



**CITY OF KENMORE**  
**REQUEST FOR STATEMENT OF QUALIFICATIONS**  
**RFQ NO.: 24-C3034**

**Urban Forestry Management Plan Creation**  
**Submittal Date: Friday, July 19, 2024, 4:00 PM PT**

**Request for Qualifications Information:**

**RFQ Number:** 24-C3034  
**RFQ Title:** Urban Forestry Management Plan Creation  
**Date Issued:** Friday, June 28, 2024  
**Submittals Due:** Friday, July 19, 2024 4:00 PM PST  
**Questions Preferred by:** Wednesday, July 9, 2024  
**Dates of Publication:** Friday, June 28, 2024 and Friday, July 5, 2024  
Seattle Times and Seattle Daily Journal of Commerce  
**Submit Questions to:** [bids@kenmorewa.gov](mailto:bids@kenmorewa.gov)  
**Submit Qualifications to:** [bids@kenmorewa.gov](mailto:bids@kenmorewa.gov)

**NOTICE**

Notice is hereby given that the City of Kenmore, Washington (the City) seeks Statements of Qualifications (SOQ) in response to this Request for Qualifications (RFQ) No. 24-C3034. An SOQ submitted in response to RFQ 24-C3034 must be filed with the City at the email and submittal due date and time noted above.

**SCOPE OF SERVICES**

As part of the City of Kenmore's Climate Action Plan and Climate Action Element of the Comprehensive Plan, the development of an Urban Forestry Management Plan has been identified as an implementation item. The protection and growth of local canopy is a community priority.

An Urban Forestry Management Plan will better inform City staff on high-priority planting areas and to help strategize for long-term canopy needs. The Plan will also assess best practices and strategies for carbon sequestration. The project serves to help the City prepare for and mitigate climate impacts, bolster resiliency, and protect the natural environment.

This work is being conducted through a grant provided by the Washington State Department of Natural Resources. The grant award for consultant services is \$89,200 and work must be completed by June 2025. A full workplan as laid out in the grant can be found in Appendix A.

As part of this proposal, the consultant will assist City staff with:

- Review of existing policies and operations procedures related to tree maintenance and management (involves meeting with relevant City staff)
- Create gap analysis in relation to best practices
- Using existing land cover assessment data, or acquiring data if needed, integrate climate and equity data to gain a better understanding of areas with low canopy and high planting potential in order to provide a foundation for informed decision-making in tree planting and canopy cover goals
- Conduct a survey for residents to obtain feedback and assess priorities and preferences related to tree canopy and management
- Engage community through a community workshop to complement survey
- Incorporate diversity, equity, and inclusion considerations in all public information and outreach
- Assist in tree inventory species identification/confirmation as needed (a tree inventory is being conducted by City of Kenmore staff/interns during summer 2024)
- Within final plan, assist staff in developing canopy and sequestration goals and other relevant climate targets
- Assess pathways for reaching established climate goals
- Prepare informational materials for the public and City Council
- Present a final draft plan to City Council on May 12, 2025

## **PROPOSED SCHEDULE**

Below is a tentative proposed schedule:

Consultant selection:	July/August 2024
Scope and Fee Negotiations:	August 2024
Contract Approval:	August 2024

Project Kick-off:	August 2024
Review of existing policies, staff interviews	August 2024
Develop gap analysis	September 2024
Develop full land cover analysis	October 2024
Community Engagement event	November/December 2024
Develop full recommendation report draft	January/February 2025
Draft Urban Forestry Management Plan	March/April 2025
Finalize Urban Forestry Management Plan	May 2025
City provides final Plan to Department of Natural Resources	June 1, 2025

## **RFQ EVALUATION COMPONENTS/CRITERIA**

### **Submittal Requirements**

SOQs shall be submitted electronically to [bids@kenmorewa.gov](mailto:bids@kenmorewa.gov) with the SOQ provided as an attachment in PDF format. The City assumes no responsibility for any failure to receive emails or email attachments and the consultant is encouraged to confirm that any email has been received prior to the submittal deadline stated above.

General questions related to this RFQ may be directed to [bids@kenmorewa.gov](mailto:bids@kenmorewa.gov). Questions via phone will not be accepted (must be in writing – email acceptable). For a timely response to questions, please submit them by Wednesday, July 9. Questions submitted after July 9 will be answered by July 17 to account for staff availability constraints.

The SOQ shall be limited to no more than 10 pages (not including cover pages). The electronic copy shall be in PDF format. Supplemental information, such as brochures, photos or videos, may be submitted if desired. The following format and content shall be adhered to by each firm:

- A. Executive Summary: An executive summary letter should include the key elements of the respondent's SOQ and an overview of the consultant team (provide an organization chart showing all proposed team members). Indicate the contact address, E-mail address, and telephone number of the respondent and the location of the office from which the project will be managed.
- B. Project Approach: Describe the approach and methods proposed for implementing this project. Explain your quality assurance/control process.

C. Firm/Key Staff Experience: The consultant is required to provide evidence of experience with environmental/climate/sustainability planning documents. Specific experience developing urban forestry management plans or similar preferred. The experience provided must have been performed by the consultant and team members and must be similar in nature to the work listed above. If a team member's experience is not with your company, provide additional examples of that team member's experience. Describe the responsibilities of each person on the project team.

D. Additional Information: Any additional information you wish to share about your company or why the City should consider your qualifications may be presented here.

The City's Evaluation Panel will use the above criteria to evaluate each SOQ.

Following the City staff evaluation of the qualifications received, selected firms may be invited to make oral presentations before the City's Evaluation Panel. The qualifications will be the basis from which interested firms will be selected for interviews. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected firm. The City reserves the right to interview in person or not. The City reserves the right to interview as many firms as it wishes. Interview criteria for the evaluation will be:

- Team's experience working together
- Team's project approach
- Team's communication skills

Selection Schedule (tentative):

- Proposals due: July 19, 2024
- Proposal evaluations: July 22 – July 26, 2024
- Interview dates: Week of July 29, 2024
- Consultant Selection: August 5, 2024

RFQ Addendums: The City reserves the right to change the RFQ schedule or issue addendums to the RFQ at any time. The City also reserves the right to cancel or reissue the RFQ. All such addenda will become part of the RFQ. In the event that it becomes necessary to revise any part of this RFQ, the City will issue the addenda on the City's website <http://www.kenmorewa.gov/requestsforproposals>

It is the Consultant's responsibility to confirm as to whether any addenda have been issued.

Contracting: The City's Standard contract will be used for this work. See Appendix B.

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, the City of Kenmore hereby notifies all bidders that the City will affirmatively ensure that disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, age, disability, sexual orientation, religion, or national origin in consideration for an award.

The City of Kenmore is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation and encourages disadvantaged, minority, and women-owned firms to respond. The City encourages submittals from firms that demonstrate the same values and commitment.

## Appendix A

### **Activity 1: Program Review**

Consultant assesses current policies and procedures that impact tree management through conducting staff interviews and reviewing existing practices and operating procedures.

<b>Task</b>	<b>Deliverable</b>	<b>Completion Date</b>
1.1. Gap analysis of current urban forestry practices	A .pdf report summarizing the existing policies and documents that were reviewed, list of staff interview questions, and detailed analysis of the findings.	June 1, 2025

### **Activity 2: Land Cover Assessment**

Using existing land cover assessment data, a consultant will enhance the analysis by integrating climate and equity data to gain a better understanding of areas with low canopy, high planting potential. The analysis will provide a foundation for informed decision-making in tree planting and canopy cover goals.

<b>Task</b>	<b>Deliverable</b>	<b>Completion Date</b>
2.1. GIS analysis utilizing existing land cover, climate and equity data. Generate report that includes maps/visuals of the assessment and recommendations to improve equitable and impactful planting.	.pdf copy of report.	June 1, 2025

**Activity 3: Community Engagement**

Consultant will engage the community via multiple avenues to obtain feedback and assess priorities and preferences related to tree canopy and management.

Task	Deliverable	Completion Date
3.1. Develop and conduct a survey for residents on urban forestry priorities. Consultant to assist.	Summarized report of survey data showing findings/themes	June 1, 2025
3.2. Plan and conduct a community workshop. Consultant to assist.	Workshop agenda. Copy of registration or sign-in sheet.	June 1, 2025

**Activity 4: Public Tree Inventory**

Collect tree inventory data and photographs on public right-of-way trees to supplement the Urban Forest Management Plan.

Task	Deliverable	Completion Date
4.1 Interns collect tree inventory data on an estimated 3,000-12,000 city trees, adhering to minimum inventory specifications set by DNR. Approx. 695 total project hours. <b>Out of scope for consultant services.</b>	Draft GIS shapefile and excel export of all collected inventory data.	June 1, 2025
4.2 Hired arborist will review data collected for quality and completeness.	Verified tree data; Final GIS shapefile and excel export of all collected inventory data.	June 1, 2025

**Activity 5: Urban Forestry Management Plan**

A consultant will compile recommendations from the gap analysis, available GIS data, and public input into a comprehensive strategic plan.

Task	Deliverable	Completion Date
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5.1 Consultant to assemble plan with review by City staff. Final draft plan to be presented to City Council.	Final UFMP plan, delivered as a .pdf and includes final actions, recommendations, strategies, and priorities. Presentation, delivered as a .pptx or similar, or Council meeting.	June 1, 2025
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Appendix B

**City of Kenmore Contract #:**

Authorized Amount:

Date Start:

Date End:

**CONSULTANT SERVICES AGREEMENT**

[Insert Project Name/ Description]

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and \_\_\_\_\_, ("Consultant") organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Contractor's Address, Phone Number, and Contact Person] (hereinafter the "Consultant").

**RECITALS:**

WHEREAS, the City desires to have certain services performed for its residents; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

**AGREEMENT:**

**1. Scope of Services to be Performed by Consultant.**

The Consultant shall perform those services described on Exhibit "A," which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

**2. Compensation and Method of Payment.**

The City shall pay the Consultant for services rendered according to the rates and methods set forth below. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

[Check all applicable payment terms]

\_\_\_ According to the rates set forth in Exhibit "B."

\_\_\_ A sum not to exceed [SPELL OUT MAXIMUM AMOUNT (\$\_\_\_\_\_)].

\_\_\_ Other (describe): \_\_\_\_\_

The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice.

**3. Duration of Agreement.**

This Agreement shall be in full force and effect for a period commencing on [DATE] and ending [DATE] unless sooner terminated under the provisions of this 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.**

- A. *Ownership.* 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.
- B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

**5. Independent Consultant.**

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant

is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

## **6. Indemnification.**

Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

## **7. Insurance.**

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.

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

- i. 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.

- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

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

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

C. *Other Insurance Provision.* The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

E. *Verification of Coverage.* The 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.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**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 (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

**9. City's Right of Inspection and Audit.**

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. 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. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

**10. Consultant to Maintain Records to Support Independent Contractor Status.**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

**11. Work Performed at the Consultant's Risk.**

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize

all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

## **12. Termination.**

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) 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 canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) 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.

## **13. Force Majeure.**

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

## **14. 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, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

**15. 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. Any assignment made without the prior approval of the City is void.

**16. Conflict of Interest.**

The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

**17. 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.

**18. 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.

**19. 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. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**20. Notices.**

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail,

postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

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

City Clerk  
City of Kenmore  
18120 68<sup>th</sup> Ave. NE  
Kenmore, Washington 98028-0607

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

\_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Email: \_\_\_\_\_

**21. Applicable Law; Venue; Attorneys' Fees.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

**22. Compliance with Laws.**

The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

**23. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

**24. 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.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

**CONSULTANT**

Signature: \_\_\_\_\_

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

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

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

**CITY OF KENMORE**

Signature: \_\_\_\_\_

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

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Kenmore City Attorney's Office

## **EXHIBIT A**

**Scope of Services to be Provided by Consultant.** The Consultant shall furnish services including, but not limited to, the following outlined here or attached separately.

## **EXHIBIT B**

**Rates for Services to be Provided by Consultant.** The Consultant shall furnish the services in accordance with the rates specified below or attached hereto, as Exhibit B.

**EXHIBIT C**

City of Kenmore  
Billing Invoice

To: City of Kenmore  
18120 68<sup>th</sup> Ave. NE  
Kenmore, Washington 98028  
Phone: (425) 398-8900

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

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

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

Telephone: (    ) \_\_\_\_\_

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

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

Attach itemized description of services provided.

Specific Program/Project: \_\_\_\_\_

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

*For Department Use Only*

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**BUDGET SUMMARY**

Total contract amount        \$ \_\_\_\_\_

Previous payments                \$ \_\_\_\_\_

Current request                    \$ \_\_\_\_\_

Balance remaining                \$ \_\_\_\_\_

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

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

EXHIBIT D

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

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

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.							
2 Business name/disregarded entity name, if different from above							
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <table border="0"><tr><td>Individual/sole proprietor or single-member LLC</td><td>C Corporation</td><td>S Corporation</td><td>Partnership</td><td>Trust/estate</td></tr></table> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ▶		Individual/sole proprietor or single-member LLC	C Corporation	S Corporation	Partnership	Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
Individual/sole proprietor or single-member LLC	C Corporation	S Corporation	Partnership	Trust/estate			
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)						
6 City, state, and ZIP code							
7 List account number(s) here (optional)							

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

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

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

Social security number								

Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Signature</b>	Signature of _____	Date ▶ _____

## General Instructions

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

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

### Purpose of Form

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

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

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

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