor, provides materials, supplies or equipment or subcontracts to the prime contractor. The State Dept of Revenue has lien rights against this fund for payment of unpaid taxes and the Dept of Labor & Industries has lien rights for non-payment of prevailing wages.



## Purchasing Manual

**RFP: (Request For Proposal):** Competitive sealed bid process. A solicitation where price, vendor qualifications, and technical responsibility and responsiveness are weighed and evaluated. See Formal Bid Process

**RFQ: (Request For Quotation)** Informal solicitation for items below the competitive sealed bid threshold. The request and the quote in response may be either written or oral as specified by the purchasing activity. Generally asking for the price of goods or services.

**RFQ: (Request for Qualifications)** Normally done before hiring a consultant (Professional/Technical/Architect/Engineering). You are asking for the services the offer, similar projects performed, principal employees, company overview, etc. Not to be confused with the RFQ above that is simply asking for a price quotation for goods and services.

**Sales Tax Exemption:** Sales tax is exempt from labor and services rendered for the building, repairing or improving of any street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel or trestle owned by a city or town which is used primarily for pedestrian or vehicle traffic. Materials used in constructing these projects are not exempt from the sales and use tax, only labor. (RCW 82.04.050(8))

**Sealed Bid:** A bid that has been submitted in a sealed manner, either manually or electronically, to prevent its contents being revealed or known before the deadline for submission of all bids. Required by RCW 43.19.1906 to enhance competition.

**Services:** Are non public works activities requiring labor, equipment, supplies and materials for which an agency contracts, on a periodic and/or routine basis. Examples include: yearly contracts for snow and ice removal customized software & support as opposed to “off the shelf” programs; landscaping contracts, maintenance contracts for office equipment (<http://www.mrsc.org/Subjects/PubWorks/pb/services.aspx#services>)

**Single Source Purchase:** A purchase of goods or services which is clearly and legitimately limited to a single source of supply.

**Sole Source Purchase:** Purchases which are clearly and legitimately limited to a single source of supply and purchases involving special facilities, services or market conditions, in which instances the purchase price may be best established by direct negotiation.

- Vendor is the original equipment manufacturer
- Parts of the equipment are not interchangeable
- Nothing else will meet the specialized needs



## Purchasing Manual

**Solicitation:** The process of notifying prospective bidders or offerors that the purchasing activity desires to receive competitive bids, quotes or proposals for furnishing goods or services. Also includes reference to the actual document used in that process.

**SOQ:** Statement of Qualifications. Required for Professional, Technical, Architects & Engineering contracts.

**SPP:** Shared Procurement Portal at <http://www.waGovbiz.net> . Contains the eCityGov Alliance Rosters

- Small Works Roster
- Architectural & Engineering Roster
- Supply Vendor Roster
- General Services Roster
- Legal Services Roster

**SWR:** Small Works Roster. A process through which there is competition following notification to some or all public works contractors who have requested placement on a roster kept by the local government agency, in which price is the primary basis for consideration and contract award. The City of Sammamish recognizes the Shared Procurement Portal (<http://www.wagovbiz.net>) as its official Small Works Roster according to R2007-291

**WAC:** Washington Administrative Code: Regulations of executive branch agencies are issued by authority of statutes. They are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency.



Purchasing Manual

# ORDINANCES AND RESOLUTIONS

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO.:O2000-50**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, ESTABLISHING A PROCEDURE  
RELATING TO CONTRACT APPROVALS AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
CERTAIN CONTRACTS WITHOUT PRIOR  
INDIVIDUAL APPROVAL BY THE CITY COUNCIL**

WHEREAS, RCW 35A.11.010 provides that the City of Sammamish, through its legislative body, may contract and be contracted with; and

WHEREAS, the City enters into a large number of minor and routine contracts for which it is burdensome to individually have City Council approval; and

WHEREAS, the City Council determines that the practical needs of the City require that the City Manager enter into certain contracts without prior individual approval by the City Council in order to allow the City to function in an orderly manner;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. Contract Approval Authorization. The following procedure is hereby established for the approval of certain contracts and granting the City Manager authority with respect to such contracts:

A. The City Council authorizes the City Manager to enter into and execute on behalf of the City the following contracts without individual approval of each contract by the City Council, so long as the contract is consistent with the approved annual budget for the City, and the City's liability under the contract does not exceed available fund balances:

1. Contracts for purchase of goods, supplies, materials, or equipment involving a cost or fee (excluding sales tax) of less than Fifteen Thousand Dollars (\$15,000).

2. Professional service contracts, including contracts for architectural, engineering, legal, and consulting services involving a cost or fee (excluding sales tax) of less than Fifteen Thousand Dollars (\$15,000).

3. Maintenance contracts involving a cost or fee (excluding sales tax) of less than Ten Thousand Dollars (\$10,000) per year.

4. Public Works projects involving a cost or fee of less than Thirty-five

Thousand Dollars (\$35,000) involving multiple trades, and Twenty Thousand Dollars (\$20,000) involving a single trade.

5. Settlement agreements involving a cost or fee of less than Twenty Thousand Dollars (\$20,000), and retention of legal counsel and expert consultants, involving risk management claims or suits.

6. Other routine agreements where no expenditure is involved, or the cost, expenditure, or fee (excluding sales tax) does not exceed Ten Thousand Dollars (\$ 10,000).

7. Lease agreements for materials, supplies, and equipment where the expenditure or fee does not exceed Ten Thousand Dollars (\$ 10,000) per year.

8. Sale of unneeded surplus personal property with an estimated cumulative value of Ten Thousand Dollars (\$10,000) or less, which has been certified for disposition, such sale or disposition to be made by the City Manager in accordance with informal procedures and in the best interest of the City.

9. Contracts that carry out or implement a provision of the Sammamish Municipal Code or established City policy, e.g., maintenance or performance bonds for plat improvements.

10. Emergency contracts. "Emergency" means a set of unforeseen circumstances that either:

a. Presents a real, immediate threat to the proper performance of essential functions; or

b. May result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; or

c. For public works projects, may result in a substantial loss to the City if the contract is not immediately entered into.

11. Employment and personnel matters. Unless otherwise provided by statute or ordinance, e.g., salaries and compensation are subject to City ordinance.

B. The breaking down of any purchase or contract into units or phases for the purpose of avoiding the maximum dollar amount is prohibited. The amount of a contract includes all amendments; provided, however, that amendments that do not exceed in total ten percent (10%) of the contract amount may be entered into without prior City Council approval.

C. The City Manager may present any contract to the City Council for prior approval, even if the contract is allowed to be approved without prior City Council approval.

D. All interlocal agreements shall be presented to the City Council for prior approval.

E. The City Manager shall promptly, within ten (10) days, provide to the City Council a copy (or summary) of any contract (or amendment) that has not received prior approval by the City Council.

F. "Contract" means any agreement creating a legal relationship between the City and another person or entity, or any amendment thereto.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON THE 16<sup>th</sup> DAY OF FEBRUARY, 2000.**

**CITY OF SAMMAMISH**

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Mayor Jack Barry

ATTEST/AUTHENTICATED

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Ruth Muller, Interim City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk: February 11, 2000  
Passed by the City Council: February 16, 2000  
Ordinance No.: O2000-50  
Date of Publication: February 23, 2000

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO: R2007-291**

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**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE  
ECITYGOV ALLIANCE AND THE CITY OF SAMMAMISH  
REGARDING COOPERATIVE PURCHASING AND USE OF A  
SHARED SMALL WORKS ROSTER.**

WHEREAS, the eCityGov Alliance and the City of Sammamish desire to enter into a cooperative purchasing agreement for various supplies, materials, equipment and services; and

WHEREAS, the City of Sammamish desires to participate in the shared small works roster in which the eCityGov Alliance is the lead agency; and

WHEREAS, the eCityGov Alliance and the City of Sammamish are authorized to enter into this Agreement pursuant to RCW Chapter 39.34, The Interlocal Cooperation Act;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF  
SAMMAMISH, WASHINGTON, DO RESOLVE AS FOLLOWS:**

The City Manager is hereby authorized, and directed to execute on behalf of the City, an Interlocal Agreement with eCityGov for the purpose of cooperative purchasing and use of a shared small works roster, in a form substantially similar to that attached as Exhibit "A".

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING  
THEREOF ON THE 6<sup>th</sup> DAY OF NOVEMBER 2007.**

**CITY OF SAMMAMISH**

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Mayor Mark Cross

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk: October 21, 2007

Passed by the City Council: November 6, 2007

Resolution No.: R2007-291

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2008-325**

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**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON  
ESTABLISHING PURCHASING POLICIES THAT CONFORM TO  
STATE LAW REQUIREMENTS FOR MONIES BUDGETED AND  
SPENT IN ALL CITY OPERATIONS.**

**WHEREAS**, the City Council desires to ensure that the City's purchasing policies and procedures that comply with State law requirements;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO RESOLVE AS FOLLOWS:**

**SECTION 1: INTRODUCTION/INTENT**

This document has been prepared to establish a uniform system of purchasing and spending with all policies and procedures in writing and available in one document. It is the intent of a uniform system to assist all departments in obtaining the maximum use of money budgeted and spent for procurement of goods and services, to aid in the budget and general financial control of all City operations and to enforce all federal, state and local regulations. It is the intent of the resolution to replace and supersede all previously adopted purchasing policies and procedures.

**SECTION 2: GENERAL**

It is the general policy of the City that all expenditures shall be rationally related to some public purpose and reasonable in the amount and nature. All expenditures/expenses must be pre-audited and certified by the City's Finance Director or designee prior to submitting them to the City Council or its designated advisory group. The City Council or its designated advisory group may review and certify account payable claims twice monthly, and perform a limited audit of payroll to ensure that all issued payroll checks have been accounted for in the payroll of a given month.

Normally no claims/payroll checks may be issued prior to review and approval of City Council or its designated advisory group. However, the City Council has authorized the City Manager to issue certain checks prior to the review and approval by the City Council if they deemed that a delay in payment would not be in the best interest of the City. These may include, but are not limited to:

1. When delay in payment may result in late charges or penalties;
2. Registration fees, etc., that require payment by a certain deadline;
3. Payments that must be made in advance, (County permit fees, etc.)

At the next regular meeting, the City Council or its designated advisory group must review and approve those claims paid. If the City Council or its designated advisory group disapproves a claim that has already been paid, the City Manager or Finance Director must recognize the claim

as a receivable and pursue collection diligently until the amount is either collected or the City Council is satisfied and approves the claim.

### **SECTION 3: PURCHASING MANUAL**

The attached purchasing manual is hereby adopted and by this reference incorporated herein.

### **SECTION 4: PURCHASING AUTHORITY**

#### **A. Authorization/Forms:**

- All purchases less than \$10,000 must be approved by a Department Director or his/her designee.
- All purchases in excess of \$10,000.00 must be approved by the City Manager, unless an emergency situation exists.

The above approvals must be made by signature on a purchase order, invoice or a personal expenses reimbursement form, as appropriate. (See Attached Forms).

**B. Budget Appropriations:** All departments are encouraged to stay within the line item appropriations, however, if it is necessary to exceed the appropriation in one line item, the Department Director must compensate by under-spending in another line item to ensure that the total fund expenditures do not exceed the total fund appropriation.

**C. Non-Budgeted Expenditures:** All non-budgeted capital outlay expenditures must be approved by the City Manager.

**D. Budget Amendments:** If an expenditure/expense shall cause a fund to exceed the total budgeted appropriation for the fund a budget amendment ordinance shall be prepared and submitted to the City Council for approval before expenditure is incurred. Council consensus to approve a future budget amendment that includes the cumulative affect of all of budget adjustment items for a specific period will also satisfy the authority to spend requirement.

**E. Multiple Year Budgets:** Multi-year and capital project budgets are defined as non-operating/special purpose budgets where appropriations do not lapse at year end and are approved for those funds authorized under State law. Such budgets will be authorized by the City Council and will not pass at calendar year end, but will continue until the purpose of the project or fund has been completed. Such budgets may be amended from time to time by the City Council, whether for an individual project, or for the total fund where projects do not exist within the account structure.

### **SECTION 5: PURCHASING PROCESS**

**A. General Procedures:** An invoice must have the authorization signatures denoted in Section 3 of this resolution along with vendor name and address, description of goods or services being purchased, cost, account number to be charged, and balance of long-term project payments, purchase amount and a dated and authorized department signature that will be forwarded to the Finance Department. The Finance Department will merge the receiving

copy, original invoices (or authorized substitute, as may be required by the City Manager or Finance Director), and purchase order on file, perform an accounts payable audit on the voucher package, and prepare checks following data entry into the City's accounting system.

- B. Petty Cash Funds:** The City shall have a working petty cash fund of \$300 and a change fund of \$200. The use of such funds shall conform to guidelines established under State Law as follows:
- a. The City Council must approve all new petty cash funds or changes in the level of existing funds.
  - b. The City Council shall appoint the Finance Director or his/her designee as the petty cash custodian.
  - c. Working fund type petty cash funds are to be used to facilitate small purchases, not to exceed \$50.00 unless specifically authorized by the City Manager or his/her designee.
  - d. Petty cash shall be replenished, at a minimum, once quarterly by check payable to the appropriate custodian and petty cash account.
  - e. Recording of petty cash accounts should be properly segregated from other cash accounts on the City's balance sheet statement.
  - f. The replenishing of petty cash should follow the same review and approval as processed invoices.
  - g. The petty cash fund may not be used for personal cash advances even if secured by check or other IOU's.

**C. Competitive Bidding:**

- a. Procedures for public works contracts or purchases shall be governed by RCW35A.40. Contracts that require competitive bidding under State law shall be awarded according to the procedures set forth in RCW 35.23.352. No contract for construction of public works less than the threshold amount required for competitive bidding shall be awarded without approval of the City Manager, except in the event of emergencies. The department head, in requesting approval, shall submit evidence that the recommended contract is the best possible price. Such evidence shall be retained in department files and copies submitted with the payment voucher. In accordance with the Revised Code of Washington such procedures may be waived in the event of an emergency.
- b. Although not required, it is encouraged that the City will bid for the purchasing of materials, supplies, or equipment unconnected with a public works project. The City must use the competitive bid process for purchasing public works projects where the estimated cost of the project exceeds \$30,000 for a single craft or trade or \$50,000 for multiple crafts or trades.
- c. Small Works Roster: In addition to the above procedures, the City may use a Small Works Roster and award contracts for \$200,000.00 or less, as provided in RCW 39.04.155. The City recognizes the ECityGov Alliance Shared Procurement Portal as its small Works Roster.
- d. Intergovernmental Purchases and Bidding: RCW 39.34.030, a section of the Interlocal Cooperation Act, authorizes cooperative action, including joint purchases by different governmental entities. Under this act, the City has entered

into agreement with the State Department of General Administration that authorizes the City to purchase through the Department of General Administration without going out to bid. The City may also enter into other purchasing arrangements with other government entities.

- e. **Rejection of Bids:** After review, bids may be rejected by the City Manager for cause. "Cause" shall be defined as those found in Washington state law and/or any failure to meet the bid call. Any bidder may appeal the rejection of bids by the City Manager to the City Council by making a written request to the City Clerk not more than 5 business days after notification of the bid rejection. If an appeal is filed, the appeal before the City Council shall be heard as soon as practicable after the appeal notice is given to the City Clerk.

- D. **Fixed Assets and Depreciation:** General fixed assets are to be defined and accounted for in compliance with generally acceptable accounting standards. Assets owned by proprietary funds are to be depreciated and accounted for in a like manner. The Finance Director will determine the minimum threshold cost of capital outlay expenditures that shall be recorded as fixed assets of the City. The currently recommended threshold shall be \$5,000 for both general fixed assets and proprietary assets. All fixed assets are valued at historical cost (or estimated cost, where historical cost is not known/or estimated market value for donated assets/or the lower of cost of fair market value when transferred between proprietary funds and the general fixed assets account group).

## **SECTION 6: EMPLOYEE EXPENSES**

- A. **General:** It is the City's policy to encourage continued education and training for all employees and to endorse professional affiliations where the City may derive benefit by the increased or continued competence of its staff or from those professional relationships that carry a significant public relations advantage for the City. (Please refer to the City's Travel Policy).
- B. **Credit Cards:** Refer to the City of Sammamish Credit Card Policy.
- C. **Authorized Expenses:** The City shall pay all reasonable costs that relate to employee travel. These include registration fees, room, board, tips (not to exceed 15% of meals) and mileage for the employee only. Non-allowable expenses include expenses of a spouse or other unauthorized person, personal entertainment, beauty/barber shop, personal postage/telephone, and other non-business related expenses unless specifically authorized by the City's travel and reimbursement policy. (Refer to the City of Sammamish Travel Policy).
- D. **Mileage:** It is recommended that all City personnel use a City vehicle when traveling on official City business, unless a City vehicle is not available or it is determined by a Department Director that it is not in the best interest of the City due to the length of time such a vehicle shall be unavailable for other City use.

(Refer to the City of Sammamish Travel Policy, Section 3.1).

- E. **Employee Reimbursement**: Reimbursement procedures for out-of-pocket expenses will be through the normal claims process. (Refer to Section 4). The employee shall prepare a “personnel expense reimbursement” form (see attached), as may be established by the City Manager and Finance Director, attach required receipts, obtain approval signatures, and submit for claims payment. Where administrative policy allows petty cash to be used for small City business expense reimbursements (less than \$50.00), the applicable form should be prepared in like manner and submitted to the petty cash custodian. (See attached form).

**SECTION 7: ADMINISTRATIVE PROCEDURES**

The City Manager is authorized to establish additional policies and procedures, or modify existing policies and procedures, to facilitate administrative compliance with the City’s Purchasing policies and practices established herein, and/or comply with other state or federal mandated financial policies.

If any provisions of this Resolution are determined to be invalid or unenforceable for any reason, the remaining provisions shall remain in force and affect.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 15<sup>th</sup> DAY OF APRIL 2008**

\_\_\_\_\_  
Lee Felling, Mayor

Attest:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk:	April 10, 2008
Passed by the City Council:	April 15, 2008
Resolution No.:	R2008-325



Purchasing Manual

# SHARED PROCUREMENT PORTAL INFORMATION

# SHARED PROCUREMENT PORTAL

COMMON GOALS. COMMON PRACTICES. ONE SOLUTION.

Shared Procurement Portal > Pages > Roster Information

## Roster Information

The eCityGov Alliance has established the Shared Procurement Portal rosters as a means of soliciting and notifying businesses and contractors about opportunities to respond to bids and proposals.

The Shared Procurement Portal rosters have been divided into the following rosters:

- The **Small Public Works Roster** (RCW 39.04.155 ) may be used to solicit bids on small public work construction projects estimated up to \$200,000. To be accepted onto the Small Works Roster, contractors will be required to meet the Minimum Qualification Requirements. Contractors will also be asked to submit four previously completed construction projects that evidence the contractor's ability to perform work specific to the small public work category. Public works include all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the agency.
- The **Professional Services/Architectural & Engineering (A & E) Roster** (RCW 39.80 ) may be used to solicit proposals from Professional Service providers. Applying to this roster may require an electronic Statement of Qualifications (SOQ) to be uploaded for certain service categories. Professional Services are defined as "expert an professional services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience such as architects, surveyors, engineers, accountants, physicians, attorneys, consultants and designers".
- The **General Services Roster** may be used to solicit proposals for all other service related work that is not considered a public work or professional service. Applying to this roster may require an electronic Statement of Qualifications (SOQ) to be uploaded for certain service categories. General Services includes such services as building maintenance, janitorial services, automotive services, instructors, entertainers, etc.
- The **Supply Vendor Roster** may be used to maintain a list of all interested vendors that seek to provide goods, materials, and supplies to the member agencies. This registration is not required for you to do business with these member agencies. The member agency may utilize this list, to the extent practicable, for soliciting quotations for goods and/or products.
- The **Legal Services Roster** may be used to solicit proposals for legal consulting and services. Applying to this roster may require an applicant to submit a Statement of Qualifications (SOQ).

To be considered for acceptance to one of the rosters, an application must be completed and submitted. Acceptance to the roster does not guarantee work with any member agency.

Last modified at 11/28/2007 1:05 PM by Dossett, Doug



# SHARED PROCUREMENT PORTAL

COMMON GOALS. COMMON PRACTICES. ONE SOLUTION.

Home

**Instructions**

Log On

General Information

Business Classification

Agency Selection

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### Small Works Roster

Minimum Qualifications

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### Professional Services / A & E

Services List

Statement of Qualifications

### Legal Services

Services List

Statement of Qualifications

### General Services

Services List

Statement of Qualifications

### Vendor Roster

Review & Submit Application

## Instructions

To be considered for acceptance onto one of the rosters, please click "continue" below to begin the online application process. Once you have created a login on the system, you can exit at any time by selecting the logout button. If applicable, you will have the option of applying to more than one roster. To complete the application process, you must:

**Step 1:** Log In / Create Log In

**Step 2:** General Information

**Step 3:** Business Classification

**Step 4:** Agency Selection

**Step 5:** Roster Selection

**Step 6:** Review & Submit Application

Before beginning, you may find it helpful to have the following company information available:

- \* Company name
- \* Owner & contact Names
- \* Address(es)
- \* E-mail & website addresses
- \* Federal tax identification number
- \* UBI number
- \* Contractor's license or professional license number
- \* Business classifications
- \* For the Small Works Roster, four project histories, including project name, owner name, owner phone number, project value and date completed

**Continue**

## Shared Procurement Portal

Common goals, common practices, one solution

### What is the Shared Procurement Portal?

The Shared Procurement Portal is a web-based application that will offer many types of procurement services. Phase 1 will feature a Shared Roster Program offering four separate rosters:

- Small Works Roster
- Professional Services/Architectural & Engineering (A&E) Roster
- General Services Roster
- Supply/Vendor Roster

The Shared Procurement Portal is not just a roster program. It's much more. Our vision is to develop applications for all common procurement practices such as:

- Additional rosters
- Centralized Project Posting
- On-line bidding and submittals
- RFP/Q Process Tracking
- Centralized Form Management
- Expanded Cooperative Purchasing

An expanded list of functionality can be found [here](#).

### Advantages of the Shared Procurement Portal

The best part of the Portal is that it is governed by public [agency staff](#) that know this business. Our project team is comprised of Purchasing Managers & Supervisors, Finance and Public Works Directors, and a myriad of others involved with all phases of the procurement process.

Member cities and agencies will also have access to a private web site that will improve communication between public agencies. Initial functionality will allow members to post Interlocal Cooperative Purchasing Agreements, Sample Bids, RFP/Q's, and contracts that are available for "piggybacking".

We are planning to launch Shared Procurement Portal in early December. The SPP will be supported by dedicated back office staff to review and approve applications, answer customer service calls, and maintain the influx of information.

---

#### Contact Information

Jamie Robinson, Project Team Chair  
City of Bellevue  
425-452-6843  
[jrobinson@bellevuewa.gov](mailto:jrobinson@bellevuewa.gov)

John Backman, Executive Director  
eCityGov Alliance  
425-452-7821  
[jbackman@ecitygov.net](mailto:jbackman@ecitygov.net)

## Shared Procurement Portal

Common goals, common practices, one solution

### Project Team Members

<u>Jamie Robinson</u>	City of Bellevue	Contracting Services Supervisor
<u>Mayvis Schwab</u>	City of Bellevue	Bid & Contract Coordinator
<u>Doug Jacobson</u>	City of Bothell	Public Works Director
<u>Darcey Strand</u>	City of Issaquah	Office Manager
<u>Barry Scott</u>	City of Kirkland	Purchasing Agent
<u>Sheila Sigmond</u>	City of Kirkland	Buyer
<u>Rose Onofrio</u>	City of Mercer Island	Capital Improvements Admin.
<u>Cathy Robinson</u>	City of Shoreline	Purchasing Manager
<u>Lyman Howard</u>	City of Sammamish	Finance Director
<u>Marlene Dunham</u>	City of Sammamish	Finance Specialist
<u>Harry Oestreich</u>	City of Snoqualmie	Finance Officer
<u>Jim Katica</u>	City of Woodinville	Administrative Services Director
<u>Kate Sayers</u>	eCityGov Alliance	Project Manager
<u>Linda Johnson</u>	eCityGov Alliance	Admin Support

### Contact Information

Jamie Robinson, Project Team Lead  
City of Bellevue  
425-452-6843  
[jrobinson@bellevuewa.gov](mailto:jrobinson@bellevuewa.gov)

John Backman, Executive Director  
eCityGov Alliance  
425-452-7821  
[jbackman@ecitygov.net](mailto:jbackman@ecitygov.net)

Christmas letter

## Statement of Qualifications for Legal Services Roster

### **Introduction**

The Legal Services Roster introduces your business and the services you provide to the various public agencies participating in the Shared Procurement Portal. The Roster features numerous categories of legal services routinely utilized by public agency staff. Interested firms and attorneys will submit a Statement of Qualification describing the firm's experience and competence in performing work within the selected service category that has been identified through the application process.

Public agency staff will utilize the roster to solicit qualifications and/or proposals for a variety of services. Firms selected from the roster must comply with all agency's contracting requirements and laws. Acceptance onto the roster does not guarantee any work or service with participating agencies.

### **Submittal Requirements**

Statement of Qualifications should include:

1. **General Information** including number of years in business, size of firm, contact information (including phone, address, e-mail, website & fax number), .
2. **Qualifications** - Describe your capabilities and expertise in providing legal services for each practice area for which you wish to be considered including the name and resume of the attorney(s) available for the legal services in those practice areas. Provide a list of cases defended/filed in the last five years in the area of specialty including a brief description of the case's subject matter and disposition.
3. **References** – Provide a list of references and a list of public sector clients served in the last five years.
4. **Rates** – Provide billing rate for each listed attorney.

### **Public Records**

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this application (the "documents") become a public record upon submission, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law

### **Contact**

Linda Johnson

[lrjohnson@ecitygov.net](mailto:lrjohnson@ecitygov.net)

Monday through Friday 1:00 PM – 4:00 PM, Phone – 425.452.6918

**Statement of Qualifications  
for  
Professional Service/A & E Roster**

**Introduction**

The Professional Service/Architectural and Engineering (A&E) Roster introduces your business and the services you provide to the various public agencies participating in the Shared Procurement Portal. The Roster features numerous categories of consultant services routinely utilized by public agency staff. Interested consultants will submit a Statement of Qualification describing the firm's experience and competence in performing work within the selected service category that has been identified through the application process.

Public agency staff will utilize the roster to solicit qualifications, proposals, and quotes for a variety of services. Consultants selected from the roster must comply with all agency's contracting requirements and laws. Acceptance onto the roster does not guarantee any work or service with participating agencies.

**Submittal Requirements**

Statement of Qualifications should include:

1. **Cover Letter** - A summary of your company including submittal date, number of years in business, size of firm, contact information (including phone, address, e-mail, website and fax number), recent professional experience including work with public agency clients and applicable projects. (Limited to **three (3)** pages).
2. **Qualifications for each Service Category** – Clearly mark and describe your firm's capabilities and expertise in providing services for each selected service category. Identify which elements will be done in-house and which will be done by sub-consultants. (Limited to **four (4)** pages per service category).
3. **References** – Provide examples of previous projects, in each service category, performed by your firm with references and telephone numbers. (Limited to **two (2)** pages per service category).
4. **Project Manager Qualifications** – Provide names and specific duties of individuals your firm might propose as project managers/engineers (per service category if PM will be different) with statements of their qualifications. Please limit the number to three individuals. Provide examples of previous projects completed by each project manager with at least 4 references and telephone numbers. Local references are preferred. (Limited to **three (3)** pages per service category).
5. **Personnel Qualifications** – Provide names, responsibilities, statement of qualifications and experience of other personnel you expect to utilize. (Limited to **two (2)** pages per service category).

**Public Records**

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this application (the "documents") become a public record upon submission, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law

**Contact**

Linda Johnson

[lrjohnson@ecitygov.net](mailto:lrjohnson@ecitygov.net)

Monday through Friday 1:00 PM – 4:00 PM, Phone – 425.452.6918



Purchasing Manual

# CONSULTANT CONTRACT

# CONTRACT ROUTING FORM

Date: \_\_\_\_\_

1. **Type:**  Professional Services  Contract Agreement  Interlocal  Grant

Originating Dept: \_\_\_\_\_ Staff Contact: \_\_\_\_\_ Ext. \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

2. **Project Name:** \_\_\_\_\_

3. **Total Compensation:** \$ \_\_\_\_\_

4. **Funding Source/Account No:** \_\_\_\_\_

**5. Contract Review:**

Department Director Review

**Initial/Date Approved**

\_\_\_\_\_

City Attorney Review

\_\_\_\_\_

Finance Director/Risk Manager Review

\_\_\_\_\_

**6. Contract Approval**

**Initial/Date Approved**

Council Approval (if over \$15,000)

\_\_\_\_\_

Return Contract to City Clerk

\_\_\_\_\_

Contracting Party's Signature  
(to be obtained prior to CM Signature)

\_\_\_\_\_

Contract Number: \_\_\_\_\_

City Manager's Signature

\_\_\_\_\_

7. **Effective Date:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

Certificate of Insurance:

**8. Signed Copies to:**

Original to City Clerk

Contracting Party

Originating Department

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 using the form set forth in Exhibit "B".

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 "C," 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 December 31, 200\_\_, 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.

**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.

**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  
801 228<sup>th</sup> 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.

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: \_\_\_\_\_

Title: City Manager \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest/Authenticated:

Approved As To Form:

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

\_\_\_\_\_  
City Attorney

[INSERT EXHIBIT A – SCOPE OF SERVICES]

(Provided by consultant or Vendor)

EXHIBIT B



**REQUEST FOR CONSULTANT PAYMENT**

To: City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone: (425) 295-0500  
FAX: (425) 295-0600

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

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

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

Telephone: \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

**ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED**

**For Department Use Only**

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Finance Dept.</b>
Check # _____ Check Date: _____

EXHIBIT C



**TAX IDENTIFICATION NUMBER**

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

- Corporation
- Partnership
- Government Consultant
- Individual/Proprietor
- Other (explain)

TIN No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (Required)



Purchasing Manual

# PROFESSIONAL SERVICES CONTRACT

# CITY OF SAMMAMISH

## PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and \_\_\_\_\_, hereafter referred to as the "Contractor".

WHEREAS, the City has a need to have certain services performed; and

WHEREAS, the City desires to have the Contractor 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 Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered the sum of \$ \_\_\_\_\_. Upon completion of the services, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten days following City Council approval.
3. **Duration of Agreement.** This Agreement shall be in full force and effect from the date of execution through \_\_\_\_\_.
4. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
5. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees.
6. [INSERT INSURANCE PROVISIONS IF APPROPRIATE]

7. **Termination.** This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.
8. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
9. **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 party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.
10. **Applicable Law.** 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.

CONTRACTOR

By: \_\_\_\_\_ Address: \_\_\_\_\_

DATE: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip \_\_\_\_\_

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

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

Social Security No. or Tax Identification No. \_\_\_\_\_

CITY OF SAMMAMISH, WASHINGTON

By: \_\_\_\_\_  
City Manager

DATE: \_\_\_\_\_

Attest/Authenticated:

---

City Clerk

Approved as to form:

---

City Attorney

SAMPLE

EXHIBIT A

Scope of Services to be Provided by Contractor

The Contractor shall furnish the following services:

SAMPLE



Purchasing Manual

# SUPPLEMENTAL AGREEMENT (Contract Amendment Form)



## SUPPLEMENTAL AGREEMENT

Amendment Number: One	Date:
Project:	City Project number
Consultant:	Contract Number:

The City of Sammamish desires to amend the agreement with

The changes to this agreement are described as follows:

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
\$ _____	\$ _____	\$ _____	\$ _____
_____ (consultant name) <span style="float: right;">Date</span>		Approved: _____ City of Sammamish <span style="float: right;">Date</span>	



Purchasing Manual

# SMALL WORKS SERVICE CONTRACT



## SMALL PUBLIC WORKS SERVICE CONTRACT

Between: City of Sammamish and (contractor name)  
Project: (project name)  
Commencing: (date)  
Terminating: (date)  
Amount: (bid amount excluding tax)  
(estimated sales tax)

**THIS CONTRACT**, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and (contractor name), (the "Contractor").

### RECITALS

**WHEREAS**, the City desires to contract with the Contractor for (project name) and

**WHEREAS**, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

**WHEREAS**, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

**NOW THEREFORE**, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

**1. Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

**2. Contract Documents.** The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

**3. Payment.** The Contractor shall submit properly certified invoices for the Work performed . The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit “B”, W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

**4. Time of Performance/Liquidated Damages.** The Contractor agrees to enter into a contract no later than ten (10) working days after Notice of Award and begin work within ten (10) working days after the date of Notice to Proceed. Completion time from the Notice to Proceed will be (fill in number of days) working days. If the work is not completed within the time specified, the Contractor agrees to pay the City the sum of \$250 each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages, due to the difficulty and uncertainty of attempting to calculate related actual damages.

**5. Warranties/Guaranty.**

5.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City’s final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

5.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

5.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

5.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

**6. Change Orders.** Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

**7. Insurance.** The Contractor shall procure and maintain for the duration of the contract, 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 Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

7.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

7.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

7.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

## **8. Performance Bond/Statutory Retainage/Prevailing Wages.**

8.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".

8.2 Retained Percentage. RCW chapter 60.28, concerning the rights and responsibilities of Contractor and City with regard to retainage are made a part of the contract by reference as though fully set forth herein. Pursuant to RCW 60.28.010, the City will hold five percent of the moneys earned by the Contractor pending completion of the work and final acceptance. In lieu of retainage, Contractor may instead post a bond that is subject to the same claims as the retained funds, as further set forth in RCW 60.28.011. The Contractor shall execute a "Declaration of Option for Management of Statutory Retained Percentage" for any monies reserved under RCW 60.28.

8.3 Prevailing Wages. The work under the Contract is subject to the minimum wage requirements of Chapter 39.12 RCW, as amended or supplemented. The Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference

made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <http://www.Ini.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

**9. Assignment/Delegation.** The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

**10. Applicable Law; Venue.** This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

**11. Termination.**

A. The City reserves the right to terminate or suspend this Contract 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 Contractor pursuant to this Contract shall promptly be submitted to the City

B. In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

C. This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

D. Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

**12. Duration.** This contract may be renewed at the City's option for up to two (2) additional one year terms. Any adjustments to compensation will be agreed to by the City and the Contractor at the time of renewal.

**13. Indemnification/Hold Harmless.** The Contractor 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 in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

If and only if a court of competent jurisdiction determines that this Contract 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Contract.

**14. Independent Contractor.** For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

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

**16. Waiver.** Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

**17. Attorneys Fees.** In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

**18. Entire Contract/Binding Effect.** This Contract constitutes the entire agreement between the parties hereto.

**19. Modification.** No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

**20. Severability.** If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

**21. Notices.** Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

**TO CITY:**

Project Manager:  
City of Sammamish

801 228<sup>th</sup> Avenue SE

Sammamish, WA 98075

Phone: (425) 295-0500

**TO CONTRACTOR:**

Contractor:  
Contact Name:

Street Address:

City, State, Zip:  
Phone:

Contact email:

CITY OF SAMMAMISH, WASHINGTON

By: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

CONTRACTOR, WASHINGTON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest/Authenticated:

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

Approved as to Form:

\_\_\_\_\_  
City Attorney

EXHIBIT A  
City of Sammamish

**SCOPE OF SERVICES**

EXHIBIT B

Insert W-9 form here



**PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ of \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are jointly and severally held and bound unto the City of Sammamish in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents, the condition of this bond such that;

WHEREAS, on the \_\_\_\_\_ day of, 20\_\_\_\_, the Principal herein made and entered into a certain contract with the City of Sammamish by the terms, conditions and provisions of which contract the said Principal agrees to furnish all material and do certain work to wit: \_\_\_\_\_

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to 39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

WITNESS our hand the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

PRINCIPAL

SURETY

By \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

**IMPORTANT:** Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington, for the full amount of the Contract.



Purchasing Manual

# SMALL WORKS MAINTENANCE CONTRACT



## SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between: City of Sammamish and (contractor name)  
Project: (project name)  
Commencing: (date)  
Terminating: (date)  
Amount: (bid amount excluding tax)  
(estimated sales tax)

**THIS CONTRACT**, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and (contractor name), (the "Contractor").

### RECITALS

**WHEREAS**, the City desires to contract with the Contractor for (project name) and

**WHEREAS**, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

**WHEREAS**, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

**NOW THEREFORE**, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

**1. Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

**2. Contract Documents.** The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

**3. Payment.** The Contractor shall submit properly certified invoices for the Work performed . The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit “B”, W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

#### **4. Warranties/Guaranty.**

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City’s final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

**5. Change Orders.** Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

**6. Insurance.** The Contractor shall procure and maintain for the duration of the contract, 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 Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

## **7. Prevailing Wages/Prevailing Wages**

7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".

7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule

of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <http://www.Ini.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

**8. Assignment/Delegation.** The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

**9. Applicable Law; Venue.** This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

**10. Termination.**

10.1 The City reserves the right to terminate or suspend this Contract 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 Contractor pursuant to this Contract shall promptly be submitted to the City

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

**11. Duration.** This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to January Seattle Consumer Price Index –Urban (CPI-U) rate.

**12. Indemnification/Hold Harmless.** The Contractor 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 in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

If and only if a court of competent jurisdiction determines that this Contract 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Contract.

**13. Independent Contractor.** For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

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

**15. Waiver.** Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

**16. Attorneys Fees.** In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

**17. Entire Contract/Binding Effect.** This Contract constitutes the entire agreement between the parties hereto.

**18. Modification.** No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

**19. Severability.** If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

**20. Notices.** Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

**TO CITY:**

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

CITY OF SAMMAMISH, WASHINGTON

By: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

Attest/Authenticated:

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

**TO CONTRACTOR:**

Contractor:  
Contact Name:

Street Address:

City, State, Zip:  
Phone:

Contact email:

CONTRACTOR, WASHINGTON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

EXHIBIT A  
City of Sammamish

**SCOPE OF SERVICES**

EXHIBIT B

Insert W-9 form here



**PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
of \_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are jointly and  
severally held and bound unto the City of Sammamish in the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_), for payment of which we jointly and severally bind  
ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these  
presents, the condition of this bond such that;

WHEREAS, on the \_\_\_\_\_ day of, 20\_\_\_\_, the Principal herein made and entered into a certain  
contract with the City of Sammamish by the terms, conditions and provisions of which contract the said  
Principal agrees to furnish all material and do certain work to wit: \_\_\_\_\_  
\_\_\_\_\_

As per maps and specifications made a part of said contract, which contract as so executed is hereunto  
attached, is now referred to, and by reference is incorporated, herein and made a part hereof, as fully for  
all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the  
terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and  
perform all matters and things by said Principal undertaken to be performed under said contract, upon the  
terms proposed therein, and within the time prescribed therein and, further, if the Principal shall, as  
required by law, pursuant to 39.08 Revised Code of Washington, pay all laborers, mechanics, and  
subcontractors and material men, and all persons who shall supply such person or persons or  
subcontractors with provisions or supplies for the carrying on of such work, then and in that event this  
obligation shall be void; but otherwise it shall be and remain in full force and effect.

WITNESS our hand the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

_____	_____
PRINCIPAL	SURETY
By _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Telephone: _____	Telephone: _____

**IMPORTANT:** Surety companies executing bonds must appear on the U.S. Treasury  
Department's most current list (Circular 570 as amended) and be authorized to transact  
business in the State of Washington, for the full amount of the Contract.



Purchasing Manual

# REQUEST FOR CONTRACT PAYMENT



# Sammamish Public Works Request for Contract Payment

Project Name \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Date of Invoice: \_\_\_\_\_

Contractor/Consultant: \_\_\_\_\_

Contract #: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

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

Account # \_\_\_\_\_

Account # \_\_\_\_\_

Account # \_\_\_\_\_

Account # \_\_\_\_\_

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

Total Contract Amount:		_____
Previous Payments:		_____
Invoice Amount		_____
Sales Tax	9.5%	\$ _____ -
Total Authorized Invoice Amount		\$ _____ -
Sales Tax Included in Pay Items		_____ <input type="checkbox"/>
Total to Retainage	5.0%	\$ _____ -
<b>TOTAL TO CONTRACTOR:</b>		<b>\$ _____ -</b>
Remaining Balance on Contract		\$ _____ -

**ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED**

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

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

Approved for Payment By: \_\_\_\_\_

*Department Director*

Date: \_\_\_\_\_



Purchasing Manual

# CONTRACT CHANGE ORDER





Purchasing Manual

# FINAL RECONCILIATION FORM

# Final Contract Reconciliation



City of Sammamish  
 801 228th Avenue SE  
 Sammamish, WA 98075  
 Phone: (425) 295-0500

Fax: (425) 295-0600

**CONTRACT NO.**  
**PROJECT:**

**DATE:**

ITEM	NEW ITEM	QTY	UNIT	UNIT PRICE	DESCRIPTION	ORIGINAL AMOUNT	REVISED AMOUNT	DIFF.
					Contract Over/Under Reconciliation	\$0.00	\$0.00	\$0.00
<b>Total Contract Reconciliation Amount:</b>								<b>\$0.00</b>

Total Original Contract Amount	Current Contract Amount Including Previous Change Orders	Contract Reconciliation Total	Revised Contract Amount
		<b>\$0.00</b>	<b>\$0.00</b>

- This Contract Reconciliation constitutes full and complete adjustment to the final Contract Amount to represent all Change Orders and Increases/Decreases to bid items within the limits defined by the contract.
- The adjusted contract price includes any applicable sales tax.
- This document will become a supplement to the Contract and all provisions in the contract will apply hereto.
- Refer to Final Contract Payment form for detail of Change Orders and Bid Item Increases/Decreases.

Recommended	Signature: _____ _____, Project Engineer	Date: _____
Concur	Signature: _____ _____, City Engineer	Date: _____
Concur	Signature: _____ _____, Director of _____	Date: _____
Approved	Signature: _____ Ben Yazici, City Manager	Date: _____



Purchasing Manual

# REQUEST FOR QUALIFICATIONS



## REQUEST FOR QUALIFICATIONS

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

### **RFQ # TC-1 Infrastructure Plan for Sammamish Town Center**

Submittals should be filed with the reception desk 1<sup>st</sup> floor, 801 228<sup>th</sup> Avenue SE, City Hall, Sammamish, WA 98075 until:

Date: **March 2, 2009**

Time: **5:00 pm**

Submittals received after the due date will not be considered. Consultants accept all risks of late delivery of mailed submittals regardless of fault.

Additional information on Town Center is available on the City's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us). go to "Town Center."

The City of Sammamish reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred by respondents in the preparation and submission of these documents. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

Dated this 12<sup>th</sup> day of February, 2009  
Michael Matthias, Town Center Project Manager  
Published: Daily Journal of Commerce, Week of February 16, 2009

## City of Sammamish Request for Qualifications

<b><u>Request For Qualifications Information:</u></b>		<b><u>Submit Qualifications to:</u></b>	
RFQ Number:	<b>RFQ # TC-1</b>	Physical Address:	Sammamish City Hall, reception area 801 228 <sup>th</sup> Ave SE Sammamish, WA 98075
RFQ Title	<b>Infrastructure Plan for Sammamish Town Center</b>	Mailing Address:	City of Sammamish, attn: Town Center Project Manager 801 228 <sup>th</sup> Ave SE Sammamish, WA 98075
Date Issued:	February 12, 2009		
Contact Persons:	Michael Matthias, Sammamish Town Center Project Manager 425-295-0539		
Email Addresses:	<a href="mailto:mmatthias@ci.sammamish.wa.us">mmatthias@ci.sammamish.wa.us</a>		
Submittals Due:	March 2, 2009 5p.m.		

### General Information

- **NOTICE:** Notice is hereby given that submittals will be received by the City of Sammamish, Washington, for **RFQ #TC-1: Infrastructure Plan for Sammamish Town Center** by filing with the City at the above location.
- **PURPOSE:** The purpose of this Request for Qualifications is to select a firm to assist the City with preparation of an Infrastructure Plan for Sammamish Town Center. The Town Center Plan was adopted in June, 2008 and the city is currently in the phase of developing zoning and development regulations. The Infrastructure Plan would include location of roadways, ROW, stormwater (consistent with the concurrent Town Center Stormwater Master Plan being conducted separately from this Master Plan) conceptual designs, park concepts including options for the “Green Spine” open space in the Town Center core, and appropriate options for use of public lands in appropriate private/public partnerships to accomplish the goals of the adopted Town Center Plan.

Coordination will be required with other concurrent studies undertaken by the city including Traffic Impact Fee modeling. The Infrastructure Plan will need to design street concepts specific to Town Center development and options to enhance “walkability.”

The design and location of infrastructure in Town Center will be guided by the Vision established in the Town Center Plan, creating a unique and distinct Town Center feel.

- **QUALIFICATIONS:**

This project will require the firm to have the following qualifications:

- Experience developing commercial town center and neighborhood plans, stormwater system designs, and local street plan layouts.
- Experience working for municipal and regulatory entities
- Strong engineering design knowledge to prepare conceptual design and propose roadway standards for Town Center roadways and parking options
- Strong knowledge and experience in urban park design, particularly in a small town setting
- Strong knowledge and experience in urban design, particularly urban centers
- Strong urban design graphic experience
- Experience working with business associations, property owners, developers, residents, tenants and other stakeholders

**RFQ# TC-1Infrastructure Plan for Town Center**

- Experience with integrated stormwater management techniques, Low Impact Development (LID), or Natural Drainage Practices (NDP) for conveyance, treatment and storage of stormwater, particularly in an urban center

• **RFQ SCHEDULE:**

<b>Event</b>	<b>Date</b>
RFQ Release	February 12, 2009
Vendor Questions (if any) Due to Project Mgr.	Pre-ap Meeting February 19, 2009 10-12am
RFQ Submittals Due	March 2, 2009 5pm
City review process	March 3- March 6, 2009
Interviews (minimum 3 firms)	Week of March 9, 2009
New Contract in Place	Week of March 16, 2009

- **SUBMITTAL REQUIREMENTS:** Responses to this RFQ must include the following information:
  - A cover letter/statement of interest indicating the firm's interest in the project and highlighting its qualifications to perform this project;
  - A statement of qualifications, including related experience with similar types of projects and specific qualifications or resumes of key team members
  - Up to three (3) examples of similar projects, including references (does not count against ten-page limit)
  - Additionally, each firm must submit a conceptual layout for the "Green Spine" and adjacent roadways located in the Town Center core. This "Design Competition" will be considered as part of the consultant evaluation criteria (described below).

Interested consultants shall submit seven (7) copies of a full statement of their qualifications which shall not exceed ten (10) double-sided pages in length. A single copy of up to three relevant work examples may be submitted in hard-copy format for city review (work samples do not count against maximum page length).

Submittals shall be delivered in an envelope clearly marked with: **RFQ #TC-1Town Center Master Plan**, by the deadline listed above.

- **SIGNATURES:** RFQ's shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the contract shall also be so executed.
- **EVALUATION CRITERIA:** Evaluations of submittal packets will be based on the criteria listed below.
  - Responsiveness and completeness of proposal
  - Previous experience with similar projects
  - Expertise and availability of team managers and staff
  - Overall quality of statement of qualifications
  - Quality of "Green Spine" design and roadway system
  - Ability of consultant to prioritize and expedite this project.

• **INFRASTRUCTURE PLAN ELEMENTS**

A summary of "Anticipated Elements of a Negotiated Scope of Services" can be found in Attachment 1 of this RFQ.

**QUESTIONS:** Questions regarding this project may be directed to RFQ project manager via e-mail at [mmatthias@ci.sammamish.wa.us](mailto:mmatthias@ci.sammamish.wa.us) . Any oral communications will be considered unofficial and non-binding on the City of Sammamish

**REJECTION OF SUBMITTALS:** The City reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred by respondents in the preparation and submission of their Qualifications. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

## RFQ# TC-1Infrastructure Plan for Town Center

- **CONTRACT AWARD:** The City reserves the right to make an award without further discussion of the submittals. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City. Following consultant selection, the successful Vendor shall prepare a proposal and scope of work for review by the City. Once the City and Vendor have reached an agreement on the scope of services, a final contract will be prepared by the City. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final contract. If the selected Vendor fails to sign the contract within ten (10) business days of delivery of the final contract, the City may elect to negotiate a contract with the next-highest ranked Vendor. The City shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

The City reserves the right to award multiple contracts to multiple Vendors for this scope of service if it is in the best interest of the City.

- **CONTRACT NEGOTIATION:** The City reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of services as part of the contract negotiation process prior to any formal authorization of the contract by the City. All parties understand that if any adjustments are made to the original scope as a result of contract negotiations, a resulting change in price/cost may be necessary.
- **NON-ENDORSEMENT:** As a result of the selection of a Vendor to supply products and/or services to the City, Vendor 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.
- **NON-COLLUSION:** Submittal and signature of Qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.
- **COMPLIANCE WITH LAWS AND REGULATIONS:** In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Vendor or Vendors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.
- **PUBLIC RECORDS:** Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFQ (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the City within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

### 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.

**RFQ# TC-1Infrastructure Plan for Town Center**

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.

1. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
2. 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.

## ATTACHMENT 1

- **ANTICIPATED ELEMENTS OF A NEGOTIATED SCOPE OF SERVICES:** This work effort will prepare identification of infrastructure components to establish future development patterns in Town Center. These will include location of roadways and street standards for those roadways, pedestrian access, design for the “Green Spine,” and strategies to enhance inclusion of the “Green Spine” in development options, location and type of parking (especially to reduce surface parking and increase structure parking options) to serve private development and the Sammamish Commons adjacent to the core area.

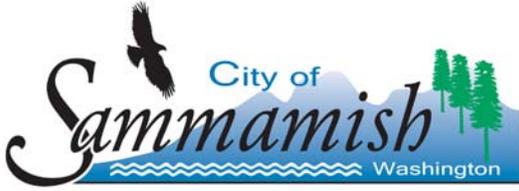
Assessment of potential financing mechanisms including private/public partnerships and other financing options will also be a part of the Master Plan.

1. Locate Roadways in Town Center Mixed-Use core area (Zone A-1) based on the Conceptual Town Center layout (figures 20, 32 and 33 in Town Center Plan) contours and other constraints ; identify Right of Way (ROW) requirements and other design elements..
2. Provide options for roadway standards for “complete streets” in Town Center .
3. Locate possible stormwater mitigation sites and components (integrating Town Center Stormwater Master plan elements with an emphasis on “integrated design” and Low Impact Development.
4. Locate trails, open space and pedestrian-oriented areas, bicycle access.
5. Coordinate utility locations and corridors in coordination with the local Sammamish Plateau Water and Sewer District, Puget Sound Energy and other utilities
6. Develop a plan for the location of public facilities, potential parking structures, and other amenities for Civic zone.
7. Review financial options for infrastructure finance including potential utilization of city assets to finance Town Center public investment.
8. Presentation of preliminary findings and Final Report before Planning Commission and City Council.



Purchasing Manual

# REQUEST FOR SOLE SOURCE AND SOLE SOURCE AUTHORIZATION



REQUEST FOR SOLE SOURCE

To: Purchasing Office

From: \_\_\_\_\_

Subject: Sole Source Request for Purchase of: \_\_\_\_\_

Requested Supplier: \_\_\_\_\_

Cost Estimate: \$ \_\_\_\_\_

Sole source purchases are defined as clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and cost effective feature requirement. The use of sole source purchases shall be limited only to those specific instances which are totally justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED: My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

\_\_\_\_\_  
Signature of Requestor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Dept Head

\_\_\_\_\_  
Date

Please attach Sole Source Justification to this form



## SOLE SOURCE JUSTIFICATION

Requisition Item:

Requisition Supplier:

1. Please describe the item and its function:

2. This is a sole source because:

\_\_\_ sole provider of a licensed or patented good or service

\_\_\_ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services

\_\_\_ sole provider of goods and services for which the City has established a standard

\_\_\_ sole provider of factory-authorized warranty service

\_\_\_ sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)

\_\_\_ sole regional authorized distributor for the required product

\_\_\_ the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (please attach information on market price survey, availability, etc)

3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.

4. What steps were taken to verify that these features are not available elsewhere?

\_\_\_ Other brands/manufacturers were examined (Please list phone numbers and names and explain why these were not suitable)

\_\_\_ Other vendors were contacted (Please list phone numbers and names, and explain why these were not suitable).