



AGENDA

City Council Special Meeting

6:30 PM - Tuesday, January 8, 2019

City Hall Council Chambers, Sammamish, WA

Page		Estimated Time
	CALL TO ORDER	6:30 pm
	ROLL CALL	
	PLEDGE OF ALLEGIANCE	
	APPROVAL OF AGENDA	
	PUBLIC COMMENT	6:35 pm
	<p>Note: <i>This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at manderson@sammamish.us. Please be aware that Council meetings are videotaped and available to the public.</i></p>	
	CONSENT CALENDAR	7:05 pm
	1. Payroll: For the Period Ending December 15, 2018 For a Pay Date of December 20, 2018 in the Amount of \$385,609.20	
	2. Payroll: For the Period Ending December 31, 2018 For a Pay Date of January 4, 2019 in the Amount of \$382,700.04	
4 - 19	3. Approval: Claims For Period Ending January 8, 2019 In The Amount Of \$4,782,742.64 For Check No. 52399 Through 52664 View Agenda Item	
20 - 34	4. Ordinance: Adopting Amendments Related To The 2018 Docket, Amending The Sammamish Comprehensive Plan View Agenda Item	

- 35 - 36 5. **Approval:** New Vehicle Purchase
[View Agenda Item](#)
- 37 - 38 6. **Approval:** Vehicle and Equipment Replacement
[View Agenda Item](#)
- 39 - 54 7. **Contract:** 2019 Sports Turf Maintenance Services/Rich
Landscaping Inc.
[View Agenda Item](#)
- 55 - 96 8. **Contract:** 2019 Landscape Services for City Parks/Kirkland
Land Care
[View Agenda Item](#)
- 97 - 113 9. **Contract:** Engineering Services Development Review/Stantec
[View Agenda Item](#)
- 114 - 128 10. **Contract:** Engineering Support and Development Review
Services/Site Development Associates, LLC
[View Agenda Item](#)
- 129 - 137 11. **Contract:** 2019 City Hall Furniture Acquisition/Integrity
Interior Solutions
[View Agenda Item](#)
- 138 - 149 12. **Contract Renewal:** 2019-2020 Contract for Traffic Control and
Flagging Services/Altus
[View Agenda Item](#)
- 150 - 154 13. **Approval:** Minutes for the December 4, 2018 Regular Meeting
[View Agenda Item](#)
- 155 - 158 14. **Approval:** Minutes for the December 11, 2018 Special
Meeting
[View Agenda Item](#)

PRESENTATIONS / PROCLAMATIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

NEW BUSINESS

7:10 pm

- 159 - 160 15. **Interviews:** Arts Commission and Human Services Commission
Applicants
[View Agenda Item](#)

COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

8:30 pm

- 161 - 183 16. **Resolution:** Updating Existing City Council Committee Charters
[View Agenda Item](#)

CITY MANAGER REPORT

9:00 pm

- 184 - 185 17. City Manager's Report
[View Agenda Item](#)

EXECUTIVE SESSION

Potential Litigation pursuant to RCW 42.30.110(1)(i)

ADJOURNMENT

10:00 pm

LONG TERM CALENDAR

- 186 - 189 [View Calendar](#)

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Lori/Finance Department
DATE: January 3, 2019
RE: Claims for January 08, 2019

4,519.82 +	
48,698.58 +	\$ 4,519.82
452,290.83 +	\$ 48,698.58
1,633.94 +	\$ 452,290.83
28,865.96 +	\$ 1,633.94
12,159.40 +	\$ 28,865.96
11,659.40 +	\$ 12,159.40
11,659.40 +	\$ 11,659.40
3,468,881.60 +	\$3,468,881.60
27,079.74 +	\$ 27,079.74
68,105.03 +	\$ 68,105.03
47,030.76 +	\$ 47,030.76
611,817.58 +	\$ 611,817.58
012	
4,782,742.64 +	\$4,782,742.64

Top 10 Over \$10,000 Payments

KC Sheriff's Office	\$ 1,133,344.66	Police Services - Nov/Dec 2018
Marshbank Construction	\$ 932,205.55	SE 4th Street
Eastside Fire and Rescue	\$ 624,220.50	Fire & Rescue Services - December
Maroni Construction Inc.	\$ 237,996.51	Sahalee Way
Issaquah School District	\$ 214,669.00	Impact Fees
AWC Employee Benefits Trust	\$ 144,958.85	Employee Benefits
King County	\$ 79,256.16	Traffic/Jail/Neighborhood Projects
Pacific Civil & Infrastructure	\$ 74,207.37	Zackuse Creek Passage Restoration
Pro-Vac	\$ 70,670.09	Stormwater System Cleaning- Oct
Gray & Osborne, Inc.	\$ 65,796.16	Construction Mgmt.- 212th Way

Total \$4,782,742.64
Check #52399 -52664

Accounts Payable

Check Register Totals Only

User: Lkraynak
 Printed: 11/30/2018 - 10:50 AM

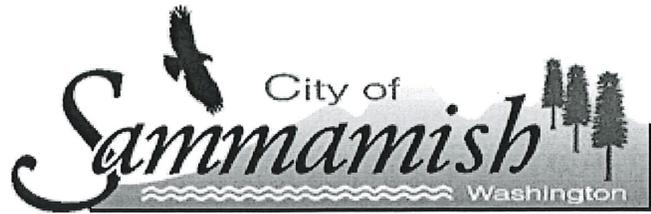


Check	Date	Vendor No	Vendor Name	Amount	Voucher
52399	11/28/2018	ALLSTREA	Allstream	2,165.76	52,399
52400	11/28/2018	CENTURY	Century Link	22.86	52,400
52401	11/28/2018	SAM	Sammamish Plateau Water Sewer	2,331.20	52,401
				<u>4,519.82</u>	
Check Total:				<u>4,519.82</u>	

Accounts Payable

Check Register Totals Only

User: Lkraynak
 Printed: 12/3/2018 - 10:48 AM

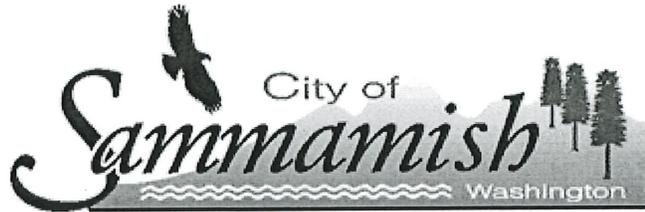


Check	Date	Vendor No	Vendor Name	Amount	Voucher
52402	12/03/2018	US BANK	U. S. Bank Corp Payment System	48,698.58	52,402
Check Total:				48,698.58	

Accounts Payable

Check Register Totals Only

User: lkraynak
 Printed: 12/5/2018 - 9:33 AM

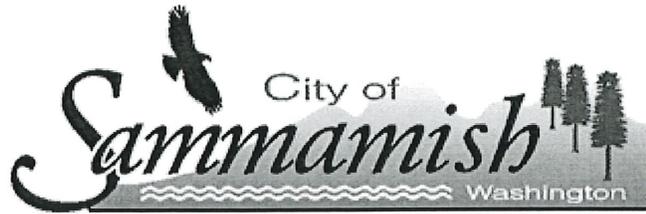


Check	Date	Vendor No	Vendor Name	Amount	Voucher
52403	12/05/2018	AWCLIF	Association of Washington Cities	89.50	52,403
52404	12/05/2018	AWCMED	AWC Employee BenefitsTrust	144,958.85	52,404
52405	12/05/2018	CASDU	Caifornia State Disbursement Unit	663.50	52,405
52406	12/05/2018	ICMA401	ICMA 401	49,798.62	52,406
52407	12/05/2018	ICMA457	ICMA457	15,499.76	52,407
52408	12/05/2018	ISD	Issaquah School District	214,669.00	52,408
52409	12/05/2018	KINGPET	King County Pet Licenses	190.00	52,409
52410	12/05/2018	LWSD	Lake Washington School Dist	23,908.00	52,410
52411	12/05/2018	LEGALSHI	Legal Shield	57.80	52,411
52412	12/05/2018	NAVIA	Navia Benefits Solution	1,975.23	52,412
52413	12/05/2018	WASUPPOR	Wa State Support Registry	480.57	52,413
Check Total:				452,290.83	

Accounts Payable

Check Register Totals Only

User: lkaynak
 Printed: 12/5/2018 - 10:08 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
52414	12/05/2018	AWCCOBRA	Association of WA Cities	1,633.94	52,414
				Check Total:	
				1,633.94	

Accounts Payable

Check Register Totals Only

User: lkaynak
 Printed: 12/7/2018 - 9:08 AM

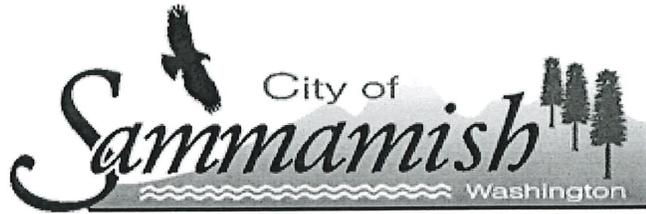


Check	Date	Vendor No	Vendor Name	Amount	Voucher
52415	12/07/2018	AMERICAL	Americall International Inc	308.85	52,415
52416	12/07/2018	CENTURY	Century Link	66.99	52,416
52417	12/07/2018	COMCAST2	Comcast	378.59	52,417
52418	12/07/2018	McMICHAEL	Leslie McMichael	250.00	52,418
52419	12/07/2018	OLDMCDEB	Old McDebbie's Farm, Inc.	1,620.00	52,419
52420	12/07/2018	PAINTEDP	Palettes and Pairings	795.00	52,420
52421	12/07/2018	PROTH	Prothman Company	9,476.00	52,421
52422	12/07/2018	PSE	Puget Sound Energy VOIDED	12,159.40	52,422
52423	12/07/2018	SAM	Sammamish Plateau Water Sewer	821.13	52,423
52424	12/07/2018	TANGERIN	Tangerine Tales	2,640.00	52,424
52425	12/07/2018	WALSHLAW	Lawrence Owen Walsh	350.00	52,425
Check Total:				<u>28,865.96</u>	

Accounts Payable

Check Register Totals Only

User: lkaynak
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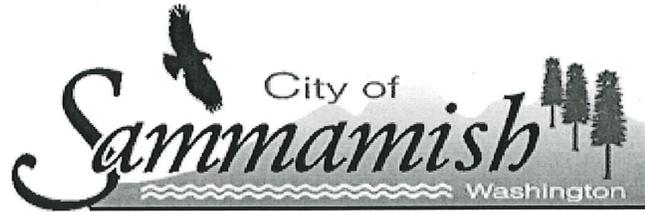


Check	Date	Vendor No	Vendor Name	Amount	Voucher
52426	12/07/2018	PSEPARK	PSE	500.00	52,426
52427	12/07/2018	PUGET	PSE VOIDED	11,659.40	52,427
Check Total:				12,159.40	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
52428	12/10/2018	PSE	Puget Sound Energy	11,659.40	52,428
Check Total:				11,659.40	

Accounts Payable

Check Register Totals Only

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 Printed: 12/12/2018 - 10:58 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
52429	12/18/2018	ADTLLC	ADT LLC	114.00	52,429
52430	12/18/2018	ALLCLIM	All Climate Heating & Air	309.00	52,430
52431	12/18/2018	AUTODOC	Auto Doctor	1,381.33	52,431
52432	12/18/2018	BACKGROU	Background Source Intl	225.00	52,432
52433	12/18/2018	BEST	Best Parking Lot Cleaning, Inc	2,151.38	52,433
52434	12/18/2018	BLACKLIO	Black Lion Heating & AC	304.00	52,434
52435	12/18/2018	BMC	BMC East LLC	421.94	52,435
52436	12/18/2018	BOBS	Bob's Heating & Air	198.00	52,436
52437	12/18/2018	BRIXTON	Brixton Homes, LLC	15,000.00	52,437
52438	12/18/2018	CADMAN	Cadman, Inc.	39.27	52,438
52439	12/18/2018	CARDINAL	Cardinal Heating & A/C	136.00	52,439
52440	12/18/2018	CDW	CDW Govt Inc	2,149.03	52,440
52441	12/18/2018	CENTEX	Centex Homes	4,092.10	52,441
52442	12/18/2018	ISSCITY	City Of Issaquah	1,992.75	52,442
52443	12/18/2018	CODEPUB	Code Publishing Inc	2,415.00	52,443
52444	12/18/2018	CORT	Cort Party Rental	9,135.78	52,444
52445	12/18/2018	DAILY	Daily Journal of Commerce	360.00	52,445
52446	12/18/2018	DEMARCHE	Demarche Consulting Group Inc	8,000.00	52,446
52447	12/18/2018	DICKIN	Jeff Dickinson	139.01	52,447
52448	12/18/2018	EASTFIRE	Eastside Fire & Rescue	624,220.50	52,448
52449	12/18/2018	ECS	Environmental Chemical Solutions Inc	407.50	52,449
52450	12/18/2018	ESTIRISA	Sara Estiri	44.91	52,450
52451	12/18/2018	EVERGR	Evergreen Print Solutions	1,216.38	52,451
52452	12/18/2018	EVSAN	Evergreen Sanitation, Inc	869.00	52,452
52453	12/18/2018	EWINGIRR	Ewing Irrigation	49.00	52,453
52454	12/18/2018	FASTENAL	Fastenal Industrial Supplies	9,840.28	52,454
52455	12/18/2018	FASTSIGN	Fastsigns Bellevue	203.50	52,455
52456	12/18/2018	FEDERICI	Nick Federici	2,000.00	52,456
52457	12/18/2018	ISTAMERI	First American Title Company	106.00	52,457
52458	12/18/2018	FOREMOST	Foremost Promotions	2,790.21	52,458
52459	12/18/2018	FOLSPARK	Friends Of Lk Sammamish State Park	1,000.00	52,459
52460	12/18/2018	BLUM	Galls, LLC	124.25	52,460
52461	12/18/2018	GLOBALST	Globalstar	1,135.72	52,461
52462	12/18/2018	GRAINGER	Grainger	1,402.33	52,462
52463	12/18/2018	GRANICUS	Granicus	7,082.43	52,463
52464	12/18/2018	GRAYOS	Gray & Osborne, Inc.	65,796.16	52,464
52465	12/18/2018	GUARDIAN	Guardian Security	78.00	52,465
52466	12/18/2018	HAMPTONR	Ron Hampton	270.00	52,466
52467	12/18/2018	HARRISAS	Harris & Associates, Inc.	44,324.01	52,467
52468	12/18/2018	HERMANSO	Hermanson Co LLP	2,091.88	52,468
52469	12/18/2018	HOMEDE	Home Depot	3,032.32	52,469
52470	12/18/2018	HWA	HWA GeoSciences, Inc	8,782.89	52,470
52471	12/18/2018	IDEALREN	Ideal Rent-All	2,391.40	52,471
52472	12/18/2018	INTERCOM	Inter Com Language Services	65.00	52,472
52473	12/18/2018	JBLAWN	JB Instant Lawn	20.46	52,473
52474	12/18/2018	JRM	JRM Builders LLC	7,500.00	52,474
52475	12/18/2018	KINGFI	King County Finance A/R	4,285.19	52,475
52476	12/18/2018	KINGSH	King County Sheriff's Office	1,133,344.66	52,476
52477	12/18/2018	KLIEMANN	Kliemann Bros Heating & AC Inc.	156.00	52,477
52478	12/18/2018	KPG	KPG Interdisciplinary Design	635.00	52,478

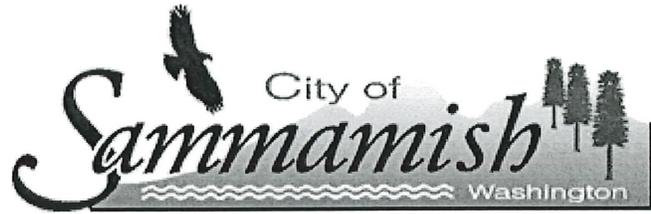
Check	Date	Vendor No	Vendor Name	Amount	Voucher
52479	12/18/2018	LAKESIDE	Lakeside Industries	1,862.85	52,479
52480	12/18/2018	LAYTNERM	Miryam Laytner	56.60	52,480
52481	12/18/2018	LEXIS	Lexis Nexis Risk Data Mgmt	72.22	52,481
52482	12/18/2018	LOCHNER	Lochner, Inc.	9,306.60	52,482
52483	12/18/2018	LongBAY	Long Bay Enterprises, Inc	2,043.75	52,483
52484	12/18/2018	LUNDE	Devany Lunde	27.78	52,484
52485	12/18/2018	maren	Marenakos Rock Center	280.35	52,485
52486	12/18/2018	MARONI	Maroni Construction Inc.	237,996.51	52,486
52487	12/18/2018	MARSHBAN	Marshbank Construction	932,205.55	52,487
52488	12/18/2018	MICROSOF	Microsoft	1,320.00	52,488
52489	12/18/2018	MINUTE	Minuteman Press	210.33	52,489
52490	12/18/2018	MORUP	Morup Signs Inc	295.00	52,490
52491	12/18/2018	MULLCATH	Cathy Mullen	500.00	52,491
52492	12/18/2018	NAPA	NAPA Auto Parts	28.34	52,492
52493	12/18/2018	WEATHER	Narwhal Met, LLC	850.00	52,493
52494	12/18/2018	NWAP	Northwest AP Corp	7,500.00	52,494
52495	12/18/2018	NUVELOCI	Nuvelocity	2,330.63	52,495
52496	12/18/2018	OTAK	Otak	9,807.34	52,496
52497	12/18/2018	PACE	Pace Engineers, Inc.	7,341.23	52,497
52498	12/18/2018	PACAIR	Pacific Air Control, Inc	826.74	52,498
52499	12/18/2018	PACCIVIL	Pacific Civil & Infrastructure Inc.	74,207.37	52,499
52500	12/18/2018	PACPLANT	Pacific Plants	118.80	52,500
52501	12/18/2018	PACSOIL	Pacific Topsoils, Inc	1,067.82	52,501
52502	12/18/2018	PARTNER	Partner Construction Products	594.00	52,502
52503	12/18/2018	PATRIOT	Patriot Maintenance Inc	33,336.71	52,503
52504	12/18/2018	PATTLAR	Larry Patterson	2,600.00	52,504
52505	12/18/2018	PBS	PBS Engineering and Environmental I	15,800.09	52,505
52506	12/18/2018	PLATT	Platt Electric Supply	190.39	52,506
52507	12/18/2018	Provac	PRO-VAC	70,670.09	52,507
52508	12/18/2018	PROTH	Prothman Company	9,476.00	52,508
52509	12/18/2018	PRPOSE	PRPOSE	2,625.00	52,509
52510	12/18/2018	PRRINC	PRR Inc.	2,123.49	52,510
52511	12/18/2018	RWSCOTT	R. W. Scott Construction Co	6,232.45	52,511
52512	12/18/2018	RAINIERQ	Rainier Quality Homes	500.00	52,512
52513	12/18/2018	RHOMAR	Rhomar Industries, Inc	2,415.00	52,513
52514	12/18/2018	HALF	Robert Half	3,855.70	52,514
52515	12/18/2018	RUPKE	Colleen Rupke	32.37	52,515
52516	12/18/2018	SEATIM	Seattle Times	1,386.56	52,516
52517	12/18/2018	SEITELSY	Seitel Systems LLC	3,121.25	52,517
52518	12/18/2018	SEQUOYAH	Sequoyah Electric, LLC	904.99	52,518
52519	12/18/2018	SHEDDCLA	Claradell Shedd	74.80	52,519
52520	12/18/2018	SITEONE	Site One Landscape Supply LLC	1,444.20	52,520
52521	12/18/2018	SMARSH	Smarsh	206.75	52,521
52522	12/18/2018	SMS	SMS Cleaning, Inc	2,700.00	52,522
52523	12/18/2018	SOUNDPUB	Sound Publishing, Inc	650.00	52,523
52524	12/18/2018	STYRO	Styro Recycle LLC	800.00	52,524
52525	12/18/2018	SUMNERLA	Sumner Lawn & Saw	7,007.47	52,525
52526	12/18/2018	SUNBELT	Sunbelt Rentals	925.19	52,526
52527	12/18/2018	TAGS	Tags Awards & Specialties	15.40	52,527
52528	12/18/2018	WORKWEAR	The Workwear Place	316.78	52,528
52529	12/18/2018	THOMASJE	Jeff Thomas	387.40	52,529
52530	12/18/2018	TRANSGRO	Transpo Group USA Inc.	11,086.69	52,530
52531	12/18/2018	TRAVERSC	Christopher Travers	59.95	52,531
52532	12/18/2018	TRIANGLE	Triangle Associates, Inc	1,332.41	52,532
52533	12/18/2018	PITNEYBO	U.S. Postal Service	2,000.00	52,533
52534	12/18/2018	UNITRENT	United Rentals NA, Inc	967.46	52,534
52535	12/18/2018	UTILITIE	Utilities Underground Location Ctr	532.77	52,535
52536	12/18/2018	WAWORK	Washington Workwear Stores Inc	577.50	52,536
52537	12/18/2018	WATSON	Watson Asphalt Paving Co	9,860.42	52,537

Check	Date	Vendor No	Vendor Name	Amount	Voucher
52538	12/18/2018	WESTERNE	Western Entrance Tech LLC	1,015.30	52,538
52539	12/18/2018	WIDEFORM	Wide Format	2,364.24	52,539
52540	12/18/2018	ZUMAR	Zumar Industries, Inc.	4,608.40	52,540
				3,468,881.60	
Check Total:				3,468,881.60	

Accounts Payable

Check Register Totals Only

User: lkaynak
 Printed: 12/14/2018 - 9:50 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
52541	12/14/2018	COMCAST3	Comcast	1,334.10	52,541
52542	12/14/2018	FRONTIR2	Frontier	397.98	52,542
52543	12/14/2018	MAILPO	Mail Post	312.86	52,543
52544	12/14/2018	NESAM	NE Sammamish Sewer & Water	244.71	52,544
52545	12/14/2018	PSE	Puget Sound Energy	11,890.75	52,545
52546	12/14/2018	SAM	Sammamish Plateau Water Sewer	240.49	52,546
52547	12/14/2018	VERIZON	Verizon Wireless	6,593.88	52,547
52548	12/14/2018	VOYAGER	Voyager	6,064.97	52,548
Check Total:				27,079.74	

Accounts Payable
Check Register Totals Only

User: lkraynak
Printed: 12/19/2018 - 11:54 AM

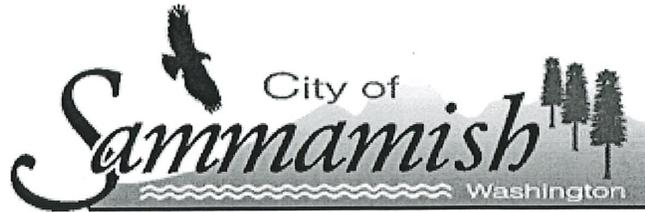


Check	Date	Vendor No	Vendor Name	Amount	Voucher
52549	12/20/2018	CASDU	Caifornia State Disbursement Unit	663.50	52,549
52550	12/20/2018	ICMA401	ICMA 401	49,957.62	52,550
52551	12/20/2018	ICMA457	ICMA457	15,175.19	52,551
52552	12/20/2018	NAVIA	Navia Benefits Solution	1,828.15	52,552
52553	12/20/2018	WASUPPOR	Wa State Support Registry	480.57	52,553
Check Total:				68,105.03	

Accounts Payable

Check Register Totals Only

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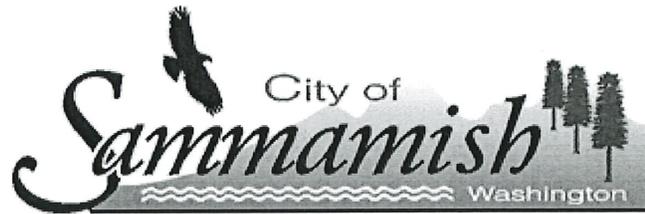


Check	Date	Vendor No	Vendor Name	Amount	Voucher
52554	12/20/2018	ALLSTREA	Allstream	2,195.14	52,554
52555	12/20/2018	CENTURY	Century Link	78.45	52,555
52556	12/20/2018	CLEANHAR	Clean Harbors Env Svcs Inc	4,386.00	52,556
52557	12/20/2018	GAVINSH	Sharon Gavin	441.05	52,557
52558	12/20/2018	PSE	Puget Sound Energy	5,466.27	52,558
52559	12/20/2018	REPUBLIC	Republic Services #172	646.35	52,559
52560	12/20/2018	SAM	Sammamish Plateau Water Sewer	1,828.27	52,560
52561	12/20/2018	STAPLES	Staples Advantage	1,205.86	52,561
52562	12/20/2018	TRAFFICz	TrafficWrapz	30,783.37	52,562
Check Total:				47,030.76	

Accounts Payable

Check Register Totals Only

User: lkraynak
 Printed: 1/2/2019 - 3:18 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
52563	01/08/2019	AGENTERP	AG Enterprise Supply Inc	473.23	52,563
52564	01/08/2019	ALDWORTH	Kurt Aldworth	53.41	52,564
52565	01/08/2019	ALTATERR	AltaTerra Consulting LLC	5,812.98	52,565
52566	01/08/2019	APP	Associated Petroleum Products	1,852.00	52,566
52567	01/08/2019	ATWORK	At Work!	10,857.00	52,567
52568	01/08/2019	AUTOZONE	Auto Zone	149.59	52,568
52569	01/08/2019	BACKGROU	Background Source Intl	110.00	52,569
52570	01/08/2019	BADGLEY	Badgley Landscape LLC	33,487.06	52,570
52571	01/08/2019	BANNER	Banner Bank	47,519.45	52,571
52572	01/08/2019	BARTLETT	Bartlett Tree Experts	28,430.89	52,572
52573	01/08/2019	BATTERIE	Batteries + Bulbs	578.42	52,573
52574	01/08/2019	BENGRY	Mike Bengry	197.99	52,574
52575	01/08/2019	BERK	Berk Consulting, Inc.	15,517.35	52,575
52576	01/08/2019	BEST	Best Parking Lot Cleaning, Inc	60,443.90	52,576
52577	01/08/2019	BLUETARP	Blue Tarp Financial	1,897.80	52,577
52578	01/08/2019	BMC	BMC East LLC	276.31	52,578
52579	01/08/2019	BUILDERS	Builders Exchange of WA	49.45	52,579
52580	01/08/2019	CABDOW	Cabot Dow Associates	3,011.25	52,580
52581	01/08/2019	CENTRO	Centro Business Forms Inc.	395.75	52,581
52582	01/08/2019	CHIEFSE	Chief Seattle Council - BSA	327.00	52,582
52583	01/08/2019	REDUTIL	City of Redmond	34.70	52,583
52584	01/08/2019	COLVINHA	Colvin-Hallett, P.S.	243.75	52,584
52585	01/08/2019	COMCHEM	Commercial Chemtech, Inc	137.50	52,585
52586	01/08/2019	CRESSY	Cressy Door Co., Inc	1,262.86	52,586
52587	01/08/2019	CURBPROS	Curb Pros, LLC	12,435.50	52,587
52588	01/08/2019	DAVEY	Davey Resource Group	4,200.00	52,588
52589	01/08/2019	EVANS	David Evans & Associates, Inc	3,773.65	52,589
52590	01/08/2019	ECOSS	Environmental Coalition of South Sea	550.00	52,590
52591	01/08/2019	ESA	ESA	2,585.00	52,591
52592	01/08/2019	ESSERLUK	Luke Esser	2,000.00	52,592
52593	01/08/2019	EVERFORD	Evergreen Ford	1,125.20	52,593
52594	01/08/2019	EXPEDIA	Expedia Cruise Centers	500.00	52,594
52595	01/08/2019	FARALLON	Farallon Consulting LLC	14,495.50	52,595
52596	01/08/2019	FASTENAL	Fastenal Industrial Supplies	163.04	52,596
52597	01/08/2019	FCS	FCS Group Inc.	3,403.75	52,597
52598	01/08/2019	1STAMERI	First American Title Company	385.35	52,598
52599	01/08/2019	GEOTERRA	GeoTerra, Inc.	385.00	52,599
52600	01/08/2019	GRANGE	Grange Supply, Inc.	1,041.49	52,600
52601	01/08/2019	HERRERA	Herrera Environmental Consult.	12,427.76	52,601
52602	01/08/2019	HONEY	Honey Bucket	1,309.61	52,602
52603	01/08/2019	HOWETER	Teresa Howe	500.00	52,603
52604	01/08/2019	HUNTINGT	Huntington Homes LLC	7,500.00	52,604
52605	01/08/2019	HWA	HWA GeoSciences, Inc	210.00	52,605
52606	01/08/2019	ISNW	Industrial Solutions NW LLC	3,257.56	52,606
52607	01/08/2019	INDTIRE	Industrial Tire Service	1,136.08	52,607
52608	01/08/2019	ISSCEDAR	Issaquah Cedar & Lumber	20.88	52,608
52609	01/08/2019	JACKS	Jack's Repair, LLC	11,158.86	52,609
52610	01/08/2019	GALT	John E. Galt	760.00	52,610
52611	01/08/2019	JONESELB	Dylan L.B. Jones	200.00	52,611
52612	01/08/2019	KAMINS	Kamins Construction Inc.	25,122.19	52,612

Check	Date	Vendor No	Vendor Name	Amount	Voucher
52613	01/08/2019	KENYON2	Kenyon Disend PLLC	50,846.15	52,613
52614	01/08/2019	KINGFI	King County Finance A/R	79,256.16	52,614
52615	01/08/2019	KINGSH	King County Sheriff's Office	79.62	52,615
52616	01/08/2019	KCRADIO	King Cty Radio Comm Svcs	1,115.40	52,616
52617	01/08/2019	KPG	KPG Interdisciplinary Design	1,584.50	52,617
52618	01/08/2019	LEGEND	Legend Data Systems, Inc	183.98	52,618
52619	01/08/2019	LENISZEW	Steve Leniszewski	33.90	52,619
52620	01/08/2019	MINUTE	Minuteman Press	827.44	52,620
52621	01/08/2019	MOBERLY	Lynn Moberly	11,754.00	52,621
52622	01/08/2019	MONARCH	Monarch Landscape Holdings, LLC	5,500.00	52,622
52623	01/08/2019	MORUP	Morup Signs Inc	175.00	52,623
52624	01/08/2019	MRMOBILE	Mr. Mobile Automotive Service LLC	3,630.00	52,624
52625	01/08/2019	NESCO	Nesco LLC	3,580.51	52,625
52626	01/08/2019	NEELECTR	Northeast Electric LLC	10,222.00	52,626
52627	01/08/2019	NUVELOCI	Nuvelocity	1,691.25	52,627
52628	01/08/2019	nwpermit	NW Permit Inc	319.30	52,628
52629	01/08/2019	OLYMTRA	Olympic Trailer & Truck Accessories	2,554.45	52,629
52630	01/08/2019	PSR	P.S.R. Equipment Repair	725.19	52,630
52631	01/08/2019	PACAIR	Pacific Air Control, Inc	975.01	52,631
52632	01/08/2019	POA	Pacific Office Automation	1,669.46	52,632
52633	01/08/2019	PACPLANT	Pacific Plants	4,081.00	52,633
52634	01/08/2019	PACSOIL	Pacific Topsoils, Inc	2,376.00	52,634
52635	01/08/2019	PATRIOT	Patriot Maintenance Inc	13,395.07	52,635
52636	01/08/2019	PERTEET	Pertee, Inc.	243.03	52,636
52637	01/08/2019	PLATT	Platt Electric Supply	626.59	52,637
52638	01/08/2019	PROTH	Prothman Company	9,476.00	52,638
52639	01/08/2019	QUALITYC	Quality Concrete Products, Inc	897.60	52,639
52640	01/08/2019	R&RPARTY	R&R Party Rentals	129.93	52,640
52641	01/08/2019	REDHIST	Redmond Historical Society	50.00	52,641
52642	01/08/2019	RICH	Rich Landscapiing, Inc.	3,162.51	52,642
52643	01/08/2019	HALF	Robert Half	2,838.20	52,643
52644	01/08/2019	ROTARSAM	Rotary Club of Sammamish	104.00	52,644
52645	01/08/2019	SAFEBUILD	Safebuilt Washington LLC	1,280.00	52,645
52646	01/08/2019	SAMSYMPH	Sammamish Symphony Orchestra	7,500.00	52,646
52647	01/08/2019	SEQUOYAH	Sequoyah Electric, LLC	2,439.68	52,647
52648	01/08/2019	SITBONE	Site One Landscape Supply LLC	603.77	52,648
52649	01/08/2019	STANTEC	Stantec Consulting Services	10,566.75	52,649
52650	01/08/2019	STEINLOT	Stein Lotzkar & Starr P.S. Inc	4,200.00	52,650
52651	01/08/2019	SULLIVAS	Stephanie Sullivan	67.69	52,651
52652	01/08/2019	SUNBELT	Sunbelt Rentals	6,229.51	52,652
52653	01/08/2019	FIREHOUS	The Fire House	1,028.50	52,653
52654	01/08/2019	WATERSH	The Watershed Company	6,387.12	52,654
52655	01/08/2019	WORKWEAR	The Workwear Place	991.30	52,655
52656	01/08/2019	TOURNESO	Tournesol Siteworks	4,749.44	52,656
52657	01/08/2019	TRANSGRO	Transpo Group USA Inc.	15,046.26	52,657
52658	01/08/2019	TRIANGLE	Triangle Associates, Inc	8,546.10	52,658
52659	01/08/2019	ULINE	ULINE Shipping Supplies	526.48	52,659
52660	01/08/2019	UNITRENT	United Rentals NA, Inc	469.02	52,660
52661	01/08/2019	USBANKNA	US Bank N.A.	93.00	52,661
52662	01/08/2019	WAPAT	Wa State Patrol	573.65	52,662
52663	01/08/2019	WESCOM	Wescom	280.00	52,663
52664	01/08/2019	WC3	West Coast Code Consultants, Inc	2,370.00	52,664
				<hr/>	
				Check Total:	611,817.58
				<hr/>	

Agenda Bill

City Council Special Meeting
January 08, 2019



SUBJECT:	An ordinance adopting amendments made to the Comprehensive Plan in 2018		
DATE SUBMITTED:	November 29, 2018		
DEPARTMENT:	Community Development		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Approve the ordinance adopting all amendments to the Comprehensive Plan approved in 2018		
EXHIBITS:	1. Exhibit 1 - Consolidated Comp Plan Amendment Ordinance 2. Exhibit 2 - Parks Element Volume I and Volume II - Comp Plan Amendment Redlines 3. Exhibit 3 - Capital Facilities Element - Redlines		
BUDGET:			
Total dollar amount		<input type="checkbox"/>	Approved in budget
Fund(s)		<input type="checkbox"/>	Budget reallocation required
		<input checked="" type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

Should the Council approve the ordinance adopting all amendments to the Comprehensive Plan approved in 2018

KEY FACTS AND INFORMATION SUMMARY:

Summary Statement

In December 2017, the City Council adopted Resolution R2017-761, which approved the placement of seven proposed amendments on the 2018 Comprehensive Plan docket. Over the course of 2018, the City Council has completed work on three of these items. Two of these items - updates related to the

approval of the Parks, Recreation, and Open (PRO) Space Plan (completed in February 2018 and approved through Resolution R2018-779), and amendments to the Capital Facilities Element related to school impact fees (completed in October 2018) - are included in the consolidated Ordinance that Council will consider at this meeting. The third docket item, related to amendments to the Transportation Element and transportation concurrency, were adopted separately as an emergency ordinance (O2018-464) in September 2018, and are therefore not included in this amendment package.

Background

The Growth Management Act does not allow the City to amend the Comprehensive Plan more than once per year, with certain exceptions. The purpose of this ordinance is to adopt all Comprehensive Plan amendments that the City Council has approved throughout 2018, which includes the following docket items:

The PRO Plan (Exhibit 2):

- The purpose of the proposed amendments to the Parks Element is to ensure that it reflects the latest version of the PRO Plan.
- On February 27, 2018, the City Council adopted Resolution R2018-779, which approved the 2018 PRO Plan Update for the purposes of meeting the Washington State RCO's submittal requirements.
- On March 20, 2018, the City Council held a public hearing and voted to approve the proposed amendments to the Parks Element that incorporate the updated 2018 Parks, Recreation and Open Space Plan.

Capital Facilities Plan associated with school impact fees (Exhibit 3):

- The purpose of the proposed amendments to the Capital Facilities Element is to clarify that school district Capital Facilities Plans, which the City must adopt in order to collect school impact fees on behalf of the school districts, are adopted into the Comprehensive Plan by reference, and do not require an amendment each time they are updated and adopted by City Council.
- On October 2, 2018, the City Council held a public hearing and voted to direct staff to include the proposed amendments to the Capital Facilities Element of the Sammamish Comprehensive Plan in the consolidated amendment package.

The proposals that the City Council placed on the docket but did not consider in 2018 will remain on the docket unless action to "remove" it is taken. Legislative review of these proposals may be added to the City's work plan in 2019 at the Council's discretion.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2019-**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING AMENDMENTS RELATED
TO THE 2018 DOCKET, AMENDING THE SAMMAMISH
COMPREHENSIVE PLAN**

WHEREAS, the City of Sammamish City Council adopted an updated Comprehensive Plan on October 13, 2015 by Ordinance O2015-396, in accordance with RCW 36.70A.130; and

WHEREAS, the Washington State Growth Management Act (GMA) requires internal consistency among comprehensive plan elements and applicable regional plans; and

WHEREAS, to ensure that comprehensive plans remain relevant and up to date, the GMA requires each jurisdiction to establish procedures whereby amendments to the Plan are considered by the City Council (RCW 36.70A.130[2]), and limits adoption of these amendments to once each year unless an emergency exists; and

WHEREAS, the City of Sammamish has established a procedure for amending the Comprehensive Plan in Chapters 24.15 and 24.25 SMC, which limit adoption of amendments to the Comprehensive Plan to no more than once each year; and

WHEREAS, the City of Sammamish requires applications for amendment proposals to be submitted by September 30 of each year; and

WHEREAS, seven Comprehensive Plan amendment applications were docketed on December 5, 2017 by Resolution R2017-761; and

WHEREAS, a full legislative review of two items docketed through Resolution R2017-761 were completed in 2018 by the Planning Commission and City Council, including proposals related to the Parks Element and the Capital Facilities Element; and

WHEREAS, the Planning Commission considered proposed amendments to the Parks Element related to the Parks, Recreation, and Open Space Plan during a work session held on December 7, 2017, held a public hearing and considered public comment on January 4, 2018, and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered proposed amendments to the Parks Element related to the Parks, Recreation, and Open Space Plan during work sessions on January 16 and February 6, 2018, and held a public hearing and considered public comment on March 20, 2018, and voted to approve on the proposed amendments; and

WHEREAS, on November 20, 2018, the City submitted the proposed Comprehensive Plan amendments to the Parks Element to the Washington State Department of Commerce in accordance with RCW 36.70A.106; and

WHEREAS, an environmental review of the proposed Comprehensive Plan amendments to the Parks Element was conducted in accordance with the requirements of SEPA, including review of a complete SEPA checklist; and

WHEREAS, on November 27, 2018, a SEPA threshold DNS was issued for the proposed Comprehensive Plan amendments to the Parks Element and no appeals were filed; and

WHEREAS, the Planning Commission held a public hearing, considered the proposed amendments to the Capital Facilities Element, and made a recommendation of approval to the City Council on September 6, 2018; and

WHEREAS, the City Council considered proposed amendments to the Capital Facilities Element during a work session on October 1, 2018, and held a public hearing and considered public comment on October 2, 2018, and voted to approve on the proposed amendments; and

WHEREAS, on August 2, 2018, the City submitted the proposed Comprehensive Plan amendments to the Capital Facilities Element to the Washington State Department of Commerce in accordance with RCW 36.70A.106; and

WHEREAS, an environmental review of the proposed Comprehensive Plan amendments to the Capital Facilities Element was conducted in accordance with the requirements of SEPA, including review of a complete SEPA checklist; and

WHEREAS, on September 13, 2018, a SEPA threshold DNS was issued for the proposed Comprehensive Plan amendments to the Capital Facilities Element and no appeals were filed; and

WHEREAS, the City Council has assessed the cumulative effect of the docketed Comprehensive Plan amendment proposals, in accordance with RCW36.70A.130(2)(b);

WHEREAS, the City Council has determined that the proposed Comprehensive Plan amendments meet the City's goals and objectives in the Comprehensive Plan and comply with the criteria in SMC 24.15.040(2);

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

Section 1. Parks Element Amended. The Parks Element of the Sammamish Comprehensive Plan is hereby amended as set forth in Attachment A.

Section 2. Capital Facilities Element Amended. The Capital Facilities Element of the Sammamish Comprehensive Plan is hereby amended as set forth in Attachment B.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section 4. Effective Date. The 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 __ DAY OF _____ 2019.

CITY OF SAMMAMISH

Mayor Christie Malchow

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:

Public Hearing:

First Reading:

Passed by the City Council:

Date of Publication:

Effective Date:

EXHIBIT 4 - COMP PLAN AMENDMENT
VOLUME I: PARKS ELEMENT

shadows lengthening
over the skatepark —
first leaves of autumn

PARKS

Review Notes:

Volume I and II of the Parks Element includes updating references and other minor tweaks to ensure consistency with the 2018 PRO Plan.

Introduction

The Parks, Recreation, and Open Space Element contains goals and policies regarding how Sammamish’s parks will be acquired, designed, managed, and programmed. The City parks system contains ~~15~~ 14 parks totaling ~~490~~ 611 acres of park land (~~2013~~2017). These include open space preserves, athletic fields, a dog off-leash area, areas for informal play and recreation, and ~~indoor~~ rental facilities.

The goals and policies in this element are taken from, and must be consistent with, the City’s Parks, Recreation, and Open Space (PRO) Plan, which is required by the Washington State Recreation and Conservation Office (RCO) to remain eligible for grant funding. This element also connects and supports other comprehensive plan elements, such as the Transportation Element (through the discussion of trails, bikeways, and paths) and the Environment & Conservation Element (through the objectives on water conservation and recycling.)

Consistent with the Comprehensive Plan’s framework for sustainability and healthy communities, this element plays an important role in promoting good public health. Parks provide opportunities for physical activity through the use of trails and athletic fields, countering national trends toward physical inactivity



East Sammamish Park playground



Central landing at Sammamish Landing

**EXHIBIT 4 - COMP PLAN AMENDMENT
VOLUME I: PARKS ELEMENT
107**

Sammamish Comprehensive Plan
Parks, Rec & Open Space Element
October 2015



Seating area at Pine Lake Park (credit: Eric Willhite)



Rock climbing at Sammamish Commons

Goal P.2 Identify financing strategies for the development and operations of parks and recreation facilities to serve the citizens of Sammamish.

- Objective P.2.1 Utilize impact fees to accommodate growth through the expansion of the parks system.
- Objective P.2.2 Seek funding for new parks and facilities and renovations through a variety of sources including capital reserves, real estate excise tax, impact fees, grants, donations, bonds, or levies.
- Objective P.2.3 Establish a pricing strategy for rented facilities that aligns with comparable market rates and supports cost recovery of maintenance and operations costs associated with those facilities.



Students at Samantha Smith Elementary School contribute their ideas and vision for Big Rock Park

Goal P.3 Enhance citywide planning for parks, athletic fields, trails, and open space.

- Objective P.3.1 Provide opportunities for public participation in the planning process for major park development and renovation projects.
- Objective P.3.2 Complete additional research and analysis to help guide the development of secondary level of service standards.
- Objective P.3.3 Develop and adopt a park classification system.
- Objective P.3.4 Adopt a six-year capital improvement plan (CIP) every two years. ~~off-cycle from the adoption of the biennial budget.~~

An update to the Trails, Bikeways and Paths Master Plan will be completed in 2015. Non-motorized planning can be found in the latest version of the PRO Plan and Transportation Master Plan.



Public meeting for the Big Rock Park project

EXHIBIT 4- COMP PLAN AMENDMENT
VOLUME II: PARKS ELEMENT

shadows lengthening
over the skatepark —
first leaves of autumn

Background Information

PARKS

Complete information about the City of Sammamish ~~2012~~ 2018 Parks, Recreation & Open Space Plan can be found at this link:

<http://www.sammamish.us/pdfs/parksplan/PROPlan2012-Final.pdf>

<https://www.sammamish.us/parks-recreation/>

The ~~2012~~ 2018 Parks, Recreation and Open Space (PROS) Plan, which includes a review of existing conditions, trends and future needs for parks, athletic fields, recreation facilities, recreational programming and cultural arts. The PRO Plan also includes a discussion of volunteers and partnerships and implementation.



*Sammamish Landing
central lawn*



Please look for this icon for goals and policies that focus specifically on sustainability and healthy communities.

conservation of resources both support cost savings for users and providers. Ideally this will add up to an effective investment of public dollars by providing the best service possible for the longest period of time possible for the lowest cost.

The Growth Management Act establishes five requirements for this element, which are to 1) provide an inventory of facilities, 2) list a forecast of needs, 3) show proposed locations and capacity of planned facilities, 4) provide a financing plan for needed facilities, and 5) reassess planned facilities if they cannot be provided and paid for. The process of addressing these five requirements helps us make wise use of city funds by organizing and prioritizing projects. The Capital Facilities Element Background Information contains the background data and analysis that provide the foundation for the Capital Facilities Element goals and policies.

Goals and Policies

- Goal CF.1 Provide capital facilities and public services necessary to support existing and new development envisioned in the land use element.
- Policy CF.1.1 Plan capital facilities that have the capacity and are located to serve existing development and future growth planned in the Land Use Element.
- Policy CF.1.2 Provide all capital facilities necessary to support related services that are the responsibility of the City, including transportation, parks, police, surface water management, city hall and public works.
- Policy CF.1.3 Coordinate with other agencies for their provision of water, sewer, fire protection, schools, library and transit.
- Policy CF.1.4 Incorporate by reference, to the extent not inconsistent or in conflict with ~~the~~ city plans or regulations, the following plans: ~~which are considered to be incorporated into the Sammamish Comprehensive Plan by reference. The plans may be amended as needed to reflect changing development trends or to update the plans as new facilities are constructed.~~
 - a Schools: Issaquah School District Capital Facilities Plan, Lake Washington School District Capital

Based on the assumptions described in the Land Use Element, the City has development capacity to meet the adopted 2035 targets of 4,640 houses and 2,088 jobs.



Sammamish City Hall

Facilities Plan, and Snoqualmie Valley School District Capital Facilities Plan

- b Water: Sammamish Plateau Water and Sewer District Water Comprehensive Plan; and Northeast Sammamish Sewer and Water District Water Comprehensive Plan
- c Sewer: Sammamish Plateau Water and Sewer District Comprehensive Wastewater Plan, and Northeast Sammamish Sewer and Water District Sewer Comprehensive Plan
- d Transportation: Looking to the Future: Six-Year Transit Development Plan (for Metro), PSRC Transportation 2040 Plan and Sound Transit TOD Program Strategic Plan and Long-Range Plan.

Policy CF.1.5 Participate in processes for determining the location of capital facilities of regional or statewide importance.

Policy CF.1.6 Ensure appropriate mitigation if Sammamish is selected as a site for a regional or statewide capital facility, or is otherwise impacted by a regional or statewide facility's development, expansion or operation.

Elizabeth Blackwell
 Elementary School



CF.16

Sammamish Comprehensive Plan
 Capital Facilities Background Information
~~October 2015-December X, 2018~~

Capital Projects

There are no capital projects for capital facilities for fire and emergency medical response.

Funding

No funding is projected because there are no capital projects for fire and emergency medical response.

Schools

The City of Sammamish is served by the Lake Washington School District #414 (LWSD), the Issaquah School District #411 (ISD), and the Snoqualmie Valley School District #410 (SVSD) for public elementary, junior and high school education.

~~Summaries of the Capital Facility Plans of each school district are presented below:~~ The complete Capital Facility Plans of the three school districts, as amended and adopted by the City Council, are adopted by reference in this Capital Facilities Plan Element of the City of Sammamish. Each district's complete CFP contains detailed information regarding school facility development and impact fees, including: planning in each district.

a) Deficiencies in facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time;

b) Additional demands placed on existing facilities by new development; and

c) Additional facility improvements required to serve new development.

~~The City of Sammamish adopted its school impact fees beginning in September of 1999 to fund capital facilities within these school districts.~~

CF.17

Sammamish Comprehensive Plan
 Capital Facilities Background Information
 October 2015-December X, 2018

Issaquah School District

Source: 2014 Capital Facilities Plan, July 9, 2014

Inventory of Existing Facilities

Currently, using the 95% utilization factor, the District has the capacity to house 15,560 students in permanent facilities and 3,340 students in portables.

Forecast of Future Needs

The projected student enrollment for the 2019-2020 school year is expected to be 18,388 which leaves a permanent capacity deficit of 1,633.

Capital Projects

Background Table CF-9
 Issaquah School District Capital Improvement Projects: 2013-2018

PROJECT	COST (\$)
	2013-2018
Issaquah Middle School	62,500,000
Issaquah High School	2,000,000
Liberty High School	65,200,000
Maywood Middle School	12,500,000
Clark Elementary	19,500,000
Tiger Mountain	3,925,000
Apollo Elementary	7,720,000
Issaquah Valley	8,485,000
Sunny Hills	27,200,000
Portables	3,150,000
TOTAL	211,730,000

CF.18

Sammamish Comprehensive Plan
 Capital Facilities Background Information
 October 2015-December X, 2018

Funding

The Issaquah School District, with voter approval, has front funded all the projects. The Six-Year Finance Plan also lists \$500,000 of School Impact Fees:

Lake Washington School District

Source: Six-Year Capital Facilities Plan 2014-2019, May 19, 2014

Inventory of Existing Facilities

School capacity is based on the district standard of service and the existing inventory of available classrooms, including both permanent and relocatable (portable) classrooms. The district's overall total capacity is 27,761, including permanent capacity of 24,832 and 2,929 in relocatables. Student headcount enrollment as of October 1, 2013 was 26,220.

Forecast of Future Needs

From the 2012 school year through 2021, the district expects enrollment to increase by over 4,000 students. The district experienced actual growth of 825 students in 2013. During the six-year window from 2013 to 2019, enrollment is projected to increase by 2,826 students to a total of 29,046. An additional 705 students are expected from 2019 to 2021.

CF.19

Sammamish Comprehensive Plan
 Capital Facilities Background Information
 October 2015-December X, 2018

Capital Projects

Completed projects would result in student enrollment exceeding permanent capacity by 1,164 students in 2019.

Background Table CF-10
 Lake Washington School District Capital Improvement Projects: 2014-2020

PROJECT	COST (\$)
	2014-2020
New-Redmond Ridge East Elementary	38,300,000
New-North Redmond Elementary	37,100,000
New-Kirkland Area Elementary	37,100,000
Addition-Lake Washington High School	31,500,000
New-Redmond Area Middle School	72,000,000
Mod-Juanita High School	156,500,000
New-Westside STEM focused school	40,500,000
Portables	7,900,000
TOTAL	420,900,000

Funding

The Six-Year Finance Plan states that the projects are expected to be secured through Impact and Mitigation Fees:

Snoqualmie Valley School District
 Source: Capital Facilities Plan 2014, June 12, 2014

Inventory of Existing Facilities

The District's current overall permanent capacity is 6,891 students (5,069 in permanent classrooms and 1,822 in portable classrooms). October enrollment for the 2013-14 school year was 5,985 full time equivalents ("FTE").

Forecast of Future Needs

FTE enrollment is projected to increase by 19% to 7,142 in 2019.

The District has continuing permanent capacity needs at all levels. Even after the annexation of Snoqualmie Middle School, the anticipated construction of a new middle school and an additional elementary school, the District will have continuing permanent capacity needs. Those additional capacity needs will need to be

CF.20

Sammamish Comprehensive Plan
 Capital Facilities Background Information
 October 2015-December X, 2018

addressed in the short-term with relocatables. The District currently has 26.4% of its classroom capacity in relocatable classrooms. With the addition of relocatable classrooms and the construction of two new facilities, the District would have 22.6% of its classroom capacity in relocatable classrooms in 2019, assuming older relocatable classrooms are not removed from service. The District will continue to work towards reducing the percentage of students housed in relocatable classrooms.

Capital Projects

Background Table CF-11
 Snoqualmie Valley School District Capital Improvement Projects: 2014--2019

PROJECT	COST (\$)
	2014-2019
New Snoqualmie Middle School	58,800,000
Elementary School #6	36,900,000
Portables	1,200,000
Mount Si High School	190,000,000
TOTAL	286,900,000

Funding

The Six-Year Finance Plan lists \$90,775,000 of Bonds, \$3,925,000 of State Match, and \$2,200,000 of Impact Fees. The Mount Si High School project will be funded by the 2015 Bond for \$190,000,000.

Agenda Bill
City Council Special Meeting
January 08, 2019



SUBJECT:	New Vehicle Purchase	
DATE SUBMITTED:	December 05, 2018	
DEPARTMENT:	Facilities & Fleet	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the Interim City Manager to purchase five new vehicles as approved in the 2019-2020 budget.	
EXHIBITS:		
BUDGET:		
Total dollar amount	\$386,600.00	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	001-019-594-19-64-00 Facilities 001-058-594-24-64-00 DCD 101-000-594-42-64-30 Streets 408-000-594-53-64-00 Storm	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Should the City Purchase five new vehicles for five new approved positions?

KEY FACTS AND INFORMATION SUMMARY:

Five new full-time positions have been approved in the 2019-2020 adopted budget. These positions include:

1. Facilities Maintenance Worker I
2. Community Development Senior Inspector
3. Surface Water Engineering Technician
4. Street Signal Technician
5. Street Signal Technician

Staff has recommended that five vehicles be purchased to meet the daily work needs of the above positions. These monies are allocated in the approved 2019-2020 budget.

The City utilizes the Washington State Department of Enterprise Services for its vehicle purchasing needs. This is a group platform that publicly solicits bids for any and all agencies to utilize on an annual basis. This type of group purchasing power provides the public with low, bid products for a wide variety of vehicles suiting most everyone's needs.

Facilities Maintenance Worker I	2019 Ford F150 4-WD Pick-up Truck	\$38,000.00
Senior Inspector - DCD	2019 Ford Escape	\$28,600.00
Street Signal Technician	Aerial Lift Truck	\$250,000.00
Street Signal Technician	Van – to be determined	\$30,000.00
Surface Water Engineering Tech	2019 Ford F150 or similar truck	\$40,000.00
	TOTAL EXPENDITURE	\$386,600.00

All vehicles will be purchased from the Washington State bid contract as described herein.

FINANCIAL IMPACT:

BARS #	Fund	Amount
001-019-594-19-64-00	Facilities	\$38,000
001-058-594-24-64-00	Community Development	\$28,600
101-000-594-42-64-30	Streets	\$280,000
408-000-594-53-64-00	Surface Water Mgmt.	\$40,000
	TOTAL	\$386,600

OTHER ALTERNATIVES CONSIDERED:

N/A

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

N/A

Agenda Bill
City Council Special Meeting
January 08, 2019



SUBJECT:	Vehicle and Equipment Replacement	
DATE SUBMITTED:	December 05, 2018	
DEPARTMENT:	Facilities & Fleet	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to purchase replacement vehicles and equipment.	
EXHIBITS:		
BUDGET:		
Total dollar amount	\$638,588	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	501-000-594-48-64-00 (Equipment Rental & Replacement Fund)	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	
<input checked="" type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Should the City replace its aging vehicles and equipment as scheduled?

KEY FACTS AND INFORMATION SUMMARY:

Summary

The vehicles and equipment scheduled for replacement in 2019 have reached the end of their service life and are typically increasing in cost to maintain and are declining in condition. Funding was allocated in the 2019-2020 Budget for the replacement of the following vehicles and equipment:

- E-009 2003 John Deere Tractor 4710
- E-010 2003 Wacker Roller RD25
- E-103 2003 HP Mower 4820 Exmark

- E-104 2004 John Deere 4x4 Tractor Slope Mower
- E-115 2005 Varitech De-icer Skid 525 gallon
- E-124 2007 John Deere Gator 850D Utility Vehicle
- E-125 2008 All Terrain Mower Deweze
- E-126 2008 John Deere 1200A Bunker Rake
- E-127 2008 John Deere 1600 Turbo Series II Mower
- E-145 2012 John Deere Gator XUV 855D
- V-013 2000 Honda Accord
- V-023 2005 Ford Ranger
- V-027 2008 Ford F350 4x4 Utility Body
- V-030 2009 Ford F350 4x4 Utility Body

Background

The City’s budget includes an Equipment Rental and Replacement Fund dedicated to equipment maintenance and replacement. Funds are set aside each year to cover the depreciation, maintenance, repair and future replacement costs. All vehicles and equipment are reviewed annually by the Internal Service Superintendent and Finance Department to determine what is eligible for replacement.

FINANCIAL IMPACT:

The budget approved for the 2019 Equipment Rental and Replacement Fund 501-000-594-48-64-00 is \$602,088. An additional \$36,500 from the approved 2019 Streets Fund 101-000-594-42-64-30 will be used to upgrade the replacement of V-30 utility truck to an aerial lift bucket truck.

The budget approved for the 2019 vehicle and replacement is \$638,588.

101-000-594-42-64-30 Street Fund	\$36,500
501-000-594-48-64-00 Equipment Rental & Replacement Fund	<u>\$602,088</u>
Total:	\$638,588

OTHER ALTERNATIVES CONSIDERED:

NA

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

NA

Agenda Bill
 City Council Special Meeting
 January 08, 2019



SUBJECT:	Contract: 2019 Sports Turf Maintenance Services	
DATE SUBMITTED:	December 11, 2018	
DEPARTMENT:	Parks & Recreation	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the Interim City Manager to execute a contract with Rich Landscaping, Inc. for Sports Turf Maintenance Services at Eastlake High School in an amount not to exceed \$76,999.96 (Exhibit 1)	
EXHIBITS:	1. Exhibit 1 - Contract: 2019 Sports Turf Maintenance Services/Rich Landscape	
BUDGET:		
Total dollar amount	\$76,999.96	<input type="checkbox"/> Approved in budget
Fund(s)	001-076-576-80-48-00	<input checked="" type="checkbox"/> Budget reallocation required
		<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Should the City execute a contract with Rich Landscaping, Inc. for Sports Turf Maintenance Services?

KEY FACTS AND INFORMATION SUMMARY:

Summary

As outlined in the partnership agreement between the City of Sammamish and the Lake Washington School District, the City shall schedule and provide maintenance at the community sports field.

Background

The City currently has an Inter-Local Agreement with Lake Washington School District to provide sports Turf Maintenance on the Community Sports Field.

On August 1, 2018, the Washington State Department of Labor & Industries Prevailing Wage Program published updated wage rates that became effective on August 31, 2018. With this announcement, they declared a shift from the Department’s existing method of surveying businesses to set rates, to adopting collective bargaining wages negotiated by local unions. This action, mandated by [Senate Bill 5493](#), caused a sharp increase in existing [prevailing wage rates for landscape laborers](#). King County’s current rate of \$17.87 has increased to \$37.67.

Because of the above circumstances, staff decided that the current contract should not be renewed but should be re-bid to solicit the lowest possible contract price. The City issued an Invitation to Bid through Municipal Research and Services Center (MRSC) on November 14, 2018. Rich Landscaping, Inc. was the only respondent and therefore the lowest responsive and responsible bidder. Rich Landscaping had been the prior vendor of this service and had performed their work to the satisfaction of the City.

FINANCIAL IMPACT:

The contract amount is not to exceed \$76,999.96 (Exhibit 1), which includes Washington State sales tax.

This 102.5% increase in Prevailing Wage rates mandated by SB 5493, will impact the 2019 budget by an additional \$ 37,797.61.

001-076-576-80-41-00 – Parks Department \$76,999.96

OTHER ALTERNATIVES CONSIDERED:

If City Council chooses not to authorize the Interim City Manager to approve this contract, the City would need to adjust maintenance staffing and resource priorities in order to meet the terms of our Inter-Local Agreement with Lake Washington School District, which will decrease the level of service within the city's park system in some capacity.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[City of Sammamish 2018 PRO Plan](#)

Goal 3.5: *Continue to partner with the local school districts and other providers to convert natural-turf fields to synthetic-turf fields with lights.*

Goal 4.1 *Maintain all parks and facilities in a manner that keeps them in safe and attractive condition repair or remove damaged components immediately upon identification.*

Goal 6.6: *Continue to expand partnerships with the school districts, private non-profit agencies, private fitness clubs and the local businesses to provide recreation services.*

Goal 7.3: *Enhance partnerships with local school districts to maximize public use of recreation facilities on school sites, especially athletic fields and gymnasiums, and to encourage provision of community education programming at schools.*



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

CONTRACT NUMBER

**Small Public Works
 PURCHASED SERVICE/MAINTENANCE CONTRACT**

	YES	NO	
Prevailing Wage Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See Paragraph 7.2
Unit Priced Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City) and Contractor Name: **Rich Landscaping, Inc.** (the "Contractor")

Project Name: **Sports Turf Maintenance Services**

Commencing: January 9, 2019
 Terminating: December 31, 2019

Amount Not to exceed \$ 76,999.96 (includes WA State sales tax, if applicable)

RECITALS

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, pursuant to the invitation of the City, extended through the MRSC 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 desires to have the Contractor perform such services pursuant to certain terms and conditions

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 services 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, specifications, or Scope of Work. Contractor shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.

2. Contract Documents. The Contract consists of the following documents, which are all incorporated by reference.

- a) This Agreement and all Exhibits attached thereto;
- b) The request for Proposal, Invitation to Bid, or other City-issued request for project submittals
- c) The submitted project quote, bid or proposal
- d) Scope of Work
- e) Maps and plans
- f) Special provisions, if any
- g) All documents required under this Agreement, including but not limited to documentation evidencing insurance, copy of Contractor's state contractor license and UBI number, copy of Contractor's business license.

Purchased Service/Maintenance Contract

Revised 8/1/2018



CONTRACT NUMBER

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

3. Payment. The City shall pay the Contractor for the Work rendered according with the following procedures and subject to the following requirements.

3.1 The Contractor shall submit invoices for the work performed to **The City of Sammamish Accounts Payable Department**. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 If Prevailing Wages are required, the invoice must bear the following signed statement:

"I certify that wages paid under this contract are equal or greater than the applicable wage rates set forth in the Washington State Prevailing Wage rates for Public Works Contracts issued by the State of Washington Department of Labor & Industries."

3.3 The Contractor shall complete and return the attached **Form W-9**, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.4 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payments shall be made for any work performed by the Contractor except for the work identified and set forth in this Contract.

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:

- a) Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
- b) Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
- c) Enforce all warranties for the benefit of the City; and,
- d) 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



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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, or the amount of the Contract sum, or in the time for completion of the Work, shall be accomplished only by a written amendment, signed by the Contractor and the City, in advance of the proposed change. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the executed amendment.

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

6.1 No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

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

6.2.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

6.2.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury, liability assumed under an insured contract, blanket contractual, products/completed operations; broad form property damage, explosion, collapse and underground (XCU) if applicable, and employer's liability. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form [CG 25 03 05 09](#) or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#) and Additional Insured-Completed Operations endorsement [CG 20 37 10 01](#) or substitute endorsements providing at least as broad coverage.

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

6.2.4 Professional Liability insurance appropriate to the Contractor's profession (if applicable)

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

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

6.3.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.

6.3.3 Worker's Compensation insurance at the limits established by the State of Washington.

6.3.4 Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.



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6.5 Other Insurance Provision. The Contractor’s Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor’s insurance and shall not contribute with it.

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

6.7 Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors’ coverage.

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

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

6.10 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days’ notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

7. Prevailing Wage

7.1 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 agrees that all laborers, workers or mechanics employed by it or by any subcontractor in the Work of this Contract will be paid not less than the prevailing rate of wage for an hour’s work in accordance with the provisions of [Chapter 39.12 RCW](#) and all such rules and regulations as may be promulgated thereto by the Washington 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 <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

7.2 In case any dispute arises as to what the prevailing rate of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the director’s decision therein shall be final and conclusive and binding on all parties involved in the dispute.

7.3 Contractor shall file an [Intent to Pay Prevailing Wage form](#). Contractor shall submit the Intent forms, approved by L&I to the City with payment request. No payment will be issued to the Contractor until the City receives approved forms. If any work is subcontracted on this project, an approved Intent form must be submitted for each sub-contractor.



CONTRACT NUMBER

If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing the final payment.

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 City of Sammamish Municipal Code and regulations and ordinances of the City of Sammamish. This Contract shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of King County, Washington.

10. Business License. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>.

11. Termination.

11.1 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 be submitted to the City within 10 days of termination or suspension.

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

11.3 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.

11.4 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.

12. Duration. This contract may be renewed at the City's option for up to three (3) additional years. In the event the City desires to invoke this option, the parties shall execute an amendment to this Agreement reflecting the new duration and new compensation, which will be adjusted annually based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

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.

13.1 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 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.

13.2 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 the purposes of



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this indemnification. This waiver has been mutually negotiated by the parties. 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. Non-Discrimination: Discrimination by Contractor in all phases of employment and contracting is prohibited by federal and State laws rules and regulations. The Contractor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

16. Non-Endorsement: As a result of the selection of a Contractor to supply services to the City, the Contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the prior express written consent of the City.

17. Non-Collusion: By signature below, the Contractor acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

18. 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.

19. 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.

20. Attorney's 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.

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

22. 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.

23. 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.

24. Records Keeping & Reporting.

24.1 The Contractor at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Contractor under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

24.2 The Contractor shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Contractor's activities. The City may, at its discretion, conduct an



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audit, at its expense, using its own or outside auditors, of the Contractor's activities which relate, directly or indirectly, to the Agreement.

24.3 On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

24.4 Contractor will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

24.5 Contractor 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. Contractor 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.

24.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the city.

25. **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 three (3) days after the date of the postmark. Notices shall be delivered or mailed to the following:

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

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

Project Manager: Mike Keller

Email: MKeller@sammamish.us

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

Company Name: Rich Landscaping, Inc.

Contact Name: Jonathan Richards

Street Address: 27901 Redmond-Fall City Road, Redmond, WA 98053

Phone Number: 425-222-9544

Email: jonathan@richlandscaping.com

	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">CONTRACT NUMBER</div>
<p>By signing below, you agree to all the terms and conditions herein.</p> <p>CITY OF SAMMAMISH, WASHINGTON</p>	
By (Print Name):	Date:
Signature	Title:
CONTRACTOR	
By (Print Name): Jonathan Richards	Date: December 10, 2018
Signature <i>Jonathan Richards</i>	Title: Project Manager
ATTEST/AUTHENTICATED:	
By (Print Name):	Date:
Signature	Title: City Clerk
APPROVED AS TO FORM:	
By (Print Name):	Date:
Signature:	Title: City Attorney
<div style="display: flex; justify-content: space-between;"> Purchased Service/Maintenance Contract Revised 8/1/2018 </div>	



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

CONTRACT NUMBER

EXHIBIT A
Scope of Work

3.01 Scope of Services

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform sports turf maintenance services as specifically outlined in this section.
2. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.
3. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.
4. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:
 - a. Require the vendor to rectify the deficiency within 24 hours and/or,
 - b. Collect liquidated damages as specified in the Contract.
5. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.
6. The vendor or his/her employees shall not remove or consume any property belonging to the School, City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.
7. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.
8. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.
9. Smoking shall not be permitted in any City Building or on School & City grounds.
10. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.



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11. The vendor and his/her employees shall ensure that all gates giving access to City & School facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.
12. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).
13. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park visitors from injury. It is the vendor’s responsibility to provide close supervision of landscape maintenance operations and management of the work sites.
14. Incidents, altercations or accidents involving students, faculty, facility visitors, vendor’s employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.
15. The vendor and his/her employees shall ensure that the mechanical sweeper and brush units used for maintaining the synthetic turf fields are in proper working condition at all times. The vendor shall not perform repair work on City equipment without the permission of the Contract Administrator.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment to perform sports turf maintenance services as specifically outlined in this section.
2. The vendor shall provide the utility vehicle necessary for operating the sweeper and brush units used on the synthetic turf fields.
3. The City shall furnish the mechanical sweeper and brush units. The vendor shall ensure the sweeper and brush units are in good working condition for the duration of the contract. All repairs and replacement of parts are subject to approval of the Contract Administrator.
4. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.

C. Waste/Materials Disposal

1. The vendor shall select his/her own sites for disposal of trash, debris, and unsuitable materials collected under the conditions of the contract. In no case shall trash, debris, or unsuitable materials be disposed upon School, City property or any property contiguous thereto.



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- 2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.
- 3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Park Locations

- 1. Eastlake High School - Community Sports Fields, 400 228th Ave NE.

E. Daily Sports Turf Maintenance Tasks

- 1. Daily service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am. Machinery (i.e. blowers) are not allowed before 7:00 am. Daily service occurs five times per week.
- 2. Perform a field inspection. Walk entire field looking for safety issues, broken glass, gum, field seam issues, and wear spots needing additional rubber (rubber provided on site by the City). Report all safety issue findings to the Contract Administrator immediately.
- 3. Add rubber in wear spots utilizing a push broom.
- 4. Clean any spots on the field where needed (litter, gum removal, soda spills, sunflower seeds, etc.)
- 5. Sweep bleachers, and area around and under bleachers, dugouts, plazas and collect & dispose debris.
- 6. Empty all waste receptacles and replace liners at each site. There are approximately six to eight waste receptacles at each site. Liners provided in restroom chase.
- 7. Unlock all field gates (all listed gates should be unlocked at all times)
 - a. Eastlake High School Fields 1 & 2: 2 dugouts, 1 pedestrian field gate, and 2 pedestrian restroom gates.
 - b. Eastlake High School Field 3: 2 pedestrian gates.
- 8. At Eastlake High School Field 3: Prepare/Repair the clay visitors' bullpen pitcher's mound and cover with a weighted tarp.
- 9. Check the nets on all goals and replace/repair any damaged nets.



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- 10. Check the base plugs on all fields and replace/repair any damaged plugs.
- 11. Notify the Contract Administrator of missing or damaged tools, equipment or supplies such as tamp, rakes brooms, base plugs, nets, goals, tarps or a shortage of rubber crumb or sand.

F. Weekly Sports Turf Maintenance Tasks

- 1. Weekly service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am. Machinery (i.e. blowers) are not allowed before 7:00 am. Weekly service occurs one time per week. The vendor shall establish a work schedule for weekly maintenance on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator.
- 2. Utilizing a utility vehicle with turf tires (vendor provided) or City approved vehicle with turf tires, slowly sweep the fields bi-directionally to remove all debris with a field sweeper (City provided). Vehicle shall be transported to the site; no on-site storage shall be permitted.
- 3. Field 3 Only - Utilizing the utility vehicle with field sweeper, slowly sweep the turf bi-directionally around the baseball field; 1st base, 2nd base, 3rd base, home plate and perform any push broom work around pitcher’s mound to evenly spread rubber crumb into depressions on the field; add rubber crumb where necessary.
- 4. Blow off all hard surfaces.
- 5. Remove any organic debris on the field not picked up by the sweeper by use of a blower or hand work (leaves, seeds, fir needles, etc.)

G. Monthly Sports Turf Maintenance Tasks

- 1. Monthly service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am. Machinery (i.e. blowers) are not allowed before 7:00 am. Monthly service occurs one time per month. The vendor shall establish a work schedule for monthly maintenance on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed approximately every four weeks.
- 2. Utilizing a utility vehicle with turf tires (vendor provided) or City approved vehicle with turf tires slowly broom (City provided) the field bi-directionally to fluff the artificial fibers and redistribute the top layer of rubber crumb. Vehicle shall be transported to the site; no on-site storage shall be permitted.

H. On-Call Services

The vendor shall provide an on-call service phone number to handle customer service needs (fields not prepared properly, unsafe field etc.) and emergencies after-hours.

**Request for Bids
Sports Turf Maintenance Services for City of Sammamish Parks**



**Form #1: Bid Form
Invitation to Bid: #18-12**

To: City of Sammamish, Parks and Recreation

From: Rich Landscaping, Inc. Vendor Name
27901 Redmond-Fall City Rd. Vendor Address
Redmond, WA 98053 City, State, Zip Code
425-222-9544 Telephone Number
jonathan@richlandscaping.com E-mail Address

1. Response:
 The undersigned hereby certifies that he/she has read the requirements and specifications for providing landscape services in accordance with the City of Sammamish's Request for Bid; thoroughly understands the same; and proposes to meet or exceed the specifications.

2. Exceptions
 Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the City's Request for Bid.

No Exceptions

3. Bid Amount – According to Exhibit A – Scope of Work

Subtotal	\$ 69,999.96
WA State sales tax 10%	\$ 7,000.00
Total Price	\$ 76,999.96

**Request for Bids
Sports Turf Maintenance Services for City of Sammamish Parks**

RICH LANDSCAPE



ADDITIONAL WORK RATE SCHEDULE

In the event the City desires additional services other than those described in Section 2 of this agreement, the Contractor agrees to perform such services according to the following schedule or for an amount negotiated by the parties, whichever is less, so long as the hourly rate is not less than the prevailing wage. Additional services shall be proposed by the City or the Contractor using the Discretionary Work Request Form in Exhibit E.

<u>Worker/Task</u>	<u>Rate</u>
Owner	\$ <u>120.00/hr</u>
Supervisor	\$ <u>95.00/hr</u>
Laborer	\$ <u>50.00/hr</u>
Emergency Call Out	\$ <u>200.00/hr</u>

Agenda Bill
 City Council Special Meeting
 January 08, 2019



SUBJECT:	Contract: 2019 Landscape Services for City Parks/Kirkland Land Care		
DATE SUBMITTED:	December 18, 2018		
DEPARTMENT:	Parks & Recreation		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Authorize the Interim City Manager to execute a contract with Kirkland Land Care for Parks Landscape in an amount not to exceed \$316,745.00 (Exhibit 1)		
EXHIBITS:	1. Exhibit 1 - Contract: 2019 Parks Landscape Services 2. Exhibit 2 - Bid Tabulation		
BUDGET:			
Total dollar amount	\$316,745.00	<input type="checkbox"/>	Approved in budget
Fund(s)	001-076-576-80-48-00	<input checked="" type="checkbox"/>	Budget reallocation required
		<input type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

Should the City execute a contract with Kirkland Land Care for Parks Landscape Services?

KEY FACTS AND INFORMATION SUMMARY:

Summary
 This contract will cover landscape services for all City Parks. This contract is in addition to work performed by City Maintenance & Operations staff.

Background
 Badgley's Landscape LLC has been the contractor for City landscape services.

On August 1, 2018, the Washington State Department of Labor & Industries Prevailing Wage Program published updated wage rates that became effective on August 31, 2018. With this announcement, they declared a shift from the Department’s existing method of surveying businesses to set rates, to adopting collective bargaining wages negotiated by local unions. This action, mandated by [Senate Bill 5493](#), caused a sharp increase in existing [prevailing wage rates for landscape laborers](#). King County’s current rate of \$17.87 has increased to \$37.67. Because of the above circumstances, it was decided by Staff that the current contract should not be renewed but should be re-bid.

On November 8, 2018, an Invitation to Bid was issued for the 2019 Parks Landscape Service Contract. Response was received from five firms. Land Sol, LLC dba Kirkland Land Care was identified as the lowest responsible and responsive bidder.

FINANCIAL IMPACT:

The contract amount is not to exceed \$316,745.00 (Exhibit 1), which includes Washington State sales tax.

The aforementioned increase in Prevailing Wage rates mandated by SB 5493 caused a significant impact to the landscape services contract. The 2019 financial obligation is an increase of \$118,745 to the 2019 budgeted amount. This difference in expenditure will be addressed during the 2019-20 mid-bi adjustment process.

001-076-576-80-41-00 – Parks Department \$316,745

OTHER ALTERNATIVES CONSIDERED:

If City Council chooses not to authorize the Interim City Manager to approve this contract, the City will not be able to maintain the city parks system at any where near the existing level of service. The City does not have maintenance staff, equipment, tools, materials or storage area to support the parks maintenance needs that would exist if this contract was not in place. In addition to severely diminished aesthetics of parks maintenance, there is also the risk of long term damage and delayed maintenance issues which would result in additional costs in the future.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Sammamish PRO Plan](#)

Goal 4: Maintain Sammamish parks and recreation facilities to ensure longevity of assets, a positive aesthetic and sensory experience, preservation of habitat and natural systems, and safety for park patrons.

[Sammamish Comprehensive Plan](#)

Goal P.5: Maintain Sammamish parks and recreation facilities to ensure longevity of assets, a positive aesthetic and sensory experience, preservation of habitat and natural systems, and safety for park patrons.



801 228th Avenue SE • Sammamish, WA 98075
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**Public Works
 PURCHASED SERVICE/MAINTENANCE CONTRACT**

	YES	NO	
Prevailing Wage Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See Paragraph 7.2
Unit Priced Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City") and Contractor Name: **Kirkland Land Care** (the "Contractor")

Project Name: **Landscape Services for City Parks**

Commencing: January 9, 2019
 Terminating: December 31, 2019

Amount Not to exceed \$ 316,745.00 (includes WA State sales tax, if applicable)

RECITALS

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, pursuant to the invitation of the City, extended through the MRSC 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 desires to have the Contractor perform such services pursuant to certain terms and conditions

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 services 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, specifications, or Scope of Work. Contractor shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.

2. Contract Documents. The Contract consists of the following documents, which are all incorporated by reference.

- a) This Agreement and all Exhibits attached thereto;
- b) The request for Proposal, Invitation to Bid, or other City-issued request for project submittals
- c) The submitted project quote, bid or proposal
- d) Scope of Work
- e) Maps and plans
- f) Special provisions, if any
- g) All documents required under this Agreement, including but not limited to documentation evidencing insurance, copy of Contractor's state contractor license and UBI number, copy of Contractor's business license.

Purchased Service/Maintenance Contract

Revised 8/1/2018



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The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

3. Payment. The City shall pay the Contractor for the Work rendered according with the following procedures and subject to the following requirements.

3.1 The Contractor shall submit invoices for the work performed to **The City of Sammamish Accounts Payable Department**. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 If Prevailing Wages are required, the invoice must bear the following signed statement:

"I certify that wages paid under this contract are equal or greater than the applicable wage rates set forth in the Washington State Prevailing Wage rates for Public Works Contracts issued by the State of Washington Department of Labor & Industries."

3.3 The Contractor shall complete and return the attached **Form W-9**, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.4 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payments shall be made for any work performed by the Contractor except for the work identified and set forth in this Contract.

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:

- a) Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
- b) Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
- c) Enforce all warranties for the benefit of the City; and,
- d) 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



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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, or the amount of the Contract sum, or in the time for completion of the Work, shall be accomplished only by a written amendment, signed by the Contractor and the City, in advance of the proposed change. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the executed amendment.

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

6.1 No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

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

6.2.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

6.2.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury, liability assumed under an insured contract, blanket contractual, products/completed operations; broad form property damage, explosion, collapse and underground (XCU) if applicable, and employer's liability. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form [CG 25 03 05 09](#) or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#) and Additional Insured-Completed Operations endorsement [CG 20 37 10 01](#) or substitute endorsements providing at least as broad coverage.

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

6.2.4 Professional Liability insurance appropriate to the Contractor's profession (if applicable)

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

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

6.3.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.

6.3.3 Worker's Compensation insurance at the limits established by the State of Washington.

6.3.4 Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of



insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

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6.5 Other Insurance Provision. The Contractor’s Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor’s insurance and shall not contribute with it.

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

6.7 Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors’ coverage.

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

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

6.10 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days’ notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

7. Prevailing Wage

7.1 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 agrees that all laborers, workers or mechanics employed by it or by any subcontractor in the Work of this Contract will be paid not less than the prevailing rate of wage for an hour’s work in accordance with the provisions of [Chapter 39.12 RCW](#) and all such rules and regulations as may be promulgated thereto by the Washington 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 <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

7.2 In case any dispute arises as to what the prevailing rate of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the director’s decision therein shall be final and conclusive and binding on all parties involved in the dispute.

7.3 Contractor shall file an [Intent to Pay Prevailing Wage form](#). Contractor shall submit the Intent forms, approved by L&I to the City with payment request. No payment will be issued to the Contractor until the City

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receives approved forms. If any work is subcontracted on this project, an approved Intent form must be submitted for each sub-contractor.

If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing the final payment.

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 City of Sammamish Municipal Code and regulations and ordinances of the City of Sammamish. This Contract shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of King County, Washington.

10. Business License. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>.

11. Termination.

11.1 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 be submitted to the City within 10 days of termination or suspension.

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

11.3 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.

11.4 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.

12. Duration. This contract may be renewed at the City's option for up to three (3) additional years. In the event the City desires to invoke this option, the parties shall execute an amendment to this Agreement reflecting the new duration and new compensation, which will be adjusted annually based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

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.

13.1 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 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.



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13.2 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 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 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. Non-Discrimination: Discrimination by Contractor in all phases of employment and contracting is prohibited by federal and State laws rules and regulations. The Contractor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

16. Non-Endorsement: As a result of the selection of a Contractor to supply services to the City, the Contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the prior express written consent of the City.

17. Non-Collusion: By signature below, the Contractor acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

18. 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.

19. 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.

20. Attorney's 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.

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

22. 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.

23. 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.

24. Records Keeping & Reporting.

24.1 The Contractor at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Contractor under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

24.2 The Contractor shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Contractor's activities. The City may, at its discretion, conduct an



CONTRACT NUMBER

audit, at its expense, using its own or outside auditors, of the Contractor's activities which relate, directly or indirectly, to the Agreement.

24.3 On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

24.4 Contractor will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

24.5 Contractor 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. Contractor 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.

24.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the city.

25. **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 three (3) days after the date of the postmark. Notices shall be delivered or mailed to the following:

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

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

Project Manager: Mike Keller

Email: MKeller@sammamish.us

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

Company Name: Landsol LLC dba Kirkland Land Care

Contact Name: Mauricio Stoppa

Street Address: 11447 120th Ave NE #300, Kirkland, WA 98033

Phone Number: 425-242-5198

Email: Mauricio@kirklandlandcare.com



CONTRACT NUMBER

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

CITY OF SAMMAMISH, WASHINGTON

By (Print Name): _____ **Date:** _____

Signature _____ **Title:** _____

CONTRACTOR

By (Print Name): _____ **Date:** _____

Signature _____ **Title:** _____

ATTEST/AUTHENTICATED:

By (Print Name): _____ **Date:** _____

Signature _____ **Title: City Clerk**

APPROVED AS TO FORM:

By (Print Name): _____ **Date:** _____

Signature: _____ **Title: City Attorney**



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

CONTRACT NUMBER

EXHIBIT A
Scope of Work

See Attached Scope

Request for Bids
Landscape Services for City of Sammamish Parks

3.06 Scope of Services

Landscaping Locations and Specific Scope of Services shall be completed in accordance with Attachments A to this ITB and as described below:

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform landscape maintenance services as specifically outlined in this section.
2. All fieldwork shall be performed under the supervision of a qualified horticulturalist. Operators shall be licensed for all functions, including pesticide, fertilizer, herbicide, and flagging where required.
3. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.
4. Any vendor having employees working on or near a street shall comply with City of Sammamish and Washington State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.
5. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.
6. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:
 - a. Require the vendor to rectify the deficiency within 24 hours and/or,
 - b. Collect liquidated damages as specified in the Contract.
7. The vendor shall establish a weekly work schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator. Equipment intensive work such as mowing, edging, and blowing done at the work sites shall not commence before 7:00 am on weekdays and 9:00 am on weekends and be completed before 3:30 pm.

Request for Bids
Landscape Services for City of Sammamish Parks

8. Work not included in this contract includes, but is not limited to graffiti removal, plant replacement, thatching, aerating and structural repairs.
9. The vendor shall provide proof of State of Washington, Department of Agriculture, and Pesticide Certifications for each employee that will apply pesticides (upon award of contract.)
10. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.
11. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.
12. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.
13. Smoking shall not be permitted in any City Building or on City grounds per SMC 7.12.646
14. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.
15. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.
16. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).
17. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect members of the public from injury. It is the vendor's responsibility to provide close supervision of landscape maintenance operations and management of the work sites.
18. Incidents, altercations or accidents involving facility visitors, vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.
19. The vendor shall replace, at the vendor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from the vendor's failure to provide maintenance in accordance with the provisions herein.

Request for Bids
Landscape Services for City of Sammamish Parks

Plant materials supplied by the vendor shall be of first quality condition and shall be guaranteed by the vendor for one year.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment to perform Landscape Maintenance Services as specifically outlined in this section.
2. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.
3. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.
4. The vendor shall supply all herbicides, fertilizers, chemicals and the like for servicing the facilities as scheduled.
5. The vendor shall supply all necessary data and meet requirements to comply with the State Chemical Hazard Right to Know Act.

C. Waste/Materials Disposal

1. The vendor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon City property or any property contiguous thereto.
2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.
3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Maintenance Task I: Lawn Care

1. General Lawn Care
 - a. Mowing shall be done during the growing season, from March through November. Mowing from December 1 to February 28/29 shall be at the discretion of the City.
 - b. The vendor shall maintain all lawns, excluding developed athletic fields, at the sites covered by this agreement in a healthy, neat, trim, and growing condition.
 - c. The vendor shall remove and dispose of all paper, rubbish or debris from a mow area prior to mowing.
 - d. Fine turf mowing shall be mowed to a height range of two-inch (2") to two and one-quarter (2 ¼) inches.
 - e. All rough mowing turf shall be mowed to a height of four (4) to six (6) inches.

Request for Bids
Landscape Services for City of Sammamish Parks

- f. Collection of grass clippings may be required only to prevent grass clumps from being left on the turf. A mulching mower may be used when an acceptable appearance is obtained (no clumps or excessive grass left behind). Due to safety concerns, the use of side-discharge, non-collecting type mowers are prohibited in the areas of adjoining pedestrian or vehicle access.
- g. Hard surfaces shall be left clean and free of grass and debris resulting from landscape maintenance tasks.
- h. Any property damage resulting from the use of mowing equipment shall be the responsibility of the vendor.

2. Line Trimming

- a. Turf around posts, fences, trees, shrubs, and other obstacles shall be trimmed. Care shall be taken not to damage structures or trees with equipment.
- b. Turf around vaults, valve boxes, and irrigation heads shall be trimmed as necessary to ensure proper access and operation.
- c. Hard surfaces shall be cleaned free of grass and debris resulting from this task.
- d. Any property damage resulting from the use of trimming equipment shall be the responsibility of the vendor.

3. Edging

- a. Lawn edges shall be edged at sidewalks, curbs, walls, fences, foundations, pathways, shrub beds, tree trunks, poles, and formal edges.
- b. Edging shall be done by powered edging equipment, unless otherwise approved by the Contract Administrator.
- c. Caution shall be used to prevent chipping of concrete structures by edging equipment.
- d. Hard surfaces shall be cleaned free of grass and debris resulting from this task.
- e. Any property damage resulting from the use of edging equipment shall be the responsibility of the vendor.

E. Maintenance Task II: Plant Materials, Bed Areas and Tree Wells

1. Pruning

- a. The vendor shall maintain all trees, shrubs, and groundcover of the parks in a healthy, growing condition.
- b. All pruning must be done under the supervision of a certified arborist.

Request for Bids
Landscape Services for City of Sammamish Parks

- c. Shrubs shall be trimmed to maintain desired shape and function as needed to provide a neat, trim appearance. Pruning to maintain the natural growth habit of the plant species is recommended. Shearing, as a method of pruning, shall be used only with the approval of the Contract Administrator. Ornamental trees shall be pruned in accordance with International Society of Arboriculture (ISA) Guidelines and are not to be pruned except to remove singular broken branches or perform minor clearance pruning, unless otherwise approved by the Contract Administrator.
- d. Ornamental trees shall be pruned to maintain access along pedestrian, trail corridors, and streets. Trees shall be tip pruned, branch pruned and/or if of sufficient size and shape, pruned to lift the tree canopy to maintain overhead clearance. Immature ornamental trees must be carefully evaluated before any attempt is made to raise the canopy.
- e. Vertical trail clearance is a minimum eight feet (8') and horizontal clearance is three feet (3') beyond the trail edge. Horizontal clearance may vary depending on the style of construction, obstructions, and property boundaries. Topping or heading, which involves the cutting of limbs back to a stub, bud, or a lateral branch not large enough to assume the terminal role, is not an acceptable pruning method. Dead or diseased trees shall be removed and/or replaced at the option of the City and are not included in the contract. Pruning over twelve feet (12') is not part of the scope of services and will be handled by use of a Discretionary Work Request Form, unless specifically called for in the bid request for a specific site.
- f. Trees in streets ROW are to be pruned to avoid sight distance or vehicle interference issues.
- g. Ornamental trees without tree wells are to be grass-free twelve to eighteen inches (12-18") from the tree base.
- h. Native trees shall not be pruned unless specifically called for in the bid request for a specific site.
- i. Tree suckers, volunteer seedlings, and other undesirable growths shall be removed from trees and shrubs as necessary.
- j. The vendor shall be responsible for notifying the Contract Administrator of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, diseased and insect infested trees.
- k. Tree grates shall be removed to weed in the tree well. If needed tree grates shall be cut to fit around the tree to provide a minimum of one inch (1") clearance or maximum four inch (4") clearance.
- l. Naturalized bulbs in shrub beds and tree circles shall be dead-headed after blooming and the foliage cut back once die-back is apparent.

Request for Bids
Landscape Services for City of Sammamish Parks

m. Major pruning of deciduous trees and shrubs shall be done during the dormant season. Minor pruning may be done at any time.

2. Weeds, Disease, and Pest Control

a. **Landscaped/planted areas shall be free of weeds**, leaves, litter, debris, spent blooms, and diseased, insect infested or dead plants and/or trees.

b. **Landscape bed areas shall be kept in a weed free condition**. Hand weeding is encouraged. Otherwise, beds will receive an approved pre-emergent or post-emergent herbicide. Landscape bed refers to any bed that is mulched (bark, compost, PGM, wood chips, etc.). The vendor shall provide twenty-four (24) hours advance notice to the Contract Administrator before making any chemical applications. Authorization to proceed will be given by the Contract Administrator once the site has been inspected.

c. The City encourages the use of industry recognized Integrated Pest Management (IPM) practices. All pesticides need to be approved by the Contract Administrator prior to application. All applications shall be done in compliance with federal, state and local laws and regulations. The City reserves the right to limit the use of specific pesticides. Casoron shall be used only with the approval of the Contract Administrator and only in very limited areas.

d. The vendor, at their expense, will remedy, in a timely manner, any damage to desirable plant material due to vendor negligence or misuse of pesticides, including, where irrigation is available, negligence in providing adequate water supply for healthy plant growth and nourishment

e. The vendor shall be responsible for minor pest control up to 12 feet vertical on all trees; and for all shrubs and groundcover. Major infestations requiring large-scale pesticide applications shall be contracted to commercial applicators in coordination with the City.

f. The vendor may need to remove dead and damaged plants and replace the same with plants of equivalent size, condition, and variety after obtaining the written approval of the City via a Discretionary Work Request Form.

g. Plant materials supplied by the vendor to the City shall be of first quality condition and shall be warranted by the vendor for one year.

F. Maintenance Task III: Hard Surface Maintenance

1. The entrance drive, parking areas, sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown onto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).

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Landscape Services for City of Sammamish Parks

2. Undesired vegetation in sidewalks, curbs and other hard surfaces shall receive an approved herbicide application and be removed. In no case shall any pre or post emergent herbicides with residual characteristics (i.e. Casoron) be used in these areas.
3. Drains, if present at the site, shall be cleaned and checked during each visit and any garbage or debris shall be removed to allow for proper drainage. Additional drainage work may be included in a specific site's annual work program.

G. Maintenance Task IV: Natural Area Maintenance

The vendor shall be responsible for mechanical control of invasive plant material (Scotch Broom, English Ivy, Himalayan Blackberry, Thistle, etc.) in specified areas. Areas of infestation shall be trimmed back by tractor-mounted mowers where access allows or by scythes, line trimmers or manual methods on rough, stony or inaccessible areas.

H. Maintenance Task V: Other Services

1. Leaves shall be removed from all vendor maintained areas. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces. Leaves may be blown into adjacent natural areas where applicable, otherwise accumulations shall be removed from the site.
2. The vendor shall provide brush control of all native areas where the edges meet lawn and trail areas. All brambles, low hanging branches or other hazards shall be trimmed back using appropriate hand held machinery.
3. Windfall branches and debris shall be removed from all vendor maintained areas for disposal by the vendor. Wind fallen trees are not part of this contract and will be handled at the request of the Contract Administrator.
4. Manual watering shall be administered as indicated in Attachment A to landscaped areas not covered by automatic irrigation systems. The amount of water applied should ensure plant viability with adequate moisture throughout the root zones of the various plant material present (i.e. trees, shrubs, groundcovers, and annuals).

I. Maintenance Task VI: Weeding Wetland Mitigation Areas

1. Wetland areas to be weeded twice a year by mechanical means only.
2. Remove all weed debris from site.

J. Maintenance Task VII: Rough Mowing Meadow Mowing

1. All rough mowing boundaries will be established per site.
2. Proper traffic control and signage is required.

Request for Bids
Landscape Services for City of Sammamish Parks

- 3. Work to be completed between 7:00 am and 5:00 pm.
- 4. Meadow mowing to be done by tractor-mounted equipment.

K. Maintenance Task VIII: Weed Spraying

- 1. Beds and guardrails within the contracted areas may be sprayed for grass, broadleaf weeds, and blackberries
- 2. Included approved pesticide form to City within one week of spraying
- 3. All spraying must be done in compliance with federal, state, and local laws and regulations
- 4. All pesticides need to be approved by the contract administrator

L. Maintenance Task IX: Athletic Turf Mowing

- 1. Designated irrigated turf utilized for sports such as soccer, baseball, lacrosse.
- 2. Fine mowing to be by rotary or reel type mowers.
- 3. Cuttings may be left on the field if not clumped.

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, “P-1”: Beaver Lake Park
SE 24th Street @ 244th Avenue SE**

Beaver Lake Park is an 82-acre city owned park. The vendor shall provide landscape maintenance services for all developed areas, excluding developed athletic fields and including limited natural area maintenance. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather dependent)	23
Line Trimming/Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

Attachment A, "P-2": Beaver Lake Preserve

1400 West Beaver Lake Drive SE

The vendor is required to maintain the developed areas in and adjacent to the parking lot facilities used for the Beaver Lake Preserve. There are approximately 10 parking stalls. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming/Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Windfall Debris Removal	As Needed	As Needed

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, “P-3”: Big Rock Park
21805 SE 8th St**

Big Rock Park is a 16-acre city owned park. The vendor shall provide landscape maintenance services for all areas. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming/Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in October and November	8
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed
Maintenance Task VII: Field Mowing		
Field Mowing	May, July, September	3

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, “P-4”: Big Rock Park – Site B
1615 220th Ave. SE**

NOTE: THIS SITE HAS RESTRICTIONS ON WORKING HOURS

1. This property is due to become part of Big Rock Park in the future. The city maintains certain landscaping around the Reard-Freed historical house. **Restricted work hours: only between 9:00AM and 3:00PM. Site is NOT open to public, minimal maintenance required at this time.**

Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming/Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once per week April thru June; Every other week July to November	
Groundcover Trimming	April, June, August, October	
Pruning Shrubs	April, June, October	
Pruning Trees	November	
Tree-Sucker Removal	As Needed	
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June.; Every other week July to November	
Weed Removal	Once per month March thru November	
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in October and November	8
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, "P-5": East Sammamish Park
21300 NE 16th Street**

East Sammamish Park is a 19-acre city owned park. Provide landscape maintenance services for all developed areas, excluding developed athletic fields. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather dependent)	23
Line Trimming/Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once a week March thru November	40
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, “P-6”: Eastlake High School Community Sports Fields
400 228th Ave NE**

The Community Sports Fields at Eastlake High School are on land owned by the Lake Washington School District but are maintained and operated by the City of Sammamish. The vendor shall provide landscape maintenance services for all developed areas within the City’s designated maintenance area, excluding developed athletic fields. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru November	16
Maintenance Task III: Hard Surfaces		
Sweeping	Every other week April thru November	16
Weed Removal	Every other week April thru November	16
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	March, May, July, October	4
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Windfall Debris Removal	As needed	As Needed

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, “P-7”: Evans Creek Preserve
4001 224th Ave NE (Off of Hwy 202)**

Evans Creek Preserve is 180 acres of open space. There are limited developed areas that will require minimal maintenance such as mowing. The vendor shall provide landscape maintenance services for these defined areas. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming/Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once per week April thru June. Every other week July thru November	23
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June. Every other week July to November	23
Weed Removal	Once a week April thru June; Every other week July thru November	23
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, <i>NO Blackberry</i> until September	3
Maintenance Task VII: Field Mowing		
Field Mowing	Once in May or June and once BEFORE July 4 th	2

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, "P-8": Illahee Trail
23500 NE 8th St**

Illahee Trail is a half mile long recreational trail surrounding a wetland. The vendor shall provide landscape maintenance services for all developed areas, including limited natural area maintenance. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming/Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once per week April thru June; Every other week July to November	23
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November	35
Weed Removal	Once per week April thru June; Every other week July thru November	23
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed
Maintenance Task VII: Field Mowing		
Mowing NW Hillside	May, June, July, September	4

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, “P-9”: Community and Aquatic Center
831 228th Ave SE**

The vendor shall provide landscape maintenance services for all developed areas within the property, including the wetland perimeter. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming/Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	April, July, October	3
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Leaf Removal	Once a week October thru December	12
Brush Control	April, June, August, October	4

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, "P-11": Northeast Sammamish Park
21210 NE 36th Street 98074**

Northeast Sammamish Park is a 4-acre neighborhood park owned by the City. The vendor shall provide landscape maintenance services for all developed areas within. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming/Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once a week March thru November	40
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, "P-12": Evans Creek Preserve II
3650 Sahalee Way NE**

The vendor shall provide landscape maintenance services for all developed areas and including limited natural area maintenance. Work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July thru October (weather dependent)	23
Line Trimming/Edging	Once per week April thru June; Every other week July thru October	23
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Weed Removal	Once a week March thru November	40
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March thru second week in November	35
Weed Removal	Once a week March thru November	40
Maintenance Task V. Other		
Leaf Removal	Once per week October thru December	12
Brush Control	April, June, August, October	4
Windfall Debris	As Needed	As Needed

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, "P-13": Pine Lake Park
2405 228th Ave SE 98075**

Pine Lake Park is a 16-acre City owned park. The vendor shall provide landscape maintenance services for all developed areas within, excluding developed athletic fields and including limited natural area maintenance. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming/Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once a week March thru November	40
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week March thru November	40
Weed Removal	Once per week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once per week October thru December	12
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

Attachment A, "P-14": Pine Lake Park Wetland Mitigation Area
2405 228th Ave SE

Pine Lake Park Wetland Mitigation area is located within Pine Lake Park. Landscape maintenance of wetland mitigation area will be weeding only. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task VI: Wetland Mitigation		
Invasive Weed Removal	May and September	2

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

Attachment A, “P-15”: Sammamish Commons

801 – 228th Ave SE

Sammamish Commons is a 30-acre City owned park. The vendor shall provide landscape maintenance services for all developed areas including limited natural area maintenance & including the Community Garden. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming/Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	April, June, July, September	4
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, August, October	4
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, "P-16": Sammamish Landing
4607 Eastlake Sammamish Parkway NE**

Sammamish Landing is an 8-acre City owned park and parking lot. The vendor shall provide landscape maintenance services for all areas. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming/Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June.; Every other week July to November	23
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, "P-18": Ebright Creek Park
1317 212th Ave SE**

Ebright Creek Park is a 12-acre City owned park. The vendor shall provide landscape maintenance services for all developed areas, including limited natural area maintenance and the sport court facility. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June. Twice a month July to November	23
Line Trimming/Edging	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Request for Bids
Landscape Services for City of Sammamish Parks**



Scope & Maintenance Schedule

**Attachment A, “P-20”: Klahanie Park
25000 SE Klahanie Blvd.**

Klahanie Park is approximately an 11-acre site. The vendor shall provide landscape maintenance services for all developed areas, including developed athletic fields and including limited natural area maintenance. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather dependent)	23
Line Trimming/Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weed Removal	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Request for Bids
Landscape Services for City of Sammamish Parks**



Attachment "C": Pesticide Application Record

State of Washington
Department of Agriculture
Olympia, Washington 98504

PESTICIDE APPLICATION RECORD (Version 1)

NOTE: This form must be completed same day as the application
and it must be retained for 7 years (Ref. chapter 17.21 RCW)

1. Date of Application - Year: Month: Day: Start Time:
Stop Time:
2. Name of Person for whom the pesticide was applied:
Firm Name (if applicable):
Street Address:
City: State: Zip:
3. Licensed Applicator's Name (if different from #2 above): License No.
Firm Name (if applicable):
Tel. No.: Street Address:
City: State: Zip:
4. Name of person(s) who applied the pesticide (if different from #3 above):
License No(s), if applicable:
5. Application Crop or Site:
6. Total Area Treated (acre, sq. ft., etc.):
7. Was this application made as a result of a WSDA Permit? No Yes (if yes, give Permit No.) #.....
8. Pesticide Information (please list all information for each pesticide, including adjuvants (buffer, surfactant, etc.), in the tank mix):

a) Full Product Name	b) EPA Reg. No.	c) Total Amount of Pesticide Applied In Area Treated	d) Pesticide Applied/Acre (or other measure)	e) Concentration Applied
			/	
			/	
			/	
			/	

9. Address or exact location of application. NOTE: If the application is made to one acre or more of agricultural land, the field location must be shown on the map on page two of this form.
10. Wind direction and estimated velocity (mph) during the application:
11. Temperature during the application:
12. Apparatus license plate number (if applicable):
13. Air Ground Chemigation
14. Depth of application / inches of water (chemigation):
15. Miscellaneous information:

**Request for Bids
Landscape Services for City of Sammamish Parks**

Location of Application: If the application covers more than one township or range, please indicate the township & range for the top left section of the map only:

Township:N

Range: E OR W (please indicate)

Section(s):

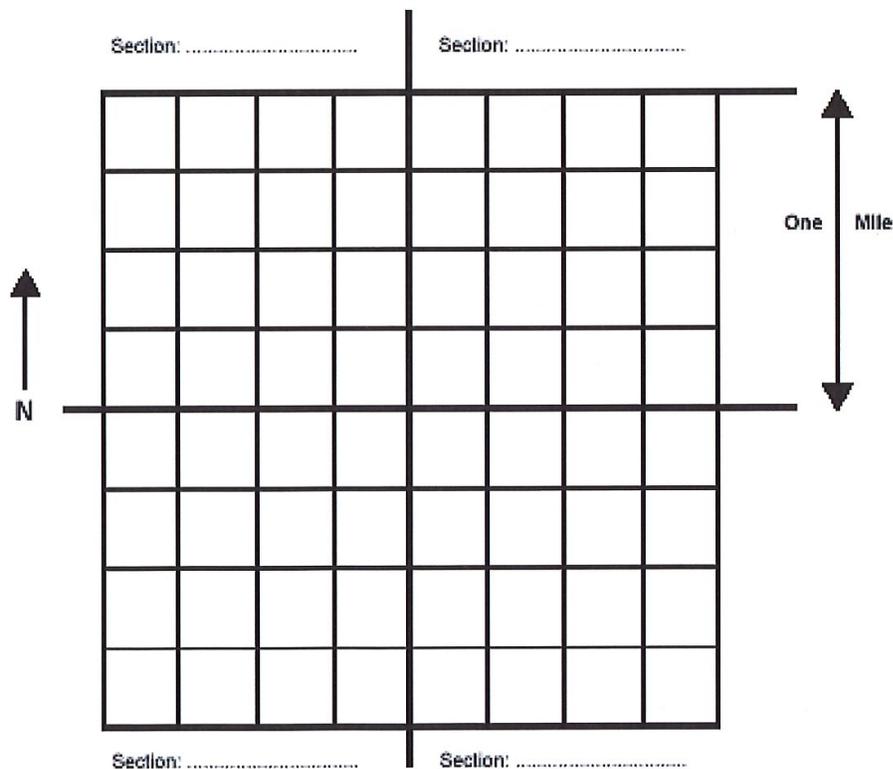
Block: Farm Unit:

or GPS:

County:

PLEASE NOTE:

The map is divided into 4 sections with each section divided into quarter-quarter sections. Please complete it by marking the appropriate section number(s) on the map and indicate as accurately as possible the location of the area treated.



Miscellaneous Information:

Request for Bids
Landscape Services for City of Sammamish Parks

INSTRUCTIONS

Pesticide Application Record (Version 1) AGR 4226 (Rev. 5/03)

1. Date may be spelled out or indicated numerically. Time must be indicated as start and stop times.
2. Include first and last name.
3. If the person's name is the same as No. 2, please write "same" in the space for the licensed applicators name and include the license number (if applicable) and telephone number.
4. Include first and last name(s).
5. Indicate type of land or site treated, not location. Examples: Wheat, apples, rights of way, lawn, trees and shrubs, crawl space, wall voids, etc.
6. May also be stated in terms such as linear feet, cubic feet, etc. (Specify the term to which the number refers.) If spot treatment, write spot treatment.
7. If the application was made under permit, but no permit number was issued, indicate the date the permit was issued.
8. a. Brand name found on the pesticide label including adjuvants (buffer, surfactant, dye, etc.).
 b. This number is found on the pesticide container label. If the material is being applied under a federal experimental use permit and no EPA Reg. No. exists, list the federal experimental use permit number. If the material is a spray adjuvant (buffer, spreader, sticker, etc.) write "adjuvant" in this space.
- c. Indicate the amount of pesticide formulation (product) applied to the total area listed on line 6.
- d. Other measures may include amount/sq. ft., amount/cu. ft., amount/linear ft., etc.
- e. This may be listed in various ways, such as: Amount of product/100 gallons water, percent formulation in the tank mix (i.e. 1%), gallons per acre of output volume, ppm (or other measure), or inches of water applied (chemigation). Specify the term to which the number refers.
9. Agricultural land includes such areas as forest lands and range lands. It does not include transportation and utility rights of way.
10. Indicate the direction from which the wind is blowing. Measure wind velocity in mph. If the wind varies in direction and velocity during the application, indicate the range of variance (i.e. S-SW 3-7 mph). Wind readings shall be obtained in close proximity to the application site.
11. Indicate temperature in degrees Fahrenheit. (It may be indicated as the range encountered during application.) Temperature readings shall be obtained in close proximity to the application site.
12. This does not apply to private applicators or public agencies.
13. Check one.
14. Depth of application/inches of water (chemigation).
15. This space is available for any additional information you may wish to include.

**Request for Bids
Landscape Services for City of Sammamish Parks**

Landsol LLC dba Kirkland Land Care

P-1 Beaver Lake Park	\$ 31,899.00
P-2 Beaver Lake Preserve	\$ 3,987.00
P-3 Big Rock Park	\$ 16,481.00
P-4 Big Rock Park Site-B	\$ 10,699.00
P-5 East Sammamish Park	\$ 15,949.00
P-6 Eastlake High School Community Field	\$ 1,063.00
P-7 Evans Creek Preserve	\$ 13,756.00
P-8 Illahee Trail	\$ 16,281.00
P-9 Community and Aquatic Center	\$ 63,798.00
P-11 Northeast Sammamish Park	\$ 10,633.00
P-12 Evans Creek Preserve II	\$ 2,658.00
P-13 Pine Lake Park	\$ 15,949.00
P-14 Pine Lake Park Wetland Mitigation Area	\$ 1,063.00
P-15 Sammamish Commons	\$ 42,532.00
P-16 Sammamish Landing	\$ 15,949.00
P-18 Ebright Creek Park	\$ 21,266.00
P-20 Klahanie Park	\$ 3,987.00
SUBTOTAL FOR PARKS	287,950.00
SALES TAX @ 10%	28,795.00
TOTAL BID FOR PARKS	316,745.00

Signed:  _____ Dated: 11/28/2018

Title: Vice President _____

BID DUE DATE/TIME: Wednesday, November 28, 2018 @ 2:00PM



CONTRACT NUMBER

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

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 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 one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: 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 not 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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	City of Sammamish 801 228th Ave SE Sammamish, WA 98075
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
OR	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

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

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.

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)



City of Sammamish
Parks Department

BID OPENING

November 28, 2018
2:00P.M. (local time)

**ITB 18-11
Landscape Services for City Parks**

TOTAL BID

BIDDER	Form #1 Bid Form	Form #2 Submittal	Form #3 Qualifications	Form #4 References	Form #5 Addendums	Form #6 Non-Collusion	Signatures
1. Total Corp Landscape LandSol LLC	✓	✓	✓	✓	✓	✓	✓
2. Brightview	✓	✓	✓	✓	✓	✓	✓
3. Landscapes Signature/	✓	✓	✓	✓	✓	✓	✓
4. NLS Baagley's Landscape	✓	✓	✓	✓	✓	✓	✓
6.							
7.							
8.							
9.							
10.							

374,817.30
316,745.00
373,056.00
475,477.20
398,802.80

"The apparent low bidder is _____ for \$ _____"

Agenda Bill
 City Council Regular Meeting
 January 08, 2019



SUBJECT:	Engineering Services Contract: Development Review/ Stantec		
DATE SUBMITTED:	January 02, 2019		
DEPARTMENT:	Public Works		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Authorize the City Manager to execute a contract with Stantec Consulting Services, Inc. for development review support services as needed, not to exceed \$300,000.		
EXHIBITS:	1. Exhibit 1- Contract: 2019 Engineering Support Services/ Stantec		
BUDGET:			
Total dollar amount	\$300,000	<input checked="" type="checkbox"/>	Approved in budget
Fund(s)	001-040-542-10-41-02	<input type="checkbox"/>	Budget reallocation required
		<input type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:
 Shall the City enter into an Engineering Support Services Contract with Stantec Consulting Services, Inc.?

KEY FACTS AND INFORMATION SUMMARY:
 The Public Works department anticipates a need for professional engineering services to supplement development review work done in-house. Due to the continued large volume of development activity in the city, Public Works staff are having difficulties reviewing and processing development applications in a timely manner. This engineering support contract would provide increased capacity for development review and additional coverage for certain review tasks than cannot be performed in-house due to workload or the specialties involved. Task assignments may include, but are not limited to the following type of work:

- performing survey review for final plats and boundary line adjustments
- geotechnical and structural review
- engineering development review.

For the past several years, the City has contracted with Stantec for development review support services. Staff is requesting to enter into a new contract through December 31, 2020. Reimbursements to the consultant will be based on an hourly rate of actual time performed based on the wage rates shown in the contract in Exhibit D. The proposed contract for engineering support services does not commit the City to any expenses, and all work will be authorized individually. This arrangement provides flexibility to provide for the variability in land development applications while eliminating the need to hire additional permanent staff. This engineering support service contract will provide Public Works the ability to bring in experienced and specialized resources on an as-needed basis and is an efficient model that provides results while minimizing costs. It also helps provide timely response and excellent customer service to the applicants.

FINANCIAL IMPACT:

With the acceptance of the contract, the total contract amount will be an amount not to exceed \$300,000. Developer-paid review fees cover the cost of this work and is budgeted within the Public Works Professional and Engineering budget line (001-040-542-10-41-02). In the event there are additional reviews requested by the City that are not associated with developer activities, the review fees will be covered under the Surface Water Management Fund Engineering Professional Services budget line (408-000-531-32-41-00) or the Street Fund Engineering Professional Services budget line (101-000-542-10-41-00). This is an as-needed agreement, there is no guarantee the full contract amount will be expended.

OTHER ALTERNATIVES CONSIDERED:

The City Council may elect to not authorize this consultant agreement, which would result in the City not able to perform specialized reviews of development permits, and would delay permit reviews until appropriate staff resources or other contracting services are approved.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

Land Use

Goal LU.6 Promote development design that maintains a harmonious relationship with the natural environment.

Goal LU.7 Support a land use pattern that promotes community health and connectivity within and between neighborhoods and active transportation routes consistent with public safety needs.

Goal LU.9 Encourage sustainable development.

Goal LU.11 Establish a community that maintains and enhances the quality of life for everyone living and working within Sammamish.

Transportation

Goal T.4 Sustainability. Design and manage the city's transportation system to minimize the negative impacts of transportation on the natural environment, to promote public health and safety, and to achieve optimum efficiency.

Capital Facilities

Goal CF.4 Design and locate capital facilities with features and characteristics that support the environment, energy efficiency, aesthetics, technological innovation, cost-effectiveness, and sustainability.



CONTRACT NUMBER

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

AGREEMENT FOR SERVICES

	Yes	No	
Insurance Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If Yes – See Paragraph 6

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

Consultant Name: _____ hereinafter referred to as the "Consultant."

Project Description: Plan checking and design review of development application documents.

Commencing: January 8, 2019

Terminating: December 31, 2020

WHEREAS, the City desires to have certain services performed for its citizens; and
 WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;
 NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this agreement. Consultant shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.

2. Contract Documents. The Agreement consists of the following documents, which are all incorporated by reference:

- a) This Agreement and all exhibits attached thereto;
- b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals
- c) The submitted project quote, bid or proposal
- d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable
- e) W-9 Request for Taxpayer Identification # (TIN#11-2167170)
- f) Scope of Work

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

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

<u>The City shall pay the Consultant:</u>	Fill in applicable method of payment	
	YES	NO
According to the rates set forth in "Exhibit A" to be adjusted annually	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$300,000.00	
Other (ex. Hourly):	\$	



3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, ap@sammamish.us for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

4. Termination

4.1 This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

4.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination

4.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

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

4.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

5. Indemnification/Hold Harmless.

5.1 Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, 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.

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



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

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

6.1 No Limitation. Consultant's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity

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

- a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#).
- c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d) Professional Liability insurance appropriate to the Consultant's profession.

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

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

6.4 Public Entity Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

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

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

6.7 Verification of Coverage. Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant before commencement of the work. Upon request by the Public Entity, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.



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

6.9 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

7. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, sub consultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

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

9. Non-Endorsement: As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

10. Non-Collusion: By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

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

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

13. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

14. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

15. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

16. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.



17. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

18. Record Keeping and Reporting.

- 18.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)
- 18.2 The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.
- 18.3 On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.
- 18.4 Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.
- 18.5 The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- 18.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

19. Ownership of Documents On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.



20. Notices. Notices to the City of Sammamish shall be sent to the following address:
 City of Sammamish
 801 228th Avenue SE
 Sammamish, WA 98075
 Phone number: (425) 295-0500

Project Manager:

Email:

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

Company Name: Stantec
 Contact Name: Brian Wolf, PE
 Street Address: 11130 NE 33rd Place, Suite 200, Bellevue, WA 98004-1465
 Phone Number: (425) 289-7328
 Email: Brian.wolf@stantec.com

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

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

22. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.



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

CITY OF SAMMAMISH, WASHINGTON:

By:	Date:
Print Name:	Title:

CONSULTANT:

By: <i>Laurie Fulton</i>	Date: <i>12/21/2018</i>
Print Name: <i>Laurie Fulton</i>	Title: <i>Senior Principal</i>

ATTEST/AUTHENTICATED:

By:	Date:
Print Name:	City Clerk

APPROVED TO AS FORM:

By:	Date:
Print Name:	City Attorney



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

EXHIBIT A
Scope of Work

CONTRACT NUMBER



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

EXHIBIT A

“Engineering Support Services”

The work under this Agreement shall consist of performing services and providing support related to the Scope below, herein defined and necessary to accomplish individual tasks (Task Orders) issued by the City of Sammamish. The Consultant shall furnish all services and labor necessary to accomplish the task(s), and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the Agreement, necessary to prepare and deliver to the City the documents and other deliverable item(s) requested by the City.

The City is not obligated to assign any specific number of tasks to the Consultant and the City’s and Consultant’s obligations hereunder are limited to the tasks assigned in writing. The City may require the Consultant to perform all work on a project, or act as part of a team by performing only a portion of the project work. Task assignments may include, but are not limited to the following types of work:

Plan checking and design review of development application documents for compliance with CITY requirements:

- a) Perform review of plans and supporting documents submitted to the CITY in conjunction with development applications for compliance with the CITY Standard Specifications and Details for Public Works Construction, Clearing, Grading and Stormwater Management Technical Notebook, ordinances, special project conditions and other adopted criteria indicated by the CITY and made available to the CONSULTANT.
- b) Provide to the CITY, within two weeks of receipt, plan redlines and written comments, as appropriate to indicate non-conformance items or issues.
- c) Meet to discuss review comments with CITY representative and/or development proponents as necessary.
- d) Respond to telephone inquiries from CITY staff, developer's engineer, or others as necessary.
- e) Review and provide subsequent plan review redlines and written comments, as necessary, to indicate non-conformance items or issues of re-submittals within two weeks of receipt.
- f) Advise CITY in writing at such time as plans are in compliance with those aspects of the development documents under review by the CONSULTANT.
- g) Meet with CITY staff periodically to evaluate process and performance of CONSULTANT.
- h) Provide feedback to CITY staff relative to adequacy, appropriateness, and thoroughness of CITY standard specifications and details.
- i) Perform other incidental engineering services in connection with plan checking.

Consultant will be paid on a time and materials basis in accordance with the rates presented in Exhibit D.

It is anticipated that the task assignments will vary in scope, complexity and location. Specific scopes of work will be developed as individual task assignments as requested. These scopes of work will define specific deliverables and budgets expected for each task assignment.

AUTHORIZATION OF WORK:

Work requested by the City shall be issued in writing. The request by the City should include the following information, which may be furnished in coordination with the Consultant:

1. Task Order title (Project Name)
2. Technical approach to the task, if needed
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/Hour estimate
6. Due date of work

All of the above items may be brief, but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

The City will review and approve the Consultant's submittal for any work requested, or at the City's option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If after work has begun, the Consultant cannot meet the agreed schedule or cost, the Consultant shall immediately notify the City. Authorization of additional time or cost for approved work will be at the sole option of the City and will be made in writing. New budgets for any new requests or extensions of previous work will be approved in writing by the City prior to beginning new work.

Work may begin when the Notice to Proceed is sent to the Consultant by the City, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.

Stantec Consulting Services Inc.
 City of Sammamish - 2019/2020 Development Review Assistance Services Contract
 Exhibit D

Staff Category	2019 Billing Rate
Administrative Lead	\$ 137.00
Engineering Review	\$ 166.00
Transportation Review	\$ 196.00
Geotechnical Review	\$ 196.00
Survey Review	\$ 201.00
Project Manager/Specialist Review	\$ 216.00



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

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 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. Stankic Consulting Services Inc	
	2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: 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 not 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.</small> <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>Applies to accounts maintained outside the U.S.</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 13980 Collections Center Drive	Requester's name and address (optional) City of Sammamish 801 228th Ave SE Sammamish, WA 98075	
6 City, state, and ZIP code Chicago, IL 60693-0139		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	
11	2167170

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ► 12/20/18
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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.

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.

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

Agenda Bill
 City Council Special Meeting
 January 08, 2019



SUBJECT:	Engineering Services Contract: Engineering Support and Development Review Services - Site Development Associates, LLC	
DATE SUBMITTED:	December 30, 2018	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to execute a contract with Site Development Associates, LLC for professional engineering support and development review services as needed, not to exceed \$200,000.	
EXHIBITS:	1. Exhibit 1 - Contract: Engineering Support and Development Review/ Site Development Associates	
BUDGET:		
Total dollar amount	\$200,000	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	408-000-531-32-41-00; 438-413-595-40-63-00; 001-040-542-10-41-02	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:
 Shall the City Council authorize the City Manager to execute a contract with Site Development Associates, LLC for professional engineering support and development review services as needed, not to exceed \$200,000?

KEY FACTS AND INFORMATION SUMMARY:
 The Public Works department anticipates the need for professional engineering consultant services to provide assistance with the Drainage Capital Resolutions program, development review, and incidental related engineering activities.

Task assignments may include, but are not limited to the following types of work:

- Design services may include project definition and scope development; project management; preliminary and final designs and required studies for small capital or maintenance repair projects; preparation of probable construction and project costs; studies; feasibility analyses and storm water design.
- Engineering review services for the King County East Lake Sammamish Trail-related project that may include general engineering plan review of engineering drawings and plan checking and design review of development application documents for compliance with City requirements.
- Other related work

The proposed agreement does not commit the City to any expenses and all work will be authorized individually. This agreement provides engineering support services while eliminating the need to hire additional permanent staff. This contract will provide Public Works with the ability to bring in experienced and specialized resources on an as-needed basis and is an efficient model that provides results while minimizing costs. It also helps provide timely response and excellent customer service to applicants and residents.

FINANCIAL IMPACT:

The total contract amount is not to exceed \$200,000. The Surface Water Management Fund Engineering Professional Services budget line (408-000-531-32-41-00) and the Drainage Capital Resolutions budget line (438-413-595-40-63-00) covers a portion of the proposed expenditure. Developer-paid review fees offset the cost of the remainder portion of this work and is budgeted within the Public Works Professional and Engineering budget line (001-040-542-10-41-02). This is an as-needed agreement, there is no guarantee the full contract amount will be expended.

OTHER ALTERNATIVES CONSIDERED:

The City Council may elect to not authorize this consultant agreement contract which would result in stormwater related small works capital and repair work to be delayed until appropriate staff resources or other contracting services are approved. The timeliness of development review applications would also be affected.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

City Comprehensive Plan:

Environment and Conservation

- Goal EC.2 Protect people, property and the environment in areas of natural hazards
- Goal EC.5 Maintain and protect surface water and groundwater resources that serve the community and enhance the quality of life.

Land Use

- Goal LU.6 Promote development design that maintains a harmonious relationship with the natural environment.
- Goal LU.7 Support a land use pattern that promotes community health and connectivity within and between neighborhoods and active transportation routes consistent with public safety needs.

- Goal LU.9 Encourage sustainable development.
- Goal LU.11 Establish a community that maintains and enhances the quality of life for everyone living and working within Sammamish.



CONTRACT NUMBER

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

AGREEMENT FOR SERVICES

	Yes	No	
Insurance Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If Yes – See Paragraph 6

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

Consultant Name: SDA Engineers
(Site Development Associates, LLC) hereinafter referred to as the "Consultant."
 Project Description: Engineering Support Services

Commencing: January 8, 2019

Terminating: December 31, 2020

WHEREAS, the City desires to have certain services performed for its citizens; and
 WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;
 NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

- 1. Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. Consultant shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.
- 2. Contract Documents.** The Agreement consists of the following documents, which are all incorporated by reference:
 - a) This Agreement and all exhibits attached thereto;
 - b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals
 - c) The submitted project quote, bid or proposal
 - d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable
 - e) W-9 Request for Taxpayer Identification #
 - f) Scope of Work

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

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

<u>The City shall pay the Consultant:</u>	Fill in applicable method of payment	
	YES	NO
According to the rates set forth in "Exhibit A"	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$ 200,000	
Other (ex. Hourly):	\$	

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3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, ap@sammamish.us for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

4. Termination

4.1 This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

4.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination

4.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

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

4.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

5. Indemnification/Hold Harmless.

5.1 Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, 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.

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



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

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

6.1 No Limitation. Consultant's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity

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

- a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01.
- c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d) Professional Liability insurance appropriate to the Consultant's profession.

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

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

6.4 Public Entity Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

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

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

6.7 Verification of Coverage. Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant before commencement of the work. Upon request by the Public Entity, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.

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

6.9 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

7. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, sub consultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

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

9. Non-Endorsement: As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

10. Non-Collusion: By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

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

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

13. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

14. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

15. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

16. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.



17. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

18. Record Keeping and Reporting.

- 18.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)
- 18.2 The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.
- 18.3 On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.
- 18.4 Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.
- 18.5 The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- 18.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

19. Ownership of Documents On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.



20. Notices. Notices to the City of Sammamish shall be sent to the following address:
 City of Sammamish
 801 228th Avenue SE
 Sammamish, WA 98075
 Phone number: (425) 295-0500

Project Manager: Jed Ireland

Email: jireland@sammamish.us

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

Company Name: SDA Engineers (Site Development Associates, LLC)
 Contact Name: Ken McIntyre, PE
 Street Address: 1724 W. Marine View Drive, Suite 140; Everett, WA 98201
 Phone Number: 425-486-6533 x104
 Email: Kmcintyre@sdaengineers.com

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

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

22. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.



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

CITY OF SAMMAMISH, WASHINGTON:

By:	Date:
Print Name:	Title:

CONSULTANT:

By: <i>William Helsley</i>	Date: <i>12/31/2018</i>
Print Name: <i>William Helsley</i>	Title: <i>Manager</i>

ATTEST/AUTHENTICATED:

By:	Date:
Print Name:	City Clerk

APPROVED TO AS FORM:

By:	Date:
Print Name:	City Attorney



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

EXHIBIT A
Scope of Work

Agreement for Services


Revised 8/1/2018

**EXHIBIT A
SCOPE OF WORK**

CIVIL ENGINEERING SUPPORT SERVICES

SDA Engineers

General Scope of Work

The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the studies, plans, specifications, estimates, and other deliverable item(s) requested by the CITY.

The CITY is not obligated to assign any specific number of tasks to the CONSULTANT, and the CITY'S and CONSULTANT'S obligations hereunder are limited to the tasks assigned in writing. The CITY may require the CONSULTANT to perform all work on a project, or act as part of a team by performing only a portion of the project work. Task assignments may include, but are not limited to the following types of work:

- Design services may include; project definition and scope development; project management; preliminary and final designs and required studies for small capital or maintenance repair projects; preparation of probable construction and project costs; studies; feasibility analyses and storm water design.
- Engineering Review services may include general engineering plan review of engineering drawings and plan checking and design review of development application documents for compliance with CITY requirements.
- Other related work requested by the CITY

Consultant will be paid on either a time and materials basis in accordance with the rates presented in Exhibit D, or, at the City's option, a fixed fee as negotiated for a specific task.

It is anticipated that the task assignments may vary in scope, complexity and location. Specific scopes of work will be developed as individual task assignments are requested.

Authorization of Work

Work requested by the CITY shall be issued in writing. The request by the CITY should include the following information, which may be furnished in coordination with the CONSULTANT:

1. Task Order title (project name)
2. Technical approach to the task (if complex enough to require this)
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

All of the above items may be brief, but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

The CITY will review and approve the CONSULTANT'S submittal for any work requested, or at the CITY'S option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If, after work has begun, the CONSULTANT cannot meet the agreed

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schedule or cost, the CONSULTANT shall immediately notify the CITY. Authorization of additional time or cost for approved work will be at the sole option of the CITY and will be made in writing. New budgets for any new requests or extensions of previous work will be approved in writing by the CITY prior to beginning new work.

Work may begin when the Notice to Proceed is sent to the CONSULTANT by the CITY, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.

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

**Request for Taxpayer
 Identification Number and Certification**

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Site Development Associates, LLC

2 Business name/disregarded entity name, if different from above
(SDA Engineers)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Other (see instructions) ▶ _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
1724 W. Marine View Drive, Suite 140

6 City, state, and ZIP code
Everett, WA 98201

7 List account number(s) here (optional)

Requester's name and address (optional)
**City of Sammamish
 801 228th Ave SE
 Sammamish, WA 98075**

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
 _____ - _____ - _____

or
 Employer identification number
14-1896881

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.

Sign Here Signature of U.S. person ▶ **William J. Kelly** Date ▶ **12/31/2018**

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.

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.

Attachment 1 – 2018 SDA Standard Rate Schedule

SDA Services Rate Schedule

PRINCIPAL	\$ 184.00 per hour
PROJECT MANAGER/SENIOR ENGINEER	\$ 163.00 per hour
PROJECT ENGINEER	\$ 147.00 per hour
DESIGN ENGINEER	\$ 131.00 per hour
CADD TECHNICIAN	\$ 95.00 per hour
WORD PROCESSOR/CLERICAL.....	\$ 74.00 per hour

Reimbursable Expenses

MILEAGE	\$0.54/mile
OUTSIDE CONSULTANTS.....	Cost + 15%
REPRODUCTION	Cost + 15%
BLACK AND WHITE COPIES	\$0.10/copy
COLOR COPIES	\$0.20/copy
SUPPLIES, OTHER	Cost + 15%

These standard rates are effective January 1, 2018, and are subject to update in 2019. Rates may vary on a project specific basis.

Agenda Bill
 City Council Special Meeting
 January 08, 2019



SUBJECT:	2019-City Hall Furniture Acquisition	
DATE SUBMITTED:	January 03, 2019	
DEPARTMENT:	Facilities & Fleet	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to execute a contract for the 2019-City Hall Furniture Acquisition Project with Integrity Interior Solutions in the amount of \$65,364.71, including 10% w.s.s.t. and provide a 10% contingency of \$5,942.24.	
EXHIBITS:	1. Exhibit 1 - Second Floor Annex Work Station Layout 2. Exhibit 2 - Material Estimate 3. Exhibit 3 - Labor Estimate	
BUDGET:		
Total dollar amount	\$65,364.71	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Information Technology Fund, Street Fund, Storm Water Fund and General Fund- Contingency	<input checked="" type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Should the Council authorize the City Manager to enter into a contract with Integrity Interior Solutions for the 2019-City Hall Furniture Acquisition?

KEY FACTS AND INFORMATION SUMMARY:

The Council approved 16.5 new positions that are spread amongst almost all the departments in the City's 2019-2020 budget. This project will create 25 new work stations for nine of the new positions in the western portion of the second floor at City Hall. It will also enable several existing work units in

Public Works and IT to be co-located and consolidated, which will increase productivity and efficiency. The space reconfiguration will also accommodate the eventual construction of the City's first Traffic Management Center, which will enable Public Works to monitor, program and operate the City's traffic signals real time, including the Intelligent Transportation System.

FINANCIAL IMPACT:

The total project cost estimate, including the contingency, is as follows:

ITEM	COST
Purchase Work Stations	\$48,697.47
Installation	\$10,725.00
Total Contract	\$59,422.47
10% contingency	\$5,942.24
TOTAL ACQUISITION COST	\$65,364.71 (including 10% w.s.s.t.)

The total cost per work station is \$2,614.59. Budget is allocated in the following accounts:

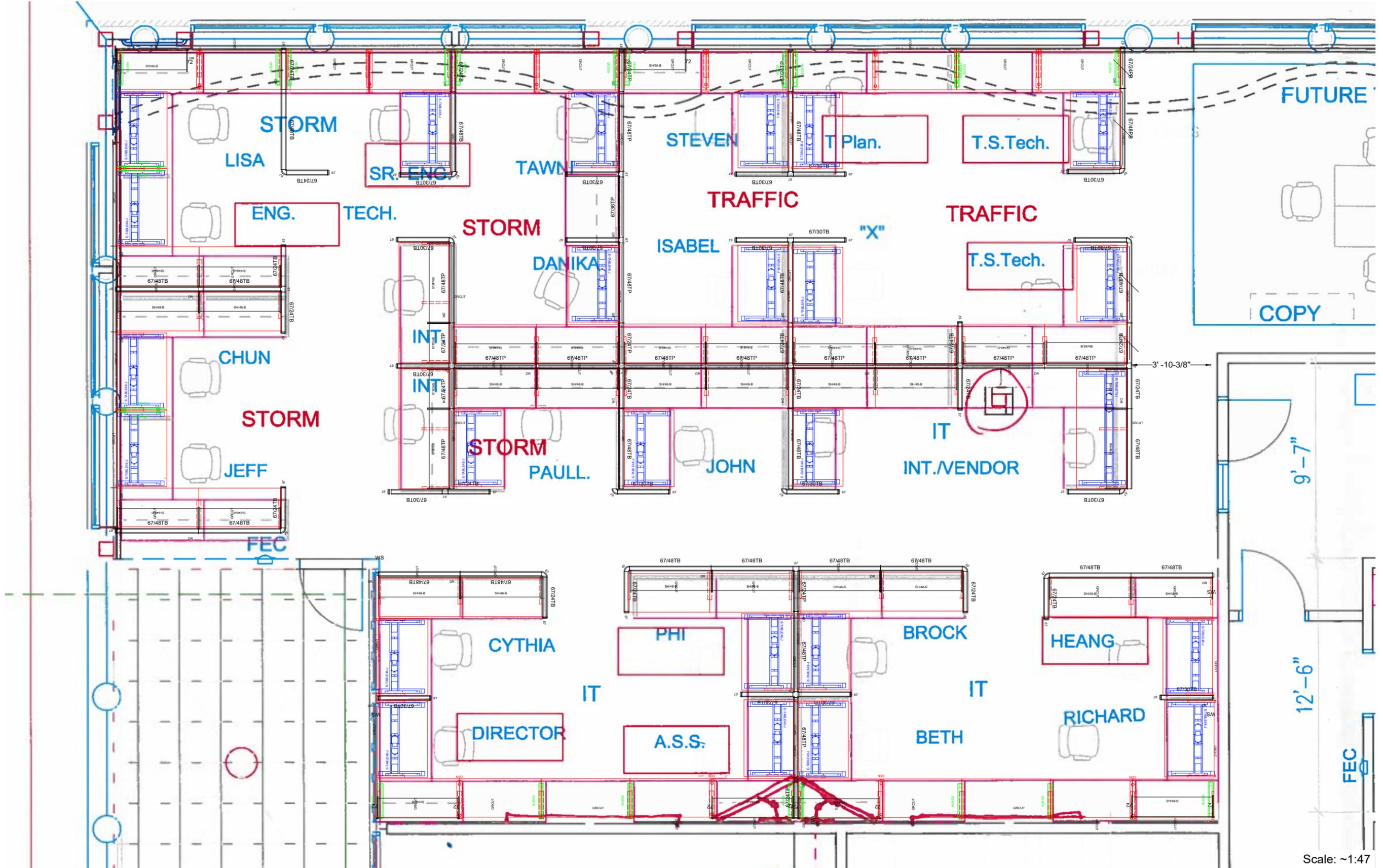
POSITION	ACCOUNT NO.	AMOUNT
4 New IT Positions	502-000-518-81-31-00	\$10,458.36
3 New Traffic Positions	502-000-518-81-31-00	\$7,843.77
2 New Storm Water Positions	408-000-531-32-31-00	\$5,229.10
16 Current Positions	001-019-518-30-31-95	\$41,833.48
		\$65,364.71

OTHER ALTERNATIVES CONSIDERED:

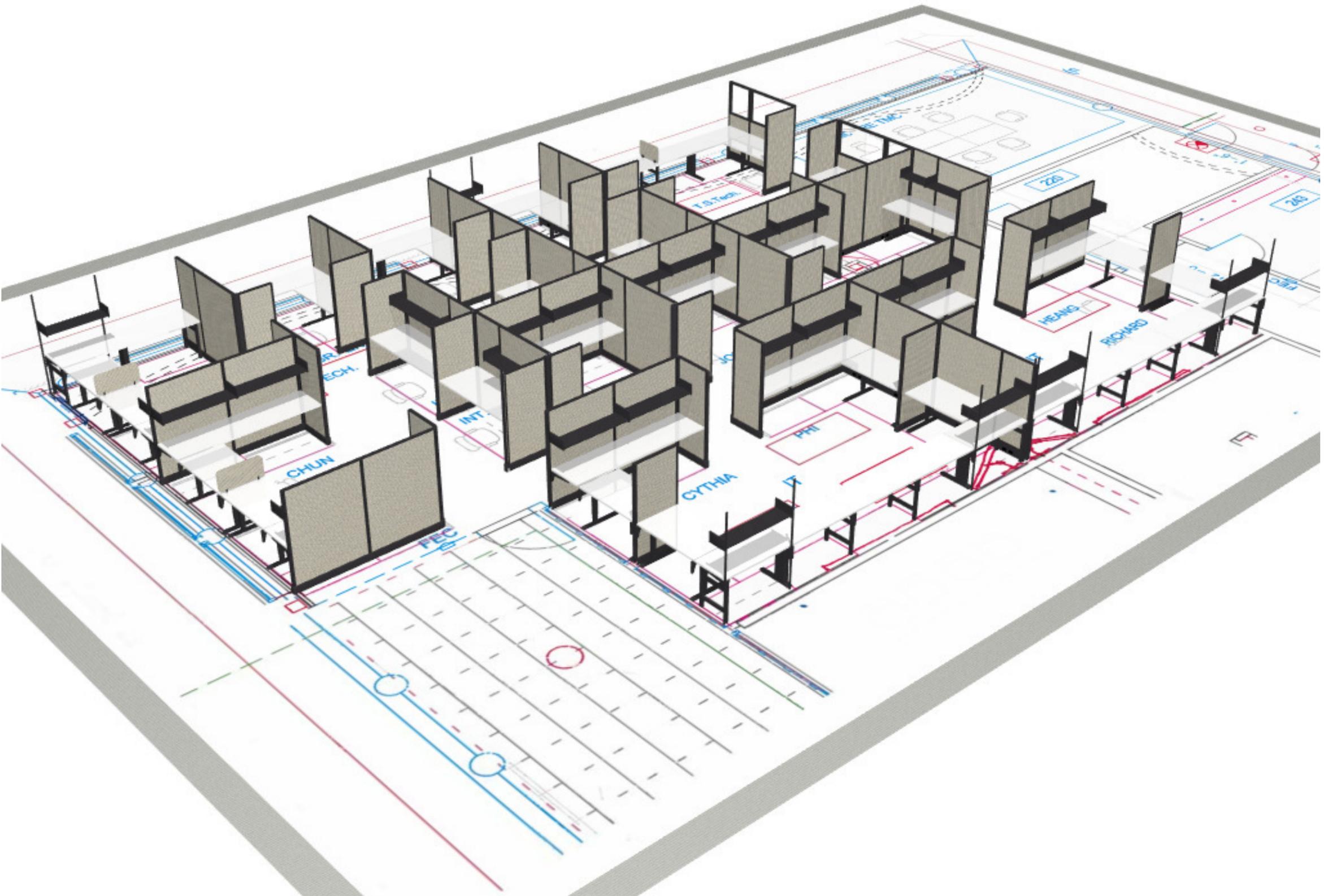
There is no other alternative as space is needed to accommodate the new staff. Therefore, staff do not recommend delaying this acquisition.

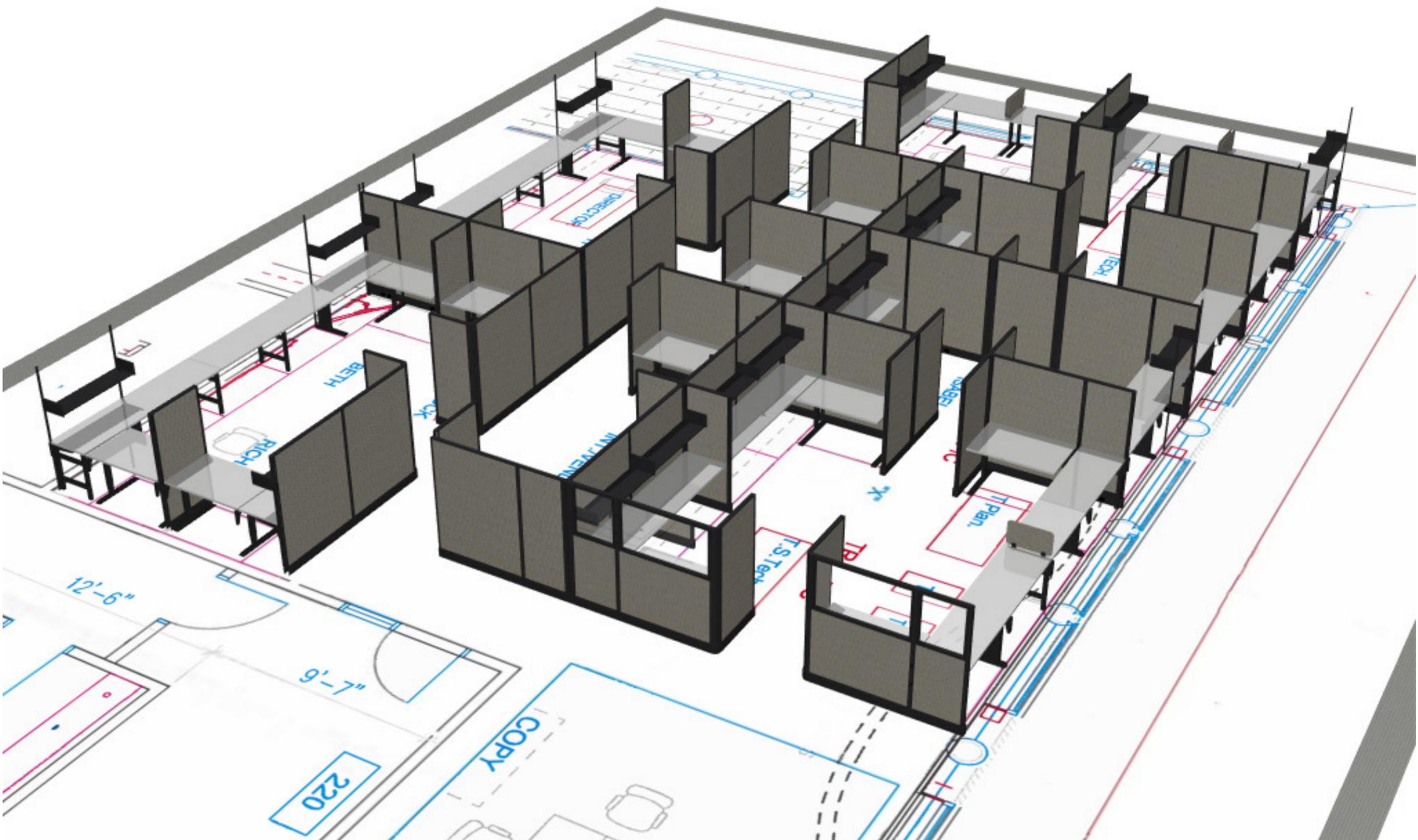
RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

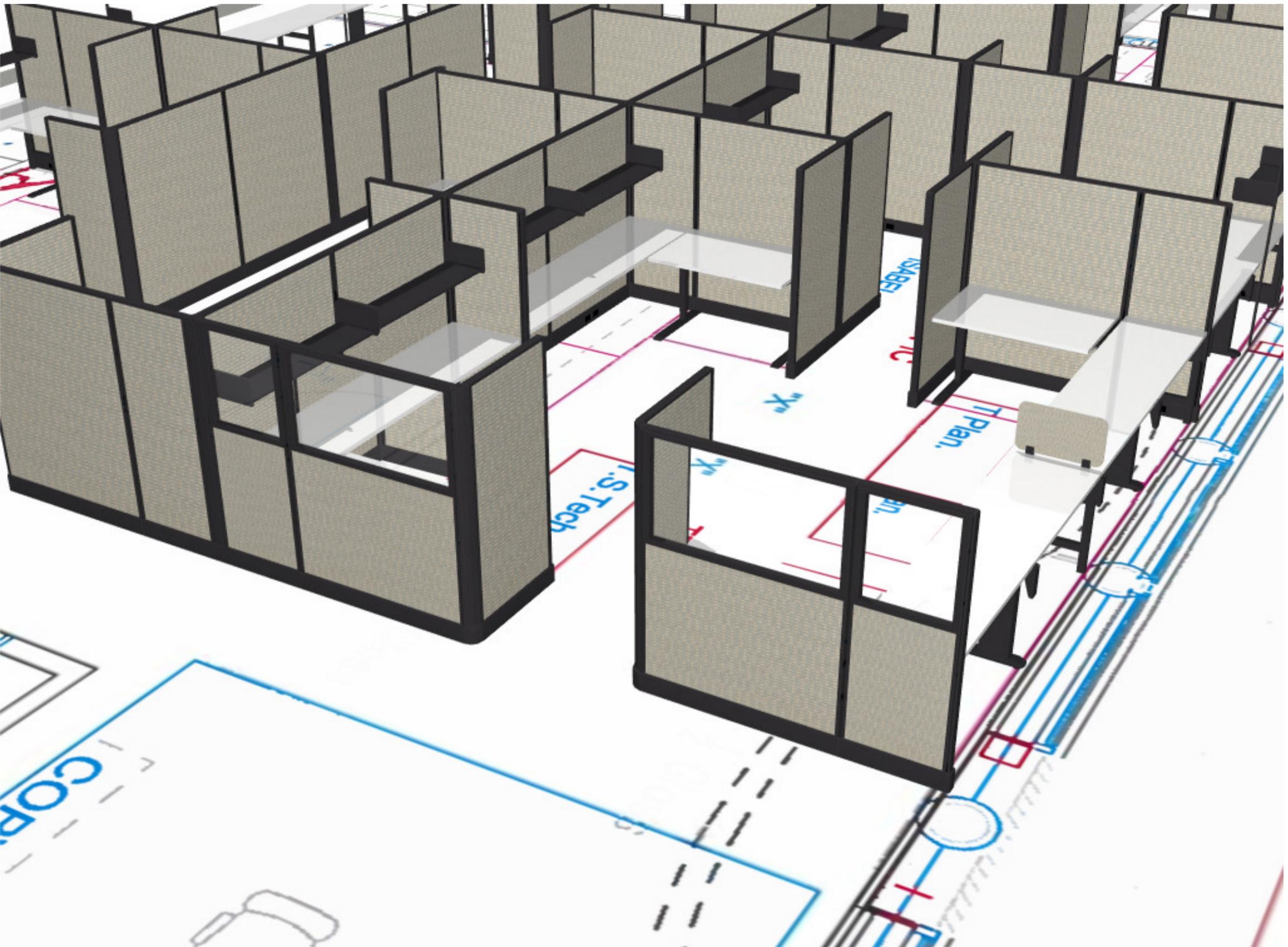
N/A



Scale: ~1:47







Estimate #2717



Billing Address
 CITY OF SAMMAMISH
 SEVDA BARAN
 801-228TH ST AVE SE
 SAMMAMISH WA 98075
 SBARAN@SAMMAMISH.US
 425-295-0553

Service Address
 CITY OF SAMMAMISH
 SEVDA BARAN
 801-228TH ST AVE SE
 SAMMAMISH WA 98075
 SBARAN@SAMMAMISH.US
 425-295-0553

Send Payment To
 INTEGRITY INTERIOR
 SOLUTIONS
 22703 72ND AVE SOUTH-
 101
 Kent WA 98032 United
 States
 (425) 728-1925
 info@intintsolutions.com

Total	\$48,697.47
Payments	\$0.00
Balance	\$48,697.47

Contact: SEVDA BARAN

Contact: SEVDA BARAN

Charges

Item	Description	Unit Cost	Tax	Quantity	Line Total
NEW	HM1 - SH2412B - 24 X 12 SHELF -FULL HEIGHT - B STYLE	\$41.30		2.0	\$82.60
NEW	HM1 - WS2448 - 24 X 48 WORK SURFACE	\$84.72		48.0	\$4,066.56
NEW	HM1 - WS2452 - 24 X 52 WORK SURFACE	\$94.16		2.0	\$188.32
NEW	HM1 - WS3046 - 30 X 46 WORK SURFACE	\$102.66		24.0	\$2,463.84
NEW	HM1 - WS3072 - 30 X 72 WORK SURFACE	\$157.88		3.0	\$473.64
NEW	HM1 - SH4212B - 42 X 12 SHELF - FULL HEIGHT - B STYLE	\$46.96		1.0	\$46.96
NEW	HM1 - SHH4812B - 48 X 12 SHELF - FULL HEIGHT - B STYLE	\$49.32		33.0	\$1,627.56
NEW	HM1 - PTP62 - 62" PANEL TO PANEL CONNECTOR	\$6.37		35.0	\$222.95
NEW	HM1 - TC62 - 62" WALL STARTER W/PTP62	\$16.05		5.0	\$80.25
NEW	HM1 - FT6724P - 67 X 24 FABRIC TACKABLE PANEL - POWERED	\$221.60		7.0	\$1,551.20
NEW	HM1 - FT6724 - 67 X 24 FABRIC TACKABLE PANEL - W/BASE	\$155.52		17.0	\$2,643.84
NEW	HM1 - PG6724-39 - 67 X 24 P- Glazed W/ 39H Panel - W/Base	\$343.38		2.0	\$686.76
NEW	HM1 - FT6730 - 67 X 30 FABRIC TACKABLE PANEL - W/BASE	\$168.74		19.0	\$3,206.06
NEW	HM1 - FT6736P - 67 X 36 FABRIC TACKABLE PANEL - POWERED	\$254.64		1.0	\$254.64
NEW	HM1 - FT6748P - 67 X 48 FABRIC TACKABLE PANEL - POWERED	\$274.94		14.0	\$3,849.16
NEW	HM1 - FT6748 - 67 X 48 FABRIC TACKABLE PANEL - W/BASE	\$208.86		19.0	\$3,968.34
NEW	HM1 - PG6748-39 - 67 X 48 P-Glazed W/ 39H Panel - W/Base	\$387.04		2.0	\$774.08
NEW	HM1 - 2WY67A2 - 67" - 2 WAY CONNECTOR	\$37.52		13.0	\$487.76
NEW	HM1 - 3WY67A2 - 67" - 3 WAY CONNECTOR	\$63.48		8.0	\$507.84
NEW	HM1 - 4WY67A2 - 67" - 4 WAY CONNECTOR	\$81.42		5.0	\$407.10
NEW	HM1 - EC67A2 - 67" END CAP	\$15.81		38.0	\$600.78
NEW	HM1 - WALLTRACK/72 - 72" WALL TRACK (NO HARDWARE INCL.) NON PAINTED	\$16.05		12.0	\$192.60
NEW	HM1 - CENLEG - Center Leg	\$84.72		10.0	\$847.20
NEW	HM1 - E-TABLE48-J - Elec. Adj Table 48" - C Leg Base	\$499.14		24.0	\$11,979.36
NEW	HM1 - E-TABLE72-J - Elec. Adj Table 72" - C Leg Base	\$499.14		1.0	\$499.14
NEW	HM1 - GRCUT - Grommet Installed in Surface	\$10.03		77.0	\$772.31
NEW	HM1 - PGHM30.F - Panel Mount Fabric Screen 14H x 28W	\$76.70		4.0	\$306.80
NEW	HM1 - HLEGS - Square H-Leg for 24"D Surface	\$71.98		19.0	\$1,367.62
NEW	HM1 - PGHM24.F - Panel Mount Fabric Screen 14H x 22W	\$70.56		1.0	\$70.56
NEW	HM1 - SH3612B - 36 X 12 SHELF - FULL HEIGHT - B STYLE	\$44.60		1.0	\$44.60
				Subtotal	\$44,270.43

Tax (1739 SAMMAMISH)	\$4,427.04
Total	\$48,697.47

Notes

FINISH SCHEDULE:
PAINT: BU BLACK UMBER
LAMINATE: WF WHITE FROST
EDGE: WF WHITE FROST
FABRIC: GUILFORD SPRITE LINEN 2671-010

Terms

NET 30

Estimate #2729



Billing Address
 CITY OF SAMMAMISH
 SEVDA BARAN
 801-228TH ST AVE SE
 SAMMAMISH WA 98075
 SBARAN@SAMMAMISH.US
 425-295-0553
Contact: SEVDA BARAN

Service Address
 CITY OF SAMMAMISH
 SEVDA BARAN
 801-228TH ST AVE SE
 SAMMAMISH WA 98075
 SBARAN@SAMMAMISH.US
 425-295-0553
Contact: SEVDA BARAN

Send Payment To
 INTEGRITY INTERIOR
 SOLUTIONS
 22703 72ND AVE SOUTH-
 101
 Kent WA 98032 United
 States
 (425) 728-1925
 info@intintsolutions.com

Total	\$10,725.00
Payments	\$0.00
Balance	\$10,725.00

Charges

Item	Description	Unit Cost	Tax	Quantity	Line Total
LABOR	WEEKEND/OVERTIME DELIVERY AND INSTALLATION INTO CLEAR AND READY SPACE	\$375.00		26.0	\$9,750.00
Subtotal					\$9,750.00
Tax (1739 SAMMAMISH)					\$975.00
Total					\$10,725.00

Notes

FINISH SCHEDULE:
 PAINT: BU BLACK UMBER
 LAMINATE: WF WHITE FROST
 EDGE: WF WHITE FROST
 FABRIC: GUILFORD SPRITE LINEN 2671-010

Terms

NET 30

Agenda Bill
 City Council Special Meeting
 January 08, 2019



SUBJECT:	Contract Renewal: 2019-2020 Contract for Traffic Control and Flagging Services/Altus	
DATE SUBMITTED:	December 19, 2018	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the Interim City Manager to execute a two-year contract renewal with Altus Traffic Management, LLC, in an amount not to exceed \$61,979.98 (Exhibit 1).	
EXHIBITS:	1. Exhibit 1 - Contract: 2019-2020 Traffic Control & Flagging Services	
BUDGET:		
Total dollar amount	\$61,979.98 (\$30,989.99 per year)	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	101-000-543-30-41-00 Street Fund	<input type="checkbox"/> Budget reallocation required
		<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input checked="" type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:
 Should the City renew its contract with Altus Traffic Management for two additional years for traffic control and flagging services.

KEY FACTS AND INFORMATION SUMMARY:
Summary
 Road construction and other public works projects during the year require flaggers and traffic control personnel for the safety of our workers and our citizens. All maintenance staff have taken a certified flagging class and are utilized when available. There are circumstances when the project is too large, or the staff is not available at the time. Therefore, we contract out these services on an as needed basis.

Background

The City issued an Invitation to Bid through the MRSC Small Works Roster in September 2016. Altus Traffic Management was selected as the lowest responsive and responsible bidder. Altus Traffic Management performed their work to the satisfaction of the City, and staff now recommends the contract be renewed for the two-year period of 2019 and 2020. The original contract allowed for three one-year renewals at the City's option. It was suggested by legal counsel that we combine our renewals into two-year terms that will fall in line with the City's Budget cycle. A two-year renewal does not affect the City's ability to terminate the contract before its expiration.

This will be the last renewal of the 2017 Contract with the 2019 compensation being adjusted based on a 3.3% increase to the June to June [Seattle Price Index-Urban \(CPI-U\)](#). Compensation for the 2020 Contract year will be adjusted at the end of 2019, based on any increase in the 2018-2019 June to June Seattle Price Index-Urban (CPI-U).

FINANCIAL IMPACT:

The two-year contract amount is not to exceed \$61,978.98 (Exhibit 1), which includes Washington State sales tax and a 3.3% CPI-U increase for the 2019 year as described above.

- **101-000-542-30-41-00 Street Fund \$61,978.98**

OTHER ALTERNATIVES CONSIDERED:

If the City decides not to renew this Contract, staff time and costs will be affected. The City does not have enough staff to ensure availability during period when flagging work is needed.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

N/A



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

CONTRACT NUMBER

**Small Public Works
 PURCHASED SERVICE/MAINTENANCE CONTRACT**

	YES	NO	
Prevailing Wage Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See Paragraph 7.2
Unit Priced Contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City) and Contractor Name: **Altus Traffic Management LLC** (the "Contractor")

Project Name: **Traffic Control, Flagging Services**

Commencing: January 1, 2019
 Terminating: December 31, 2020

Amount Not to exceed \$ 61,980.00 (includes WA State sales tax, if applicable)

RECITALS

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, pursuant to the invitation of the City, extended through the MRSC 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 desires to have the Contractor perform such services pursuant to certain terms and conditions

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 services 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, specifications, or Scope of Work. Contractor shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.

- 2. Contract Documents.** The Contract consists of the following documents, which are all incorporated by reference.
- a) This Agreement and all Exhibits attached thereto;
 - b) The request for Proposal, Invitation to Bid, or other City-issued request for project submittals
 - c) The submitted project quote, bid or proposal
 - d) Scope of Work
 - e) Maps and plans
 - f) Special provisions, if any
 - g) All documents required under this Agreement, including but not limited to documentation evidencing insurance, copy of Contractor's state contractor license and UBI number, copy of Contractor's business license.

Purchased Service/Maintenance Contract

Revised 8/1/2018



CONTRACT NUMBER

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

3. Payment. The City shall pay the Contractor for the Work rendered according with the following procedures and subject to the following requirements.

3.1 The Contractor shall submit invoices for the work performed to **The City of Sammamish Accounts Payable Department**. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 If Prevailing Wages are required, the invoice must bear the following signed statement:

"I certify that wages paid under this contract are equal or greater than the applicable wage rates set forth in the Washington State Prevailing Wage rates for Public Works Contracts issued by the State of Washington Department of Labor & Industries."

3.3 The Contractor shall complete and return the attached **Form W-9**, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.4 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payments shall be made for any work performed by the Contractor except for the work identified and set forth in this Contract.

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:

- a) Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
- b) Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
- c) Enforce all warranties for the benefit of the City; and,
- d) 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



CONTRACT NUMBER

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, or the amount of the Contract sum, or in the time for completion of the Work, shall be accomplished only by a written amendment, signed by the Contractor and the City, in advance of the proposed change. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the executed amendment.

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

6.1 No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

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

6.2.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

6.2.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury, liability assumed under an insured contract, blanket contractual, products/completed operations; broad form property damage, explosion, collapse and underground (XCU) if applicable, and employer's liability. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form [CG 25 03 05 09](#) or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#) and Additional Insured-Completed Operations endorsement [CG 20 37 10 01](#) or substitute endorsements providing at least as broad coverage.

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

6.2.4 Professional Liability insurance appropriate to the Contractor's profession (if applicable)

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

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

6.3.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.

6.3.3 Worker's Compensation insurance at the limits established by the State of Washington.

6.3.4 Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.



CONTRACT NUMBER

6.5 Other Insurance Provision. The Contractor’s Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor’s insurance and shall not contribute with it.

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

6.7 Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors’ coverage.

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

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

6.10 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days’ notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

7. Prevailing Wage

7.1 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 agrees that all laborers, workers or mechanics employed by it or by any subcontractor in the Work of this Contract will be paid not less than the prevailing rate of wage for an hour’s work in accordance with the provisions of [Chapter 39.12 RCW](#) and all such rules and regulations as may be promulgated thereto by the Washington 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 <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

7.2 In case any dispute arises as to what the prevailing rate of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the director’s decision therein shall be final and conclusive and binding on all parties involved in the dispute.

7.3 Contractor shall file an [Intent to Pay Prevailing Wage form](#). Contractor shall submit the Intent forms, approved by L&I to the City with payment request. No payment will be issued to the Contractor until the City receives approved forms. If any work is subcontracted on this project, an approved Intent form must be submitted for each sub-contractor.



CONTRACT NUMBER

If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing the final payment.

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 City of Sammamish Municipal Code and regulations and ordinances of the City of Sammamish. This Contract shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of King County, Washington.

10. Business License. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>.

11. Termination.

11.1 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 be submitted to the City within 10 days of termination or suspension.

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

11.3 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.

11.4 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.

12. Duration. This contract may be renewed at the City's option for up to zero (0) additional years. In the event the City desires to invoke this option, the parties shall execute an amendment to this Agreement reflecting the new duration and new compensation, which will be adjusted annually based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

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.

13.1 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 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.

13.2 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 the purposes of



CONTRACT NUMBER

this indemnification. This waiver has been mutually negotiated by the parties. 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. Non-Discrimination: Discrimination by Contractor in all phases of employment and contracting is prohibited by federal and State laws rules and regulations. The Contractor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

16. Non-Endorsement: As a result of the selection of a Contractor to supply services to the City, the Contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the prior express written consent of the City.

17. Non-Collusion: By signature below, the Contractor acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

18. 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.

19. 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.

20. Attorney's 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.

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

22. 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.

23. 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.

24. Records Keeping & Reporting.

24.1 The Contractor at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Contractor under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

24.2 The Contractor shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Contractor's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Contractor's activities which relate, directly or indirectly, to the Agreement.



CONTRACT NUMBER

24.3 On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

24.4 Contractor will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

24.5 Contractor 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. Contractor 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.

24.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the city.

25. **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 three (3) days after the date of the postmark. Notices shall be delivered or mailed to the following:

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

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

Project Manager: Dan Johnson

Email: DJohnson@sammamish.us

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

Company Name: Altus Traffic Management LLC

Contact Name: Dennis Brewer

Street Address: 2351 S. 200th Street, Seattle, WA 98198

Phone Number: 206-878-0221

Email: dennis.brewer@altustraff.com

	CONTRACT NUMBER
<p>By signing below, you agree to all the terms and conditions herein.</p> <p>CITY OF SAMMAMISH, WASHINGTON</p>	
By (Print Name):	Date:
Signature	Title:
CONTRACTOR	
By (Print Name): STACY MCGUIRE	Date: 12-11-18
Signature <i>Stacy McGuire</i>	Title: 12-11-18
ATTEST/AUTHENTICATED:	
By (Print Name):	Date:
Signature	Title: City Clerk
APPROVED AS TO FORM:	
By (Print Name):	Date:
Signature:	Title: City Attorney
<div style="display: flex; justify-content: space-between;"> Purchased Services Contract Revised 8/1/2018 </div>	



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

CONTRACT NUMBER

EXHIBIT A
Scope of Work

2019 Traffic Control – Flagging

1/1/2019 – 12/31/2019 = Reflects 3.3% CPI-U Increase

Traffic Control Supervisor (Flagging only)		
1 Traffic Control Supervisor	\$74.40/Hr	\$108.72/Hr Overtime
Sunday & Public Holidays	\$142.98/Hr	
Flagger (Flagging Only)		
1 Flagger	\$70.07/Hr	\$102.17/Hr Overtime
Sunday & Public Holidays	\$134.27/Hr	

Minimum service call is for 4 hours of flagging.



CONTRACT NUMBER

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

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3. Print or type.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: 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 not 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. <input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	City of Sammamish 801 228th Ave SE Sammamish, WA 98075
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
OR	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

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

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.

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

Draft



MINUTES

City Council Regular Meeting

6:30 PM - December 4, 2018

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the regular meeting of the Sammamish City Council to order at 6:30 p.m.

Councilmembers Present:

Mayor Christie Malchow
Deputy Mayor Karen Moran
Councilmember Jason Ritchie
Councilmember Ramiro Valderrama
Councilmember Chris Ross
Councilmember Tom Hornish
Councilmember Pam Stuart

Councilmember Valderrama joined the meeting after Public Comment via tele-conference.

Staff Present:

City Manager Larry Patterson
Director of Community Development Jeff Thomas
Senior Management Analyst David Goodman
Director of Parks & Recreation Angie Feser
Deputy Director of Parks & Recreation Anjali Myer
City Attorney Kim Pratt
City Clerk Melonie Anderson

ROLL CALL

Roll was called.

PLEDGE OF ALLEGIANCE

Councilmember Ross led the pledge.

APPROVAL OF AGENDA

MOTION: Councilmember Tom Hornish moved to approve the agenda as read. Deputy Mayor Karen Moran seconded. Motion carried unanimously 6-0 with Councilmember Ramiro Valderrama absent.

PUBLIC COMMENT

Draft

Jane Garrison, 24409 SE 20th Place, spoke regarding Sammamish's image as a bedroom city.

Sid Gupta, 4309 243rd Avenue SE, spoke regarding open space.

Bill Way, 3451 East Lake Sammamish Shore Lane SE, spoke regarding the Citizen presentation give at the December 3, 2018 Study Session.

CONSENT CALENDAR

Payroll: For the Period Ending November 15, 2018 For a Pay Date of November 20, 2018 in the Amount of \$401,160.51

Approval: Claims For Period Ending December 4, 2018 In The Amount Of \$2,237,308.48 For Check No. 52288 Through 52398

Resolution: Accepting The 212th Way SE Improvements Project As Complete

Contract Renewal: 2019-2020 Contract for Pressure Washing/Durham Painting

Contract Renewal: 2019 Contract for Elevator Inspection and Maintenance Service/Eltec

Contract Renewal: 2019 Contract for Stormwater Pond Cattail Vegetation Removal/May Valley

Contract Renewal: 2019 Contract for Street Sweeping/Best Cleaning

Contract Renewal: 2019-2020 Contract for Electrical Services for City Facilities/Sequoyah Electric

Contract Renewal: 2019-2020 Contract for Electrical Services for City Parks/Sequoyah Electric

Contract Renewal: 2019-2020 Contract for Maintenance of Door Access System & CCTV/Western Entrance

Contract Renewal: 2019-2020 Contract for Roof Maintenance and Repair Services for City Facilities/Snyder Roofing

Contract Renewal: 2019 Contract for Residential Stormwater Pond Vegetation Removal/At Work!

Contract Renewal: 2019-2020 Contract for HVAC Monitoring Services/Ecotone

Contract Renewal: 2019 Contract for Custodial Services for City Parks & Facilities

Contract Renewal: 2019-2020 Contract for HVAC Repair & Maintenance Services/Pacific Air Control

Contract: 2019 Contract for Recycling Program Management/Olympic Environmental Resources

Contract: 2019-2020 Bark Delivery & Placement/Pacific Topsoil

Approval: Minutes for the November 13, 2018 Joint Study Session with Parks & Recreation Commission and Special Meeting

Approval: Minutes for the November 20, 2018 Regular Meeting

Draft

MOTION: Councilmember Tom Hornish moved to approve the consent agenda. Councilmember Pam Stuart seconded. Motion carried unanimously 6-0 with Councilmember Ramiro Valderrama absent.

PRESENTATIONS / PROCLAMATIONS

EXECUTIVE SESSION – POTENTIAL LITIGATION PURSUANT TO RCW 42.30.110 (1)(B)

Council retired to Executive Session at 6:45 pm and returned at 7:15 pm.

PUBLIC HEARINGS

Resolution: Related to Setting The 2019 Comprehensive Plan Amendment Docket

Jeff Thomas, Community Development Director gave the staff report.

Public Hearing opened at 7:19 pm.

Public Comment

Mary Wictor, 408 208th Avenue NE, spoke regarding the her Comprehensive Plan change she is proposing regarding an errata sheet.

MOTION: Councilmember Tom Hornish moved to approve as presented. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

Ordinance: Authorizing Use of Condemnation Pursuant To Chapter 8.12 RCW As Required For The Lower Commons To Big Rock Park Trail; Authorizing Payment Therefore From The City's Parks Capital Improvement Program Fund And Otherwise From The General Funds Of The City; Providing For Severability; And Establishing An Effective Date

MOTION: Councilmember Tom Hornish moved to postpone to March 30, 2019. Councilmember Chris Ross seconded. Motion carried unanimously 7-0.

Public Hearing opened at 7:25 pm.

Public Comment

Kara Hobbs, 640 222nd Place SE, spoke against the condemnation.

James Jordan, spoke against the condemnation.

Public Hearing closed at 7:34 pm.

Draft

MOTION: Councilmember Pam Stuart moved to amendment adding date of March 30, 2019. Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.

UNFINISHED BUSINESS

Ordinance: Repealing Ordinance No. O2018-467, Which Adopted A Six-Month Moratorium On The Acceptance Of Certain Applications For Land Use, Development, And Building Permits Or Approvals Within The City Of Sammamish; Providing For Severability; And Establishing An Effective Date

MOTION: Councilmember Jason Ritchie moved to approve the ordinance repealing moratorium. Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.

NEW BUSINESS

COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

Report: Mayor Christie Malchow - Council was in favor of Mayor Malchow voting to approve the Sound Cities Association budget or assessment for 2019 in the amount of \$41,586.

Report: Councilmember Stuart - She attended the Growth Management Planning Council meeting. They are forming a task force for affordable housing. She asked if Council is interested in being involved in this task force. She is willing to be part of the task force.

Report: Councilmember Ritchie - met with a cub scout group. He has been appointed to the Chamber of Commerce Board of Directors.

CITY MANAGER REPORT

City Manager's Report - Mr. Patterson reported that meetings have begun to schedule meetings to discuss school impact fees. Mayor, Malchow, Deputy Mayor Moran and Councilmember Stuart will represent the Council . Mayor Malchow asked that the other cities that are part of the three school districts be invited to the meeting.

Memo Regarding Council and Manager Roles and Responsibilities

EXECUTIVE SESSION - POTENTIAL LITIGATION PURSUANT TO RCW 42.30.110 (1)(I)

Council retired to Executive Session at 7:50 pm and returned at 8:46 pm. No action was taken.

ADJOURNMENT

The meeting adjourned at 8:47 pm.

MOTION: Councilmember Pam Stuart moved to adjourn. Deputy Mayor Karen Moran seconded. Motion carried unanimously 6-0 with Councilmember Ramiro Valderrama absent.

Draft

Melonie Anderson, City Clerk

Christie Malchow, Mayor

Draft



MINUTES

City Council Special Meeting

6:30 PM - December 11, 2018

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the special meeting of the Sammamish City Council to order at 6:30 p.m.

Councilmembers Present:

Mayor Christie Malchow
Deputy Mayor Karen Moran
Councilmember Jason Ritchie
Councilmember Ramiro Valderrama
Councilmember Chris Ross
Councilmember Tom Hornish
Councilmember Pam Stuart

Councilmember Hornish attended via a tele-conference call

Staff Present:

City Manager Larry Patterson
Director of Community Development Jeff Thomas
Senior Management Analyst David Goodman
Director of Parks & Recreation Angie Feser
Director of Public Works Steve Leniszewski
Police Chief Michelle Bennett
Management Analyst Mike Sugg
City Attorney Michael Kenyon
Deputy Clerk Lita Hachey

PLEDGE OF ALLEGIANCE

Councilmember Valderrama led the pledge.

ROLL CALL

Roll was called.

APPROVAL OF AGENDA

MOTION: Deputy Mayor Karen Moran moved to approve the agenda as read. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

Draft

PUBLIC COMMENT

Larry Crandall, 433 Issaquah Pine Lake Road SE, spoke regarding several needs in Sammamish. He suggested special parking for our veterans, a grove of trees honoring the Mayor's who have served Sammamish or creating a Sammamish flag.

Claradell Shedd, 2313 Sahalee Drive E, with the Sammamish Arts Commission, spoke regarding the Traffic WrapZ project and the reason for the contract amendment.

Mary Wictor, 408 208th Ave NE, spoke regarding Water Quality and Riparian Habitat Monitoring.

Paul Stickney, 22626 NE Inglewood Hill Rd, spoke regarding the Legislative Meet and Greet and how productive it was. He would also like to support the idea of a Sammamish Flag.

CONSENT CALENDAR

1. **Payroll:** For the Period Ending November 30, 2018 For a Pay Date of December 5, 2018 in the Amount of \$376,923.90
2. **Resolution:** Granting Final Plat Approval of The Stratmoor Subdivision
3. **Resolution:** Granting Final Plat Approval of The Preserve at Pine Lake Subdivision
4. **Resolution:** Granting Final Plat Approval of the Irongate Subdivision
5. **Contract:** 2019-2020 City Attorney Services/ Kenyon-Disend
6. **Contract:** Water Quality and Riparian Habitat Monitoring – King County
7. **Contract:** Land Development Review Support Services/AHBL
8. **Contract:** Environmental Review Support Services/ Environmental Science Associates (ESA)
9. **Contract:** Environmental Review Support Services/ The Watershed Company
10. **Contract:** Building Inspection Support Services/ SAFEbuilt, Washington LLC
11. **Contract:** Electrical Inspection Support Services/ West Coast Code Consultants, Inc.
12. **Contract:** Indigent Public Defense Services/ Stein, Lotzkar & Starr, P.S.
13. ~~**Contract:** City Prosecutor Services/ The Law Firm of Lynn Moberly~~
14. **Contract:** Building Plan Review Support Services/Clarity Consulting Engineers
15. ~~**Contract Amendment:**
TrafficWrapz for the Installation of 7 Additional Utility Box Wraps in 2019-2020~~
16. **Contract Renewal:** 2019 Contract for Fence Repair & Emergency Response/Industrial Solutions
17. **Approval Bid Award:** 2018 Pavement Program - Patching

Draft

- 18. **Bid Rejection:** Stormwater System Maintenance
- 19. **Approval:** Notes for the December 3, 2018 Study Session

Councilmember Valderrama requested that Item # 13 - Contract: City Prosecutor Services/ The Law Firm of Lynn Moberly and Item # 15 - Contract Amendment: TrafficWrapz for the Installation of 7 Additional Utility Box Wraps in 2019-2020 be removed from the Consent Calendar and placed under Unfinished Business.

MOTION: Councilmember Ramiro Valderrama moved to approve the consent agenda as amended. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

PRESENTATIONS / PROCLAMATIONS - NONE

PUBLIC HEARINGS - NONE

UNFINISHED BUSINESS

- 20. **Report:** Police Services Study Final Report

City Manager Larry Patterson introduced Mike Sugg, Management Analyst, Brian Murphy and Kristin Maitd with BERK Consulting, along with Tag and Virginia Gleason, subject matter experts, who gave an update on the draft report and showed a presentation available [here](#). The report will be back on the agenda in early January for final approval.

- 21. **Report:** City Manager Recruitment Profile

Mr. Sugg and Lynelle Klein with Colin Baenziger and Associates reviewed the packet on the City Manager's Recruitment profile, recommended compensation and project schedule. Mr. Patterson, Interim City Manager handed out a revised recruitment project schedule available [here](#).

MOTION: Councilmember Pam Stuart moved to approve the candidate profile and salary schedule as amended. Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.

- 22. **Item # 13 - Contract:** City Prosecutor Services/ The Law Firm of Lynn Moberly

Jeff Thomas, Director of Community Development, spoke regarding the City Prosecutors contract.

MOTION: Councilmember Ramiro Valderrama moved to approve the contract with the Law Firm of Lynn Moberly. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

- 23. **Item # 15 - Contract Amendment:** TrafficWrapz for the Installation of 7 Additional Utility Box Wraps in 2019-2020

Angie Feser, Director of Parks and Recreation spoke about the Contract Amendment regarding the TrafficWrapz.

Draft

MOTION: Councilmember Ramiro Valderrama moved to approve the Contract Amendment for Traffic Wraps for the Installation of 7 Additional Utility Box Wraps in 2019-2020. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

NEW BUSINESS - NONE

COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

- 24. Report:** Mayor Christie Malchow submitted a written report and discussed that tomorrow at the Public Involvement Committee (PIC) meeting there will be the Sound Cities Association (SCA) annual meeting and the board selections. She will need to vote on a candidate for the North Caucus. There are three candidates, Mary Lou Pauly from Issaquah, Davina Duerr from Bothell and Bruce Bassett from Mercer Island. Council gave their approval to chose Mary Lou Pauley. For PIC, the nominating committee has selected Ed Prince for Chair and Christie Malchow for Vice Chair for 2019. Council also needs to comment on the regional board for SCA committee appointments.

- 25. Report:** Deputy Mayor Karen Moran submitted a written report and discussed the Eastside Fire and Rescue update with Council.

CITY MANAGER REPORT

- 26.** City Manager, Larry Patterson submitted a written report.
MOTION: Councilmember Pam Stuart moved to approve the two requests in the City Manager's Report for authorization of up to \$1,000 each year for employee recognition and a request for time off between Christmas and the New Year. Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.

EXECUTIVE SESSION – NONE

ADJOURNMENT

The meeting adjourned at 8:22 pm.

MOTION: Mayor Christie Malchow moved to adjourn. Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.

Lita Hachey, Deputy City Clerk

Christie Malchow, Mayor

Agenda Bill
 City Council Special Meeting
 January 08, 2019



SUBJECT:	Arts Commission and Human Services Commission Applicant Interviews		
DATE SUBMITTED:	January 03, 2019		
DEPARTMENT:	City Manager's Office		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Conduct a short interview with each person who applied to fill the upcoming vacancies on the Sammamish Arts Commission and Sammamish Human Services Commission.		
EXHIBITS:			
BUDGET:			
Total dollar amount	N/A	<input type="checkbox"/>	Approved in budget
Fund(s)	N/A	<input type="checkbox"/>	Budget reallocation required
		<input checked="" type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input checked="" type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

Shall the Council conduct interviews to determine the best candidates to fill upcoming positions on the Arts Commission and the Human Services Commission?

KEY FACTS AND INFORMATION SUMMARY:

Every year there are at least two vacancies on the various Sammamish Commissions. The vacancies were advertised on the City's website and in the City Newsletter beginning in October. In December all of the applications received were sent to the City Council for review. On December 31, 2018 the applicants were notified that interviews would take place either January 8, 2019 or January 14, 2019. Council will be interviewing applicants for the Arts Commission and the Human Services Commission. Interviews for the Planning Commission and the Parks & Recreation Commission applicants will occur

on January 14, 2019 at a Special Meeting. Final appointments will be made at the January 15, 2019 Regular Meeting and all terms will begin on February 1, 2019.

Arts Commission

There will be three positions to fill on the Arts Commission. 1 two-year term and 2 four-year terms

Applicants

- Claradell Shedd *
- Priti Joshi*
- Lazarus Chernik
- Echo Chernik
- Asley Arrington (Would also consider serving on the Parks & Recreation Commission)
- Thomas Thomson
- Natalie Raines (Would also consider serving on the Human Services Commission)
- Sarvinder Marwaha (Would also consider serving on the Parks & Recreation Commission)

Human Service Commission

There will be 2 four year vacancies on the Human Services Commission

Applicants

- Nushina Mir*
- Jodi Nishioka*
- Sherry Helppie (Would also consider serving on the Parks & Recreation Commission)
- Bill Patterson (Would also consider serving on the Parks & Recreation Commission)
- Ahmed Khan (Would also consider serving on the Planning Commission)
- Jamioe Hauser

*Denotes current Commissioner.

FINANCIAL IMPACT:

N/A

Agenda Bill

City Council Special Meeting
January 08, 2019



SUBJECT:	Resolution: Council Committee Charters	
DATE SUBMITTED:	December 20, 2018	
DEPARTMENT:	City Manager's Office	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Approve the Resolution.	
EXHIBITS:	1. Exhibit 1 - Resolution 2. Exhibit 2 - 2018 Committee Assignments	
BUDGET:		
Total dollar amount	<input type="checkbox"/>	Approved in budget
Fund(s)	<input type="checkbox"/>	Budget reallocation required
	<input checked="" type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Should the City Council adopt this Resolution (Exhibit 1) establishing updated Council Committee charters?

KEY FACTS AND INFORMATION SUMMARY:

Summary
 Council committee charters were first implemented in 2017 to define the purpose, membership, responsibilities, limitations and resources necessary for operation of the committees. Each charter is updated annually to account for new member appointments and updates to the staff support team. However, the charters quickly become outdated between these updates as appointments change and staff turnover occurs.

This Resolution (Exhibit 1) removes Council and staff membership information from the charters, eliminating the need for annual updates. If approved, any future changes to the charters or committee appointments would be made on an as-needed basis. Committee membership information would continue to be maintained in a separate document posted on the [City's website](#).

Prior to adopting this Resolution, the Council should also consider whether they desire to continue with the existing group of committees. Committees can be created or dissolved as needed to support the Council's work. Last year, the Council agreed to form a new Governance Committee and to discontinue the Human Services and Transit Committees. (Please note that the Human Services Committee's work was picked up by the new Human Services Commission, and issues previously discussed within the Transit Committee are to be addressed before the whole Council.)

OTHER ALTERNATIVES CONSIDERED:

Continue to list membership directly in the charters. This option requires annual adoption by the Council, and it results in the charter becoming outdated if membership changes before the next Council review.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2019-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, UPDATING EXISTING CITY COUNCIL
COMMITTEE CHARTERS**

WHEREAS, the City of Sammamish is governed by a seven-member City Council; and

WHEREAS, the City Council establishes committees to review and provide recommendations on policy matters to the full City Council; and

WHEREAS, the City Council desires to establish the purpose, authority and responsibilities of each committee via committee charters; and

WHEREAS, on March 21, 2017, the City Council approved committee charters through the passage of Resolution No. R2017-726; and

WHEREAS, on February 6, 2018, the City Council established a new Governance Committee charter and updated existing committee charters through the passage of Resolution No. R2018-777; and

WHEREAS, the City Council desires to amend the committee charters to remove committee membership information so that the City Council can make committee appointments without annually adopting amended charters;

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

Section 1: Updated Committee Charters. The following committee charters are updated in the forms attached hereto as Attachment A:

Standing Committees

Finance Committee

Public Safety Committee

Ad-Hoc Committees

Communications Committee

Governance Committee

Legislative Committee

Utility District Coordination Committee

**PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON
THE ____ DAY OF JANUARY, 2019.**

CITY OF SAMMAMISH

Mayor Christie Malchow

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

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

Finance Committee Charter

Title	Finance Committee (Standing Committee)
SCOPE OF WORK	The Finance Committee is responsible for advising the City Council on policy matters concerning the general fiscal and financial operations of the City.
INTERFACES	City Council Finance Department Other City Departments
COMPOSITION	<p>The committee shall consist of up to three City Council members, and they shall serve at the discretion of the City Council. A chairperson will be selected at the first committee meeting of the year.</p> <p><u>2018 Committee Members:</u> <i>Chris Ross</i> <i>Pam Stuart</i> <i>Tom Hornish</i></p>
MEETINGS	<p>The committee shall meet at such times as necessary to complete the tasks described below. The chairperson will work directly with the staff lead to set agendas and confirm meeting dates, times and locations. It is anticipated the committee will meet a minimum of four times per year.</p> <p>Members of the committee are expected to attend each committee meeting, in person or via teleconference. A majority of the committee members present or participating through teleconference shall constitute a quorum.</p> <p>It is a standard practice that all committee meetings will be formally noticed. On occasion, it may be necessary to schedule committee meetings on short notice. It may also be necessary to hold committee meetings off-site to support local and regional coordination efforts. Under these circumstances, it may not be possible to formally notice the committee meeting.</p>

Finance Committee Charter

<p>DESCRIPTION OF TASKS</p>	<ol style="list-style-type: none"> 1. Monitor the budget and financial activities through periodic review and discussion of monthly and annual financial reports. 2. Review and provide recommendations to the City Council on potential budget or financial related items (ex: capital plans). This Council Committee opportunity provides time for a more detailed review of specific budget and financial items before they are reviewed by the City Council. 3. Review and provide a recommendation to the City Council on the following items: <ol style="list-style-type: none"> a. Proposed ordinances, resolutions and policies related to the financial operations of the City. b. Policy review for other finance-related work plan items as directed by the City Council. 4. Accomplish assigned tasks per the timelines established in the annual work plans and/or as directed by the City Council. 5. Chair of Finance Committee, along with the Mayor, will participate in the audit exit interview process.
<p>ACCOUNT-ABILITY</p>	<p>Committee direction (tasks, changes in tasks, timelines for completion, reporting etc.) is provided by the City Council.</p>
<p>DELIVERABLES</p>	<ol style="list-style-type: none"> 1. Publish a meeting agenda at least three (3) business days prior to the scheduled committee meeting for delivery to all committee members and to be posted to the City’s website. 2. Include chairperson-approved meeting minutes in the packet materials for the next regular City Council meeting following approval. 3. Provide policy-level recommendations by majority vote or unanimous consent.

Finance Committee Charter

<p>APPROVALS/ AUTHORITY</p>	<p>The committee serves in an advisory capacity to the City Council. The City Council reviews and approves all policy recommendations provided by the committee.</p> <p>The committee shall not direct significant staff work, nor is the committee authorized to commit any funds of the City without approval from the City Council.</p>
<p>RESOURCES NEEDED</p>	<p>City staff shall provide administrative support to the committee to include preparation of committee agendas, support materials and meeting minutes.</p> <p><u>Staff Members:</u> Aaron Antin, Finance Director/Assistant City Manager (Lead Staff) Lyman Howard, City Manager Other staff as assigned</p> <p>Other individuals, including staff, auditors, consultants and/or technical experts may be invited to attend meetings to provide pertinent information, as necessary.</p>

Public Safety Committee Charter

Title	Public Safety Committee (Standing Committee)
SCOPE OF WORK	The Public Safety Committee is responsible for advising the City Council on policy matters related to public safety, including police, fire, emergency management, municipal court, prosecution and public defense.
INTERFACES	City Council Eastside Fire & Rescue King County Sheriff's Office City Manager's Office/Emergency Management King County District Court Prosecuting Attorney Public Defender Other Local and Regional Agencies & Partners Other City Departments
COMPOSITION	The committee shall consist of up to three City Council members, and they shall serve at the discretion of the City Council. A chairperson will be selected at the first committee meeting of the year. <u>2018 Committee Members:</u> Chris Ross Karen Moran Ramiro Valderrama
MEETINGS	The committee shall meet at such times as necessary to complete the tasks described below. The chairperson will work directly with the staff lead to set agendas and confirm meeting dates, times and locations. Members of the committee are expected to attend each committee meeting, in person or via teleconference. A majority of the committee members present or participating through teleconference shall constitute a quorum. It is a standard practice that all committee meetings will be formally noticed. On occasion, it may be necessary to schedule committee meetings on short notice. It may also be necessary to hold committee meetings off-site to support local and regional coordination efforts. Under these circumstances, it may not be possible to formally notice the committee meeting.

Public Safety Committee Charter

<p>DESCRIPTION OF TASKS</p>	<ol style="list-style-type: none"> 1. Review and provide recommendations to the City Council on the following items: <ol style="list-style-type: none"> a. Strategic plans related to public safety and emergency management, specifically the goals, policies and objectives of the plan. b. Proposed budget items related to public safety and emergency management functions. c. Proposed ordinances, resolutions and policies related to public safety and emergency management. d. Policy review for other public safety related work plan items as directed by the City Council. 2. Accomplish assigned tasks per the timelines established in the annual work plans and/or as directed by the City Council.
<p>ACCOUNT-ABILITY</p>	<p>Committee direction (tasks, changes in tasks, timelines for completion, reporting etc.) is provided by the City Council.</p>
<p>DELIVERABLES</p>	<ol style="list-style-type: none"> 1. Publish a meeting agenda at least three (3) business days prior to the scheduled committee meeting for delivery to all committee members and to be posted to the City’s website. 2. Include chairperson-approved meeting minutes in the packet materials for the next regular City Council meeting following approval. 3. Provide policy-level recommendations by majority vote or unanimous consent.

Public Safety Committee Charter

<p>APPROVALS/ AUTHORITY</p>	<p>The committee serves in an advisory capacity to the City Council. The City Council reviews and approves all policy recommendations provided by the committee.</p> <p>The Committee shall not direct significant staff work, nor is the committee authorized to commit any funds of the City without approval from the City Council.</p> <p>Policy matters related to Eastside Fire & Rescue are generally handled by Eastside Fire & Rescue Board Members at the direction of the City Council, but from time to time may be assigned to the committee for review.</p>
<p>RESOURCES NEEDED</p>	<p>City staff shall provide administrative support to the committee to include preparation of committee agendas, support materials and meeting minutes.</p> <p><u>Staff Members:</u> Jessi Bon, Deputy City Manager (Staff Co-Lead) Jeff Thomas, Community Development Director (Staff Co-Lead) Michelle Bennett, Police Chief (King County Sheriff's Office) Jeff Clark, Fire Chief (Eastside Fire & Rescue) Chris Gianini, Deputy Finance Director Andrew Stevens, Emergency Manager David Goodman, Management Analyst Other staff as assigned</p> <p>Other individuals, including staff, consultants and/or technical experts may be invited to attend meetings to provide pertinent information, as necessary.</p>

Communications Committee Charter

Title	Communications Committee (Ad-Hoc Committee)
SCOPE OF WORK	The Communications Committee is responsible for advising the City Council on policy matters related to communications activities for the City.
INTERFACES	City Council City Manager’s Office/Communications Finance Department/Website and Information Technology Other City Departments
COMPOSITION	<p>The committee shall consist of up to three City Council members, and they shall serve at the discretion of the City Council. A chairperson will be selected at the first committee meeting of the year.</p> <p><u>2018 Committee Members:</u> <i>Chris Ross</i> <i>Christie Malchow</i> <i>Pam Stua</i></p>
MEETINGS	<p>The committee shall meet at such times as necessary to complete the tasks described below. The chairperson will work directly with the staff lead to set agendas and confirm meeting dates, times and locations.</p> <p>Members of the committee are expected to attend each committee meeting, in person or via teleconference. A majority of the committee members present or participating through teleconference shall constitute a quorum.</p> <p>It is a standard practice that all committee meetings will be formally noticed. On occasion, it may be necessary to schedule committee meetings on short notice. It may also be necessary to hold committee meetings off-site to support local and regional coordination efforts. Under these circumstances, it may not be possible to formally notice the committee meeting.</p>

Communications Committee Charter

<p>DESCRIPTION OF TASKS</p>	<ol style="list-style-type: none"> 1. Review and provide recommendations to the City Council on the following items: <ol style="list-style-type: none"> a. Implementation of the Communications Strategy, including the City website improvements. b. Proposed budget items related to City communications. c. Proposed ordinances, resolutions and policies related to City communications. d. Policy review for other communications work plan items as directed by the City Council. 2. Review the rolling three-month calendar for scheduled public meetings, Virtual Town Halls, etc. Coordinate City Council member attendance as needed. 3. Accomplish assigned tasks per the timelines established in the annual work plans and/or as directed by the City Council.
<p>ACCOUNT-ABILITY</p>	<p>Committee direction (tasks, changes in tasks, timelines for completion, reporting etc.) is provided by the City Council.</p>
<p>DELIVERABLES</p>	<ol style="list-style-type: none"> 1. Publish a meeting agenda at least three (3) business days prior to the scheduled committee meeting for delivery to all committee members and to be posted to the City’s website. 2. Include chairperson-approved meeting minutes in the packet materials for the next regular City Council meeting following approval. 3. Provide policy-level recommendations by majority vote or unanimous consent.

Communications Committee Charter

<p>APPROVALS/ AUTHORITY</p>	<p>The committee serves in an advisory capacity to the City Council. The City Council reviews and approves all policy recommendations provided by the committee.</p> <p>The committee shall not direct significant staff work, nor is the committee authorized to commit any funds of the City without approval from the City Council.</p>
<p>RESOURCES NEEDED</p>	<p>City staff shall provide administrative support to the committee to include preparation of committee agendas, support materials and meeting minutes.</p> <p><u>Staff Members:</u> Kellie Stickney, Communications Manager (Lead Staff) Lyman Howard, City Manager Jessi Bon, Deputy City Manager Aaron Antin, Finance Director Other staff as assigned</p> <p>Other individuals, including staff, consultants and/or technical experts may be invited to attend meetings to provide pertinent information, as necessary.</p>

Governance Committee Charter

Title	Governance Committee (Ad-Hoc Committee)
SCOPE OF WORK	The Governance Committee is responsible for serving as the liaison between the City Council and City staff in order to review the effectiveness of local government. Additionally, the committee is to serve as a body to review and provide guidance on Council-Council and Council-citizen interaction and communication issues.
INTERFACES	City Council City Departments
COMPOSITION	<p>The committee shall consist of up to three City Council members, and they shall serve at the discretion of the City Council. A chairperson will be selected at the first committee meeting of the year.</p> <p><u>2018 Committee Members:</u> Christie Malchow Pam Stuart Tom Hornish</p>
MEETINGS	<p>The committee shall meet at such times as necessary to complete the tasks described below. The chairperson will work directly with the staff lead to set agendas and confirm meeting dates, times and locations.</p> <p>Members of the committee are expected to attend each committee meeting, in person or via teleconference. A majority of the committee members present or participating through teleconference shall constitute a quorum.</p> <p>It is a standard practice that all committee meetings will be formally noticed. On occasion, it may be necessary to schedule committee meetings on short notice. It may also be necessary to hold committee meetings off-site to support local and regional coordination efforts. Under these circumstances, it may not be possible to formally notice the committee meeting.</p>

Governance Committee Charter

<p>DESCRIPTION OF TASKS</p>	<p>1. The Governance Committee shall study and formulate recommendations in areas including:</p> <ul style="list-style-type: none"> a. City Council organization, process and rules. b. Overall governance structure and process. <p>2. Accomplish assigned tasks per the timelines established in the annual work plans and/or as directed by the City Council.</p>
<p>ACCOUNT-ABILITY</p>	<p>Committee direction (tasks, changes in tasks, timelines for completion, reporting etc.) is provided by the City Council.</p>
<p>DELIVERABLES</p>	<p>1. Publish a meeting agenda at least three (3) business days prior to the scheduled committee meeting for delivery to all committee members and to be posted to the City’s website.</p> <p>2. Include chairperson-approved meeting minutes in the packet materials for the next regular City Council meeting following approval.</p> <p>3. Provide policy-level recommendations by majority vote or unanimous consent.</p>
<p>APPROVALS/ AUTHORITY</p>	<p>The committee serves in an advisory capacity to the City Council. The City Council reviews and approves all policy recommendations provided by the committee.</p> <p>The committee does not direct significant staff work, nor is the committee authorized to commit any funds of the City without approval from the City Council.</p>

Governance Committee Charter

RESOURCES NEEDED	<p>City staff shall provide administrative support to the committee to include preparation of committee agendas, support materials and meeting minutes.</p> <p><u>Staff Members:</u> Lyman Howard, City Manager (Lead Staff) Jessi Bon, Deputy City Manager Mike Sugg, Management Analyst Other staff as assigned</p> <p>Other individuals, including, staff, consultants and/or technical experts may be invited to attend meetings to provide pertinent information, as necessary.</p>
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Legislative Committee Charter

Title	Legislative Committee (Ad-Hoc Committee)
SCOPE OF WORK	The Legislative Committee is responsible for advising the City Council on policy matters related to local, regional and federal legislative issues.
INTERFACES	City Council Other Local and Regional Agencies & Partners Other City Departments
COMPOSITION	<p>The committee shall consist of up to three City Council members, and they shall serve at the discretion of the City Council. A chairperson will be selected at the first committee meeting of the year.</p> <p><u>2018 Committee Members:</u> <i>Christie Malchow</i> <i>Jason Ritchie</i> <i>Ramiro Valderrama</i></p>
MEETINGS	<p>The committee shall meet at such times as necessary to complete the tasks described below. The chairperson will work directly with the staff lead to set agendas and confirm meeting dates, times and locations.</p> <p>Members of the committee are expected to attend each committee meeting, in person or via teleconference. A majority of the committee members present or participating through teleconference shall constitute a quorum.</p> <p>It is a standard practice that all committee meetings will be formally noticed. On occasion, it may be necessary to schedule committee meetings on short notice. It may also be necessary to hold committee meetings off-site to support local and regional coordination efforts. Under these circumstances, it may not be possible to formally notice the committee meeting.</p>

Legislative Committee Charter

<p>DESCRIPTION OF TASKS</p>	<ol style="list-style-type: none"> 1. Develop an annual list of legislative priorities for review and approval by the City Council. This includes developing a mechanism to share legislative priorities with the Sammamish community. 2. Prepare recommendations on positions and action for the City Council with respect to County, State and Federal proposed legislation. 3. Identify and recommend opportunities for members of the City Council to participate in organized advocacy efforts. 4. Review resolutions and other written communications and/or recommend other actions regarding legislative issues that may impact the City. 5. Work to build positive relationships with legislators and other elected officials. 6. Coordinate with the Kokanee Working Group, WRIA 8 Salmon Recovery Council, and other cities in the Lake Sammamish watershed to advocate for discussion and representation of the City’s environmental priorities. 7. Accomplish assigned tasks per the timelines established in the annual work plans and/or as directed by the City Council.
<p>ACCOUNT-ABILITY</p>	<p>Committee direction (tasks, changes in tasks, timelines for completion, reporting etc.) is provided by the City Council.</p>
<p>DELIVERABLES</p>	<ol style="list-style-type: none"> 1. Publish a meeting agenda at least three (3) business days prior to the scheduled committee meeting for delivery to all committee members and to be posted to the City’s website. 2. Include chairperson-approved meeting minutes in the packet materials for the next regular City Council meeting following approval. 3. Provide policy-level recommendations by majority vote or unanimous consent.

Legislative Committee Charter

<p>APPROVALS/ AUTHORITY</p>	<p>The committee serves in an advisory capacity to the City Council. The City Council reviews and approves all policy recommendations provided by the committee.</p> <p>The committee does not direct significant staff work, nor is the committee authorized to commit any funds of the City without approval from the City Council.</p>
<p>RESOURCES NEEDED</p>	<p>City staff shall provide administrative support to the committee to include preparation of committee agendas, support materials and meeting minutes.</p> <p><u>Staff Members:</u> Lyman Howard, City Manager (Lead Staff) Other staff as assigned</p> <p>Other individuals, including legislators, staff, consultants and/or technical experts may be invited to attend meetings to provide pertinent information, as necessary.</p>

Utility District Coordination Committee Charter

Title	Utility District Coordination Committee (Ad-Hoc Committee)
SCOPE OF WORK	The Utility District Coordination Committee is responsible for advising the City Council on policy matters related to coordination of services with the local utility districts.
INTERFACES	City Council Sammamish Plateau Water NE Sammamish Water & Sewer Utility District Other Local and Regional Agencies & Partners Other City Departments
COMPOSITION	The committee shall consist of up to three City Council members, and they shall serve at the discretion of the City Council. A chairperson will be selected at the first committee meeting of the year. <u>2018 Committee Members:</u> Jason Ritchie Karen Moran Ramiro Valderrama
MEETINGS	The committee shall meet at such times as necessary to complete the tasks described below. The chairperson will work directly with the staff lead to set agendas and confirm meeting dates, times and locations. Members of the committee are expected to attend each committee meeting, in person or via teleconference. A majority of the committee members present or participating through teleconference shall constitute a quorum. It is a standard practice that all committee meetings will be formally noticed. On occasion, it may be necessary to schedule committee meetings on short notice. It may also be necessary to hold committee meetings off-site to support local and regional coordination efforts. Under these circumstances, it may not be possible to formally notice the committee meeting.

Utility District Coordination Committee Charter

<p>DESCRIPTION OF TASKS</p>	<ol style="list-style-type: none"> 1. Review and provide recommendations to the City Council on policy matters related to the partnership and coordination with local utility districts, to include the following: <ol style="list-style-type: none"> a. Proposed ordinances, resolutions and policies related to utility services (i.e. Interlocal Agreements, Franchise Agreements etc.) b. Policy review for other utility-related work plan items as directed by the City Council. 2. Accomplish assigned tasks per the timelines established in the annual work plans and/or as directed by the City Council.
<p>ACCOUNT-ABILITY</p>	<p>Committee direction (tasks, changes in tasks, timelines for completion, reporting etc.) is provided by the City Council.</p>
<p>DELIVERABLES</p>	<ol style="list-style-type: none"> 1. Publish a meeting agenda at least three (3) business days prior to the scheduled committee meeting for delivery to all committee members and to be posted to the City’s website. 2. Include chairperson-approved meeting minutes in the packet materials for the next regular City Council meeting following approval. 3. Provide policy-level recommendations by majority vote or unanimous consent.
<p>APPROVALS/ AUTHORITY</p>	<p>The committee serves in an advisory capacity to the City Council. The City Council reviews and approves all policy recommendations provided by the committee.</p> <p>The Committee does not direct significant staff work, nor is the committee authorized to commit any funds of the City without approval from the City Council.</p>

Utility District Coordination Committee Charter

<p>RESOURCES NEEDED</p>	<p>City staff shall provide administrative support to the committee to include preparation of committee agendas, support materials and meeting minutes.</p> <p><u>Staff Members:</u> Lyman Howard, City Manager (Lead Staff) Steve Leniszewski, Public Works Director Other staff as assigned</p> <p>Other individuals, including staff, consultants and/or technical experts may be invited to attend meetings to provide pertinent information, as necessary.</p>
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2018 Sammamish City Council Committees

Standing Committees:

Finance Committee

- Chris Ross
- Pam Stuart
- Jason Ritchie

Public Safety Committee

- Chris Ross
- Karen Moran
- Ramiro Valderrama

Ad-Hoc Committees:

Communications Committee

- Chris Ross
- Christie Malchow
- Pam Stuart

Governance Committee

- Christie Malchow
- Pam Stuart
- Tom Hornish

Legislative Committee

- Christie Malchow
- Jason Ritchie
- Ramiro Valderrama

Utility District Coordination Committee

- Jason Ritchie
- Karen Moran
- Ramiro Valderrama



Memorandum

Date: January 8th, 2019
To: Mayor Malchow and City Councilors
From: Larry Patterson, Interim City Manager
Re: City Manager's Report for 1/8/2019

1. February 12th City Council Meeting --- Several Councilors are scheduled to attend the AWC Conference in Tacoma starting February 13th. Does the Council wish to hold the February 12th meeting, or do you wish to cancel this meeting? If you wish to cancel the meeting I will work to move all the items schedule for that evening to other agendas.
2. Retreat --- Shortly you will receive a narrative of issues that were diagrammed on the white board. After putting these to paper and thinking back over my months here, I think it would be beneficial to have a half day or full day retreat to discuss these issues and help develop a more focused work plan. Your new manager may welcome this work being completed as they will need a couple of months to get up to speed after their arrival. Such a retreat could assist with our planning and help with several decisions that need to be made prior to concluding the mid biennium budget.
3. Human Resources Director --- Linnaea Jablonski has accepted the Human Resources Director job. Linnaea will start her tenure with us on February 4th. Ms. Jablonski comes to us from the Washington State Department of Transportation – Ferries Division in Seattle, WA., where she has been serving as their Human Resources Director. Ms. Jablonski holds a master's Degree in Negotiations and Conflict Resolution from California State University at Carson and a Bachelor of Arts Degree in Political Economics and Race Relations from The Evergreen State College in Olympia.
4. Communications Manager --- Sharon Gavin has accepted the Communication Manager's position. Ms. Gavin will start her tenure with the City on January 16th. Ms. Gavin comes to us from the U.S. Army Corps of Engineers where she has been serving as Public Affairs Specialist. She also was the Communications Manager for the City of Tigard, Oregon, Pacific Gas and Electric Company, and the Atlanta Streetcar. Also, she was Neighborhood Program Coordinator for Beaverton, OR. And Community Outreach Coordinator for the Transportation

Agency for Monterey County. She has a bachelor's Degree from Hawaii Pacific University in Human Services.

Last printed 1/4/19

AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
Jan 2019				
Mon 1/14	1/9	5:00 pm	Special Meeting	Planning Commission Interviews (45 minutes) Parks & Recreation Commission Interviews (20 minutes)
Tues 1/15	1/9	6:30 pm	Regular Meeting	Proclamation: HOSA Week Public Hearing: Interim Development Regulations Ordinance Roadway V/C LOS Standards (60-minutes) Resolutions: Appointing Members to the Arts, Parks, Human Services and Planning Commissions (15-minutes) Resolution: Housing Strategy Update (30-minutes) Discussion: Hunting Regulations Executive Session (Land Acquisition) <u>Consent</u> Resolution: ELSP / SE 33rd Crosswalk Project Acceptance
Feb 2019				
Mon 2/4	1/30	6:30 pm	Study Session	Discussion: Development Regulations Update (120-minutes) Discussion: Human Services Strategic Plan (60-minutes)
Tues 2/5	1/30	6:30 pm	Regular Meeting	Proclamation: Children's Dental Health Month (5 minutes) Public Hearing / Ordinance: Development Regulations Update (120-minutes) <u>Consent:</u> Contract: Klahanie Master Plan / HBB
Tues 2/12	1/6	6:30 pm	Study Session	Discussion: Development Regulations Update (60-minutes) Discussion: Issaquah Pine Lake Road Design (30-minutes)
Tue 2/19	1/13	6:30 pm	Regular Meeting	<u>Consent:</u> Resolution: Flashing Yellow Arrow Installation Project Acceptance Resolution: Minor Intersection Improvements Project Acceptance Resolution: Sahalee Way Stormwater Tightline Project Acceptance Resolution: ELSP Ditch and Culvert Maintenance Project Acceptance Resolution: Police Services Study

Last printed 1/4/19

Mar 2019				
Mon 3/4	2/27	6:30 pm	Special Meeting	Selection: City Manager Finalists Discussion: Development Regulations Update (60-minutes) Discussion: Introduction to Zackuse Creek Basin Plan Discussion: Stormwater Code Update Discussion: Classification & Compensation Study
Tues 3/5	2/27	6:30 pm	Regular Meeting	Ordinance: Development Regulations Update (60-minutes) <u>Consent</u> Contract: ITS Phase 2 Design/TBD
Tues 3/12	3/6	6:30 pm	Study Session	Presentation: Klahanie Master Plan
Sat 3/16		TBA	Special Meeting	Interviews/Appointment: City Manager
Tues 3/19		6:30 pm	Regular Meeting	Resolution: Classification & Compensation Study
Tues 3/26		6:30 pm	Special Meeting	Approval: City Manager Contract
Apr 2019				
Mon 4/1	3/27	6:30 pm	Study Session	
Tues 4/2	3/27	6:30 pm	Regular Meeting	Resolution: Zackuse Basin Plan Adoption
Tues 4/9	4/3	6:30 pm	Study Session	Discussion: SMC Title 24 Update (60-minutes)
Tue 4/16	4/10	6:30 pm	Regular Meeting	Public Hearing / Ordinance: SMC Title 24 Update (30-minutes)
May 2019				
Mon 5/6	5/1	6:30 pm	Study Session	
Tues 5/7	5/1	6:30 pm	Regular Meeting	Proclamation: Affordable Housing Week 2019(May 13-17, 2019)
Tues 5/14	5/8	6:30 pm	Study Session	Discussion: Urban Forest Management Plan (120-minutes)
Tues 5/21	5/15	6:30 pm	Regular Meeting	Public Hearing / Ordinance: Urban Forest Management Plan (60-minutes)
June 2019				
Mon 6/3	5/29	6:30 pm	Study Session w/ Planning Commission	Discussion: Shoreline Master Program Update (60-minutes) Discussion: Urban Forest Management Plan (60-minutes)
Tues 6/4	5/29	6:30 pm	Regular Meeting	Public Hearing / Ordinance: Shoreline Master Program Update (60-minutes)

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Tues 6/11	5/5	6:30 pm	Joint Meeting w/ Parks & Rec	Presentation: Klahanie Master Plan Discussion: Urban Forest Management Plan (60-minutes)
Tues 6/18	5/12	6:30 pm	Regular Meeting	Ordinance: Urban Forest Management Plan (60-minutes)
July 2019				
Mon 7/1	6/26	6:30 pm	Study Session	
Tues 7/2	6/26	6:30 pm	Regular Meeting	
Tues 7/9	7/3	6:30 pm	Study Session	Discussion: Comprehensive Plan Amendments – Urban Forest Management Plan (60-minutes) Discussion: Comprehensive Plan Amendments – Technical Items (30-minutes)
Tues 7/16	7/10	6:30 pm	Regular Meeting	Public Hearing / Ordinance: Comprehensive Plan Amendments – Urban Forest Management Plan (30-minutes) Public Hearing / Ordinance: Comprehensive Plan Amendments – Technical Items (30-minutes)
Aug 2019				
Sept 2019				
Mon 9/2				Labor Day
Tues 9/3	8/28	6:30 pm	Regular Meeting	
Tues 9/10	9/4	6:30 pm	Study Session	
Tues 9/17	9/11	6:30 pm	Regular Meeting	
Oct 2019				
Mon 10/7	10/2	6:30 pm	Study Session	
Tues 10/8	10/2	6:30 pm	Regular Meeting	
Tues 10/15	10/8	6:30 pm	Study Session	
Tues 10/22	10/16	6:30 pm	Regular Meeting	
Nov 2019				
Mon 11/4	10/30	6:30 pm	Study Session w/ Planning Commission	Discussion: Comprehensive Plan / Town Center Sub-Area Plan Amendments – Quality of Life Items (60-minutes) Discussion: Wireless / Small Cell Technology Regulations Update (60-minutes)

Last printed 1/4/19

Tues 11/5	10/30	6:30 pm	Regular Meeting	Public Hearing / Ordinance: Comprehensive Plan / Town Center Sub-Area Plan Amendments – Quality of Life Items (60-minutes) Public Hearing / Ordinance: Wireless / Small Cell Technology Regulations Update (60-minutes)	
Tues 11/12	11/6	6:30 pm	Study Session		
Tues 11/19	11/13	6:30 pm	Regular Meeting	Ordinance: Comprehensive Plan / Town Center Sub-Area Plan Amendments – Quality of Life Items (60-minutes) Ordinance: Wireless / Small Cell Technology Regulations Update (60-minutes)	
Dec 2019					
Mon 12/2	11/27	6:30 pm	Study Session	Discussion: 2020 Comprehensive Plan Amendments – Docket Requests (60-minutes)	
Tues 12/3	11/27	6:30 pm	Regular Meeting	Public Hearing / Resolution: 2020 Comprehensive Plan Amendments – Docket Requests (60-minutes) <u>Consent:</u> Ordinance: Annual Amendments to the Comprehensive Plan	
Tues 12/10	12/4	6:30 pm	Special Meeting		
Tues 12/17	12/11	6:30 pm	Regular Meeting		
	To Be Scheduled		To Be Scheduled		Parked Items
	<ul style="list-style-type: none"> Growth Centers Internet Usage & Social Media Policies <u>Discussion:</u> Issaquah Pine Lake Road Phase 1- Project Update (moved to 2019) Parks Surveillance Camera Policy 		<ul style="list-style-type: none"> Special Events Ordinance Maintenance Safety Program Adoption M&O Strategic Plan Fleet Management Policy Roadway Funding Strategy Maintenance & Fire Station Facility Assessment Franchise Agreement/SPWS Comprehensive Solid Waste Plan 		<ul style="list-style-type: none"> Inner City Bus Service Good Samaritan Law Plastic Bags