



AGENDA

City Council Regular Meeting

6:30 PM - Tuesday, July 2, 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 June 15, 2019 For a Pay Date of June 20, 2019 in the Amount of \$473,784.17	
4 - 9	2. Approval: Claims For Period Ending July 2, 2019 in the amount of \$632,741.07 for Check No. 54317 through 54431 View Agenda Item	
10 - 13	3. Approval Bid Award: Trossachs Stormwater Facility PC3 Berm Repair / May Valley Excavating, Inc. View Agenda Item	
14 - 51	4. Contract: SE 8th St - 218th Ave SE Corridor Preliminary Analysis/ Perteet	

- [View Agenda Item](#)
- 52 - 65 5. **Contract:** 2019-2020 Concurrency Management and Transportation/Traffic Engineering Services Contract/ DEA
[View Agenda Item](#)
- 66 - 99 6. **Contract:** George Davis Creek Fish Passage Project, Design/ PBS Engineering and Environmental
[View Agenda Item](#)
- 100 - 151 7. **Contract:** 2019-2021 Stormwater System Maintenance - Parks & Facilities/ ProVac
[View Agenda Item](#)
- 152 - 158 8. **Approval:** Minutes for the June 18, 2019 Regular Meeting
[View Agenda Item](#)

PRESENTATIONS / PROCLAMATIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

7:10 pm

- 159 - 214 9. **Discussion:** Stormwater Code Amendments
[View Agenda Item](#)

NEW BUSINESS

7:55 pm

- 215 - 229 10. **Discussion:** Public Responsibilities to Resolve Private Drainage Issues
[View Agenda Item](#)
- 230 - 252 11. **Presentation:** Transportation Master Plan - Plans for Community Outreach
[View Agenda Item](#)

COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

9:10 pm

- 253 - 278 12. **Report:** Mayor Christie Malchow
[View Agenda Item](#)
- 279 - 283 13. **Report:** Councilmember Chris Ross
[View Agenda Item](#)

CITY MANAGER REPORT

- 284 14. **Report:** Rick Rudometkin
[View Agenda Item](#)

EXECUTIVE SESSION – IF NECESSARY

ADJOURNMENT

10:00 pm

LONG TERM CALENDAR

285

[View Agenda Item](#)

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: Tracey, Finance Department

Date: June 26th, 2019

Re: Claims for July 2nd, 2019

••0••

39,993.71 +
 82,427.55 +
 10,782.40 +
 499,537.41 +
 632,741.07 *

	\$	39,993.71
	\$	82,427.55
	\$	10,782.40
	\$	499,537.41
Check #54317-54431	\$	632,741.07

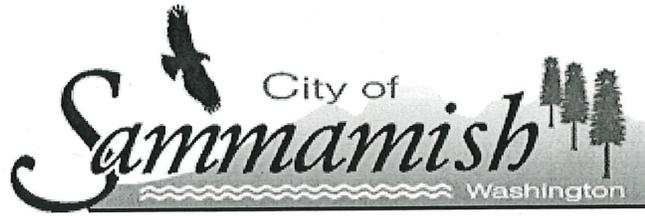
Top 10 Over \$10,000 Payments

Vendor	Amount	Details
Perteet	\$ 83,482.35	SE 4th St improvements
RRJ Company	\$ 71,803.85	Curb ramp retrofit and sidewalk repair
ICMA401	\$ 58,487.71	Employee benefits
Best Parking Lot	\$ 43,914.03	Street sweeping
Kenyon Disend	\$ 33,662.50	Legal
Pace Engineers	\$ 33,469.75	Professional services
Marshbank Construction	\$ 30,453.74	SE 4th St improvements
KPG	\$ 22,503.10	Big Rock Park improvements
ICMA457	\$ 21,199.30	Employee benefits
City of Bellevue	\$ 20,196.00	ARCH contriution Q3

Accounts Payable

Check Register Totals Only

User: tcartmel
 Printed: 6/14/2019 - 10:41 AM

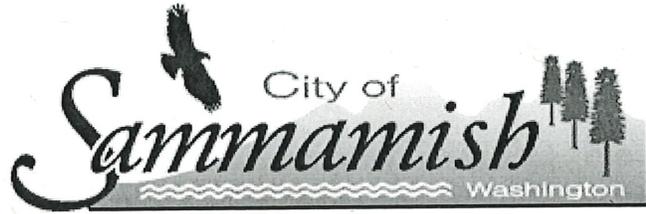


Check	Date	Vendor No	Vendor Name	Amount	Voucher
54317	06/14/2019	COMCAST3	Comcast	1,320.30	54,317
54318	06/14/2019	FUNRENT	Festival Rentals LLC	3,446.60	54,318
54319	06/14/2019	FRONTIR2	Frontier	408.51	54,319
54320	06/14/2019	IJH	Inglewood Middle School	960.00	54,320
54321	06/14/2019	KINGTREA	King County Treasury Div	641.82	54,321
54322	06/14/2019	LMGSECUR	LMG Security	1,766.73	54,322
54323	06/14/2019	MAILPO	Mail Post Sammamish	678.76	54,323
54324	06/14/2019	NESAM	NE Sammamish Sewer & Water	330.99	54,324
54325	06/14/2019	PSE	Puget Sound Energy	9,484.89	54,325
54326	06/14/2019	RACHELC	Rachel Carson Elementary School	175.00	54,326
54327	06/14/2019	VERIZON	Verizon Wireless	13,623.61	54,327
54328	06/14/2019	VOYAGER	Voyager	7,156.50	54,328
Check Total:				39,993.71	

Accounts Payable

Check Register Totals Only

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 Printed: 6/19/2019 - 2:43 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
54329	06/20/2019	CASDU	California State Disbursement Unit	663.50	54,329
54330	06/20/2019	ICMA401	ICMA 401	58,487.71	54,330
54331	06/20/2019	ICMA457	ICMA457	21,199.30	54,331
54332	06/20/2019	NAVIA	Navia Benefits Solution	1,861.87	54,332
54333	06/20/2019	WASUPPOR	Wa State Support Registry	215.17	54,333
				82,427.55	
Check Total:					

Accounts Payable

Check Register Totals Only

User: tcartmel
 Printed: 6/21/2019 - 9:46 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
54334	06/21/2019	AMERICAL	Americall International Inc	299.00	54,334
54335	06/21/2019	BELREDHE	Bel-Red Heating	89.00	54,335
54336	06/21/2019	CENTURY	CenturyLink	58.75	54,336
54337	06/21/2019	REDUTIL	City of Redmond	34.70	54,337
54338	06/21/2019	PSE	Puget Sound Energy	3,444.89	54,338
54339	06/21/2019	REPUBLIC	Republic Services #172	149.54	54,339
54340	06/21/2019	SAM	Sammamish Plateau Water Sewer	6,256.52	54,340
54341	06/21/2019	WALIC	Wa Dept of Licensing	450.00	54,341
Check Total:				10,782.40	

Accounts Payable

Check Register Totals Only

User: tcartmel
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
54342	07/02/2019	AISEMBER	Lilach Aisemberg	500.00	54,342
54343	07/02/2019	ALLTRAFF	All Traffic Solutions, Inc	3,000.00	54,343
54344	07/02/2019	ALMQUIST	Jesse Almqvist	15.25	54,344
54345	07/02/2019	ALPINE	Alpine Products, Inc.	1,128.16	54,345
54346	07/02/2019	ALTUS	Altus Traffic Management	1,538.35	54,346
54347	07/02/2019	ARGUS	Argus Pacific	2,250.00	54,347
54348	07/02/2019	ATWORK	At Work!	7,980.00	54,348
54349	07/02/2019	ATOMIC	Atomic Art Services, Inc	180.00	54,349
54350	07/02/2019	AUTODOC	Auto Doctor	6,687.31	54,350
54351	07/02/2019	BACKGROU	Background Source Intl	810.00	54,351
54352	07/02/2019	BEST	Best Parking Lot Cleaning, Inc	43,914.03	54,352
54353	07/02/2019	BLUETARP	Blue Tarp Financial	973.19	54,353
54354	07/02/2019	BMC	BMC East LLC	154.04	54,354
54355	07/02/2019	BUILDERS	Builders Exchange of WA	44.15	54,355
54356	07/02/2019	CRITERIO	Citerion Pictures USA	395.00	54,356
54357	07/02/2019	BELLCITY	City Of Bellevue	20,196.00	54,357
54358	07/02/2019	ISSCITY	City Of Issaquah	5,595.75	54,358
54359	07/02/2019	CLARITY	Clarity Consulting Engineers	4,300.00	54,359
54360	07/02/2019	CLEANHAR	Clean Harbors Env Svcs Inc	647.73	54,360
54361	07/02/2019	CODEPUB	Code Publishing Inc	2,835.00	54,361
54362	07/02/2019	CRESSY	Cressy Door Co., Inc	80.00	54,362
54363	07/02/2019	DAVEY	Davey Resource Group	5,990.00	54,363
54364	07/02/2019	EVANS	David Evans & Associates, Inc	8,150.59	54,364
54365	07/02/2019	DAVISDOO	Davis Door Service Inc	369.60	54,365
54366	07/02/2019	DEPTECOL	Department of Ecology	54.00	54,366
54367	07/02/2019	FASTENAL	Fastenal Industrial Supplies	668.36	54,367
54368	07/02/2019	FEDERICI	Nick Federici	2,000.00	54,368
54369	07/02/2019	FIBERGRA	Fibergrate Composite Structures	8,282.00	54,369
54370	07/02/2019	1STAMERI	First American Title Company	157.04	54,370
54371	07/02/2019	HDFOWL	H. D. Fowler Company	2,227.10	54,371
54372	07/02/2019	HALL	Alana Hall	99.53	54,372
54373	07/02/2019	HERMANSO	Hermanson Co LLP	3,912.10	54,373
54374	07/02/2019	HONEY	Honey Bucket	2,037.00	54,374
54375	07/02/2019	HOUGHBEC	Hough Beck & Baird Inc	14,135.30	54,375
54376	07/02/2019	HWA	HWA GeoSciences, Inc	676.46	54,376
54377	07/02/2019	ICMA	ICMA	1,400.00	54,377
54378	07/02/2019	JIRSA	Barbara Jirsa	98.77	54,378
54379	07/02/2019	JONESELB	Dylan L.B. Jones	200.00	54,379
54380	07/02/2019	KENYON2	Kenyon Disend PLLC	33,662.50	54,380
54381	07/02/2019	KINGFI	King County Finance A/R	1,949.00	54,381
54382	07/02/2019	KPG	KPG Interdisciplinary Design	22,503.10	54,382
54383	07/02/2019	KRAYNAKL	Lori Kraynak	277.56	54,383
54384	07/02/2019	LWSD	Lake Washington School Dist	330.50	54,384
54385	07/02/2019	LANDEROS	Jami Landeros	500.00	54,385
54386	07/02/2019	MAREN	Marenakos Rock Center	761.45	54,386
54387	07/02/2019	MARSHBAN	Marshbank Construction	30,453.74	54,387
54388	07/02/2019	McINTYRE	Doug McIntyre	89.61	54,388
54389	07/02/2019	MCRAEMIC	Michelle McRae	500.00	54,389
54390	07/02/2019	MICROSOFT	Microsoft	3.30	54,390
54391	07/02/2019	MASA	Mid-America Sports Advantage	282.59	54,391

Agenda Bill

City Council Regular Meeting
July 02, 2019



SUBJECT:	Bid Award: Trossachs Stormwater Facility PC3 Berm Repair / May Valley Excavating, Inc.	
DATE SUBMITTED:	June 24, 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 award and execute a contract with May Valley Excavation, Inc. for construction of the Trossachs Stormwater Facility PC3 Berm Repair Project in the amount of \$116,160 and to administer a fifteen percent (15%) project contingency.	
EXHIBITS:	1. Exhibit 1 - Summary of Bids 2. Exhibit 2- Map Location	
BUDGET:		
Total dollar amount	\$133,584.00	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Surface Water Management Fund Drainage Capital Resolutions (438-413-595-40-63-00)	<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 type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Shall the City Council authorize the City Manager to award and execute a contract with May Valley Excavation, Inc. for construction of the Trossachs Stormwater Facility PC3 Berm Repair Project in the amount of \$116,160 and to administer a fifteen percent (15%) project contingency?

KEY FACTS AND INFORMATION SUMMARY:

On July 25, 2018, the Department of Ecology performed an inspection on the Trossachs Stormwater Facility PC-3. The condition assessment found that the stormwater pond berm and associated

emergency spillway need repair. On January 8, 2019 the City contracted with Pace (formerly SDA) for civil engineering design services to develop construction plans and specifications that would bring the stormwater pond into compliance. On May 31, 2019, the City issued an invitation to bid for the Trossachs Stormwater Facility Berm Repair Project. Three contractors responded, and the lowest responsive and responsible bid was May Valley Excavation, Inc.

FINANCIAL IMPACT:

The construction low bid is \$116,160.00 and an additional construction contingency of \$17,424 will be funded through the Surface Water Management Fund Drainage Capital Resolutions budget, for a project estimate of \$133,584.00.

OTHER ALTERNATIVES CONSIDERED:

Failure to award a construction contract will result in a delay in stormwater pond maintenance and potential capacity failures in the stormwater system. This is not recommended, as delaying or abstaining from stormwater pond maintenance does not meet the City's NPDES permit requirements and is also contrary to the City's Storm and Surface Water Management Comprehensive Plan (2016) and the City Comprehensive Plan.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[City of Sammamish Comprehensive Plan](#)

[Environment and Conservation](#)

- Goal EC.5 Maintain and protect surface water and groundwater resources that serve the community and enhance the quality of life.

[City of Sammamish Storm and Surface Water Management Comprehensive Plan \(2016\)](#)

- Goal 1 (G.1) – Comprehensively evaluate and address problems related to the existing stormwater system and manage storm and surface water systems to ensure longevity of assets.



City of Sammamish
Streets/Stormwater

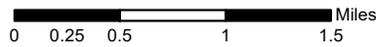
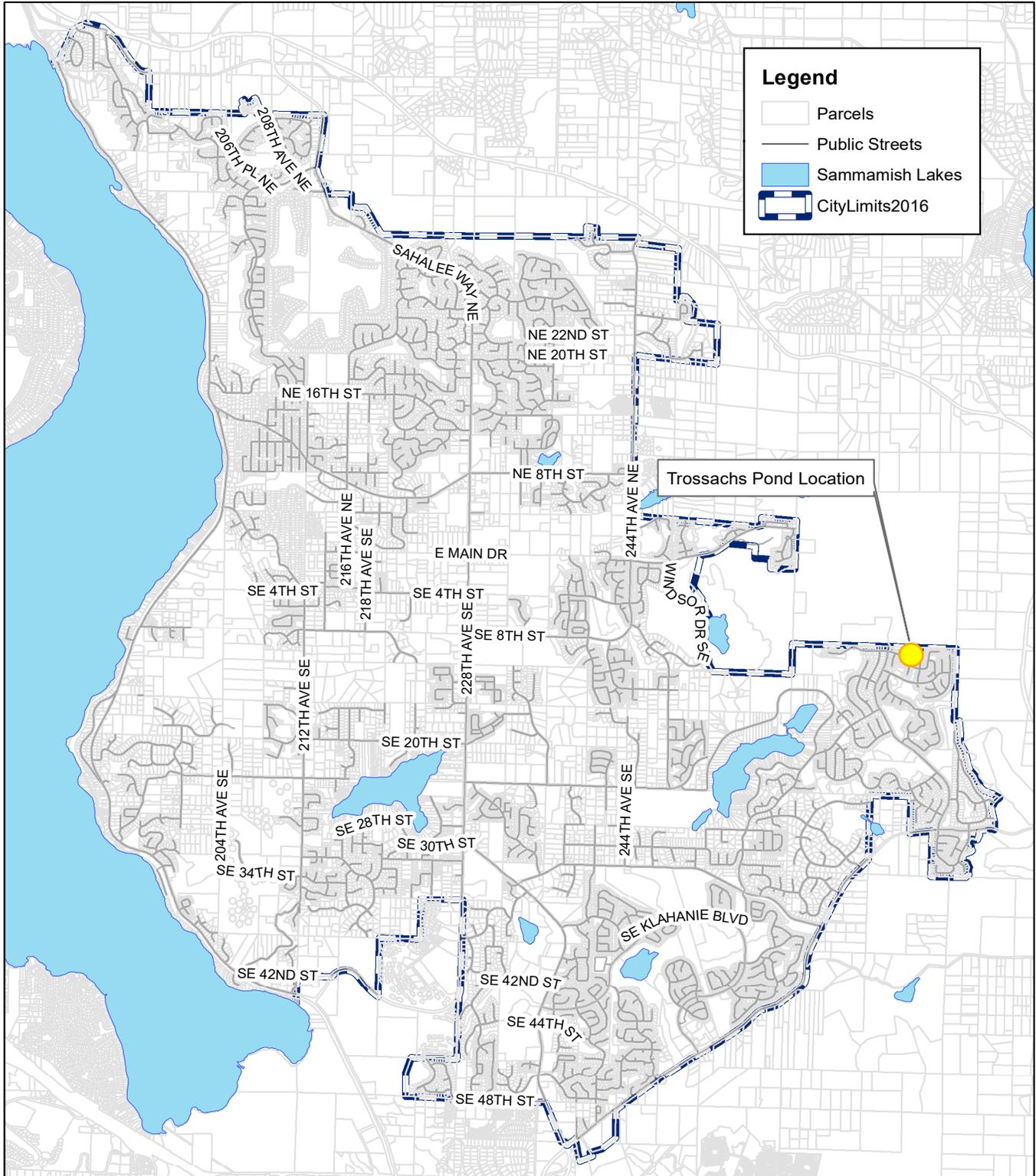
BID OPENING

June 20, 2019
2:00P.M. (local time)

**ITB #19-11
Trossachs Detention Pond Berm Repair**

BIDDER	Form #1 Submittal	Form #2 Qualifications	Form #3 Responsible Criteria	Form #4 References	Form #5 Addendum Addenda #1	Form #6 Non-Collusion	Signatures	Total Bid Amount
1. JBD Excavation	X	X	X	X	NA	X	X	\$ 118,565.00
2. May Valley Excavation	X	X	X	X	NA	X	X	\$ 116,160.00
3. Encore Environmental	X	X	X	X	NA	X	X	\$ 127,480.00
4.								\$
5.								\$
6.								\$
7.								\$
8.								\$
9.								\$
10.								\$
								\$

“The apparent low bidder is May Valley Excavation for \$ 116,160.00”



**Trossachs Stormwater Facility
PC3 Berm Repair
Location Map**

Date Created: 6/25/2019

Agenda Bill

City Council Regular Meeting
July 02, 2019



SUBJECT:	Contract: SE 8th St - 218th Ave SE Corridor Preliminary Analysis / Perteet Inc.	
DATE SUBMITTED:	June 25, 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 enter into a contract with Perteet, Inc. for preliminary design to improve SE 8th St from 212th Ave SE to 218th Ave SE and 218th/217th/216th Ave SE from SE 8th St to Inglewood Hill Rd.	
EXHIBITS:	1. Exhibit 1 - SE 8th St - 218th Ave SE Contract and Scope 2. Exhibit 2 - Vicinity Map SE 8-218th	
BUDGET:		
Total dollar amount	\$500,000	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Trans. CIP - 218th Ave SE (340-152-595-30-63-00); Trans. CIP - 8th/218th: 212th-SE 4th (340-166-595-30-63-00)	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Shall the City of Sammamish enter into contract with Perteet, Inc., for preliminary design to improve SE 8th St from 212th Ave SE to 218th Ave SE and 218th/217th/216th Ave SE from SE 8th St to Inglewood Hill Rd?

KEY FACTS AND INFORMATION SUMMARY:

This corridor consists of two roadway segments, listed on the current Six Year Transportation Capital Improvement Plan (TIP) as Projects TR-18 and TR-42. The general purpose of this analysis is to

determine capacity and safety improvements necessary to accommodate increasing traffic volumes and pedestrian use along the corridor. These roadway segments were first placed on the TIP in 2016 (R2016-187); during design of the SE 4th St project and as a result of discussions with Council and public outreach, Council requested that these corridor segments be added to the TIP and studied for improvement needs to accommodate future increasing traffic resulting from Town Center development and recent City park acquisitions. Additional information and background can be found on the Project Webpage - <https://www.sammamish.us/se8thst-218thave-corridor>.

In April 2019, staff advertised a Request for Qualifications(RFQ) for this project. Four firms submitted qualifications for consideration. Perteet Inc. team was determined to be the best qualified and a detailed scope and fee has been negotiated. The major elements of the analysis include public outreach; traffic analysis; preliminary technical studies which include environment, geotechnical, and stormwater; development of a conceptual roadway footprint; and Project Cost Estimate.

Design requirements for a Collector Arterial roadway will be used to analyze this corridor. Since this is a transportation redevelopment project, it may not be possible to meet all design parameters and it is anticipated that constraints from existing adjacent private properties and environmental critical areas will have an impact on the roadway footprint. This study will determine if there are necessary deviations to the Public Works Standards; highlight constraints and mitigation needs for critical areas; develop a reliable project cost estimate; and provide design guidance for the corridor.

A road concept and design recommendation with cost estimate is anticipated to be presented to City Council in Quarter 2 of 2020 after community outreach and technical analysis has been completed. City Council direction will be sought at that time for approval to establish a proposed roadway concept and design requirements, and finalized through Resolution. Currently funding is only allocated for preliminary analysis. This analysis will provide a scoping level estimate that can be used to plan for future project costs and greatly minimize future budget and timing issues that often arise during projects that do not have a preliminary design phase.

FINANCIAL IMPACT:

The effort for preliminary analysis is included in the 2019-2020 biennial budget. The proposed contract amount for preliminary design is \$409,100 plus a 10% management reserve of \$41,000.

OTHER ALTERNATIVES CONSIDERED:

Council may choose to defer preliminary design of the project until additional engineering or construction funds are allocated and then roll this effort into the complete design package. The likely consequences of deferring preliminary design is increased potential for unanticipated costs, schedule during final design and missed opportunities for grant funding and land acquisition for stormwater detention facilities.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

- [Comprehensive Plan](#) - All of the goals in Transportation and multiple goals in other Elements
- [Transportation Master Plan](#) - Safety for all users; Balancing a connected roadway network and neighborhood character
- [6 Year TIP Projects \(TR 18 & 42\)](#) - Analyze corridor for traffic and safety

[2018 PRO Plan](#) (pg 83) - Southern half of project is within a 1/2 Mile Walkshed to neighborhood parks



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: Pertect Inc. hereinafter referred to as the "Consultant."

Project Description: Preliminary Analysis for SE 8th Street – 218th Avenue SE Corridor, from 212th Avenue SE to Inglewood Hill Road

Commencing:

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 B"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$ 409,100	



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, to the extent arising out of or resulting from any willful misconduct or negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

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



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

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

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

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

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

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

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

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

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

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



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

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

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

7. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, 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 unless such disclosure is required by law or court order.



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

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

18. Record Keeping and Reporting.

18.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data 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: Jim Grueber
 Email: jgrueber@sammamish.us

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

Company Name: Perteet Inc.
 Contact Name: Peter De Boldt, PE
 Street Address: 505 Fifth Avenue South, Suite 300
 Phone Number: 206.436.0532
 Email: peter.deboldt@perteet.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>Peter De Boldt</i>	Date: June 24, 2019
Print Name: Peter De Boldt	Title: Vice President

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

Agreement for Services

Revised 4/7/2019



EXHIBIT A
Scope of Work

SE 8TH STREET – 218TH AVENUE CORRIDOR, FROM 212TH AVENUE SE TO INGLEWOOD HILL ROAD

Agreement with Perteet Inc.

June 24, 2019

EXHIBIT A

CITY OF SAMMAMISH
SE 8th Street – 218th Avenue SE Corridor
212th Avenue SE to Inglewood Hill Road
Preliminary Analysis

Scope of Services
June 24, 2019

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PROJECT DESCRIPTION, DESIGN CRITERIA, AND PROJECT ASSUMPTIONS

Project Description

The City of Sammamish (CITY/CLIENT) is requesting professional engineering services from Perteet, Inc. (CONSULTANT) for Preliminary Analysis of SE 8th Street – 218th Avenue SE Corridor. This multi-street corridor is comprised of three main segments; SE 8th Street from 212th Avenue SE to 218th Avenue SE; 218th Avenue SE from SE 8th Street to SE 4th Street; and 218th/217th/216th Avenues SE/NE from SE 4th Street to Inglewood Hill Road. The segments are classified as collector arterials through primarily residential areas and connect to the west side entrance of the developing Town Center. The roadway cross sections along the corridor vary both in width and type, consisting of rural two-lane cross sections with narrow shoulders and open ditches, and urban “half-streets” with curb, gutter and sidewalk. The past, present and future residential developments will have an impact on the corridor design.

This analysis will develop scoping level documents for a future road improvement project. The conceptual roadway footprint will be based on the City’s Public Works Standards for a Collector Arterial road and refined through a Context Sensitive design approach. The CONSULTANT will gather community input, investigate environmental and topographical constraints; and collect traffic data for analysis. The CONSULTANT will utilize this information to analyze and develop a “best-fit” roadway footprint; determine environmental mitigation needs, storm water treatment needs and possible storm water facility locations; and develop project design parameters and a project scoping estimate. The analysis will document any design deviations that may be necessary and will be the basis for future engineering design. The planning level total project cost estimate for this corridor is \$22.3 million.

The primary goals of this phase are:

1. Develop a preferred concept that is supported by the public
2. Develop an accurate total project cost estimate
3. Identify future design issues
 - a. Stormwater
 - b. Critical Areas
4. Obtain Council approval

The major features of the project include:

- Public Outreach
- Traffic Analysis
- Preliminary Environmental (Wetland and Stream) Analysis
- Preliminary Geotechnical Technical Memorandum

SE 8TH STREET – 218TH AVENUE CORRIDOR, FROM 212TH AVENUE SE TO INGLEWOOD HILL ROAD

Agreement with Perteet Inc.

June 24, 2019

- Preliminary Stormwater Design Analysis
- Roadway Geometric Analysis
- Analysis Summary Reports
- Scoping Level Cost Estimate

The project duration is assumed to be twelve (12) months.

Design Criteria

The design and plans, specifications and estimate (PS&E) will be based on the requirements of the City of Sammamish Public Works Standards and the companion publications and documents detailed in Chapter 6 of the Standards. It is assumed the project will receive federal funds, therefore the latest WSDOT Local Agency Guidelines (LAG) Manual will be followed.

Responsibilities and Services Provided by the CLIENT

The CLIENT will:

- Provide all available existing as-built plans, right-of-way plans, horizontal and vertical monument information, GIS maps, and other mapping information, as available, to the CONSULTANT.
- Review all submittals made to the CLIENT within 15 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed.
- Provide an electronic copy of the aerial photograph to reference into CAD drawings.

Task 1.0 Project Management and Quality Control

1.1 Project Management

Direction of the CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports including the status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

Periodic monitoring of the CONSULTANT'S design budget will occur over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

The CONSULTANT will use Vision to deliver an earned value graph to monitor and visually present project expenditures for the project with each month's progress report.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

1.2 Subconsultant Coordination

Direction of the SUBCONSULTANT and review of their work over the course of the project shall be provided by the CONSULTANT. Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the project. Current status, as well as projections, will be developed. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for increases, modifications, or reductions in scope and/or budget.

1.3 Project Schedule

The CONSULTANT and the CLIENT will jointly develop an overall project schedule showing all major and supportive activities. The schedule shall be prepared to reflect a 12-conceptual design process. The schedule shall be arranged to meet key target dates. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

Deliverables: Project Schedule and Monthly Updates.

1.4 Monthly Invoices/Progress Reports

Monthly invoices will be prepared by the CONSULTANT per CLIENT requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

Deliverables: Monthly Invoices and Progress Reports (12 total).

1.5 Progress Meetings

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. These meetings will be the forums for the CLIENT to provide input and guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

Kick-off Meeting

After receiving notice to proceed from the CLIENT, the CONSULTANT will conduct a project team kick-off meeting with staff expected to be involved in the project and key CLIENT staff. The meeting will be used to discuss key elements of the scope of work, the project schedule, document control, and QA/QC procedures, and to clearly define the roles and responsibilities of the project team members.

Progress Meetings

The CONSULTANT shall prepare for, attend, and document progress meetings, including the kick-off meeting, with CLIENT staff. Meetings will be required for coordination with the CLIENT and other affected agencies. Up to two CONSULTANT staff will attend on average one meeting every third week with the CLIENT's project manager for the duration of the project. The meetings will be held in a location acceptable to the CLIENT and the CONSULTANT.

Internal Team Coordination Meetings

It is anticipated that the CONSULTANT will have internal coordination meetings (in person or via conference call) with the CONSULTANT staff. The purpose of the meetings is to coordinate interdisciplinary issues.

Meeting Totals:

<u>Meeting:</u>	<u>Number:</u>
Kick-off Meeting	1
Progress Meetings	20 (Assumes meeting every 3-weeks for 12 months, plus 4 extra)
Internal Team Coordination Meetings	16 (Assumes meeting every 3-weeks for 12 months in person or via conference call)

Deliverables: Meeting Minutes (21 total).

1.6 Quality Control/Quality Assurance Review

This work element is for the QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover documents, reports, PS&Es, and pertinent information on an on-going basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

Deliverables:

- Pdf Copy of CONSULTANTS QC/QA process.
- A signed statement of quality assurance with each final deliverable documenting that it has been reviewed and deemed to be acceptable.

1.7 Change Management

Project Managers from the CLIENT and the CONSULTANT are responsible for managing changes to the scope and schedule. The CLIENT is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must verify that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CLIENT before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form.

Task 2.0 Traffic Modeling and Analysis

The CONSULTANT will review with the CLIENT existing traffic count information with the and existing conditions that could impact model results to determine the most appropriate existing conditions to model. The

CONSULTANT shall model the 2035 forecast design year based on the CLIENT’s concurrency model for both the AM and PM peak hours. The traffic analysis will focus on the project corridor, including the SE 8th Street/212th Avenue SE intersection and the Inglewood Hill Road/216th Avenue intersection.

2.1 Existing Conditions Analysis (AM and PM)

The CONSULTANT shall obtain intersection turning movement counts for both the AM (7:00-9:00) and PM (4:00-6:00) peak hours at the following study corridor intersections.

1. SE 8th Street and 212th Avenue SE
2. SE 8th Street and 214th Avenue SE
3. SE 8th Street and 218th Avenue SE
4. 218th Avenue NE and SE 1st Street
5. 218th Avenue SE and Main Street
6. 218th Avenue NE and NE 1st Street
7. 216th Avenue NE and NE 4th Street
8. 216th Avenue NE and Inglewood Hill Road

The CONSULTANT shall also collect 24-hour tube count information at two locations along the corridor to collect traffic volume and speed data. One will be collected on the SE 8th Street corridor just east of 214th Avenue SE and the other will be collected on 218th Avenue NE just north of NE 1st Street. The CONSULTANT shall be on-site conducting travel time surveys during the data collection periods to observe and document traffic operations throughout the Study Corridor. Traffic counts shall be collected when local schools are in session.

The CONSULTANT shall start with the City’s operational model (Synchro) within the study corridor and expand it to include all eight study area intersections. The CONSULTANT shall summarize intersection delay and LOS from the Synchro model. The CONSULTANT shall then convert the Synchro study area model into VISSIM for microsimulation and visualization purposes. The VISSIM model will be calibrated using collected field data.

Deliverables:

- Existing 2019 traffic counts in both the AM and PM peak hours at the ten study area intersections along the corridor.
- Existing 2019 Speed Study.
- Existing 2019 Synchro operational model – separate files for AM and PM peak hour
- Existing intersection delay and level of service (LOS) in table form
- Existing 2019 VISSIM simulation model

- Existing queuing and travel times in table form
- One existing conditions simulation video from a “fly over” perspective

2.2 Future 2035 No-build Analysis (AM and PM)

The CONSULTANT shall utilize the City’s forecast (year 2035) demand model to calculate future (year 2035) vehicular demands at all ten study area intersections. The demand model should be consistent with that of the future “Base Case” from the City’s Transportation Master Plan (TMP).

The CONSULTANT shall update the existing conditions Synchro and VISSIM models with the future 2035 turning movement demands.

Deliverables:

- Future year (2035) No-build traffic volumes in both the AM and PM peak hours at the nine study area intersections along the corridor.
- Future year (2035) No-build Synchro operational model
- Future year (2035) No-build intersection delay and LOS in table form
- Future year (2035) No-build VISSIM simulation model
- Future year (2035) No-build queuing and travel times in table form
- Optional Work to be added to contract if necessary in the future: One Future year (2035) No-build conditions video from a “driver” or “fly over” perspective

2.3 Future 2035 Intersection Analysis (AM and PM)

The CONSULTANT shall update the models created in Task 2.2 to create three new 3-lane alternatives. The lane configurations for the improvement alternatives are described as follows:

- **3-lane Roundabout Alternative:** Widen the Study Corridor to a 3-lane roadway (1 travel lane in each direction with a median and/or left-turn pockets at major intersections) with bike lane, curb, and sidewalk. Any intersection not meeting City operational standards in the No-build condition will be mitigated with the installation of a new mini-roundabout.
- **3-lane Stop-Sign (or Signal) Controlled Alternative:** Widen the Study Corridor to a 3-lane roadway (1 travel lane in each direction with a median and/or left-turn pockets at major intersections) with bike lane, curb, and sidewalk. Any intersection not meeting City operational standards in the No-build condition will be mitigated with the installation of a minor-street stop sign control, or a four-way stop.
- **Preferred Alternative:** The preferred alternative, which may be a blend of the 2 alternatives listed above.

Deliverables:

- Future year (2035) with 3-lane Project Synchro operational models (Roundabout, Stop Sign controlled, and Preferred Alternative)
- Future year (2035) with 3-lane Project intersection delay and LOS in table form
- Future year (2035) With 3-lane Project VISSIM simulation models (Roundabout and Stop Sign controlled)
- Future year (2035) with 3-lane Project queuing and travel times in table form
- Future year (2035) with 3-lane Project conditions videos for each VISSIM developed, each with a “fly over” perspective.

2.4 Signal Warrant and Stop Control Warrant Analysis

A signal warrant analysis will be conducted for the 212th Avenue SE and SE 8th Street unsignalized intersection, and for the 218th Avenue SE and SE 8th Street if it does not meet the City’s operational standard in the No-build condition (Task 2.1). Stop Control Warrant analysis will be conducted at the other corridor intersections if they do not meet the City’s operational standard in the No-build conditions (Task 2.1). The analysis will be based on the Manual on Uniform Traffic Control Devices (MUTCD, 2009 edition). Twenty-four-hour tube counts will be collected at each intersection above that requires the warrant evaluation. Tube counts will be collected at all intersection legs except for the south leg of 218th Avenue SE at SE 8th Street (total of 7 lefts) for multi-hour volumes for the signal warrant analysis. The analysis will scale current tube count volumes by the ADT provided in task 2.1 to evaluate a 2035 warrant analysis.

Deliverables:

- Signal warrant analysis findings.

2.5 Traffic Technical Report

The Traffic Technical Report shall document the assumptions, methodology, findings, conclusions, and recommendations of traffic modeling, traffic operational analysis, and signal warrant analysis. Desired improvements for the study corridor will be highlighted. VISSIM video clips shall be provided for City Council and/or public meetings.

Deliverables:

- Traffic Technical Report (draft), electronic (PDF) format.
- VISSIM video clips for City Council and/or public meetings.

2.6 Update to Traffic Technical Report

The CITY staff shall review the Traffic Technical Report and provide one set of consolidated, non-conflicting, comments to the CONSULTANT in written format. The CONSULTANT shall revise the report to incorporate to the

comments of the CITY staff. A final report shall be submitted to the CITY’s Project Manager. The CONSULTANT shall revise the report one time only.

Deliverables:

- Traffic Technical Report (final), electronic (PDF) format.

Task 3.0 Public Involvement

The goal of the community involvement task is to gather from and provide information to the public about the project and its status, and to establish a forum for the community and affected property owners and City leadership to provide input in the development of the project.

3.1 Communications Plans

The CONSULTANT will provide a Communications Plan that describes the outreach strategy for the project, key project messages, and tools and techniques that will be used to solicit input from City leadership, key stakeholders, community organizations, nearby businesses and residents and the broader public. The Communications Plan will include a public outreach schedule and describe how public input will be used to inform identification of the preliminary design. The plan will also outline all communications tasks, roles and responsibilities, external and internal stakeholders, target audiences, limited-English speaking populations, strategies for ensuring inclusive and equitable outreach, local avenues for communication and notification, and recommended City-led briefings and media and/or social media strategies. The CONSULTANT will conduct a high-level demographic analysis of the current population to identify the need for any project translations to support the outreach process

Assumptions:

- City staff will provide timely and coordinated review of all draft strategies and materials to streamline production and team efficiency.
- The City will identify and provide contact information (email, mail and phone) for project point of contact at the City to include on all outreach materials.
- The City will manage public inquiries received via the point of contact and take the lead in preparing responses to questions. The City will share these communications, as appropriate, to inform public outreach plans and/or the final outreach summary.

Deliverables:

- One (1) draft and one (1) final communications plan

3.2 Public Meeting

Public meetings provide an opportunity for the broader public to meet with project staff and offer meaningful input at key decisions points as a part of the preliminary design phase. One public meeting is planned for this project.

The meeting will be held to present potential corridor design options and to gather information from the public regarding their current experience using the corridor and key concerns that can be considered as the team identifies and evaluates potential design options.

The CONSULTANT will develop a meeting plan, materials (i.e., comment form, sign-in sheets, handouts and display boards) and agendas for the public meeting. The CONSULTANT will also set-up, staff and facilitate the public meeting. Support will also include scheduling, leading meeting logistics, determining room layout, providing event equipment and supplies, and documenting input received.

Assumptions:

- The City will be responsible for all direct costs of the in-person event, including potential venue fees and refreshments.

Deliverables:

- Coordination for and staff support and/or facilitation (1 staff and 1 facilitator) for one (1) public meeting
 - One (1) public meeting plan
 - One (1) public meeting agenda
 - One (1) facilitation guide/annotated agenda
 - One (1) comment form
 - One (1) public meeting summary
 - One (1) team preparation meeting

3.3 Online Open Houses

At the outset of the project, an online open house will be deployed to gather input from the community on their priorities, goals and future vision for the corridor. This input will be used to inform the development of initial alternatives.

To complement the public meeting, the CONSULTANT will develop a second online open house to share the same content that will be displayed at each in-person event and solicit feedback from the community via an online survey. This tool is particularly helpful to solicit broader public input from those who are unable to attend the in-person meeting yet still have a desire to provide their input on the project. All content developed for the public meeting will be used to populate the online open house, minimizing independent content development effort needed to specifically support the online open house.

The online open house includes use of a custom sub-domain website that will be seamlessly linked from the City’s website, project-specific customized layout, station tabs to match in-person meeting station materials, fully responsive design (i.e., for smart phones, tablets, etc.), integration with Google Translate and social share, and a full report of comments submitted.

Assumptions:

- The online open house will include one (1) custom sub-domain, customized theme (header graphic, headline and button colors), up to five (5) station tabs per deployment, fully responsive design, integration

with Google Translate and social share, capture and report of submitted comments, hosting for up to one month per deployment, and upload of all content. Content will be largely provided by the City or be similar to print materials, requiring an assumed lower level of effort for content development.

Deliverables:

- Two (2) online open houses and related comment exports

3.4 Outreach Materials and Notifications

The CONSULTANT will develop content and provide graphic design support for project materials and notifications and provide updates as the project progresses and/or key milestones are reached. Materials will include the development of a project fact sheet, frequently asked questions (FAQ) document, and display boards for public meetings. Notifications will include the development of project posters, online and/or print display ads and project postcards. Notification content can also be used by City staff to apply to the City’s website, social media, e-newsletter and newsletter, and/or provided to local organizations, homeowner associations, and key stakeholders to use in their own independent avenues for communicating with the community.

The CONSULTANT will work with City staff to update the project website updates at key milestones, using information from the project fact sheet and FAQ document, as well as other sources.

Graphic renderings shall be in full color, with digital design and survey bases, typical cross sections, aerial photos, and site photos provided to the design team for use in the development of the graphic renderings.

Assumptions:

- For public meeting materials, City staff and CONSULTANT will provide public-friendly maps and data to incorporate into meeting displays with minimal graphic changes.
- The City will take the lead in notifying the public for the public meeting and other opportunities to provide input (i.e. event outreach, tabling, and briefings) with support on strategy, content and notifications from the CONSULTANT. The City will lead:
 - Coordination of and payment for direct mailings with the City’s preferred vendor using a “print-ready” copy of the final mailer
 - Placement of display ads with print and/or online publications
 - Distribution of information via the City’s website, social media, e-newsletter and/or mailed newsletter and providing content to other local avenues of communication
 - Placement event notification posters along the corridor at local gathering places
 - Maintenance of a stakeholder email list of interested parties
- The City will take the lead role on any proactive media outreach and media response for the project.

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- The City will print any outreach materials when possible unless they do not have the equipment to produce a piece. In that case, the City will be billed directly for all external printing or mailing services, including display boards and translation services.
- On-site signage (i.e. variable message signage) will be installed by City field crews to advertise public events.

Deliverables:

- Two (2) 3D photorealistic renderings at key locations determined by the design team and the City.
- One (1) rendered plan view of the entire corridor.
- Materials and notifications (1 draft and 1 final of each):
 - Fact sheet (initial and 1 update)
 - FAQ (initial and 1 update)
 - Display boards (8 Total)
 - On-site variable message signage (1)
 - Display advertisements (online or print; 1 total)
 - Poster (2 total)
 - Postcard (2 total)
 - Content for two (2) rounds of notification for the City to post or distribute through other local avenues of communication
 - Content for up to two (2) project website updates

3.5 Outreach Summary Report

The CONSULTANT will prepare an outreach summary at the end of the public outreach process for Phase 1. The summary will include an overview of the outreach approach, how input was solicited and used to inform the preliminary design, what was heard from key stakeholders, local organizations and the public during the outreach process, and an evaluation of the outreach process. This information can be used to inform the outreach process for future project phases, grant applications, and/or for future award applications for the project.

Assumptions:

- CITY will review the draft report and provide consolidated comments in a timely manner (2 weeks)

Deliverables:

- Support for one (1) City Council briefing (further described in task 7)
- One (1) draft and one (1) final outreach summary report

Task 4.0 Technical Memorandums

To support the alternatives analysis and preliminary project design, the environmental documentation is limited to an existing conditions memorandum, stream crossings memorandum, preliminary geotechnical report, preliminary retaining wall evaluation technical memorandum, infiltration evaluation technical memorandum, and preliminary storm drainage report. Implementation-level environmental documentation to fulfill SEPA or NEPA requirements will be prepared as a supplement during Phase 2- Final Design.

4.1 Critical Areas Existing Conditions Memorandum

The CONSULTANT shall prepare a Critical Areas Existing Conditions Memorandum to identify key discriminators and environmental constraints for up to three design alternatives along the same alignment. A desktop review will be conducted to review critical areas maps, environmental information, and GIS data from the City, County, and various state agencies. In addition to identifying potential environmental constraints, the Existing Conditions Memorandum shall identify possible mitigation strategies and permitting implications associated with the three design alternatives.

Specific topics addressed in the Existing Conditions Memorandum will include:

- wetlands,
- streams,
- floodplains or floodways,
- other fish and wildlife habitats (including priority and federally listed species), and
- geologically hazardous areas.

These topics will be addressed at a screening level to inform alternatives comparison and decision-making. The CONSULTANT will conduct one day of field work to identify the approximate locations of streams and wetlands at a reconnaissance level. Wetland boundaries and ordinary high-water marks of streams will not be delineated or marked in the field. The wetlands will not be formally rated, but a classification for each will be assumed to support rough impact quantification and mitigation needs assessment.

The Memorandum will assess expected permits and approvals that will be required for each of the three alternatives, including federal permits such as the Clean Water Act (CWA) Section 404 permit, state permits such as the Hydraulic Project Approval and CWA Section 401 Water Quality Certification, and local permits such as clearing, grading, and critical areas permits.

Deliverables:

- Draft Critical Areas Existing Conditions Memorandum for review and comment (electronic PDF)
- Final Critical Areas Existing Conditions Memorandum (electronic PDF)

Assumptions:

- The critical areas reconnaissance will be conducted prior to development of the alternatives.
- Stream and wetland reconnaissance effort will be limited to one field day. Approximate wetland boundaries and stream locations will be marked in the field on aerial photos. Reconnaissance will be limited to 100 feet to either side of the improved road corridor and to the road-facing wetland edge or ordinary high-water mark (for stream segments that are not perpendicular to the road). Field work will be conducted from the road right-of-way except where the City has secured property access. Where access has not been granted, the boundaries of potential wetlands and streams will be approximated based on observations made from the road right-of-way or other public land.
- Wetland data pits will not be recorded; formal wetland ratings will not be completed.
- No permit or approval applications will be prepared.
- Memorandum figures will be limited to a vicinity map, project area map, and wetland/stream reconnaissance exhibit.
- No new data will be collected except for the reconnaissance-level wetland and stream boundaries and locations.

4.2 Preliminary Stream Crossings Memorandum

The CONSULTANT shall prepare a Preliminary Stream Crossings Memorandum that will describe existing conditions of stream crossings and considerations for the design and construction of up to three fish passable structures within the project area. Field measurements of each channel's bankfull width will be collected along with photo documentation of channel conditions. The memorandum shall document average bankfull widths for each of the three channels and recommendations for fish passable culvert widths in accordance with Stream Simulation methods. The memorandum shall also provide descriptions of hydrologic, hydraulic, and geomorphological conditions based on available data.

The CONSULTANT will meet with the City and select agencies (anticipate Washington Department of Fish and Wildlife and potentially the Muckleshoot Indian Tribe) at the site to review and confirm the bankfull width and culvert span design recommendations.

Deliverables:

- Draft Preliminary Stream Crossings Memorandum for review and comment (electronic PDF).
- Final Preliminary Stream Crossings Memorandum (electronic PDF).

Assumptions:

- Hydrologic and/or Hydraulic modeling needs will not be performed but recommendations for future modeling needs will be summarized.
- City will provide access 200 feet upstream and downstream from each crossing.
- See additional CONSULTANT requirements in Section 5.3 assumptions pertaining to analysis and documentation of project needs/impacts required by SMC 21A.50, Environmentally Critical Areas.

4.3 Preliminary Geotechnical Technical Memorandum

The CONSULTANT’s geotechnical contribution to the project will include assessment of sloping areas within the corridor, assessment of wall and foundation types, assessment of potential infiltration locations, embankment material and design considerations, and assessment of erosion potential. In order to complete a geotechnical scope of work, the geotechnical portion of the project will include three phases.

Research

The CONSULTANT shall begin with a literature search of readily-available information. The CONSULTANT shall review readily-available information including Soil Conservation maps (NRCS), USGS maps, LIDAR maps, City of Sammamish information, and reports prepared by the CONSULTANT or others in the area. A thorough review of the available information will provide valuable information, allowing efficient planning of the on-site fieldwork.

Field Reconnaissance

The CONSULTANT shall perform a site walkover of the project area. At that time, the CONSULTANT shall map the exposed geology and document the current condition of the project area.

Preliminary Technical Memorandum

Upon conclusion of the literature research and field reconnaissance, the CONSULTANT shall provide a preliminary geotechnical report describing the findings. Preliminary findings in the report will include:

- General geologic characterization along the corridor,
- Qualitative assessment of slope stability along the corridor,
- Qualitative assessment of the erosion potential along the corridor,
- Qualitative assessment of the existing roadway pavement and it’s potential for salvaging.
- Conceptual wall alternatives for the cut and fill sections along the corridor,
- Conceptual foundation alternatives for the stream crossing structures at the corridor,
- Possible stormwater infiltration locations along the corridor,

- Possible embankment fill material to be used along the corridor, and
- Potential design considerations to be considered for future phases.
- Documentation of any additional design requirements that may be necessary

Deliverables:

- Draft Preliminary Geotechnical Technical Memorandum for review and comment (electronic PDF)
- Final Preliminary Geotechnical Technical Memorandum (electronic PDF)

Assumptions:

- The CONSULTANT'S site reconnaissance will be limited to public right-of-way and properties where the CITY has secured access. Where access has not been granted, the CONSULTANT'S observations will be made from the road right-of-way or other public land. Vegetation clearing by the CONSULTANT will not be performed.
- No subsurface explorations will be done in this phase.
- Geotechnical engineering analyses involving calculations will not be performed during this phase. Pavement design, wall design, slope stability, settlement, infiltration, and foundation design will be performed during the next phase of the project.
- The CONSULTANT will assess erosion potential along slopes adjacent to the corridor. Erosion potential along the upstream and downstream stream embankments will not be assessed.
- The CONSULTANT will review SMC 21A.50, Environmentally Critical Areas prior to any site assessments and address all report requirements that can be performed without calculations or subsurface exploration.
- The CONSULTANT will evaluate the conceptual roadway design and provide summary of design elements that will need future consideration and analysis to meet SMC 21A.50 requirements.
- The CONSULTANT will review and collect records from King County Health Department for adjacent parcels with On-Site Sewage Disposal Systems.

4.4 Preliminary Storm Drainage Design Memorandum

This is a *transportation redevelopment project* that will be adding more than 2,000 square feet of new impervious surfacing and require drainage improvements. The CONSULTANT shall prepare a conceptual level stormwater analysis of the project area, including:

- Conduct one site visit to evaluate existing drainage patterns and existing drainage systems, and natural discharge locations.

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- Review the City of Sammamish GIS database, as-builts, and hydraulic information for existing storm drainage systems as provided by the City. Determine the drainage basin(s) and Project Threshold Determination Areas (TDAs).
- Estimate the existing impervious, new impervious, and new pervious areas for the preferred roadway alternative
- Determine and document the project storm drainage requirements for the preferred roadway alternative
- Determine if on-site detention is feasible or if property acquisition is necessary for off-site storage.
- Prepare a preliminary stormwater summary memorandum summarizing the flow control and water quality best management practices (BMPs) and possible locations investigated for the preferred roadway alternative. Summarize the nine core requirements and five special requirements and options available for the project to meet the requirements as defined in the King County 2016 Stormwater Design Manual and amended by the City of Sammamish.
- Identify the existing stormwater facilities adjoining the project and evaluate the potential feasibility of modifying one or more of the facilities to meet part of the flow control and/or water quality requirements for the project.
- Develop a preliminary storm drainage schematic level plan showing potential flow control and water quality facility locations and approximate sizes for the preferred alternative.
- Provide preliminary stormwater/drainage cost estimate for the preferred alternative.
- Summarize the existing stormwater facilities information known such as year constructed, function, design criteria and feasibility to use (included with the memorandum).
- Preliminary storm drainage schematic level exhibit for the preferred alternative identifying general flow direction, likely detention and treatment facility locations and outfall locations.

Deliverables:

- Draft Stormwater Summary Memorandum for review and comment (electronic PDF)
- Final Stormwater Summary Memorandum (electronic PDF)
- Preliminary stormwater/drainage cost estimate for the preferred alternative.

Assumptions:

- Flow Control and Water Quality modeling will be done using an approved continuous hydrologic model as listed in the King County 2016 Stormwater Design Manual to develop general size requirements for flow control and water quality to a preliminary design level.

- Soils information will be based on NRCS mapping of the area and historical soil information provided by the City of Sammamish.
- No quantitative analysis will be conducted to size storm drainage conveyance.
- Preliminary stormwater summary memorandum will include schematic level drainage plans showing approximate locations, types, and preliminary footprint areas. No drainage profiles, details, or grading will be provided.
- Design will follow the King County 2016 Stormwater Design Manual as amended by City of Sammamish.

Task 5.0 Alternatives Analysis (10% Design)

5.1 Review of Existing Data

The CONSULTANT shall review all CITY provided as-builts, developer plans, and CITY GIS data within the project area. Aerial photo and GIS data will be used to develop a conceptual basemap for exhibits.

5.2 Project Site Visits

The CONSULTANT anticipates conducting up to four (4) site visits with up to two (2) CONSULTANT staff during the Alternatives Analysis to become familiar with the site. CLIENT staff will be present at the site visits, if requested.

5.3 Concepts Development

Based on information gathered regarding existing conditions and public feedback as described in tasks 2-4, the CONSULTANT will develop up to three (3) concept alternatives. The concept alternatives will depict the scenarios modeled in Task 2 and a “best fit” context sensitive concept that provides equal or better performance in value, safety and maintenance.

This will include up to two team working sessions with key consultant and City staff to explore design concepts.

3 Lane Section

The basic roadway to be evaluated will be a Collector Arterial consisting of two lanes with a center turn lane, bike lanes, planter strips, and sidewalks to be installed within City right-of-way on both sides of the road. Alternatives will be evaluated for intersection type, environmental constraints, and concerns raised through public outreach and may include the following:

- Planted median locations and widths vs continuous two way left turn lane.
- Two-lane vs three lane section
- On street parking
- Non-motorized facility types
- Intersection types i.e. stop sign control or roundabouts for the intersections listed in Task 2.1.

Assumptions:

- All drawings will be prepared in AutoCAD 2016 format, utilizing the CONSULTANT’s CAD standards, and will be drawn at one-inch equals forty feet for 11”x17” plans.
- Roll plots and 11”x17” exhibits will be developed.
- CITY shall provide all as-builts, developer plans, and GIS data within the project area.
- GIS will be utilized for right of way and parcel lines and are not to be considered resolved boundaries.
- Utilize as-built roadway profile info and input into CAD where needed.
- Simple measurement tools will be utilized to collect localized information where needed, e.g. driveway slopes and elevation differences critical culvert crossings. Detailed and complex survey is not a part of these services.
- The design speed will be established by the CITY prior to the development of horizontal or vertical concept alternatives without analysis by the CONSULTANT.
- Up to two horizontal concepts (cross-sections) will be developed for up to four roadway segments.
- Up to two intersection control alternatives will be developed for each of the intersections pending traffic analysis results.
- Areas of significant vertical change will be analyzed based on Lidar surface contours to determine the potential extends of improvements required for these areas to meet slope and vertical curve standards based on the maximum and minimum design speeds for a Collector Arterial road. (Areas of significant vertical change is defined as locations where the existing grade would need to change to meet culvert clearance requirements or stopping sight distance requirements.)
 1. 218th Ave NE approximately 600’ north of SE 8th St
 2. 217th Ave NE approximately 300’ north of NE 1st St
- Preliminary cost estimates will not be developed for alternative analysis purposes.

Deliverables:

- Simple cross-sections created using street mix
- Colored roll plots for the corridor
- Colored 11x17 exhibits for the intersection alternatives

5.4 Preferred Concept

Based on feedback from the second series of public engagement effort, the CONSULTANT will develop the preferred alternative which may consist of a combination or hybrid of alternatives from the previous step.

A cost estimate for the preferred concept will be developed including: design, construction, and right-of-way acquisitions costs for the entire length of the project.

Assumptions:

- The preferred concept will be a refinement of the concept development task alternatives, and not a new concept.
- The ROW need will be assessed, and a factor of the assessed value based on the City's recent CIP project data will be assigned to determine an approximate ROW cost.
- There will not be a ROW sub-consultant on the team for this phase of work.
- A cost estimate will only be developed for the preferred alternative.

Deliverables:

- Roll plot of preferred concept overlaid on an aerial photo with GIS ROW lines
- Preliminary Cost Estimate
- Rendering of preferred concept (includes revisions to all renderings identified under Task 6.3, and one (1) additional 3D photorealistic rendering).

5.5 Design Report

A Design Report shall be prepared for this project by the CONSULTANT. The document will be used to brief the Council and public on the process used to develop the preferred alternative. The document will describe the methods and assumptions used to develop the preferred alternative, provide schematic details of the preferred alternative and assemble all technical memorandums as appendices.

Assumptions:

- The CONSULTANT will document deviations from the Public Works Standards. For each deviation, the CONSULTANT will provide
 - a description of unique circumstances justifying the deviation request, and
 - a detailed description of the proposed deviation design.
- CITY will review the draft design report and provide consolidated comments in a timely manner (2 weeks)

Deliverables:

One draft and one final Design Report including the following elements:

- Traffic Analysis Summary (Task 2)
- Public Involvement Summary (Task 3)
- Critical Areas Existing Conditions Memo (Task 4.1)
- Preliminary Stream Crossing Memo (Task 4.2)
- Preliminary Geotechnical Technical Memorandum (Task 4.3)
- Preliminary Storm Drainage design and Report (Task 4.4)
- Summary of concept alternatives (Task 5.3)
- Preferred concept (Task 5.4)
 - Undergrounding existing overhead utilities
 - Illumination recommendations
- Cost estimate of preferred concept (Task 5.4)
- Design Deviation Summaries (Task 5.5)

Task 6.0 City Council

It is assumed that the City Council will be adopting the preferred concept as outlined in the Design Report.

6.1 Council Briefing

The CONSULTANT will provide support for the team and City staff in preparation for briefing City Council. The CONSULTANT's support will include providing an interim report on the outreach process and any key takeaways learned to date to inform Council discussion and/or guidance and decisions on the preliminary design.

Council Meeting

It is anticipated that the up to two CONSULTANT staff will attend one (1) meeting with the City Council to present the Design Report and preferred concept.

The CONSULTANT shall prepare a Council Memorandum and PowerPoint presentation for use at the City Council Meeting for the project. The goals and format of the presentation will be developed collaboratively with the CLIENT.

Task 7.0 Utility Coordination

7.1 Utility Coordination

Franchise utility coordination will be the responsibility of the CONSULTANT. The CONSULTANT will arrange one utility coordination meeting with Sammamish Plateau Water and Sewer and other franchise utilities to introduce the project and to gather utility information. The CITY shall secure the meeting location. The CONSULTANT shall prepare and distribute the meeting agenda and meeting minutes to all participants.

The CONSULTANT shall prepare and send a notice containing the scope and schedule of the project to all public and private utility agencies impacted by the CITY's project. The CONSULTANT will request as-builts and any future plans for above and below ground facilities from public and private utilities serving the project area. The CITY will provide the CONSULTANT with a list of Utilities to be contacted.

Deliverables:

- Utility Coordination Meeting Minutes
- Utility coordination log (Excel based spreadsheet) submitted via e-mail in Excel format.

Task 8.0 Optional Services

Optional Services are to be utilized only for unforeseen added work that is not included in this Scope of Services. The CONSULTANT shall obtain written authorization from the CITY prior to doing any work under Optional Services. The compensation amount for work under Optional Services must be agreed to prior to the commencement of the work and will be paid for with the Management Reserve funds. The CITY will not compensate the CONSULTANT for work under Optional Services without prior written authorization and agreement on the compensation amount.

Optional Services may include:

- Tree assessment
- Preparation for and attendance at additional Council meetings
- Fly over simulation
- Staking ROW
- True Value Right of Way Cost Estimate
- Full topographic survey

PHASE 2 - FINAL DESIGN AND PS&E

Funding is currently not available for additional project phases. In the event that funding was to become available and dependent on the satisfactory performance of the CONSULTANT team, additional phases of work will be will be negotiated as a separate supplement to this contract.

Consultant Fee Determination Summary



505 Fifth Avenue S., Suite 300, WA 98104 | P 425.252.7700

Project: SE 8th St - 218th Ave Corridor, from 212th Ave SE to Inglewood Hill Rd
 Client: City of Sammamish

Hourly Costs Plus Fixed Fee Estimate

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	127.00	93.00	\$11,811
Sr. Associate	14.00	67.00	\$938
Sr. Associate	10.00	68.75	\$688
Sr. Engineer / Mgr	390.00	63.00	\$24,570
Sr. Engineer / Mgr	28.00	67.00	\$1,876
Engineer III	338.00	47.00	\$15,886
Engineer II	316.00	35.00	\$11,060
Engineer I	399.00	33.50	\$13,367
Technician III	76.00	37.00	\$2,812
Accountant	15.00	41.00	\$615
Total Direct Salary Costs	1,713.00		\$83,623
Overhead @		189.23%	\$158,240
Fixed Fee @		32.00%	\$26,759
Total Labor Costs			\$268,622

Reimbursables

<u>Expenses</u>	<u>Amount</u>
Miscellaneous Expenses	\$200.00
Traffic Counts/Parking Invent.	\$3,400.00
Reproduction - Reimbursed	\$100.00
Total Expenses	\$3,700.00

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Mileage - \$.58	1,569	\$0.580	\$910.00
Total In-House Costs			\$910.00

Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
EnviroIssues, Inc.	\$43,520.00	1.00	\$43,520.00
Hough Beck & Baird, Inc.	\$16,156.00	1.00	\$16,156.00
Shannon & Wilson, Inc.	\$76,192.00	1.00	\$76,192.00
Total Subconsultants	\$135,868.00		\$135,868.00

CONTRACT TOTAL **\$409,100.00**

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.

Prepared By: Peter G De Boldt Date: June 24, 2019



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

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

Invoice #: _____ Invoice Date: _____

Consultant: _____

Mailing Address for Payment: _____

Telephone: _____

Email Address: _____

Specific Program – Contract # - Task Order:

Contract Period: _____ Reporting Period: _____

AMOUNT REQUESTED THIS INVOICE: \$ _____

Authorized Signature: _____

PLEASE ATTACH INVOICE
 With Itemized Description of Service Provided

For Department Use Only

Total Contract Amount	\$		Authorization to Consultant: \$
Previous Payments	\$		Account Number:
Current Request	\$		
Balance Remaining	\$		Date:

Approved for Payment By: _____ Date: _____



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"/> 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) ▶ _____ 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)

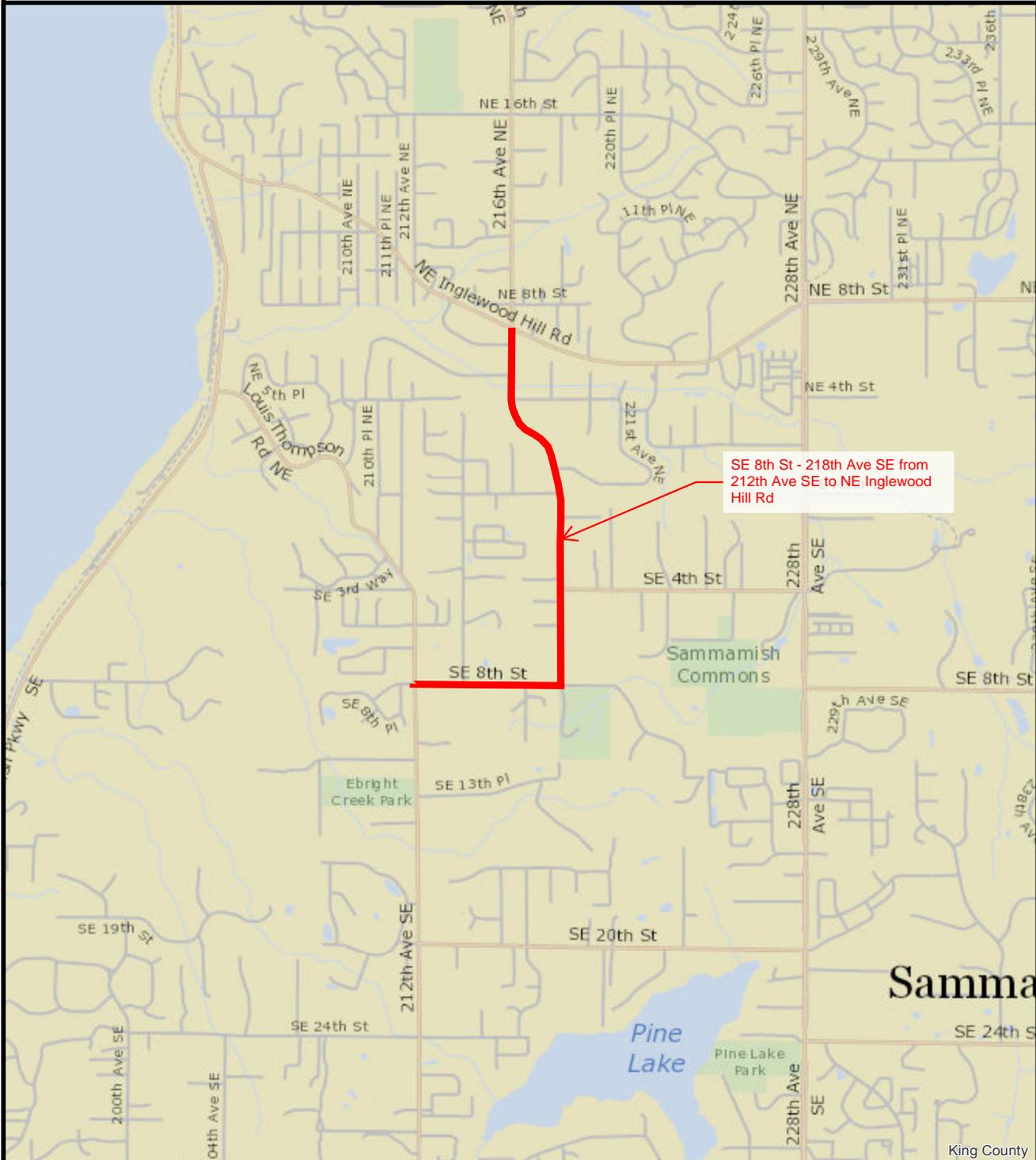
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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)

SE 8th St - 218th Ave SE Vicinity Map



SE 8th St - 218th Ave SE from
212th Ave SE to NE Inglewood
Hill Rd

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 1/9/2019

Notes:

Exhibit A



King County

Agenda Bill

City Council Regular Meeting
July 02, 2019



SUBJECT:	Traffic Engineering Services Contract: 2019-2020 Concurrency Management and Transportation/ DEA.										
DATE SUBMITTED:	June 24, 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 consultant contract with David Evans & Associates, LLC to provide professional engineering services in an amount not to exceed \$650,000.										
EXHIBITS:	1. Exhibit 1 - 2019-2020 Concurrency Management and Transportation Engineering Services Contract										
BUDGET:	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$650,000</td> <td><input checked="" type="checkbox"/> Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td> Concurrency Management System (101-000-544-40-41-08); Transportation Model (101-000-544-40-41-06); Professional Services (101-000-542-10-41-00) </td> <td> <input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact </td> </tr> </table>			Total dollar amount	\$650,000	<input checked="" type="checkbox"/> Approved in budget	Fund(s)	Concurrency Management System (101-000-544-40-41-08); Transportation Model (101-000-544-40-41-06); Professional Services (101-000-542-10-41-00)	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact		
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Fund(s)	Concurrency Management System (101-000-544-40-41-08); Transportation Model (101-000-544-40-41-06); Professional Services (101-000-542-10-41-00)	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact									
WORK PLAN FOCUS AREAS:	<table border="0"> <tr> <td><input checked="" type="checkbox"/> Transportation</td> <td><input type="checkbox"/> Community Safety</td> </tr> <tr> <td><input type="checkbox"/> Communication & Engagement</td> <td><input type="checkbox"/> Community Livability</td> </tr> <tr> <td><input type="checkbox"/> High Performing Government</td> <td><input type="checkbox"/> Culture & Recreation</td> </tr> <tr> <td><input type="checkbox"/> Environmental Health & Protection</td> <td><input type="checkbox"/> Financial Sustainability</td> </tr> </table>			<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability
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<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:
 Shall the City of Sammamish enter into consultant contract with David Evans & Associates LLC, for concurrency management and transportation/traffic engineering services as needed?

KEY FACTS AND INFORMATION SUMMARY:

Summary Statement:

This professional services contract is necessary for the continued management of the City's traffic concurrency program and transportation/traffic engineering services as needed. David Evans and Associates (DEA) maintains the City's traffic model and performs all concurrency testing for projects associated with the concurrency approval process. Other work covered by this contract includes transportation modeling to support development project reviews, Capital Improvement project support, and traffic engineering and operations on an as-needed basis.

Background:

This contract follows the previous concurrency management contracts with DEA. The City needs to continue to utilize DEA to provide traffic modeling as they have the detailed background, knowledge, and experience with Sammamish's traffic model and the latest traffic concurrency standards that were adopted by the City Council. These concurrency standards included AM and PM peak hour LOS' for 43 intersections, and AM and PM V/C for 14 roadway corridors with 43 segments.

The major elements of work included in this contract are as follows:

- Concurrency Assessment and Testing - This task provides for performing concurrency tests associated with public and private development applications. The budget for this task includes the anticipated number of concurrency tests for the 2019 and 2020 budget period based on the consultant fixed fee per test. All costs will be borne by the project applicant.
- As-Needed Transportation Modeling and Transportation/Traffic Engineering Support - This service provides for transportation modeling including special traffic studies, and transportation/traffic engineering support services due to staff's heavy workload or lack of in-house technical expertise. DEA has provided the City with a quick response to on-demand traffic engineering support and analysis needs, which has been critical to our ability to be responsive.
- Town Center traffic analysis review and modeling – As needed. All costs will be borne by the project applicant.
- Project traffic impact analysis review and modeling for private development - As needed. All costs will be borne by the project applicant.

FINANCIAL IMPACT:

The portion of the contract allocated to the traffic modeling and concurrency testing work (\$400,000) is included in the adopted 2019-2020 budget, and the cost of the concurrency testing is 100% reimbursed by testing fees paid by development applicants.

The as-needed traffic modeling and engineering services portion of the contract (\$250,000) will be funded by the associated specific City funds for which the work is being performed. For traffic engineering review of development projects, the cost is reimbursed by application review fees paid by development applicants.

OTHER ALTERNATIVES CONSIDERED:

If the City chooses not to authorize the City Manager to approve this contract, the City would need to hire additional FTEs to provide traffic modeling work and conduct concurrency tests. There will be a

considerable lag time in hiring and training those new staff. In addition, the City will not be able to be as responsive as we have been in the past.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Sammamish Comprehensive Plan Transportation Goals:](#)

Goal T.1 Supporting Growth Support the city's and region's growth strategy by focusing on moving people and goods within the city and beyond with a highly efficient multimodal transportation network.

Goal T.2 Greater Options and Mobility Invest in transportation systems that offer greater options, mobility, and access in support of the city's growth strategy.

Goal T.3 Operations, Maintenance, Management and Safety As a high priority, maintain, preserve, and operate the city's transportation system in a safe and functional state.

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.



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: David Evans and Associates hereinafter referred to as the "Consultant."

Project Description: 2019-2020 Concurrency Management and On-Call Transportation Engineering Services

Commencing: 6-20-2019

Terminating: 12-31-2020

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 type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$ 650,000	
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, to the extent arising out of or resulting from any willful misconduct or negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

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



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

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

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

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

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

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

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

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

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

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



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

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

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

7. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, 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 unless such disclosure is required by law or court order.

Agreement for Services

Revised 4/7/2019



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:

Email:

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

Company Name: David Evans and Associates, Inc.
 Contact Name: Josh Anderson
 Street Address: 2100 SW River Parkway Suite #100, Portland, OR 97201
 Phone Number: 503-499-0483
 Email: Josh.Anderson@DEAInc.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>Gavin Oien</i>	Date: 6/11/2019
Print Name: Gavin Oien	Title: Vice President

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

(See attachment as follow)

EXHIBIT A

Scope of Services

2019-2020 Concurrency Management and On-Call Transportation Services

This scope of services is a new agreement to continue operation of the Concurrency Management Program and to provide other transportation services when needed. It includes tasks to conduct concurrency evaluations for new developments in Sammamish, to conduct non-concurrency traffic analysis tests and reviews for Sammamish Developments, and to provide other transportation technical services at the City's request.

Project management and coordination activities are necessary to complete the following work program in addition to technical tasks necessary for deliverable products. The individual task budgets assume a small amount of activity each month, to provide for consultant's project administration; preparation of monthly invoices, and progress reports; city-consultant coordination meetings, and quality control/quality assurance.

To minimize costs and expedite work, information exchanges and mutual agreements between the parties and authorizations issued by the City will be executed as much as possible by electronic means.

Task 1.0 – Concurrency Assessments and Testing (FIXED FEE PER TEST)

For each new development in Sammamish requiring a concurrency report, the following set of tasks will be performed, and a report returned to the City indicating whether the development passes or fails the City's concurrency standard. In the case of an intersection failure, the report will also indicate the cause of the failure and indicate one or more possible actions that would mitigate the intersection failure, if simple and direct actions are feasible. In the case of a segment or corridor failure, no mitigations will be identified. The City's current AM and PM pipeline models (coupled with the 2016 base models) will be used.

Unless otherwise arranged in advance, the Consultant shall be paid a Fixed Fee of \$4,800 for each completed concurrency report. The budget provides for approximately eighty (80) tests for a total of \$400,000.

This task will be conducted using the VISUM travel demand model to predict future traffic volumes. The Synchro and Sidra operational models will be used to analyze the performance of the intersections and an excel spreadsheet will be used to analyze the segment and corridor performance.

Task 1.1 – Coordinate development information

Whenever the City requests a concurrency report on a new or revised development application(s), it will provide a description of the development(s) to the Consultant consisting of the size of the development(s), location of the property (or properties), and frontage and/or access provisions of the proposed site plan(s). The Consultant shall promptly notify the City if the provided information is inadequate. The Consultant shall be entitled to receive only the normal fee unless otherwise negotiated in advance. Consultant shall promptly notify the City if the requested analysis requires additional efforts

and a non-standard fee. In such cases, Consultant shall not proceed with the concurrency review until the non-standard fee has been agreed to by the City via email approval and Notice-to-proceed (NTP).

Task 1.2 – Traffic Model Update with New Development

The Consultant shall add the proposed development(s) to the cumulative set of existing, pipeline, and other previously added developments within the City’s development review data base. The Consultant shall update the traffic model’s input files in the AM and PM concurrency models accordingly, run the model, and save the output traffic forecast for input to the Concurrency Management Workbooks.

Task 1.3 – Concurrency Files Updated with New Development

The Consultant shall add the proposed development(s) traffic impacts to the previous case of cumulative existing, pipeline, and other previous developments in the City’s development review data base. The Consultant shall update the intersection level of service analysis at all intersection in the City’s current monitoring system, and update the segment and corridor analysis for all links in the City’s monitoring system. The Consultant shall save computer files generated by development review to update the cumulative forecast summaries.

Task 1.4 – Concurrency Report for New Development(s)

The Consultant shall provide the City with a concurrency report stating whether the development(s) passes or fails the City’s concurrency test within ten (10) business days of receipt of all necessary information. The report shall include the tables and figures necessary to document the impacts of the proposed new development(s), and to demonstrate whether the development(s) pass or fail. In the case of failure, the consultant may (at consultant’s discretion) identify, based on the analysis, one or more simple and direct actions that would have an effect sufficient to allow the development to pass. If simple and direct mitigation measure(s) are not apparent, this information will not be provided.

Task 2.0 – Miscellaneous Support at City’s Request (TIME AND MATERIALS)

Task 2.1 – Special Traffic Studies

This task provides for Consultant services that may be requested by the City to address various traffic and land development related questions as they arise from time to time. When the city desires services to be performed by Consultant, the City’s project manager will discuss the issue at hand with the Consultant and request a brief scope and budget proposal. Consultant shall respond with a written description of the work to be performed, the time for completion, a list of deliverables, and the cost for the requested task. The City’s project manager will notify Consultant when the proposal is accepted, and provide email NTP. After receipt of this notice, Consultant shall commence work and charge to the task up to the approved budget limit. At this time, the scope and fee for the tests is unknown, but a budget of \$50,000 has been allocated to this task. No charges to this task are initially authorized.

Task 2.2 – Traffic Engineering Support Services

This task provides for Consultant engineering services that may be requested by the City as they arise. When the city desires engineering services to be performed by Consultant, the City’s project manager will discuss the need with the Consultant and request a brief scope and budget proposal. Consultant shall respond with a written description of the work to be performed, the time for completion, a list of

deliverables, and the cost for the requested task. The City’s project manager will notify Consultant when the proposal is accepted, and provide email NTP. After receipt of this notice, Consultant shall commence work and charge to the task up to the approved budget limit. This task may include days where Consultant staff may be required to perform daily duties at the City’s office location. At this time, the scope and fee for the support is unknown, but a budget of \$100,000 has been allocated to this task. No charges to this task are initially authorized.

Task 3.0 – Sammamish Town Center Traffic Scenario Testing (TIME AND MATERIALS)

This task allows for Consultant services in support of development of the Sammamish Town Center. The developer has requested the City provide a mechanism to preview concurrency results of different development scenarios. These test would follow the same format of the official concurrency tests, but would not require concurrency applications or result in formal concurrency certificates. At this time, the scope and fee for the tests is unknown, but a budget of \$50,000 has been allocated to this task. No charges to this task are initially authorized.

Task 4.0 – Conduct Non-Concurrency Related Traffic Analysis Tests and Reviews for Sammamish Developments (TIME AND MATERIALS)

At times, developers provide materials for City review outside of the formal Concurrency application process. This task allows for the Consultant to review and provide comment on materials provided by developers on a time and materials basis. At this time, the scope and fee for the tests is unknown, but a budget of \$50,000 has been allocated to this task. No charges to this task are initially authorized.

Fee Schedule:

The above tasks identified as time and materials will be billed on a time and materials basis based on the following classification structure. Hourly rates will be adjusted on March 1st of each year following Consultants yearly compensation reviews.

<u>Classification</u>	<u>Hourly Rate</u>	<u>Staff Person</u>
Project Manager (PMGR)	\$170	Josh Anderson
Managing Professional Engineer (MGPE)	\$250	Kirk Harris
Senior Professional Engineer (SPEN)	\$185	Victor Vaskelis
Senior Transportation Engineer (STEN)	\$175	Anthony Wilen
Professional Engineer (PFEN)	\$145	Rene Koester
Design Engineer (DEEN)	\$105	Joe Jackson
Traffic Engineer IV (TEN4)	\$170	Cameron Grile
Traffic Engineer III (TEN3)	\$150	Angela Rogge
Traffic Engineer II (TEN2)	\$125	Ben Hurt
Traffic Engineer I (TEN1)	\$100	Dana Shuff
Principal in Charge (PIC)	\$305	Mike Clark
Project Administrator (PADM)	\$110	Various Staff
Project Accountant (PA)	\$105	Various Staff

Agenda Bill

City Council Regular Meeting
July 02, 2019



SUBJECT:	Professional Services Contract: George Davis Creek Fish Passage Project - Design/ PBS Engineering and Environmental											
DATE SUBMITTED:	June 24, 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 Agreement with PBS Engineering and Environmental to provide consultant services in support of the George Davis Creek Fish Passage Project – Design in the amount of \$458,515, and administer a 10% management reserve in the amount of \$45,800.											
EXHIBITS:	1. Exhibit 1 - Consultant Contract Agreement 2. Exhibit 2 - Vicinity Map											
BUDGET:	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$458,515</td> <td><input checked="" type="checkbox"/> Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td>Surface Water Capital Fund (438)</td> <td><input type="checkbox"/> Budget reallocation required</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> No budgetary impact</td> </tr> </table>			Total dollar amount	\$458,515	<input checked="" type="checkbox"/> Approved in budget	Fund(s)	Surface Water Capital Fund (438)	<input type="checkbox"/> Budget reallocation required			<input type="checkbox"/> No budgetary impact
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Fund(s)	Surface Water Capital Fund (438)	<input type="checkbox"/> Budget reallocation required										
		<input type="checkbox"/> No budgetary impact										
WORK PLAN FOCUS AREAS:	<table border="0"> <tr> <td><input type="checkbox"/> Transportation</td> <td><input type="checkbox"/> Community Safety</td> </tr> <tr> <td><input type="checkbox"/> Communication & Engagement</td> <td><input type="checkbox"/> Community Livability</td> </tr> <tr> <td><input type="checkbox"/> High Performing Government</td> <td><input type="checkbox"/> Culture & Recreation</td> </tr> <tr> <td><input checked="" type="checkbox"/> Environmental Health & Protection</td> <td><input type="checkbox"/> Financial Sustainability</td> </tr> </table>			<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 checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	
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<input 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 City Council authorize the City Manager to execute a contract with PBS Engineering and Environmental to provide professional consultant services in support of the George Davis Creek Fish Passage Project – Design?

KEY FACTS AND INFORMATION SUMMARY:

Professional consultant services are needed to support the City of Sammamish in the design and permitting of the George Davis Creek Fish Passage Project (Project). The Project will remove fish

passage barriers and allow salmonids access to spawning habitat for nearly one river mile upstream of Lake Sammamish. The Project will also address high maintenance issues with the existing high flow bypass at East Lake Sammamish Parkway.

The City executed a contract with PBS to conduct a feasibility analysis in July 2018, the results of which the Council approved moving forward with negotiating a contract to design the project last month.

Background:

Currently, four fish-passage barriers at and near East Lake Sammamish Parkway restrict migrating fish from access to nearly one river mile of high-quality riparian habitat in George Davis Creek. The George Davis Creek Fish Passage Project seeks to remove three of the four fish-passage barriers. The fourth fish-passage barrier is scheduled for replacement by King County, as part of the East Lake Sammamish Regional Trail (ELSRT) Project, in summer 2020.

On June 21, 2016, the City Council adopted the 2017-2022 Six-Year Stormwater Capital Improvement Project Plan which prioritized the design and construction of the George Davis Creek Fish Passage Project. The adopted 2017 Stormwater Rate Study (Ordinance No. O2017-452, approved November 7, 2017) accelerated the Project's timeline, and included funds in 2018 to begin preliminary studies to investigate design alternatives available to the City to remove or bypass the fish passage barriers. The Project timeline was accelerated due to the precipitous decline in kokanee salmon that returned to spawn in 2017, and the need to open new creeks to increase the habitat available to kokanee and other migratory fish.

The City has completed an engineering feasibility study to support design alternatives identification and selection. Based on the study's recommendations, this contract will include final design, permitting, and property acquisition/easements for the selected design alternative. Project construction is scheduled to be completed in 2021 to allow fish passage and habitat access for late run Lake Sammamish kokanee salmon, which spawn from late October to January.

For more information, please see the project website: <https://www.sammamish.us/georgedavis>

FINANCIAL IMPACT:

The City's 2019/2020 biennial budget allocates \$2,450,000 for design and construction of the George Davis Creek Fish Passage Project. The City has also been awarded an additional \$3,700,000 of grant funding from King County and Washington State (pending signing of grant agreements) to fund design and construction of the Project.

OTHER ALTERNATIVES CONSIDERED:

Do not authorize the City Manager to execute a contract with PBS Engineering and Environmental. This is not recommended, as the City does not have staffing resources to complete the George Davis Creek Fish Passage Project without professional services support.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[City Comprehensive Plan:
Environment and Conservation](#)

- Goal EC.1 Serve as a leader in environmental stewardship of the natural environment for current and future generations.
- Goal EC.4 Protect and promote a diversity of plant, pollinator, and animal species habitat in Sammamish.

[City of Sammamish Storm and Surface Water Management Comprehensive Plan \(2016\)](#)

- Goal 4 (G.4) - Promote the recovery of Lake Sammamish kokanee and other threatened or endangered salmonids
 - Objective G.4.2 Conduct habitat improvement projects that support salmon recovery.



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: PBS Engineering and Environmental, hereinafter referred to as the "Consultant."

Project Description: George Davis Creek Fish Passage Project – Design Phase 2

Commencing: July 3rd, 2019

Terminating: December 31st, 2021

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 checked="" type="checkbox"/>	<input type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$458,515	
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, to the extent arising out of or resulting from any willful misconduct or negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

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



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

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

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

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

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

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

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

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

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

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



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

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

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

7. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, 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 unless such disclosure is required by law or court order.

Agreement for Services

Revised 4/7/2019



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:

Email:

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

Company Name: **PBS Engineering And Environmental**
 Contact Name: Dave Segal
 Street Address: 1180 NW Maple Street, Suite 160
 Phone Number: 425-654-8775
 Email: dave.segal@pbsusa.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: Rick Rudometkin	Title: City Manager

CONSULTANT:

By:	Date:
Print Name: David Segal	Title: Operations Manager

ATTEST/AUTHENTICATED:

By:	Date:
Print Name: Melonie Anderson	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

Agreement for Services

Revised 4/7/2019



EXHIBIT A
Scope of Work



June 24, 2019

Danika Globokar, PE
 City of Sammamish
 801 – 228th Avenue SE
 Sammamish, Washington 98075

Via email: dglobokar@sammamish.us

Regarding: Scope of Work and Budget for George Davis Creek Fish Passage Project, Design Phase 2
 Sammamish, Washington
 PBS Project 45015.004

Dear Danika:

PBS Engineering and Environmental Inc. (PBS) is pleased to submit this scope and budget to the City of Sammamish (City) to provide services for the next phase of the George Davis Creek Fish Passage Project. This project entails the removal of fish passage barriers from the east side of East Lake Sammamish Parkway (ELSP) to the creek mouth at Lake Sammamish, and stream restoration that allows for fish passage in George Davis Creek. The project area is in the vicinity of ELSP at NE 7th Court in Sammamish, Washington.

The Project team consists of the following firms, and their expected roles are summarized below:

Firm	Role
PBS Engineering and Environmental Inc. (PBS)	Project management Culvert design Roadway design Structural design Permitting
48 North Solutions (48 NORTH)	Biological assessment Permitting
Northwest Hydraulic Consultants (NHC)	Hydraulics and hydrology, geomorphology
Aspect Consulting (Aspect)	Geotechnical explorations and engineering
Professional Land Surveyors, Inc. (PLS)	Surveying
Stell	Cultural resources

PROJECT UNDERSTANDING AND APPROACH

Design Phase 2 will consist of development of the final plans, specifications, and estimates (PS&E) based on the selected alternative developed in Preliminary Design Phase 1 of this Project. The selected alternative includes a culvert beneath ELSP; a bridge at King County’s East Lake Sammamish Trail (ELST) (part of the King County project); and a culvert beneath East Lake Sammamish Shore Lane NE (ELSSL). George Davis Creek will be restored to an open channel for 200 feet to Lake Sammamish. An existing concrete dam structure upstream of ELSP will be demolished as part of this project.

City of Sammamish
 Scope of Work and Budget for George Davis Creek Fish Passage Project, Design Phase 2
 June 24, 2019
 Page 2 of 19

The project will require permitting through local, state, and federal regulators. King County Parks is performing a project at the ELST that will impact the crossing of George Davis Creek at that point. This Design Phase 2 project will need to be coordinated with the trail project and trail project team.

The existing residence at 635 East Lake Sammamish Shore Lane NE will be demolished as part of this project, as George Davis Creek will be restored within the property. An existing accessory dwelling unit (ADU) on the property will also be removed.

SCOPE OF WORK

PBS proposes the following scope of work for the George Davis Creek Fish Passage Project, Design Phase 2, which will consist of the following tasks.

TASK 100. PROJECT MANAGEMENT – PBS

This task covers project management work associated with executing the project and includes the following:

- Prepare a project management plan.
- Manage the project schedule.
- Manage project risks.
- Handle project communications.
- Manage project team members.
- Interact with stakeholders.
- Manage the scope and project budget.

This task also includes coordination with King County Parks’ design team for the ELST project. More specifically, this task will include an up-to-date Microsoft Project (MS Project) schedule, regular project status updates at a minimum weekly interval, coordination of subconsultant invoicing, and a monthly project billing report.

Task 100 Deliverables:

MS Project schedule (online), project updates (phone or in-person meetings), coordination with stakeholders (phone and email), consultant team attendance at a kickoff meeting (in-person), and monthly invoicing and budget analysis (in PDF format).

TASK 200. SURVEY - PLS

This task covers work for land surveying and mapping.

- Conduct a field survey traverse between nearby survey reference monuments as needed to mathematically determine the property and right-of-way (ROW) lines within the mapping area for incorporation with the topographic map.
- Conduct a 2-foot contour interval topographic mapping of the requested area, which will include 200 feet north and south of the crossing for both ELSSL and ELSP.
- The survey will map the location and elevation of all significant observable improvements such as structures, overhangs, paved areas, retaining walls, fences, visible utility covers, water courses, trees over 8-inch diameter, overhead utilities, etc.
- The survey will include potholing of all existing utilities within the proposed route.

City of Sammamish
 Scope of Work and Budget for George Davis Creek Fish Passage Project, Design Phase 2
 June 24, 2019
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- Subcontract with an underground utility locating service to surface mark the location of the underground utility lines in the full width area for pick-up during our mapping.
- Provide interior detailing (invert elevation, pipe size, material, and direction) of flow lines within accessible storm and sanitary sewer structures in the full width mapping area.
- Field mapping will be referenced to the NAD 83 horizontal datum and NAVD 88 vertical datum (preferred by most agencies) based on ties to nearby government agency survey control monuments and elevation benchmarks.
- The results of the field mapping will be digitally drafted using AutoCAD at an appropriate scale in conformance with prevailing industry CAD standards. The ROW and property lines will be incorporated with our topographic mapping.

This task also includes up to five legal descriptions and exhibits.

Task 200 Assumptions:

Right of entry will be coordinated by the City, and will be provided within the scheduled survey time. The City will acquire title reports for any mapped property.

Task 200 Deliverables:

A "record" hard copy of the topographic map certified by a licensed professional land surveyor and a courtesy PDF. In addition, a digital file (AutoCAD format) via email and/or on CD will be provided. Five legal descriptions and exhibits will be provided.

TASK 300. GEOTECHNICAL ENGINEERING – ASPECT

Subtask 300.1 Plan and Coordinate Field Investigation

Aspect will plan and coordinate the field program, which will include a site reconnaissance to observe current site surface conditions and evaluate accessibility for subsurface explorations.

For the culvert along ELSP, Aspect will plan and coordinate two exploratory borings, one along the paved northbound shoulder and one along the southbound shoulder. These borings will require restricting a lane of ELSP. Aspect will prepare the traffic control plan for review by the City and will coordinate this ROW work with the City.

For the culvert along ELSSL, Aspect will drill two borings, one near the residence and western end of the proposed culvert, and one near the eastern end. No traffic control is anticipated for these but advance coordination for access of the private property will be required as well as advance placement of barricades to prevent resident parking in drill areas.

For the realignment of George Davis Creek downstream of the ELSSL culvert, Aspect will coordinate a one-day field investigation consisting of a series of three or four hand-auger borings to characterize the site soils that will be excavated/impacted by the proposed realignment.

Aspect will identify planned/proposed exploration locations, request underground utility locates, prepare a traffic control plan, arrange for ROW usage, and schedule the field investigation work. We understand that PBS will coordinate access agreements with private property owners.

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Subtask 300.1 Deliverables:

Site reconnaissance and coordination of field borings, ROW Permit application, locates.

Subtask 300.2 Field Exploration and Laboratory Testing

Aspect will retain a geotechnical drilling subcontractor and a traffic control specialty subcontractor to perform geotechnical explorations for the ELSP and ELSSL culvert replacements. A truck-mounted drilling rig will be used to drill/sample these borings to total depths of about 50 feet, or 20 feet into dense/hard glacially consolidated soil, whichever is deeper. In each boring, disturbed soil samples will be obtained at 2.5-foot intervals in the upper 20 feet and at 5-foot intervals thereafter, in accordance with Standard Penetration Test (SPT) methods. Two of these borings will be completed with 2-inch-diameter slotted standpipe piezometers to facilitate groundwater monitoring over the design period.

Along the downstream open channel realignment, Aspect will perform shallow hand-auger explorations at three or four locations. Soil samples will be obtained at select intervals and returned to Aspect’s laboratory in Seattle for further examination and visual/manual soil classification. Selected samples will then be identified and submitted for geotechnical testing to characterize index and engineering properties. Tests may include natural moisture content, grain size distribution, plasticity characteristics, and organic content. All testing will be performed in accordance with appropriate ASTM geotechnical testing standards.

Subtask 300.2 Assumptions:

- The City will waive any street use or ROW fees for the work.
- Drilling can be completed in two days.
- Traffic control flaggers or lane closure will not be required.

Subtask 300.2 Deliverables:

Field explorations and laboratory results.

Subtask 300.3 Geotechnical Engineering Analyses

Aspect will compile and evaluate the field and laboratory data and prepare exploration logs, and prepare one or more geologic cross sections to depict stratigraphic conditions.

For the culvert replacements, Aspect will conduct geotechnical engineering analyses with respect to seismic/liquefaction hazards; culvert foundations and abutment walls; temporary excavations; support for structures near temporary excavations; construction dewatering considerations; and pavement restoration.

For the stream realignment, Aspect will evaluate soil conditions as they relate to temporary and permanent slopes, and bank stability.

Subtask 300.3 Deliverables:

Exploration logs and engineering analyses.

Subtask 300.4 Reporting

Aspect will prepare a draft geotechnical engineering report with field and laboratory data, and conclusions and recommendations for design and construction of the proposed culverts and stream realignment.

Aspect will address review comments provided by the design team and issue a final geotechnical engineering report stamped by a professional engineer licensed in Washington.

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Subtask 300.4 Deliverables:

Draft and final Geotechnical Report in PDF format.

Subtask 300.5 Geotechnical Support and Coordination of PS&E

Aspect will provide geotechnical engineering assistance and coordination with respect to geotechnical aspects of the project plans and specifications.

Subtask 300.5 Deliverables:

- One draft and a final Geotechnical Report in PDF format.
- Input (text and redline markups) to project plans and specifications.
- Attendance at two design meetings

TASK 400. NATURAL RESOURCES – 48 NORTH

Subtask 400.1 Aquatic Habitat and Wetland Delineation

One 48 NORTH biologist will conduct a critical area review to assess any critical habitats within the proposed project area. Based on preliminary review of the site, no on-site wetlands were observed during the feasibility study, nor are they expected within the project area. We will complete a reconnaissance of the area to verify the presence or absence of important habitat areas in and within approximately 200 feet of the project, where access is available. If wetlands are observed within 200 feet off site, we will assess them in accordance with the current methodology of the United States Army Corps of Engineers (USACE) (2010) Western Mountains, Valleys, and Coast Regional Supplement (Version 2.0) and the USACE (1987) Wetlands Delineation Manual. These off-site wetlands will not be rated using the Ecology Rating System.

Ecology defines the ordinary high water mark (OHWM) as “that mark that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland...” Following Ecology’s 2016 guidance for OHWM determination, 48 NORTH will delineate the OHWM along the Lake Sammamish shoreline only. As part of the permit feasibility study, 48 NORTH had conducted an OHWM delineation and on-site wetland reconnaissance of George Davis Creek.

Prior to this delineation, 48 NORTH’s biologist will complete a desktop assessment to identify water flow-related data for the determined lake section. If field indicators are not conclusive in determining the OHWM, hydrologic data will be used to develop an understanding of the timing and elevation of high water that creates marks on the soil with respect to vegetation. We have assumed that this delineation will be limited to lake shoreline adjacent to the stream mouth only. Principal elements of the field assessment will include general observations of the site conditions, as well as identifying the boundaries of the OHWM using field indicators.

The findings of 48 NORTH’s survey will be summarized in a critical areas report (CAR). The special report (for example, CAR or habitat management plan) will identify critical natural resources within the proposed project area. These assessments will identify critical areas, such as if there are threatened and/or endangered species present, and any surface waters or wetlands adjacent to the project area, in addition to those identified as being present in the project area. This report, or information contained within it, will support permit applications, including the SEPA Checklist. Other City-related permits that may be required include a Shoreline Conditional Use Permit, and clearing and grading permits.

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Through 48 NORTH’s experience, it is understood that mitigation may be required to offset a potential impact of the proposed project. Mitigation may include either restoring and/or enhancing the riparian and aquatic habitat and invasive removal. If the presence of wetlands is determined and, more importantly, impacts to those identified wetlands and aquatic habitat cannot be avoided, 48 NORTH will prepare a conceptual wetland and aquatic resources mitigation plan. It is assumed that structures will be placed and created primarily for fish passage, bank stabilization, and channel modification, and these impacts may need to be mitigated. Depending on the size of the proposed impacts, we will assess the potential mitigation alternatives, including invasive plant removal, and/or streambank or delta restoration or creation.

Subtask 400.1 Assumptions:

- No wetlands occur in the project area that will require a wetland delineation.
- No ratings of off-site wetlands will be required.
- No Conceptual Stream Mitigation Plan has been scoped. A Final Stream Mitigation Plan may be required by the regulatory agencies depending on the impacts and selection of a mitigation alternative.

Subtask 400.1 Deliverables:

Prior to submitting the following deliverables, 48 NORTH will submit one draft copy of the CAR in MS Word format to PBS for review, along with a PDF of the final report.

- A critical areas report (CAR) including findings of the lake shoreline OWHM delineation, along with the previously delineated stream delineation, off-site wetland reconnaissance, and a conceptual stream mitigation plan, if required. The CAR will also include a description of the aquatic and terrestrial resources at the site, photographs, and vegetation and soil characteristics of the area, and a description of the mapped critical area boundaries.
- A conceptual stream mitigation plan that will describe temporary and permanent aquatic impacts and present an overview of possible mitigation solutions to provide compensatory mitigation for any impacts from the proposed project.

Subtask 400.2. Endangered Species Act Consultation

Section 7 of the Endangered Species Act (ESA) requires federal agencies to ensure actions it authorizes or that permits are not likely to jeopardize the continued existence of listed species or adversely modify designated critical habitats. The Services (U.S. Fish and Wildlife Services [USFWS] and National Marine Fisheries Services [NMFS]) share responsibility for administering Section 7 of the ESA. Consultation with the Services may be required if the Project requires a federal permit from the USACE, which is considered a federal nexus. Projects that have a federal nexus (that is, receive federal funds, occur on federal lands, or require federal permits or approval) trigger the completion of Section 7 consultation with the Services.

- Consultation under the ESA would require the City to submit either a letter of “no effect”, abbreviated Biological Evaluation (BE), or a Biological Assessment (BA) for informal (determination of “may affect, is not likely to adversely affect”) or formal consultation (determination of “may affect, is likely to adversely affect”) to the Services.

The USACE is responsible for initiating and coordinating the consultation process and obtaining the Services concurrence. The City is responsible for preparing either a “letter of no effect,” abbreviated BE, or a BA to address the potential impacts and possible mitigation measures to offset these impacts.

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Consultation requirements with the Services may include (1) an assessment of the proposed construction of the culvert replacement to determine the level of effect on federally listed species (or their designated critical habitat) protected by the respective agencies and (2) preparation of a letter (or report, depending on the level of effect) addressed to the Services requesting concurrence with the effect determination. The USACE will issue a permit once they receive concurrence from the Services (among other items). If a formal Section 7 consultation is required by the Services, it could take up to 135 days to review after the project documentation, such as a BA, is determined complete. If these agencies determine that the Project merits an informal consultation, there is no set time frame, but it generally takes two to five months to complete a review. 48 NORTH will prepare either an abbreviated BE or a letter of “no effect” to address the potential impacts and possible mitigation measures to offset these impacts.

Kokanee salmon (*Oncorhynchus nerka*) have been documented in the lower reach of George Davis Creek and are the target fish species for this fish passage project. Lake Sammamish kokanee were not considered by the USFWS to meet the criteria as a Distinct Population Segment (DPS) and, therefore, the Lake Sammamish late-run population was not listed for protection under ESA in 2011. WDFW’s SalmonScape online mapping tool indicates presence of sockeye salmon, fall run Chinook salmon (*O. tshawytscha*), and winter run steelhead trout (*O. mykiss*) in the Lake Sammamish basin. George Davis Creek is not designated critical habitat for Puget Sound Chinook salmon DPS and steelhead DPS, but Lake Sammamish is considered critical habitat for these listed salmonids. It is recognized above that ESA-listed species do not occur in George Davis Creek, but they do occur in Lake Sammamish and may utilize habitat in the delta of George Davis Creek and the surrounding Lake Sammamish shoreline. WDFW’s SalmonScape online mapping tool also lists two priority fish species within George Davis Creek: residential coastal cutthroat trout (*O. clarki*) and coho salmon (*O. kisutch*).

If a Project is considered by USFWS and/or NMFS as having the potential to affect an ESA-listed species, it will be required to go through an informal consultation. However, if the USACE determines that the action is likely to adversely affect an ESA-listed species, they may submit a request for formal consultation with the Services. Most Section 7 consultations are considered “informal” by the Services.

Consultation for Essential Fish Habitat (EFH) is generally completed in concert with a BA or abbreviated BE for federally protected fish species under the ESA. An EFH assessment and any associated conservation recommendations are included in either a separate letter or as part of the BA to NMFS. The EFH assessment can refer to the BA rather than reiterating much of the information, as similar information is relied upon for the EFH assessment. The resulting determination is either that the project “may adversely affect” or “will not adversely affect” designated EFH.

For the George Davis Creek culvert replacement project, the EFH will address the Pacific Coast salmon that may occur in the area, including Chinook and coho salmon. An effect determination will be made for the group of species rather than for each species.

Subtask 400.2 Deliverables:

One draft copy of an abbreviated BE in MS Word format for internal review by PBS and/or the City. Upon receipt of one consolidated set of comments, 48 NORTH will then prepare a final pdf document for submission by PBS to the USACE.

Subtask 400.2 Assumptions:

- An abbreviated BE or “no effect letter” has been scoped. If a BA is required upon consultation with the Services and additional effort is needed, an amendment to this scope of work can be prepared.

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TASK 500. CULTURAL RESOURCES – STELL

Subtask 500.1 Background Research and Literature Review

Pertinent literature on the archaeology, ethnography, and history of any given project area will be reviewed to determine the probability for archaeological resources and traditional cultural properties in the project area. Previous cultural resources studies, historic building and structure inventories, ethnographies, local histories, historic maps, as well as records held by the Washington State Department of Archaeology and Historic Preservation (DAHP) will be consulted.

At this phase, the project area will need to be determined. Stell will write an Area of Potential Effect (APE) letter to provide a brief project description, level and amount of acreage proposed for ground-disturbing activities, and a project vicinity map. A request will be made in the letter to the involved state agency and affected Native American tribes for concurrence on the proposed project area. For archaeological resources, the typical project area includes the vertical and horizontal extent of proposed construction excavation plus associated laydown and staging areas. Once the APE is agreed upon by the reviewing authorities, fieldwork for the project can commence.

Subtask 500.1 Deliverables:

APE letter in PDF format.

Subtask 500.2 Cultural Resources Survey

Stell will conduct a systematic field survey to identify previously recorded and unrecorded archaeological resources where ground-disturbing activities are expected to take place. Field reconnaissance will include a series of pedestrian transects at varying intervals, depending on terrain and vegetation cover experienced across the project area. Shovel test probes will be excavated to a maximum depth of 100 centimeters across the entire project area approximately 20 meters apart. All sediment excavated from the shovel probes will be hand screened using ¼-inch hardware mesh. A hand auger will be used to determine subsurface deposits deeper than 1 meter and will be used to a maximum depth of 3 meters. New archaeological sites will be mapped, photographed, and recorded on Washington State Archaeological Site Inventory forms. This assessment assumes that no more than one new archaeological site will be identified and recorded during the fieldwork. Previously documented sites within the project area will be relocated, revaluated for condition, and updated on a Washington State Archaeological Site Inventory Addendum Sheet. The Washington State Historic Inventory Database will be used to record the identified historic resources.

Subtask 500.2 Assumptions:

- The City will provide all rights of entries.
- Weather conditions permitting, the cultural resources survey is scheduled to be completed in 1 day and will commence within 15 days of notice to proceed.
- Not more than 20 shovel test probes will be excavated to a depth of no more than 100 centimeters below the ground surface.
- No historic buildings/structures over 50 years of age have been identified in the project area; therefore, no buildings/structures will be inventoried as part of this assessment.
- Not more than one archaeological site will be recorded during fieldwork.
- Should archaeological testing for National Register of Historic Places evaluation eligibility and/or data recovery efforts be determined necessary, a new scope and budget will be submitted.

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- Human remains will not be encountered. If human remains are encountered, the King County Sheriff and Coroner will be immediately contacted. If the remains are determined to be not part of a criminal investigation and anthropological in nature, DAHP forensic anthropologist Guy Tasa and the affected Native American tribes will be contacted immediately.

Subtask 500.2 Deliverables:

Field Survey data.

Subtask 500.3 Technical Report

After the completion of the fieldwork, Stell will prepare a technical cultural resources report that meets state and federal standards for reporting as outlined in the guidelines provided by the DAHP. The technical report will describe the survey methods, summarize and interpret our findings, and provide management recommendations. The report will contain brief geological, prehistoric, and historical contexts for the area, as well as discussion of the fieldwork strategy employed, results, and field conditions.

Subtask 500.3 Assumptions:

- The draft technical report will be delivered for review to PBS within six weeks of notice to proceed.
- The draft/final technical report will not exceed 30 pages of text (not including appendices) and five figures.
- The report will undergo one cycle of review and comment; PBS will collate all comments into a single list for response by Stell.
- One electronic copy of the final report will be delivered to PBS within one week after receiving comments on the draft report.
- Stell staff will not require or need to provide project-specific training.

Subtask 500.3 Deliverables:

Technical cultural resources report that meets state and federal standards for reporting as outlined in the guidelines provided by the DAHP, and DAHP acceptance letter in PDF format.

TASK 600. HYDRAULICS AND HYDROLOGY – NHC

Subtask 600.1 Final Hydrology and Observation

At the conclusion of the Phase 1 alternatives analysis, flood frequency discharge estimates on George Davis Creek remained uncertain. These uncertainties were related to the presence of a shallow outwash aquifer that infiltrates runoff from much of the upper basin, varying levels of resolution in existing Hydrological Simulation Program – Fortran (HSPF) hydrologic models, and a limited gage record with which to calibrate said models. To help address this, NHC installed a stream gage upstream of ELSP in December 2018 to collect a continuous record of stream level, as well as develop a stage-discharge relationship using direct stream discharge measurements. The following 2018–2019 flood season was relatively dry with no significant peak flows, thus did not provide ideal data to construct a stage-discharge rating curve. However, collected continuous baseflow data may still be useful to inform basin hydrology. To refine flood frequency discharge estimates for Design Phase 2, NHC will perform the following subtasks:

1. Conduct preliminary analysis of 2018–2019 stream gage data, update HSPF model, and compare computed estimates. This analysis would also include limited research into basin conditions and hydrogeologic discussion with the project’s geotechnical firm.

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2. Continue stream gage monitoring at the existing location on George Davis Creek through the 2019–2020 flood season.
3. At the conclusion of the 2019–2020 flood season, NHC will use newly collected data to provide final flood frequency discharge estimates.

Subtask 600.1 Assumptions:

- Two NHC staff will perform up to five discharge measurements during the 2019–2020 flood season.
- Flow conditions during site visits will be favorable for obtaining varied discharge measurements.
- The stream gage will be retrieved before the deadline for final design analyses or June 2020, whichever is sooner.
- Hydrologic analyses will be documented in the hydraulic memorandum (Task 600.3).

Subtask 600.1 Deliverables:

- Updated flood frequency discharge estimates on George Davis Creek for use in preliminary design (fall 2019).
- Final flood frequency discharge estimates on George Davis Creek for use in permitting and final design (2020).

Subtask 600.2 Hydraulic, Geomorphic, and Design Analysis

The steep gradient and overall confinement of lower George Davis Creek will present challenges in terms of both meeting current WDFW Stream Simulation design guidelines (WAC 220-660-190) and limiting risk to public infrastructure and neighboring properties. Current guidelines favor allowing for natural geomorphic processes and channel adjustment rather than design of grade control to provide channel stability and reduce risk. To balance these competing requirements and develop a permissible design will likely involve an iterative process and require negotiation with the agencies. To develop a hydraulic and geomorphic basis for design and permit agency negotiation, NHC will perform the following subtasks.

1. Construct a 1D HEC-RAS hydraulic model of the selected alternative 4 using initial grading, culvert dimensions, channel survey, and topographic data, to be provided by PBS. The model will extend from Lake Sammamish to approximately 200 feet upstream of the existing diversion dam at station 12+00. Upon selection of a final design concept and receipt of plan drawings from PBS, NHC will refine the HEC-RAS model and compute hydraulic conditions to support permit applications and assess the design for meeting requirements of WAC 220-660-190. NHC will also use hydraulic model results and streambed composition data to compute a recommended design streambed gravel mix and proposed locations for grade control, if required.
2. Evaluate channel profile stability and estimate long-term limits on possible vertical adjustment, in the absence of grade control, using HEC-RAS model results, geotechnical information, and streambed composition data collected in Phase 1. This work will consider potential upstream degradation, through head-cutting processes, and downstream deposition and delta formation into Lake Sammamish to estimate rates, magnitudes, and extents of possible channel adjustment of vertical profile. Up to two scenarios will be evaluated: an initial design and a final design, both provided by PBS.
3. Prepare for and attend up to two 2-hour design meetings with the project team and/or permitting agencies to present results and discuss design development. At the conclusion of these meetings, it is assumed a permissible design concept will be selected.

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4. Review up to two draft plan sets prepared and provided by PBS, and submit comments, questions, or corrections via redlines and notes.

Subtask 600.2 Assumptions:

- Apart from continued stream gaging, no new field data collection is anticipated (that is, data collected as part of Phase 1 will be sufficient for Design Phase 2 work).
- Existing hydraulic conditions will be represented by the 1D HEC-RAS model developed under Phase 1 of this project.
- Hydraulic, geomorphic, and design-related analyses will be documented in the hydraulic memorandum (Task 600.3).
- PBS will develop and provide design concepts, plan drawings, and details.

Subtask 600.2 Deliverables:

HEC-RAS model files, if requested.

Subtask 600.3 Hydraulic Memorandum

NHC will prepare a hydraulic memorandum (memo) to summarize hydrologic, hydraulic, and geomorphic analyses as well as channel design recommendations. The document will include key hydraulic data needed for Design Phase 2 permit applications. This task includes the following work:

- Prepare and distribute a draft version of the hydraulic memo to the design team and City for review.
- Incorporate one round of comments into the draft memo and finalize the memo.
- Stream simulation criteria analysis.

Subtask 600.3 Deliverables:

- Draft preliminary hydraulic memo to PBS (Word or PDF format).
- Final preliminary hydraulic memo to PBS (Word or PDF format).

TASK 700. PERMITTING – PBS AND 48 NORTH

PBS will coordinate the project permitting and also provide support to the City for some permits. The required permits and the issuing agency, along with the permit lead, are listed below:

- Joint Aquatic Resource Permit Application (JARPA): PBS.
See Subtask 700.1, below, for details about the JARPA.
- HPA – WDFW: PBS
See Subtask 700.1, below, for details about the HPA.
- SEPA (tied to PAUE, below): PBS and City of Sammamish.
- Clearing and Grading - City of Sammamish: PBS.
- Construction Stormwater General Permit (CSWGP) - Washington State Department of Ecology (Ecology): PBS.
- Public Agency Utility Exemption (PAUE) - City of Sammamish: PBS.
- Shoreline Substantial Development Permit - City of Sammamish: PBS.

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- Demolition Permit - City of Sammamish: Contractor.
- Interagency Agreement (IAA) with King County or Special Use Permit - King County. PBS will provide figures and support as needed to the City, who will obtain the permit from King County.

The permitting strategy and process will be determined at the project kickoff meeting.

Subtask 700.1 JARPA (404, 401 Water Quality Certification, and HPA)

The JARPA serves as an application to USACE, and to multiple state and local agencies. The JARPA is an efficient process because it initiates several related permitting processes through one application, including WDFW via its online APPS system, Ecology, and USACE. Each agency receives a separate copy of the same application.

48 NORTH will develop the JARPA for submission. 48 NORTH in collaboration with PBS will conduct a preliminary site visit with the USACE and other pertinent permitting agencies. 48 NORTH will then submit the JARPA application to PBS, which will then submit the application to the various permitting agencies including Ecology and USACE. The JARPA submission to USACE is to obtain either a Standard Permit (that is, an Individual Permit) or a General Permit (that is, a Nationwide Permit). The JARPA is submitted to Ecology for concurrence of Section 401 of the Clean Water Act (CWA). This concurrence can be in the form of either issuance of a Water Quality Certification or concurrence to the issuance of a Nationwide Permit by the USACE. The JARPA submission to WDFW, via its online APPS system, is to obtain a Hydraulic Project Approval (HPA) for the in-water work component of the project.

The Cultural Resources survey will be part of the JARPA submittal, along with plans, figures and the stream simulation report.

PBS will submit the JARPA application at the 60% design stage and will prepare up to two responses and resubmittals to WDFW and USACE.

Subtask 700.1 Deliverables:

JARPA submittal package (PDF format); up to two resubmittal packages (PDF format).

Subtask 700.1 Assumptions:

Studies that are not listed will not be required for permit approval.

Subtask 700.2 SEPA Checklist

PBS will assist the City with the preparation of the SEPA checklist by preparing a draft complete checklist for the project. The City will then use this to finalize the checklist and issue a Determination of Non-significance. PBS team will also prepare up to two figures or exhibits to accompany the SEPA notice.

Subtask 700.2 Deliverables:

Draft SEPA checklist in MS Word format; two figures in PDF format.

Subtask 700.2 Assumptions:

The SEPA comment period will not result in a challenge that requires additional responses.

Subtask 700.3 Clearing and Grading Permit

PBS will assist the City with the preparation of the City's Clearing and Grading Permit package. This includes the following:

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- Application
- 90% plans package

PBS will compile the submittal package, submit it, and will provide responses to one round of comments.

Subtask 700.3 Deliverables:

Submittal package in hard copy format plus PDF, and one round of comment response and submittal.

Subtask 700.4 Construction Stormwater General Permit

PBS will assist the City with obtaining a CSWGP from Ecology. PBS will perform the online application and the Stormwater Pollution Prevention Plan (SWPPP) process.

Subtask 700.4 Deliverables:

Online permit submittal.

Subtask 700.5 Public Agency and Utility Exception

PBS will assist the City with the preparation of the City’s PAUE. PBS will compile the permit materials necessary for submittal as detailed in the land use application, Chapter 21A.50 SMC, many of the materials which are identified elsewhere in this scope of work document. The following are items specific to the PAUE that will be prepared under this task:

- Criterion compliance document
- Mitigation sequencing analysis

All of the other items, such as application forms and reports from other tasks, will be compiled as part of the submittal package.

Subtask 700.5 Assumptions:

The permit fee will be waived or provided by the City.

Subtask 700.5 Deliverables:

Criterion compliance document, mitigation sequencing analysis, remainder of permit submittal package as identified above, all in hard copy format.

Subtask 700.6 Shoreline Substantial Development Permit

PBS will assist the City with the preparation of the City’s Shoreline Substantial Development permit if an exemption is not approved. PBS will compile the permit materials necessary for submittal as detailed in the land use application, Chapter 25.08 SMC, many of which are identified elsewhere in this scope of work document. The following item is specific to this permit that will be prepared under this task:

- Project narrative

All other items, such as application forms and reports from other tasks, will be compiled as part of the submittal package.

Subtask 700.6 Assumptions:

The permit fee will be waived or provided by the City.

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Subtask 700.6 Deliverables:

Pre-application conference, project narrative, remainder of permit submittal package as identified above, all in hard copy format.

Subtask 700.7 Demolition Permit - Phase I Environmental Site Assessment and Limited Pre-Demolition Asbestos-Containing Building Materials and Lead-Based Paint Building Materials Survey

PBS will prepare a Phase I environmental site assessment (ESA) and limited pre-demolition asbestos-containing building materials (ACBM) and lead-based paint building materials survey of parcel 0777100040.

Subtask 700.7 Assumptions:

Phase I ESA Assumptions:

- Review of an existing title report if supplied by the Client.
- PBS provides recommendations in the Phase I ESA report, unless otherwise instructed.
- Following issuance of the final report, if information is subsequently provided to PBS that warrants report revisions or amendments, the additional work will be charged on a time and materials basis.
- Other services provided on a time and materials fee scale include draft reports, additional report hard copies, Client-requested in-person meetings, and conference calls to discuss findings. These services will be communicated to the Client before extra charges are incurred.
- A standard PBS reliance letter to third parties will be provided at no additional cost within 60 days of report completion. Letters provided after 60 days may be requested for an additional fee. Client- or lender-specific reliance letters will be reviewed by PBS and may be associated with a higher fee.

ACBM and Lead-Based Paint Building Materials Survey Assumptions:

PBS assumes the client will provide digital drawings of the facility for use in developing the survey plan. The survey report is not intended to serve as an abatement, renovation, or demolition specification.

Subtask 700.7 Deliverables:

- Phase I ESA: An electronic copy of the final Phase I ESA report.
- ACBM and Lead Survey: A report will be compiled that details the type, location, and estimated quantity of asbestos-containing materials; asbestos and lead sampling results; and the findings of mercury light tubes and thermostats, and PCB-containing light ballasts. Sample inventories, laboratory analysis data, and inspector certifications will accompany the report.

Subtask 700.8 IAA Coordination and Assistance

PBS will assist the City in coordination with King County. This assistance will take the form of phone calls, emails, and transfer of files.

Subtask 700.8 Deliverables:

Forty hours of project management time for coordination.

TASK 800. PUBLIC INVOLVEMENT – PBS

This task covers the following work associated with public involvement that is part of this phase of the project:

City of Sammamish
 Scope of Work and Budget for George Davis Creek Fish Passage Project, Design Phase 2
 June 24, 2019
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- One public open house attended by Dave Segal, the project manager. This also includes assistance in the preparation of a PowerPoint presentation led by the City’s project manager.
- Assistance with three project updates for the website or social media.
- Two individual meetings with affected property owners.
- Four display boards for meetings.

Task 800 Assumptions:

The City will lead all public involvement activities, and PBS will supply support.

Task 800 Deliverables:

Attendance at one open house, two individual meetings, and three project updates.

TASK 900. UTILITIES COORDINATION – PBS

This task covers the work associated with coordination with the following utilities:

- PSE
- CenturyLink
- Comcast
- Sammamish Plateau Water

This task covers the coordination with those utilities in the form of conference calls, emails, and transmittal of design drawings (30%, 60%, and 90%).

Task 900 Assumptions:

It is assumed that this project will not require any design for the relocation of these utilities. However, should any utilities require relocation, the relocation will be designed by that utility and depicted on the plans in their new location.

Task 900 Deliverables:

Twenty-four hours of project manager coordination time by email or conference call.

TASK 1000. 30% PLANS AND ESTIMATE – PBS

PBS will use the preferred alternative to advance the project design documents to a 30% design level. The plan sheets and project design will be developed to City standards. Anticipated design plans for the 30% submittal include the following sheets:

Plan Sheets	Number of Sheets
Cover Sheet/Table of Contents	1
General Notes and Legend	1
ROW and Alignment, 20 scale	2
Demolition Sheets, 10 scale	4
George Davis Creek Plan over Profile, 10 scale	4
ELSP Plan over Profile, 10 scale	1

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Plan Sheets	Number of Sheets
ELSSL Plan over Profile, 10 scale	1
Bridge/Culvert Detail Sheet	1
George Davis Creek Stream Detail Sheet	1
Restoration (areas only), 10 scale	4
Total	20

The 30% plans will be submitted to the City and King County to coordinate with the trail project. A meeting will occur with King County to review the design. A second meeting will occur with City stakeholders to review comments and discuss any major changes.

Task 1000 Assumptions:

Assumptions regarding consultant coordination and communication with King Co?

Task 1000 Deliverables:

30% plans and estimate in PDF format; two meetings.

TASK 1100. 60% PLANS, SPECIFICATIONS, AND ESTIMATE – PBS

PBS will advance the plans to a 60% design level. The 60% plans will include additional detail as the major design components will be finalized. The 60% design will include addressing all comments made on the 30% plans, along with changes incorporated from key stakeholders, adjacent property owners, and other projects.

Anticipated sheets for the 60% design plans include the following:

Plan Sheets	Number of Sheets
Cover Sheet/Table of Contents	1
General Notes and Legend	1
ROW and Alignment, 20 scale	2
Demolition Sheets, 10 scale	4
Temporary Erosion Sediment Control Sheets, 10 scale	4
Temporary Erosion Sediment Control Sheet, 40 scale	1
Temporary Erosion Sediment Control Details	1
George Davis Creek Plan over Profile, 10 scale	4
ELSP Plan over Profile, 10 scale	1
ELSSL Plan over Profile, 10 scale	1
Striping and signage for ELSSL and ELSP	2
Bridge/Culvert Detail Sheet	4
George Davis Creek Stream Detail Sheet	2

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Plan Sheets	Number of Sheets
Restoration Plantings, 10 scale	4
Restoration Planting Details	2
Total	34

It is not anticipated that any structures will be designed that require structural engineering, as the intention is to use precast concrete structures on the project. However, because there is work near structures, 80 hours of structural engineering time is included for miscellaneous detailing or analysis.

PBS will develop an initial Divisions 1 through 9 Special Provisions package that incorporates any local agency General Special Provisions to be used on the project. The design team will start incorporation of project-specific Special Provisions where required on the project.

PBS will advance the cost estimate based on changes and design progression to a 60% design level using WSDOT standard bid items or project-specific bid items. Measurement and payment for project-specific bid items will be reflected in the project’s Special Provisions.

Task 1100 Deliverables:

- 60% PS&E package as described above (PDF).
- Responses to 30% Plans and Estimates (PDF).
- Responses to City comments (either MS Word or PDF format).

TASK 1200. 90% PLANS, SPECIFICATIONS, AND ESTIMATE – PBS

PBS will advance the plans to a 90% design level, which includes completion of design details and addressing all comments made on the 60% plans. The design will reflect other project coordination elements, including final utility coordination, public open house or key stakeholder comments, and other projects in the near vicinity. No more plans sheets are anticipated to be developed for the 90% PS&E package, as design plan progression and detailing will be substantially completed (however, additional detail sheets may be required at this stage).

PBS will progress the Divisions 1 through 9 Special Provisions package that incorporates 60% comments. Project-specific Special Provisions will be substantially completed for City review and comment. PBS will also begin assembling the Appendix documents, which will include required City documents and project-specific documents that will be released as part of advertisement/bid documents.

PBS will advance the cost estimate based on 90% design information. The bid item list will be substantially completed, including measurement and payment for project-specific bid items reflected in the Special Provisions. Supporting information for quantities and lump-sum breakdowns will be developed as required.

The basis of design document will be updated and finalized to reflect the project standards, design, and assumptions used. The design team will address comments made on the technical information report (TIR) and submit the final report.

Task 1200 Deliverables

- 90% PS&E package (PDF format).
- Draft assembly of appendix documents (PDF).

City of Sammamish
 Scope of Work and Budget for George Davis Creek Fish Passage Project, Design Phase 2
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- Responses to City comments on 60% PS&E (either MS Word or PDF format).

TASK 1300. CONSTRUCTION PLANS, SPECIFICATIONS, AND ESTIMATES – PBS

PBS will respond to all 90% comments received and finalize design for the project. After design is completed, final project plans and Divisions 1 through 9 Special Provisions will be completed, including assembling of the required appendix documents. PBS will incorporate the Division 0 Specifications and Contract Provisions into the specifications package.

PBS will advance the cost estimate based on 90% design information. The bid item list will be finalized, including a bid tab form to be implemented in the Contract Provisions. Supporting information for quantities and lump-sum breakdowns will be finished as required for the project.

Task 1300 Assumptions:

- Final Construction PS&E will be sent electronically without hard copies.
- Comment responses may be made in Word or PDF format.
- The City will provide the Division 0 and Contract Provision documents.

Task 1300 Deliverables:

- Final Construction PS&E package (PDF format).
- Three hard copies of project specifications and five 11" x 17" copies of plans for bid documents.
- Responses to City comments on 90% PS&E package (MS Word or PDF format).
- Basis of design document (MS Excel format).

TASK 1400. BID AND AWARD SUPPORT – PBS

PBS will provide bid and award support to the City to issue advertised plans, answer requests for information (RFIs) during the bidding process, and issue addenda due to changes in design.

Task 1400 Deliverables:

Up to five responses to RFIs and up to one project addendum (PDF format).

TASK 1500. RECORD DRAWINGS – PBS

PBS will provide record drawings during project progression that are prepared in accordance with City standards. The record drawings will be coordinated with the City's construction management and inspection staff to capture all changes to the design made during construction. The final record drawings will be sent to the City for review and comment before they are finalized.

Task 1500 Deliverables:

Record drawings prepared to City standards (PDF format).

COMPENSATION ESTIMATE

The following outlines the estimated costs associated with the scope of work. Please refer to the attached budget spreadsheet for details of the project fee estimate.

Task	Budget
100. Project Management	\$32,080
200. Survey	\$21,060

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Task	Budget
300. Geotechnical Engineering	\$68,041
400. Natural Resources	\$29,000
500. Cultural Resources	\$10,779
600. Hydraulics and Hydrology	\$56,705
700. Permitting	\$49,050
800. Public Involvement	\$6,990
900. Utilities Coordination	\$4,200
1000. 30% Plans and Estimate	\$26,110
1100. 60% Plans, Specifications, and Estimate	\$58,700
1200. 90% Plans, Specifications, and Estimate	\$42,500
1300. Construction Plans, Specifications, and Estimate	\$37,600
1400. Bid and Award Support	\$7,760
1500. Record Drawings	\$5,740
Reimbursable expenses	\$2,200
Total	\$458,515

This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

SCHEDULE

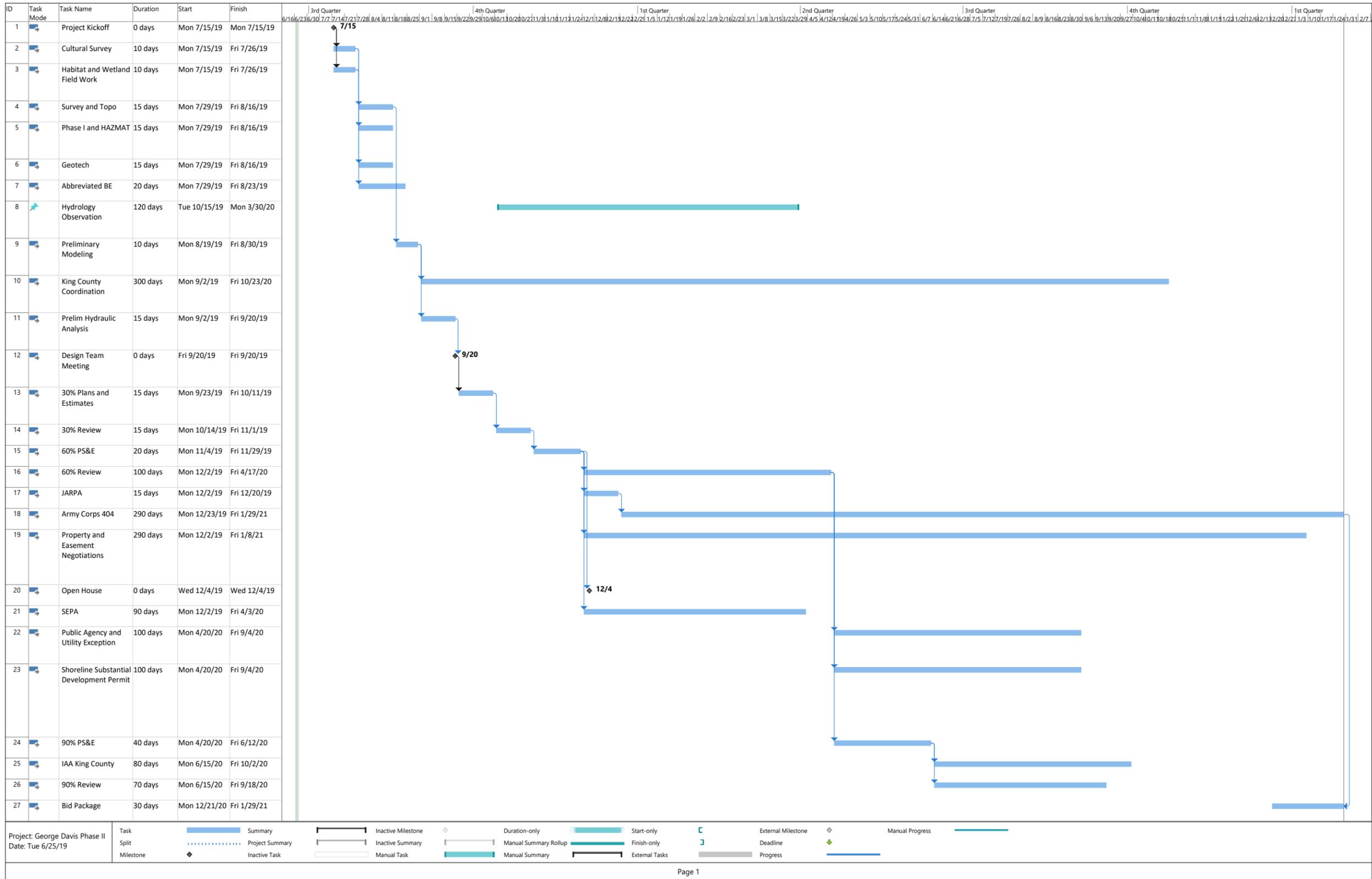
Please refer to the attached schedule.

Please feel free to contact me at 425.654.8768 or dave.segal@pbsusa.com with any questions or comments.

Sincerely,

Dave Segal, PE, PMP
 Senior Engineer/Operations Manager

DAS:lc





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

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

Invoice #: _____ Invoice Date: _____

Consultant: _____

Mailing Address for Payment: _____

Telephone: _____

Email Address: _____

Specific Program – Contract # - Task Order:

Contract Period: _____ Reporting Period: _____

AMOUNT REQUESTED THIS INVOICE: \$ _____

Authorized Signature: _____

PLEASE ATTACH INVOICE
 With Itemized Description of Service Provided

For Department Use Only

Total Contract Amount	\$		Authorization to Consultant: \$
Previous Payments	\$		Account Number:
Current Request	\$		
Balance Remaining	\$		Date:

Approved for Payment By: _____ Date: _____



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"/> 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) ▶ _____ 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)

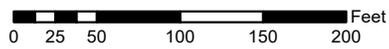
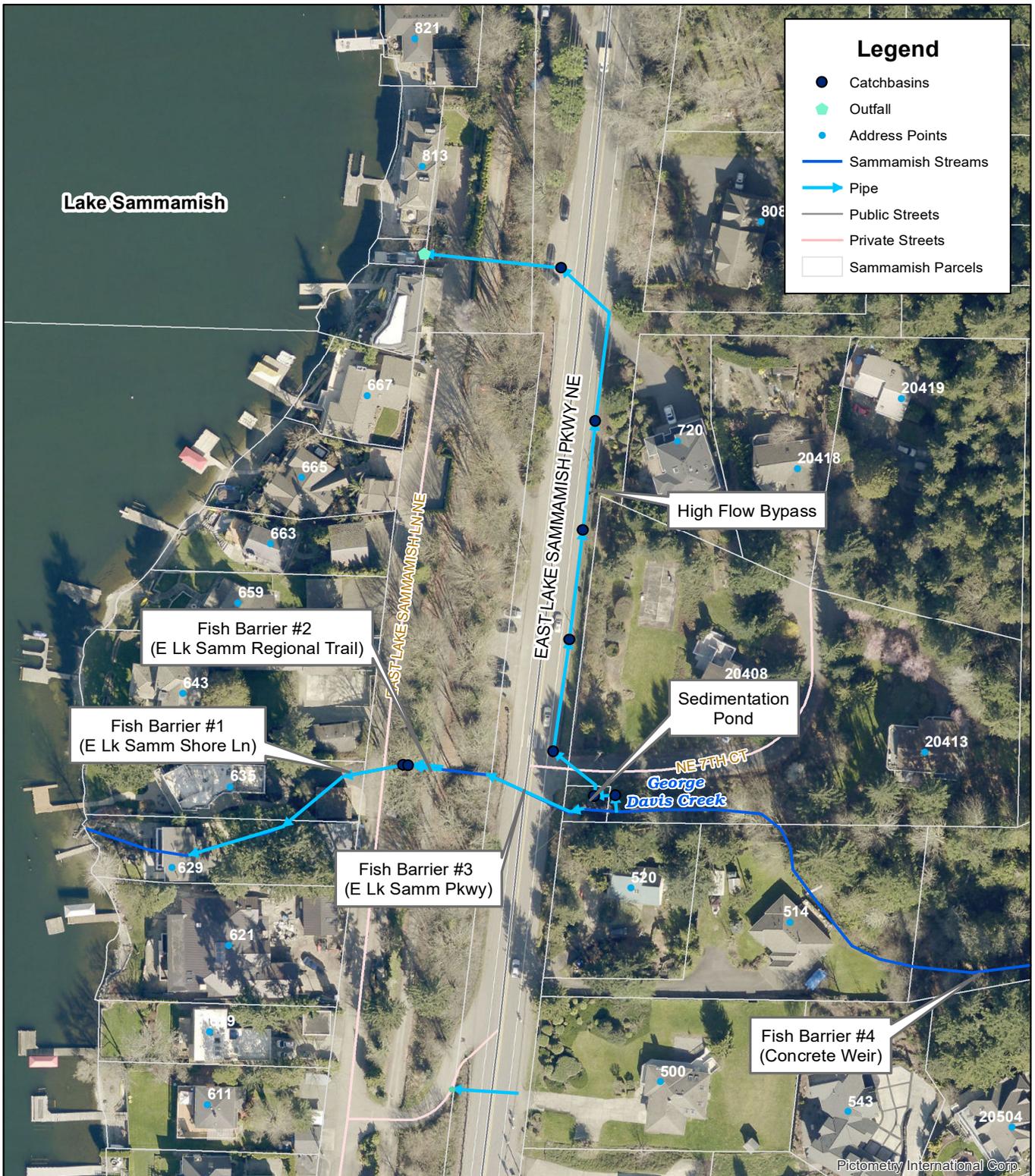
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (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)



**Exhibit 1: Vicinity Map
George Davis Creek
Fish Passage Project**

Document Path: P:\GIS_Server\Users\DanikaG\2017\StormMap\MAPS\StormMap_Master_DRAFT.mxd / D\Globokar / 7/6/2018

Agenda Bill

City Council Regular Meeting
July 02, 2019



SUBJECT:	Contract: 2019-2021 Stormwater System Maintenance - Parks & Facilities	
DATE SUBMITTED:	February 11, 2019	
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 execute a two-year contract with Olson Brothers Pro-Vac for Stormwater System Maintenance for City Parks & Facilities in an amount not to exceed \$55,834.00 (Exhibit 1)	
EXHIBITS:	1. Exhibit 1 - Contract: 2019-2021 Stormwater System Maintenance for Parks & Facilities Olson Brothers Pro-Vac LLC	
BUDGET:		
Total dollar amount	\$55,834.00	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Parks Resource Management - Professional Services (001-076-576-80-41-00); Facilities Dept - Professional Services (001-019-518-30-41-00)	<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 checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Should the City execute a contract with Olson Brothers Pro-Vac for Stormwater System Maintenance for Parks and City facilities?

KEY FACTS AND INFORMATION SUMMARY:

Summary

This contract will support the cleaning and maintenance of the City's Stormwater System in City Parks and City Facilities, which includes; catch basin cleaning, control structure cleaning and repair, Stormwater facility cleaning, cartridge filter cleaning and replacements, storm pipe jetting, cleaning, vactoring and root cutting; hydro excavation services; CCTV services, emergency storm/spill response and decant.

Background

The City issued an Invitation to Bid in January, 2019. Three companies responded. Olson Brothers Prov-Vac was selected as the lowest responsive and responsible bidder. Pro-Vac had previously been the City Vendor for all of our Stormwater System Maintenance. In the past, the City had one contract for streets, parks and facilities. In November 2018, the City received a ruling from the Department of Revenue stating that this activity is exempt from sales tax under WAC 458-20-171 for City streets but not for parks, park grounds or facility parking lots. Therefore, staff has decided to bid this activity in two separate contracts.

This contract is issued for a two-year period with an option to renew for an additional two years.

FINANCIAL IMPACT:

The contract is not to exceed \$55,834.00, (Exhibit 1) which includes Washington state sales tax, for a two year period.

001-076-576-80-41-00	Parks	\$40,000.00
001-019-518-30-41-00	Facilities	<u>\$15,834.00</u>
-		\$55,834.00

OTHER ALTERNATIVES CONSIDERED:

If the City 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 our NPDES Permit stormwater maintenance requirements.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

1. [City of Sammamish Storm and Surface Water Management Comprehensive Plan](#)
 - Goal 1 (G.1) Comprehensively evaluate and address problems relating to existing stormwater system and manage storm and surface water systems to ensure longevity of assets.
 - [NPDES Western Washington Phase II Municipal Stormwater Permit](#)



CONTRACT NUMBER

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

**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: Olson Brothers Pro-Vac (the "Contractor")

Project Name: Stormwater System Maintenance – Parks & Facilities

Commencing: 3/15/2019
 Terminating: 3/15/2021

Amount Not to exceed: \$ 55,834.00 (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.



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.



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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.bis.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 two 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: Martin Bohanan

Email: MBohanan@sammamish.us

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

Company Name: Olson Brothers Pro-Vac

Contact Name: Graham Gill

Street Address: 6622 112th Street East, Puyallup, WA 98373

Phone Number: 253-435-4328

Email: Graham.Gill@pro-vac.com

 <p>By signing below, you agree to all the terms and conditions herein.</p> <p>CITY OF SAMMAMISH, WASHINGTON</p>	<div style="border: 1px solid black; padding: 5px; width: 100%;"> CONTRACT NUMBER </div>
By (Print Name): _____ Date: _____	
Signature _____ Title: _____	
CONTRACTOR <i>Olson Brothers Pro.Vac</i>	
By (Print Name): <i>Graham G.H</i> Date: <i>2-7-19</i>	
Signature <i>[Handwritten Signature]</i> Title: <i>CEO</i>	
ATTEST/AUTHENTICATED:	
By (Print Name): _____ Date: _____	
Signature _____ Title: City Clerk	
APPROVED AS TO FORM:	
By (Print Name): _____ Date: _____	
Signature: _____ Title: City Attorney	
Purchased Service/Maintenance Contract	Revised 8/1/2018



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

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EXHIBIT A
Scope of Work

Purchased Service/Maintenance Contract

Revised 8/1/2018



Invitation to Bid: #MOC 19-02– Stormwater System Maintenance

Scope of Work

GENERAL SPECIFICATIONS

Stormwater System Maintenance work under Schedule A & B shall include catch basin Type 1 and Type 2 vactoring including inspections for illicit discharges and connections; control structure vactoring and repair; storm facility jetting, cleaning, and vactoring; water quality system maintenance such as filter cartridge cleaning and replacement; storm pipe jetting, vactoring, and root cutting services; hydro excavating services; CCTV services; emergency storm/spill response; decant and traffic control.

Contractor shall supply all necessary labor, material and equipment to perform the work described herein.

1. PROJECT SAFETY

Contractor agrees that in performing the work contained within the Contract, that it will meet all regulations in safety as required by Washington Industrial Safety and Health Act (WISHA). Contractor further agrees that it will bring to the attention of the City all conditions on the job site or contained within the specifications which appear to be in violation of the provisions of said Act. Contractor further agrees that it will include within all subcontracts or contracts of purchase of materials, provisions requiring said supplier or subcontractors to meet Washington Industrial Safety and Health Act (WISHA) standards. All materials, components, bidders design elements of said contract will be reviewed and an affirmative determination made by the Contractor that they meet the requirements of WISHA.

2. HAZARDOUS CHEMICAL INVENTORY

The Contractor shall comply with the requirements of the HAZARD COMMUNICATION STANDARD, Washington Administrative Code 296-62-054 through 05425 and shall be required to inform the City of all hazardous substances which are to be used on the City property and to which other personnel may be exposed under normal conditions of use or association or foreseeable emergency (Statutory authority RCW 49.17.040 and 49.17.050). All such substances contemplated for use by a party to the Contract shall be communicated in writing to the Project Manager no later than five (5) days before work is to begin. Such writing shall identify the substance(s) by their common trade or generic chemical names whether they are present singly or in combination with other substances and the quantities to be used. The City may request written information from the Contractor about the substance(s), usually in the form of a Safety Data Sheet (SDS) for which the City does not have any previous information. Nothing in this section shall be construed so as to relieve the Contractor of liability for the use, transport, storage or application of a hazardous substance. The City shall provide the Contractor, upon its request, a current listing of substances known to be present on the City property for the work site concerned and to which the Contractor's employees may reasonably be exposed. The City assumes no liability for any effects of such exposure.



Invitation to Bid: #MOC 19-02– Stormwater System Maintenance

3. DISPOSAL

The Contractor shall be responsible for the disposal of all debris. The Contractor's bid item prices shall include mobilization, haul, and disposal of sediment and wastewater to a Washington State Department of Ecology (WSDOE)/County approved decant facility. No decant shall be allowed to be pumped or drained back into a privately or publicly owned Stormwater system component or infrastructure (e.g. catch basin, ditch, culvert, storm pond, etc.), or natural waterway. No decant shall be allowed to be drained into the sanitary sewer system. The Contractor shall obtain any necessary permits or licenses required to perform these services. Disposal shall be invoiced by the Contractor at par for reimbursement.

4. TEMPORARY TRAFFIC CONTROL

All traffic control including but not limited to provision of certified flaggers, cones, and warning signs is the responsibility of the Contractor.

- A traffic control plan shall be submitted to the City for approval a minimum two (2) working days in advance of work and in accordance to the most currently adopted Manual of Uniform Traffic Control Devices (MUTCD) and Washington State Department of Transportation (WSDOT) Standard Plans.
- Traffic Control is required when work occurs at the following locations:
 - City Hall Property – 801 228th Ave SE
 - Sammamish Community Aquatic Center (YMCA) – 831 228th Ave SE

Schedule A & Schedule B

- a. Bid items within Schedule A & B shall include work to provide cleaning, repairing, or maintaining catch basins, Control Structures and Stormwater Facilities whose primary benefit is for City Parks and City Facilities. Stormwater catch basins and facilities in the system are designed and intended for the disposal of the normal runoff of surface waters from the streets, roads, etc., in which the system was constructed.
- b. Invoicing for all Contract Work shall be identified by itemized Bid Item quantity and unit cost with all supporting documentation. Facilities & Parks must be separate Invoice items.
- c. Contractor shall mark on the maintenance zone map provided by the Project Manager, the location of Catch Basins, Control Structures or Stormwater Facilities that have been cleaned. Contractor shall prepare a daily log sheet in electronic format (currently Excel) to be provided by the City, identifying the address location of each Control Structure. This daily log sheet shall be submitted monthly with request for payment, see Appendix A for example.



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- d. Locations of Stormwater catch basins, Control Structures and Stormwater Facilities can be found using the City of Sammamish Storm Bandit website:
<https://www.arcgis.com/apps/webappviewer/index.html?id=ebae614add6a458481c0a7383538e7c7>

Bid Item A-1 - Type 1 Catch Basin Cleaning - Parks

Bid Item B-1 – Type 1 Catch Basin Cleaning - Facilities

Bid Item A-2 - Type 2 Catch Basin Cleaning - Parks

Bid Item B-2 – Type 2 Catch Basin Cleaning - Facilities

In addition to “General Specifications” above, Contractor shall perform the following:

1. Contractor shall follow a systematic route, inspect for illicit discharges and connections, and clean and vector all Type 1 & Type 2 catch basins within the specified maintenance zones. Maps found in Appendix B.
2. See “Facility Locations and Schedule” below for work to be done in Year 1 & Year 2.
3. Once a catch basin is cleaned, the Contractor shall mark the Type 1 frame with one 1-inch diameter dot and the Type 2 with two 1-inch diameter dots using temporary white paint.
4. Before leaving each catch basin location, the Contractor shall clean with high-pressure water and secure all catch basin grates/lids and remove all vector debris. The City will provide replacement bolts to the Contractor for installation if catch basin grate or cover bolts are missing.
5. Type 1 & Type 2 Catch Basin Cleaning shall be paid per each catch basin.

Bid Item A-3 – Control Structure Cleaning - Parks

Bid Item B-3 – Control Structure Cleaning – Facilities

In addition to “General Specifications” above, Contractor shall perform the following:

1. Contractor shall inspect for illicit discharges and connections and clean and vector all Control Structures identified by the Project Manager. Sizes vary, but are typically 48-inch, 60-inch and 72-inch diameters Type 2 catch basins.
2. Once a Control Structure is cleaned, Contractor shall mark the frame with three 1-inch diameter dots using temporary white paint.
3. Before leaving each catch basin location, the Contractor shall clean with high-pressure water and secure all catch basin grates/lids and remove all vector debris. The City will provide replacement bolts to the Contractor for installation If catch basin grate or cover bolts are missing.
4. Control Structure Cleaning shall be paid per each control structure.



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Bid Item A-4 – Control Structure Repair – Parks

Bid Item B-4 – Control Structure Repair – Facilities

In addition to “General Specifications” above, Contractor shall perform the following:

1. Contractor shall repair control structures appurtenances including shear gates, shear gates rods/chains, ladders, straps, standpipes, weirs, and/or elbows. Repair work will be approved by the Project Manager.
2. Control Structure Repair shall be paid time & material per each control structure.

Bid Item A-5 – Stormwater Facility Cleaning - Parks

Bid Item B-5 – Stormwater Facility Cleaning – Facilities

In addition to “General Specifications” above, Contractor shall perform the following:

1. The pay item includes the vactoring of sediment from vaults, tanks, and sedimentation ponds.
2. Contractor shall clean and vactor Stormwater Facilities identified by the City Project Manager.
3. Before leaving each Stormwater Facility location, the Contractor shall clean with high-pressure water, secure all access manholes and remove all vactor debris. The City will provide replacement bolts to the contractor for installation if catch basin grate or cover bolts are missing.
4. Stormwater Facility Cleaning shall be paid per labor hour.

Bid Item A-6 – Stormfilter™ Cartridge Cleaning and Replacement – Parks

Bid Item B-6 - Stormfilter™ Cartridge Cleaning and Replacement - Facilities

In addition to “General Specifications” above, Contractor shall perform the following:

1. Contractor shall remove and dispose of existing filter cartridge(s). Contractor shall jet and vactor chamber bottoms. Sizes vary from small to large chambers.
2. Contractor shall furnish and install new Stormfilter™ cartridges. Media type shall be PhosphoSORB™. Size and location shall be as directed by the Project Manager.
3. Before leaving each location, the Contractor shall clean with high-pressure water, secure all access grates/lids, and remove all vactor debris. The City will provide replacement bolts to the contractor for installation If catch basin grate or cover bolts are missing.
4. Stormfilter™ Cartridge Replacement shall be paid per each cartridge.



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Bid Item A-7 – Perfilter™ Cartridge Replacement – Parks

In addition to “General Specifications” above, Contractor shall perform the following:

1. Contractor shall remove and dispose of existing filter cartridge. Contractor shall jet and vactor chamber bottoms. Sizes vary from small to large chambers.
2. Contractor shall furnish and install new Perfilter™ cartridges. Media type shall be PhosphoSORB™, or equivalent as approved by City. Size and location shall be as directed by the Project Manager.
3. Before leaving each catch basin location, the Contractor shall clean with high-pressure water, secure all access grates/lids, and remove all vactor debris. The City will provide replacement bolts to the contractor for installation if catch basin grate or cover bolts are missing.

Perfilter™ Cartridge Replacement shall be paid per each cartridge.

Bid Item C-1 & C-2 – Pipe Jetting/Vactoring/Root cutting Services

In addition to “General Specifications” above, Contractor shall perform the following:

1. At the direction of the Project Manager, the Contractor shall perform pipe jetting and vactoring sufficient to clear piping including storm pipes, walls drains, culverted driveways, illicit discharge and road sections.
2. At the direction of the Project Manager, the Contractor shall perform root cutting using either high pressure water jet or mechanical cutting head as necessary to clear roots from the piping where necessary.
3. Pay item shall include the cost of one vactor truck with jetting reel and one operator.
4. Pipe jetting/vactoring/root cutting services shall be paid per hour when laborer arrives and completes work including decant.

Bid Item C-3 & C-4 – Closed Circuit Television Inspection

In addition to “General Specifications” above, Contractor shall perform the following:

1. At the direction of the Project Manager, the Contractor shall conduct TV pipe inspection and provide the Project Manager with a digital visual record of the inspection. The digital record shall include auditory and/or visual location of entry point and indication of direction and linear feet from entry point.



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2. Pay item shall include the cost of one CCTV truck and one operator.
3. Closed Circuit Television inspection shall be paid per labor hour.

Bid Item C-5 & C-6 – Additional Support Vehicles

1. Contractor shall supply all necessary additional vehicles if need to support the work described in this scope. The use of additional support vehicles shall only be paid when approved by the City Project Manager.
2. Equipment rates shall begin at the time the equipment is on site and shall end when the work order is completed.
3. Support vehicles shall be paid per hour.

Bid Item C-7 & C-8 – Additional Labor

1. Contractor shall supply all necessary additional labor to support the work described in this scope.
2. Labor rates shall begin at the time the laborer is on site and shall end when the work order is completed.
3. Contractors additional labor shall be paid per hour.

Bid Item C-9 & C-10 – Additional Flaggers

1. Contractor shall supply additional traffic control flaggers as directed by the project manager for traffic control needs above and beyond the required work areas described in line four (4) under “Scope of Work” – General Specifications. Traffic control signage and equipment shall be considered incidental to this pay item.
2. Additional traffic control flaggers shall be paid per hour.

Bid Item C-11 – Emergency Response

In addition to “General Specifications” above, Contractor shall perform the following:

1. At the direction of the Project Manager, Contractor shall provide vector, pipe jetting, root cutting services, spill containment services, and closed circuit television services on a call-out bases with a **maximum one (1) hour response time 24 hours a day 7 days a week 365 days a year** for storm water system related emergencies where emergency service is deemed necessary by the Project Manager or the City's on-call maintenance worker.
2. Labor and equipment rates shall begin at the time laborer or equipment is on site and shall end when the work order is completed including decant.



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3. Regular business hours are Monday through Friday from 7am to 5pm.
4. Emergency work is requested as needed during the Contract period and there is no implicit or explicit guarantee that work will be requested to reach any amount to be paid under this bid item.
5. Emergency Stormwater/spill services shall be paid by the labor hour.
6. Pay item shall include the cost of one vactor truck with jetting reel and one operator.



Invitation to Bid: #MOC 19-02– Stormwater System Maintenance

Facility Locations & Schedule

See Project Manager for Schedule of the following locations to be cleaned.

2019 Schedule			
Big Rock Park	21805 SE 8th St	DS0142	
Central WA University	120 228 th Ave NE	D98903	
East Sammamish Park	21300 NE 16th St	DS0081	
Evans Creek Preserve II	3650 Sahalee Way NE	DS0149	
Illahee Park Trail	23500 SE 8th St	D92921	
Klahanie Park	25000 Klahanie Blvd	D98552	
Lower Commons	550 222nd Pl SE	DS0020	
MOC	1801 244th Ave NE	DS0022	3 filters
NE Sammamish Park	21210 NE 36th St	DS0082	
Sammamish Landing	4607 E Lk Sam Pkwy NE	DS0138	3 filters

2020 Schedule			
Beaver Lk Ballfield	2526 244 th Ave SE	DS0083	
Beaver Lk Lodge	25201 SE 24 th St	D98371	
Beaver Lk Preserve	1400 W Beaver Lk Dr SE	DS0146	4 filters
Beaver Lk Shop	25005 SE 24 th St	DS0148	
Boys/Girls Club/ Rec Ctr	825 228 th Ave NE	D98417	6 filters
City Hall	801 228 th Ave NE	D98753	8 filters
Community/Aquatic Ctr	831 228 th Ave NE	DS0090/91	19 filters
Ebright Creek Park	1317 212 th Ave SE	DS0021	5 filters
Evans Creek Preserve	4001 224 th Ave NE	D99095	1 filter
Pine Lake Park	2405 228 th Ave SE	DS0023	20 filters

APPENDIX A

**Sample
Daily Log**



DIRECTIONS FOR REPORTING
 -A SEPERATE REPORT FORM MUST BE COMPLETED IN THE FIELD FOR EACH DAY YOU DO WORK.
 -FILL OUT EACH LIGHTLY SHADED BOX WHICH APPLIES.
 -DARKLY SHADED BOXES ARE FOR OFFICE USE ONLY.
 -FILL OUT COMMENT BOXES AS NEEDED TO EXPLAIN CIRCUMSTANCES.
 -LEAVE A DESCRIPTION OF ALL HOURLY WORK PERFORMED IN COMMENTS BOX.

FIELD DAILY LOG SHEET

GENERAL WORK INFORMATION		Hourly Authorization	
DATE:		Authorized By:	
START TIME:		Hourly Address:	
END TIME:		Description of hourly work below	
OP/LABORER NAME:			

	STRUCTURE ADDRESS	Type	SEDIMENT REMOVAL/ COMMENTS OR EXPLANATIONS
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

LAST REVISED 06/09



Field Operations & Maintenance Division

DIRECTIONS FOR REPORTING
 A SEPARATE REPORT FORM MUST BE COMPLETED IN THE FIELD FOR EACH POND.
 FILL OUT EACH LIGHTLY SHADED BOX WHICH APPLIES.
 DARKLY SHADED BOXES ARE FOR OFFICE USE ONLY.
 FILL OUT COMMENT BOXES AS NEEDED TO EXPLAIN CIRCUMSTANCES.

FIELD CLEANING LOG - PONDS

POND DESCRIPTION & LOCATION INFORMATION		GENERAL WORK INFORMATION	
D#NUMBER		DATE	
ADDRESS		START TIME	
MAINTENANCE CODE		END TIME	
WORK ORDER#		OPERATOR NAME	

CLEANING FINDINGS & CONDITIONS	
STRUCTURE DIAMETER	
DEBRIS	
DIRT ONLY	
VEGETATION & DIRT	
OIL	
GREASE	
ROOTS	
ODOR	

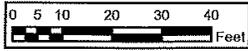
UNUSUAL CONDITIONS (MARK ALL THAT APPLY)	COMMENTS, RECOMMENDATIONS, OR EXPLANATIONS
CAN'T LOCATE CB ASSEMBLY	
CAN'T ACCESS CB ASSEMBLY	
CAN'T LOCATE/ACCESS INLETS	
CAN'T LOCATE/ACCESS LATERALS	
BROKEN CASTING	
EQUIPMENT STUCK	
FLOODING/PONDING	
OTHER	

Appendix B
Zone Maps



Project No. DS0142
Project: Big Rock Park
Location: 21805 SE 8th Ct
Drawn By: Isaac Bailey
Date: 8/10/2018
Sheet: 1 of 1

Facility Sketch Sheet



CB inspection

Legend	
●	Structure
➤	Pipe
---	Flow_path
▨	Wetland
▬	Dispersion Trench



Pictometry, King County



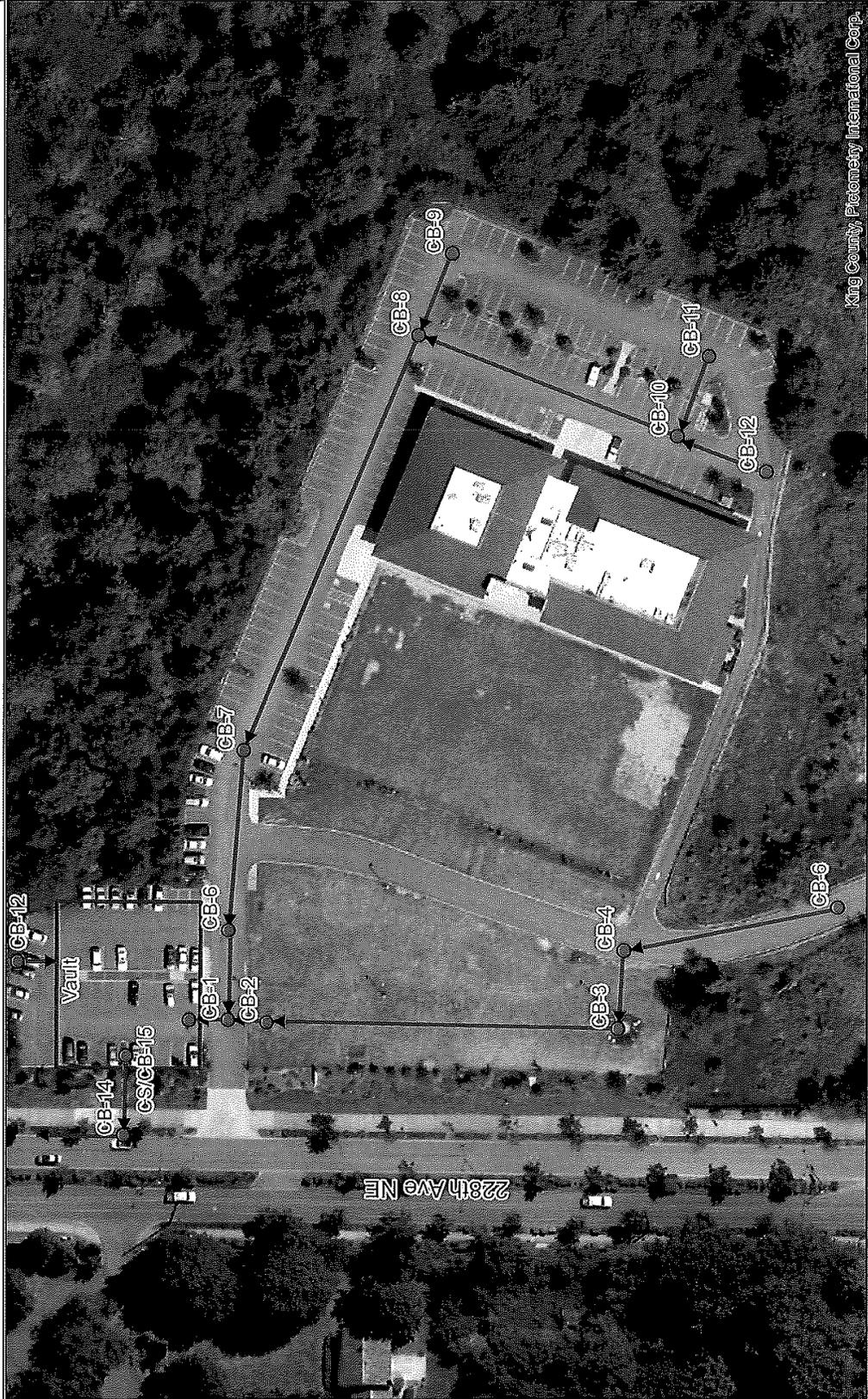
Facility Sketch Sheet

Project No. D98903
 Project: Evergreen Christian Fellowship
 Location: 120 228th Ave NE
 Drawn By: Larissa A. Grundell
 Date: 8/3/2015
 Sheet: 1 of 1



Legend

- Structure
- Pipe
- Vault

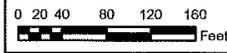


King County, Pictometry International Corp.



Facility Sketch Sheet

Project No. DS0081
Project: Bill Reams E. Samm. Park
Location: 21300 NE 16th St
Drawn By: Larissa A. Grundell
Date: 8/12/2015
Sheet: 1 of 1



Legend

- Structure
- Ditch
- Bioswale
- Pipe



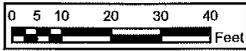
King County, Pictometry International Corp.



Project No. DS0149
Project: Evans Creek Preserve II
Location: 4001 224th Ave NE
Drawn By: Isaac Bailey
Date: 12/17/2018
Sheet: 1 of 1

Facility Sketch Sheet

Sketch



Legend

- Pipe
- Outfall
- Structure

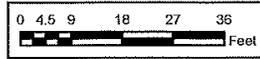


Pictometry, King County



Facility Sketch Sheet

Project No. D92920
Project: Llama Landing
Location: NE 8th St
Drawn By: Larissa A. Grundell
Date: 7/1/2015
Sheet: 1 of 1



Legend

- Structure
- Flow Path
- Pipe
- Road
- ▭ Pond

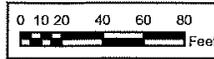
A north arrow pointing upwards, labeled with the letter "N".

King County, Pictometry International Corp.



Facility Sketch Sheet

Project No. D92919
Project: Llama Landing
Location: 236th PI NE & 235th PI NE
Drawn By: Larissa A. Grundell
Date: 7/2/2015
Sheet: 1 of 1



Legend

- Outfall
- Structure
- Road
- Pipe
- Pond

A north arrow pointing upwards, labeled with the letter "N".

King County, Photometry International Corp.

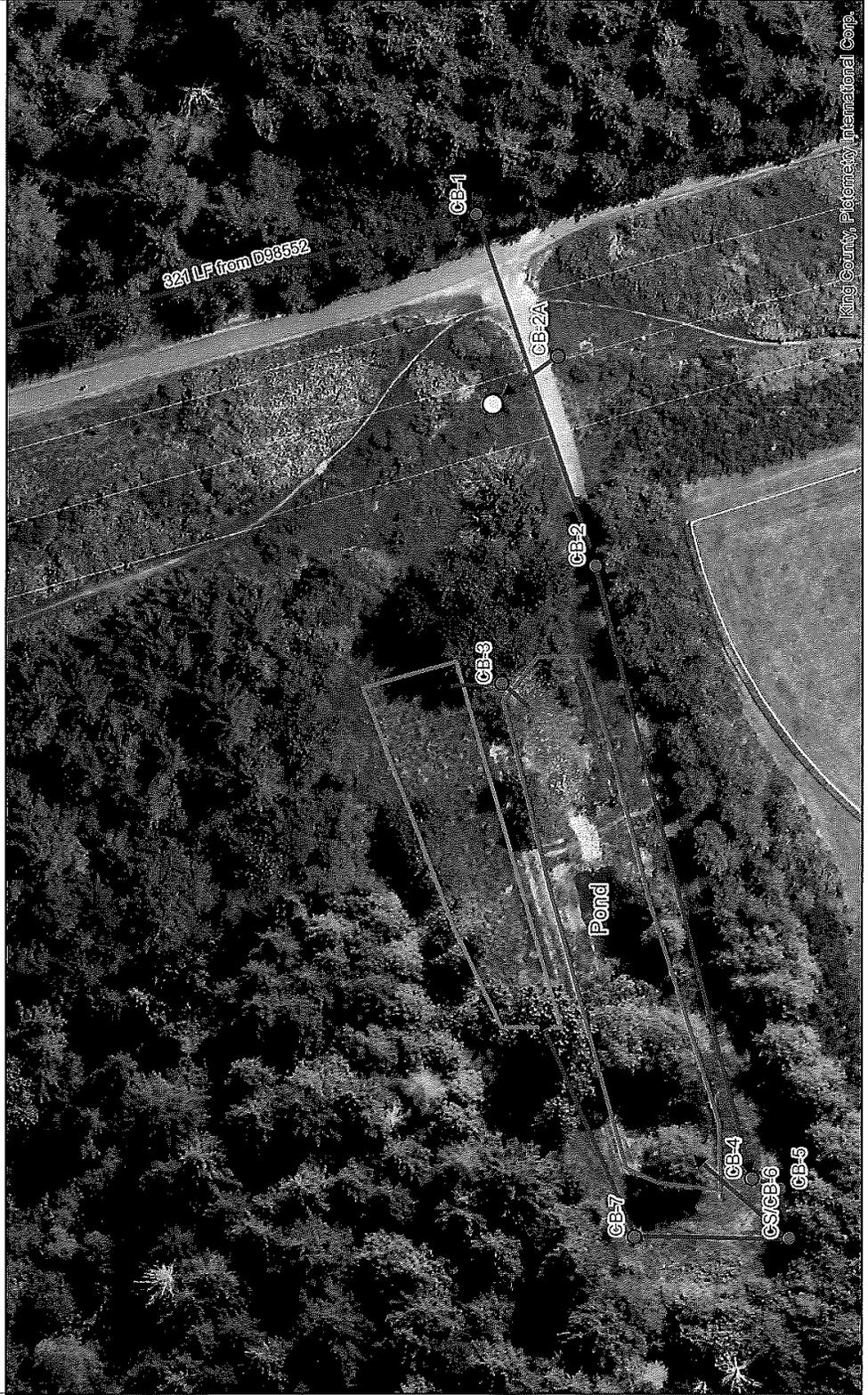


Facility Sketch Sheet

Project No. D98552
Project: Klahanie KC Park
Location: 25000 SE Klahanie BLVD
Drawn By: Larissa A. Grundell
Date: 8/19/2015
Sheet: 1 of 1



Legend	
	Outfall
	Structure
	Pipe
	Bioswale
	Pond





Project No. DS0020

Project: Sammamish Commons Park

Location: 222nd Pl SE & 225th Ave SE

Drawn By: Larissa Grundell

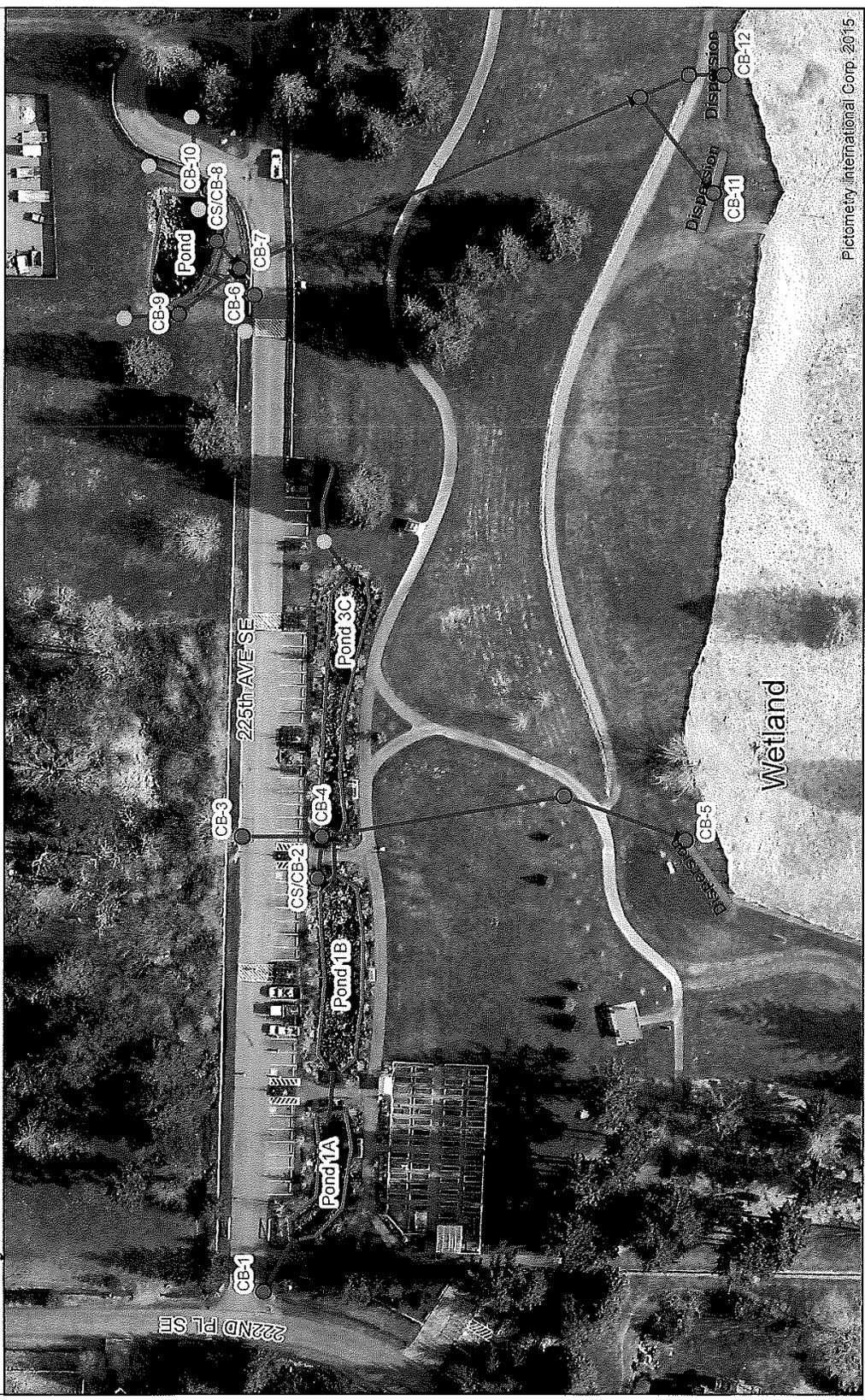
Date: 8/15/2016

Sheet: 1 of 1

Facility Sketch Sheet

Legend

- Structure
- ▬ Dispersion_Trench
- ▬ Pipe
- ▭ Pond
- ▭ Bioswale
- Outfall

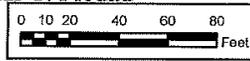


Pictometry International Corp. 2015



Facility Sketch Sheet

Project No. DS0022
Project: City of Sammamish
Maintenance and Operations Center
Location: 1801 244th AVE NE
Drawn By: Christian C. Piedad
Date: 6/23/2015
Sheet: 1 of 1



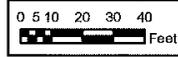
Legend	
●	Rip Rap
○	Structure
→	Pipe
□	Swale
□	Pond



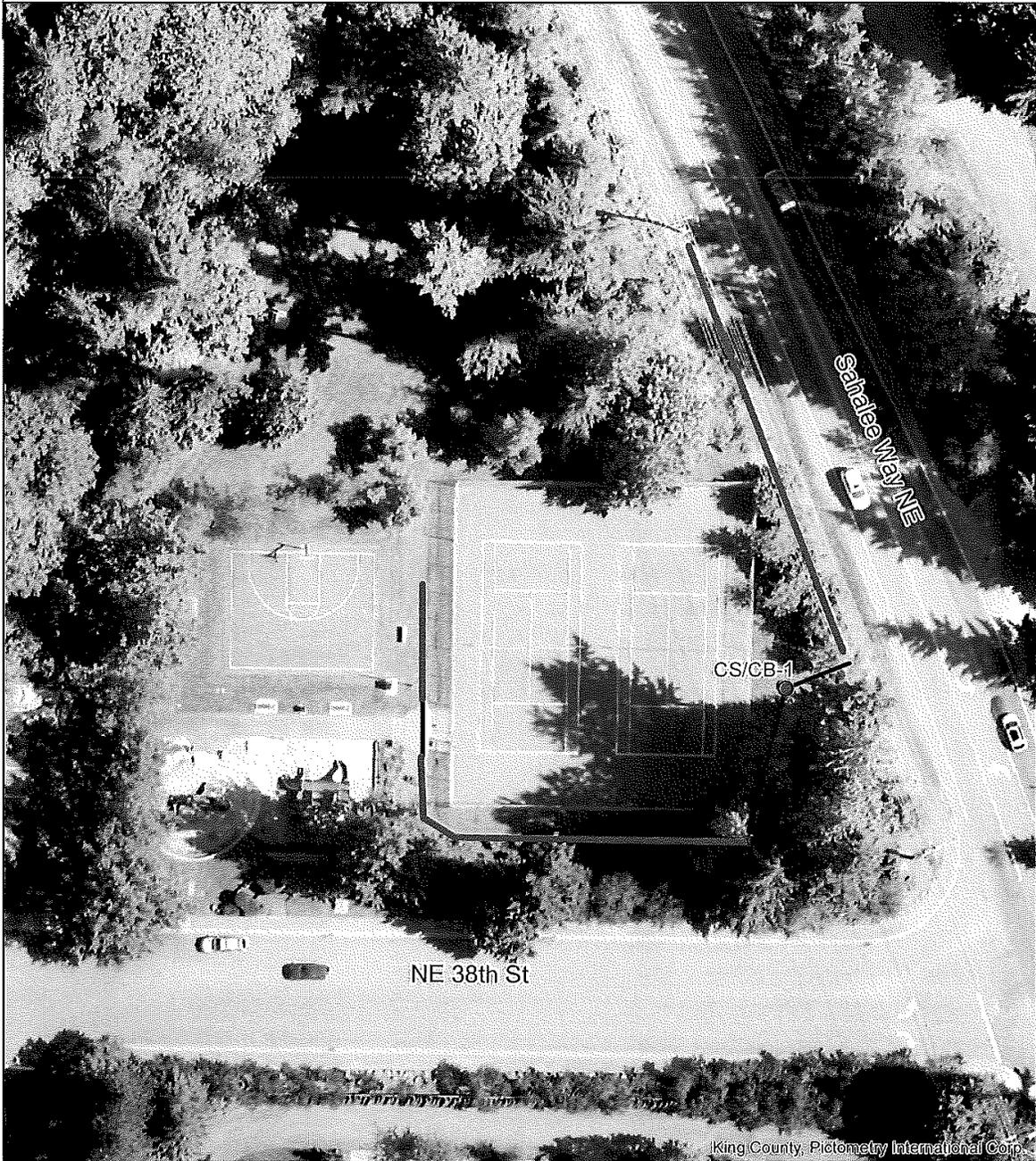


Project No. DS0082
Project: Northeast Sammamish Park
Location: Sahalee Way NE & NE 36th St
Drawn By: Larissa A. Grundell
Date: 8/12/2015

Facility Sketch Sheet Sheet: 1 of 1



Legend	
●	Structure
—	Ditch
—	Pipe



King County, Pictometry International Corp.



Public Works Department
801 228th Avenue SE
Sammamish, WA 98075-9509
Phone: 425-295-0500
Fax: 425-295-0600
City Hall Hours: 8:30am-5:00pm
Permit Center: 8:30am-4:00pm
Web: www.sammamish.us
www.mybuildingpermit.com

Stormwater Facility Information Form

"One form required per facility"

Type of Facility: [] Residential [x] Commercial [] Regional

Facility Sketch attached Y [x] (See Attachment 1 for example)

Facility Numbers (assigned by City Staff): DS _ _ _ _ _

Stormwater Design Manual: KCSWDM

Plat Name: Sammamish Landing Park

Facility Location (tract name parcel number and nearest address):

1825069015 4607 E Lake Sammamish Pkwy NE, Sammamish, Wa 98074

Latitude: 47.648752 Longitude: -122.088216

Components: (e.g. Detention/wet pond, storm filter, rain garden):

1) Manhole near parking lot - Perk Filter

2) Dispersion Trench

3)

4)

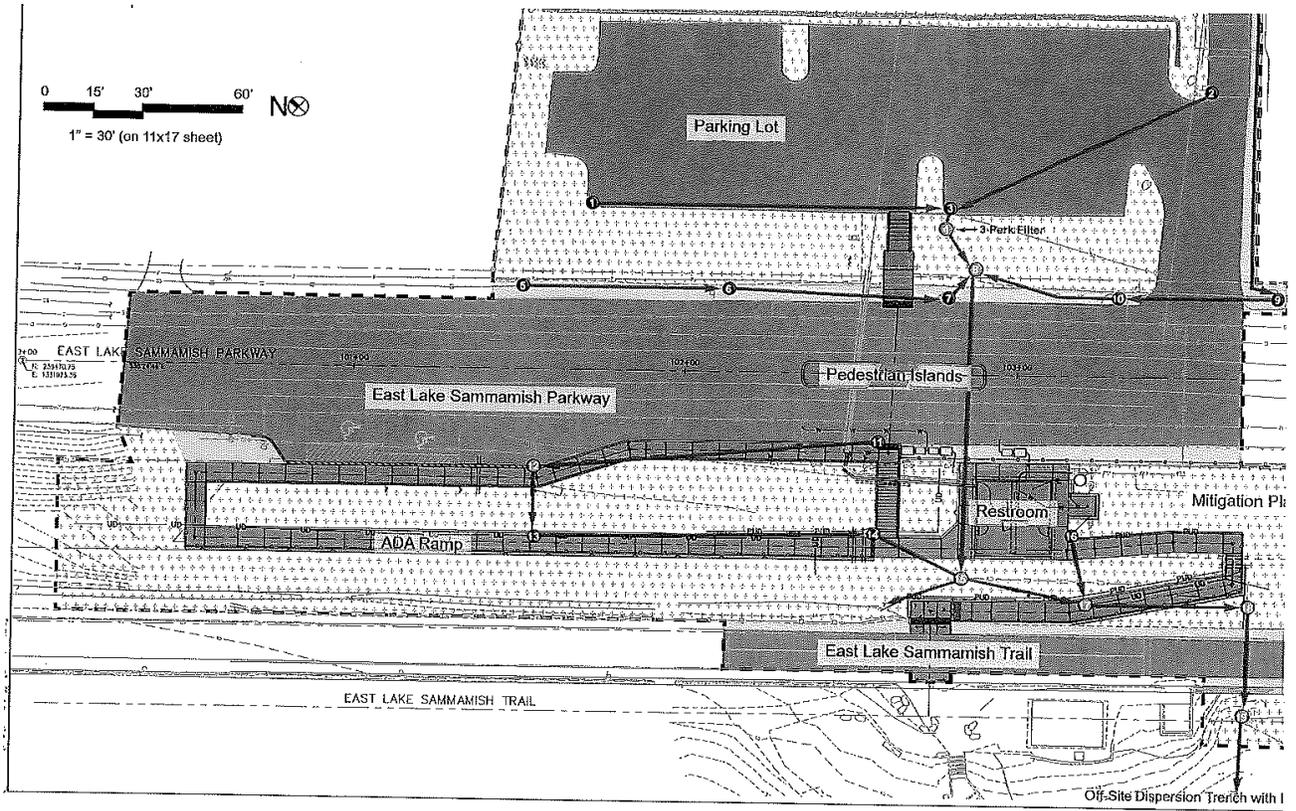
Vegetation control needed: Y [] or N [x] Square footage of vegetated area:

Maintained by: [x] City or [] Private Party (please specify) If YES, see Attachment 2

Fence Y [] or N [x] If yes, [] Chain Link, or [] Wood

Maintained by: [x] City or [] Private Party (please specify)

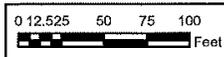
Number of storm filter cartridges installed, media type and size (if applicable):





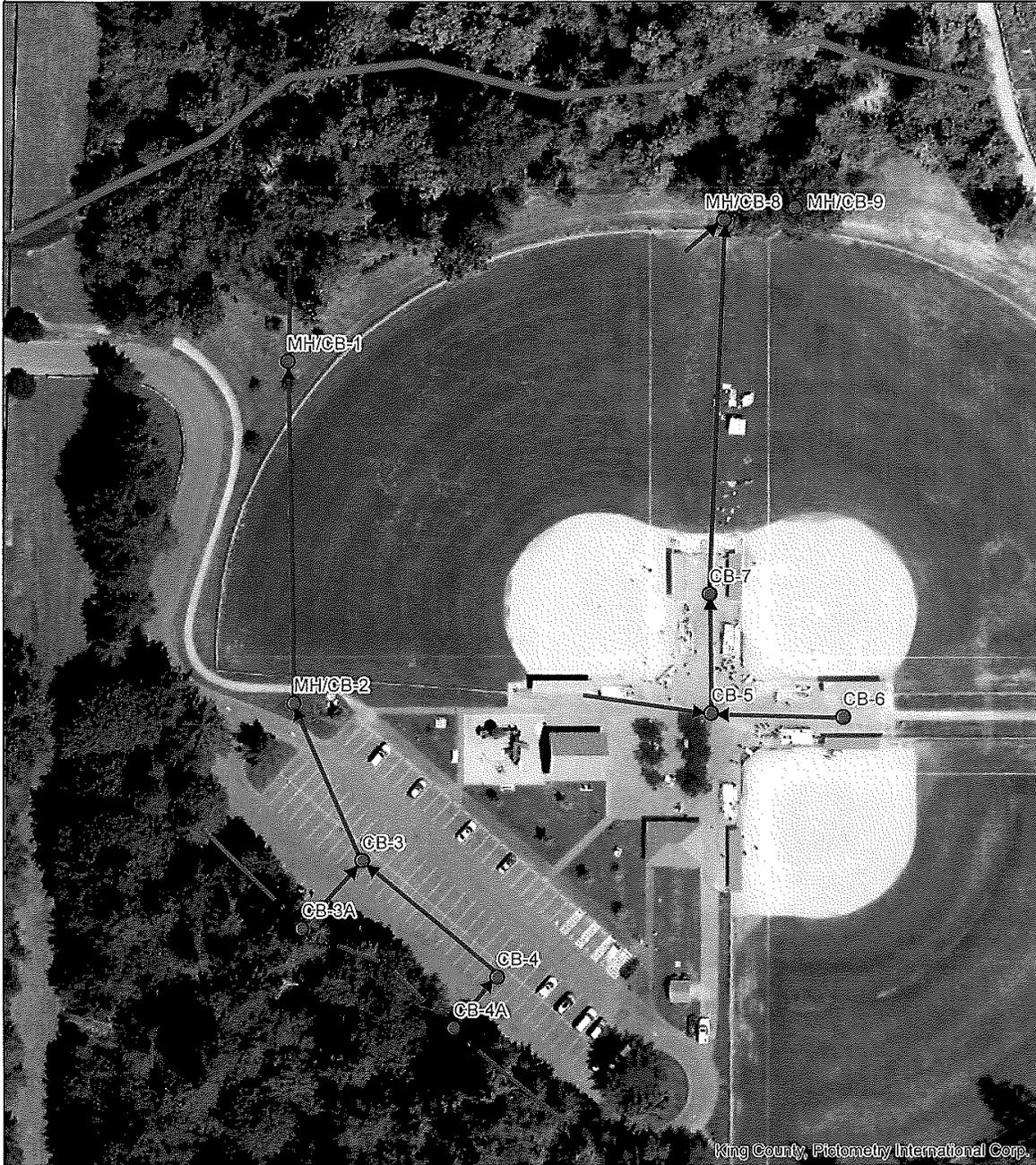
Facility Sketch Sheet

Project No. D S0083
Project: Beaver Lake Ball Park
Location: 2808 244th Ave SE
Drawn By: Larissa A. Grundell
Date: 8/12/2015
Sheet: 1 of 1



Legend

- Structure
- Stream
- Ditch
- Pipe



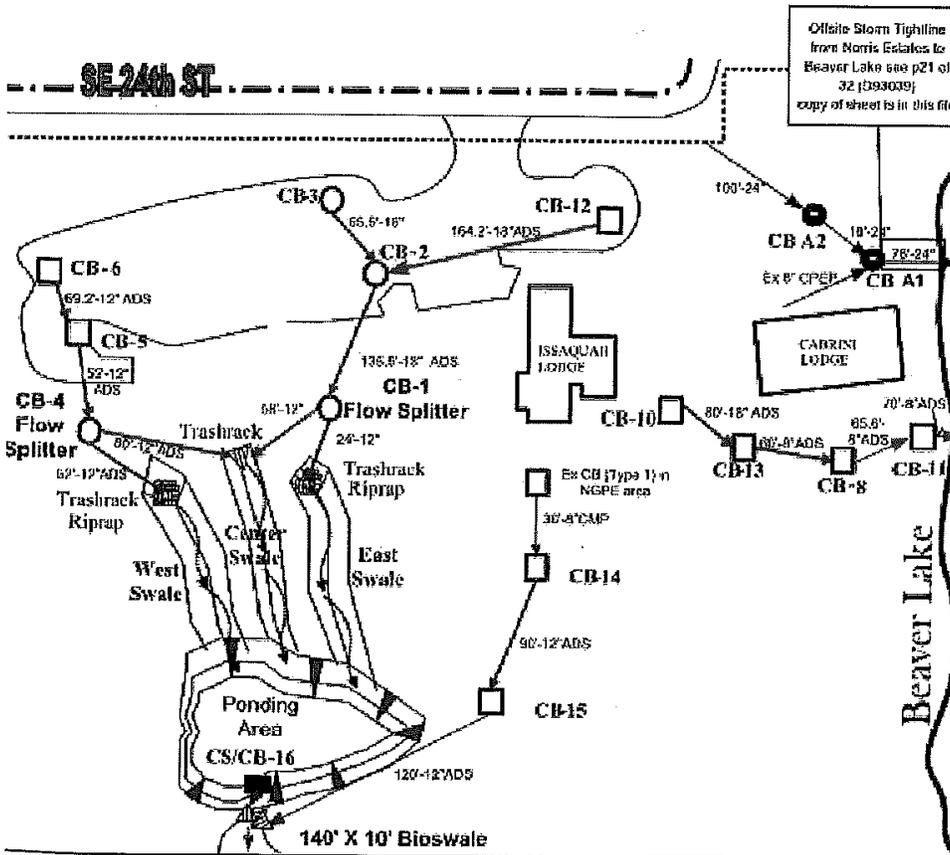
King County, Pictometry International Corp.



**Department of Natural Resources
Water and Land Resource Division
FACILITY SKETCH**

PROJECT NO. D98371 City of Sammamish
 PROJECT Beaver Lake Park
 LOCATION 25201 SE 24th St
 KROLL PAGE 961W BASIN E Lk Sam
 TB PAGE 598D2 TYPE Pond
 MAIN DIVISION 2 DATE 9/23/02
 INITIALS - AMC

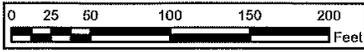
Updated 6/17/10 by CTM





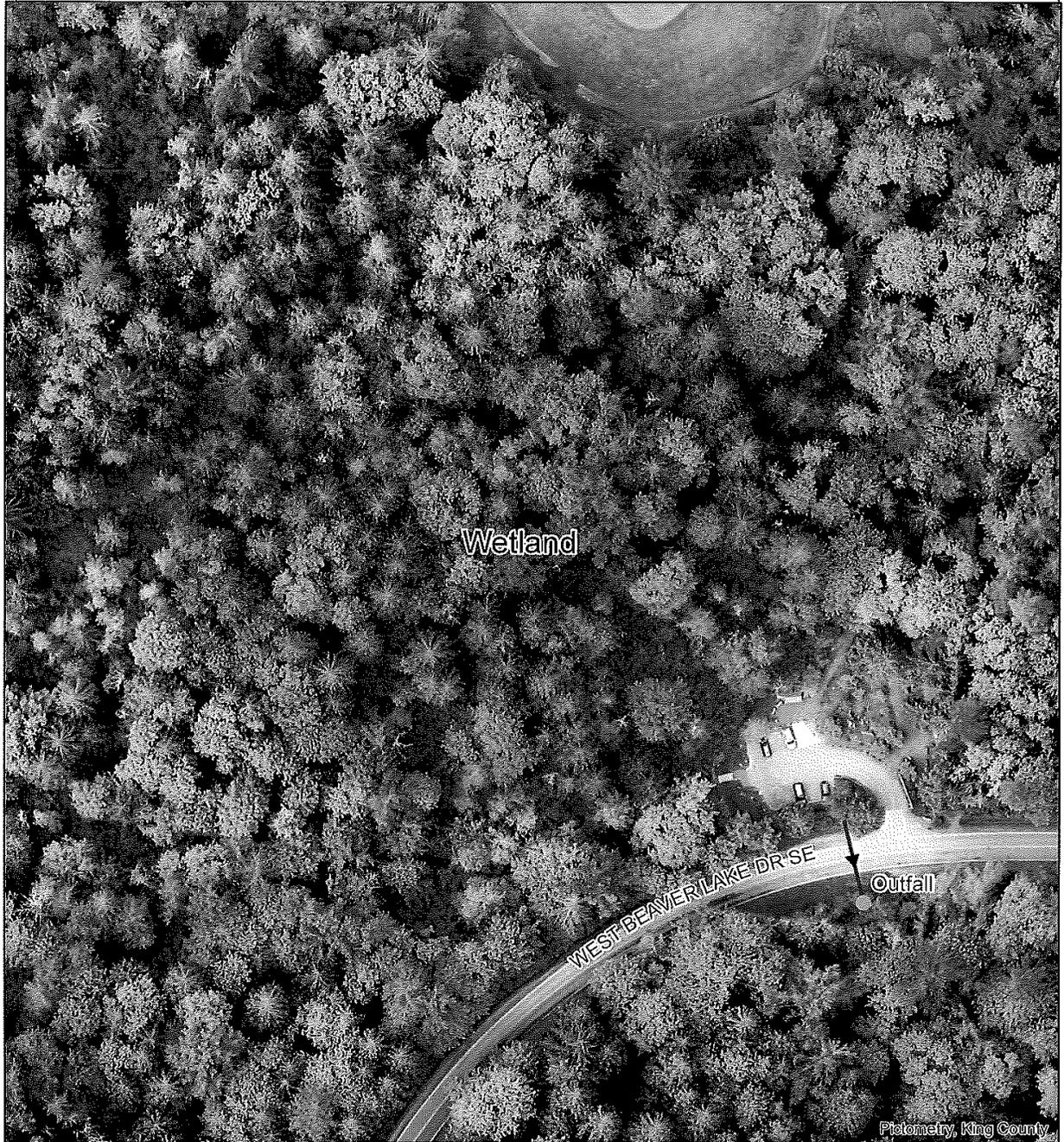
Project No. DS0146
Project: Beaver Lake Reserve
Location: 1301 W Beaver Lake Dr SE
Drawn By: Isaac Bailey
Date: 12/17/2018
Sheet: 1 of 1

Facility Sketch Sheet



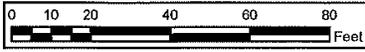
Sketch

Legend	
	Wetland
	Pipe
	Outfall





Facility Sketch Sheet



Project No. DS0148
Project: Beaver Lake Shop
Location: 25201 SE 24th St
Drawn By: Isaac Bailey
Date: 12/27/2018
Sheet: 1 of 1

Sketch

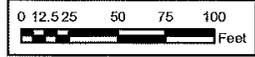
Legend	
●	Structure
○	Outfall
—	Streams
—▶	Pipe
—	Culvert





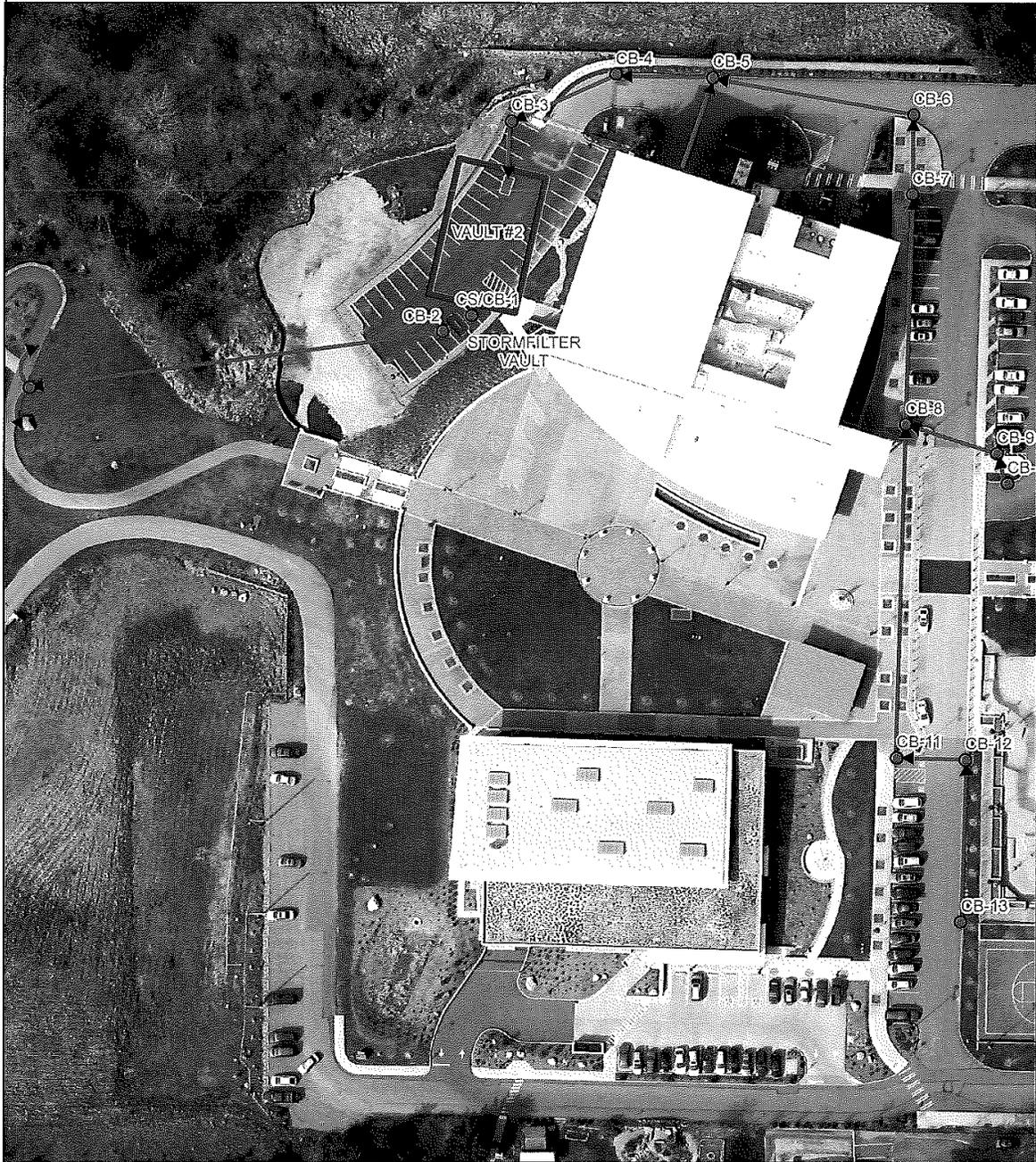
Project No. D98754
Project: Sammamish City Hall
Location: 801 228th Ave SE
Drawn By: Christian C. Piedad
Date: 6/25/2015
Sheet: 1 of 1

Facility Sketch Sheet



Legend

- Structure
- Pipe
- ▭ Vault

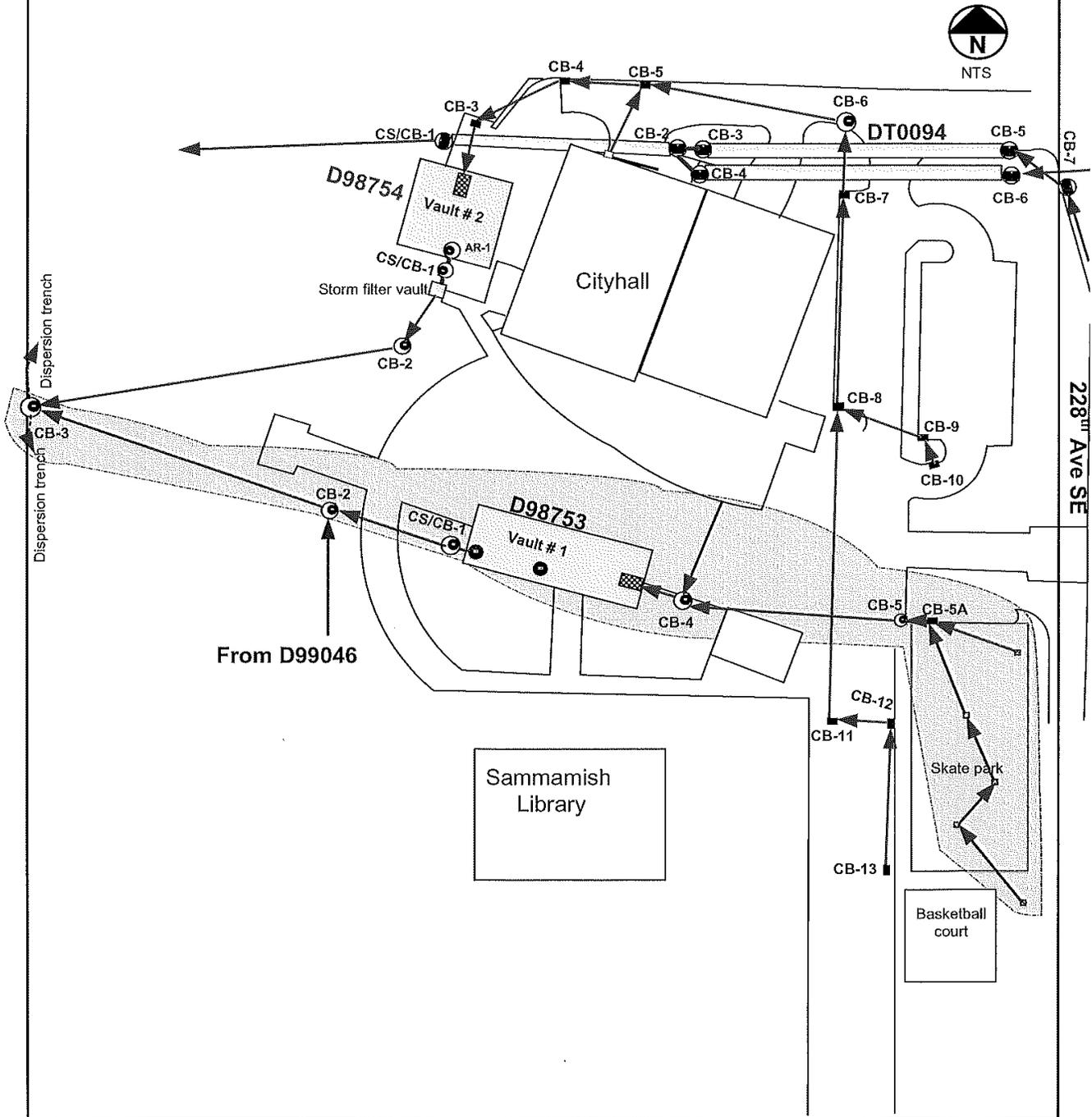
A north arrow pointing upwards, labeled with the letter 'N'.



King County
 Department of Natural Resources
 Water and Land Resource Division

PROJECT NO. **D98753-54 & DT0094**
 PROJECT **Sammamish City Hall**
 LOCATION **801 228th Ave SE**
 KROLL PAGE **575E** SUB BASIN **ELS**
 TB PAGE **568 A7** TYPE **Tank/Vaults**
 MAINT. DIVISION **2** DATE **12/14/2010**
 OUT OF SERVICE **No** INITIALS - **SJ**

FACILITY SKETCH SHEET



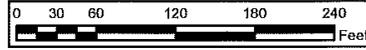


Project No. DS0090
Project: SCAC - West Parking Lot
Location: 831 228th Ave SE
Drawn By: Brock McNairy
Date: 7/3/2017

Facility Sketch Sheet

Sheet: 1 of 1

Legend	
●	Structure
➔	Pipe
□	Detention Basin
▭	Vault
▨	Energy Dissipator





Public Works Department
801 228th Avenue SE
Sammamish, WA 98075-9509
Phone: 425-295-0500
Fax: 425-295-0600
City Hall Hours: 8:30am-5:00pm
Permit Center: 8:30am-4:00pm
Web: www.sammamish.us
www.mybuildingpermit.com

Stormwater Facility Information Form

"One form required per facility"

Type of Facility: Residential Commercial Regional

Facility Sketch attached Y (See Attachment 1 for example)

Facility Numbers (assigned by City Staff): DS_0090__

Stormwater Design Manual: KCSWDM 2009 KCSWDM 1998

Plat Name: Sammamish Community & Aquatic Center

Facility Location (tract name parcel number and nearest address):

APN: 042406-9001 831 228th Ave., SE, Sammamish, WA 98074

Latitude: 47.601100 Longitude: 122.037600

Components: (eg. Detention/wet pond, storm filter, rain garden):

- 1) LID Elements: Green Roof, Pervious Pavements, Afforestation, Rain Water Harvesting
- 2) Flow Control Elements: Gravel Trench Detention Basin, Detention Wetvault
- 3) Water Quality Elements: Detention Wetvault, StormFilters (19 cartridges main vault, 3 cartridges north access drive manhole)
- 4) Conveyance & Discharge Elements: Catch Basins, Pipes, Dispersion Trench, Rip Rap Energy Dissipator

Vegetation control needed: Y or N Square footage of vegetated area: ~3.9-acres (onsite)
~4.7-acres (offsite afforestation)

Maintained by: City or Private Party (please specify)

Fence Y or N If yes, Chain Link, or Wood

Maintained by: City or Private Party (please specify)

Number of storm filter cartridges installed, media type and size (if applicable):

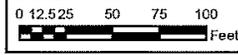
Main StormFilter Vault (@ NW corner of lower parking lot) has 19 18" ZPG cartridges
North Access Road StormFilter Manhole (west of City Hall) has 3 18" ZPG cartridges

Revised 02/17/2016



Project NO. DS0021
Project: Ebright Creek Park
Location: 1317 212th Ave SE
Drawn By: Graham Hart
Date: 7/18/2016
Sheet: 1 of 2

Facility Sketch Sheet



Legend

- Structure
- Pipe
- ▶ Bioswale
- Vault





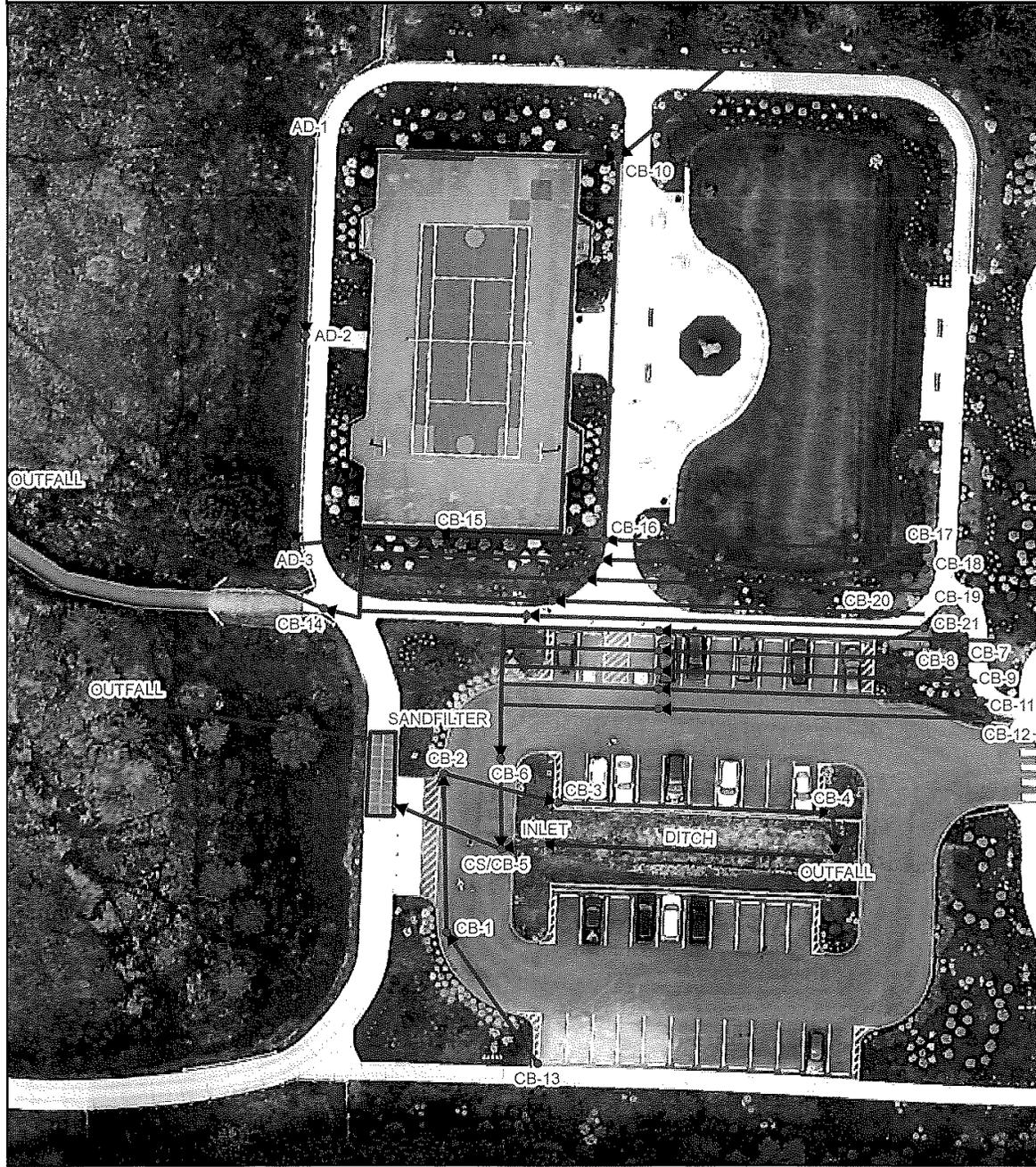
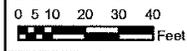
Facility Sketch Sheet

Project NO. DS0021
Project: Ebright Creek Park
Location: 1317 212th Ave SE
Drawn By: Graham Hart
Date: 7/18/2016
Sheet: 2 of 2

Legend

- Structure
- Pipe
- ▬ Bioswale
- ▭ Vault

N



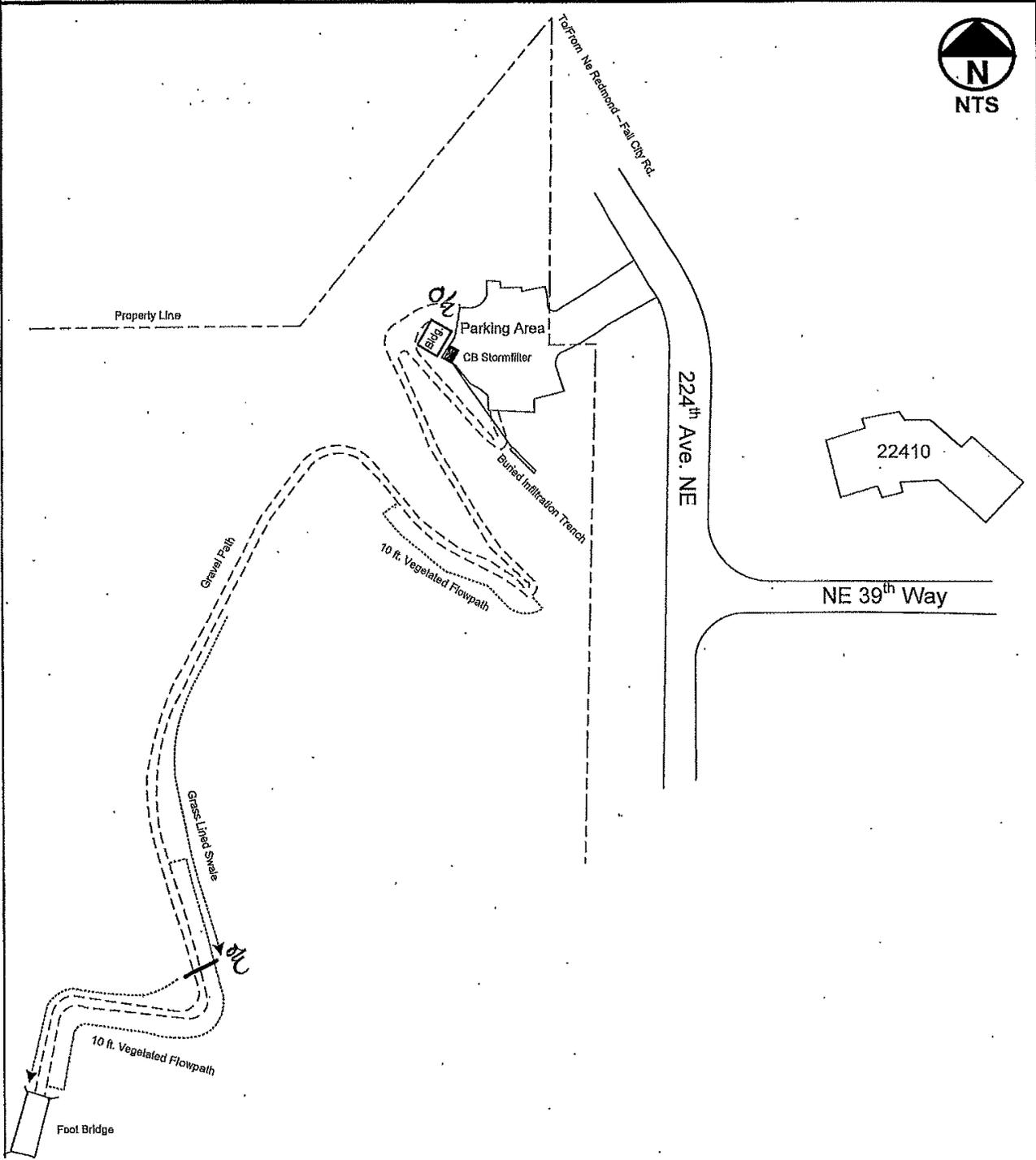
Z1ZCU0900Z



KING COUNTY
 Department of Natural Resources
 Water and Land Resource Division

FACILITY SKETCH

PROJECT NO.	D99095 / 1118073		
PROJECT	Evans Creek Preserve		
LOCATION	3929 - 224 th Ave. NE		
KROLL PAGE	946E	BASIN	Evans Creek
TB PAGE	568A1	TYPE	Contech Storm Filter
MAINT. DIVISION	1	DATE	Nov. 2013
OUT OF SERVICE	in	INITIALS	NK





Facility Sketch Sheet

Project No. DS0023
 Project: Pine Lake Park
 Location: SE 23rd Pl & 228th Ave SE
 Drawn By: Larissa Grundell
 Date: 8/15/2016
 Sheet: 1 of 1



Legend	
	Structure
	Pipe
	Filter
	Tank
	Outfall
	Ditch



SE 27th St
 Fishbowl International Corp. 2015



Invitation to Bid: #19-02
 Stormwater System Maintenance/Facilities & Parks

Vendor Name: Olson Brothers Pro-Vac

Schedule A (Parks)
 City of Sammamish

BID ITEM	ITEMS OF WORK	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
A-1	Type 1 Catch Basin Cleaning	218	Per Each	\$ 27.00	\$ 5,886.00
A-2	Type 2 Catch Basin Cleaning	7	Per Each	\$ 64.50	\$ 451.50
A-3	Control Structure Cleaning	12	Per Each	\$ 315.00	\$ 3,780.00
A-4	Control Structure Repair Labor rate	1	Per Hour	\$ 325.00	\$ 325.00
A-5	Stormwater Facility Cleaning	1	Per Hour	\$ 275.00	\$ 275.00
A-6	Stormfilter™ Cartridge Cleaning and Replacement	58	Per Each	\$ 249.00	\$ 14,442.00
A-7	PerkFilter™ Cartridge Cleaning and Replacement	3	Per Each	\$ 249.00	\$ 747.00
Sub-Total - Schedule A					\$ 25,906.50
Washington State Sale Tax (10%)					\$ 2,590.65
Total Schedule A					\$ 28,497.15



Invitation to Bid: #19-02
 Stormwater System Maintenance/Facilities & Parks

Vendor Name: Olson Brothers Pro-Vac

Schedule B (Facilities)
 City of Sammamish

BID ITEM	ITEMS OF WORK	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
B-1	Type 1 Catch Basin Cleaning	44	Per Each	\$ 27.00	\$ 1,188.00
B-2	Type 2 Catch Basin Cleaning	1	Per Each	\$ 64.50	\$ 64.50
B-3	Control Structure Cleaning	2	Per Each	\$ 315.00	\$ 630.00
B-4	Control Structure Repair Labor rate	1	Per Hour	\$ 325.00	\$ 325.00
B-5	Stormwater Facility Cleaning	1	Per Hour	\$ 275.00	\$ 275.00
B-6	Stormfilter™ Cartridge Cleaning and Replacement	9	Per Each	\$ 249.00	2,241.00
Sub-Total - Schedule B					\$ 4,723.50
Washington State Sale Tax (10%)					\$ 472.35
Total Schedule B					\$ 5,195.85



Invitation to Bid: #19-02
 Stormwater System Maintenance/Facilities & Parks

Vendor Name: Olson Brothers Pro-Vac

Schedule C
 City of Sammamish

BID ITEM	ITEMS OF WORK	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
C-1	Vactor truck with jetting reel & operator for Pipe Jetting/Vactoring/Root Cutting Regular rate	1	Per Hour	\$ 295.00	\$ 295.00
C-2	Vactor truck with jetting reel & operator/Emergency response Overtime rate	1	Per Hour	\$ 345.00	\$ 345.00
C-3	CCTV truck and operator Regular rate	1	Per Hour	\$ 250.00	\$ 250.00
C-4	CCTV truck and operator Overtime rate	1	Per Hour	\$ 295.00	\$ 295.00
C-5	Additional support vehicle Regular rate	1	Per Hour	\$ 75.00	\$ 75.00
C-6	Additional support vehicle Overtime rate	1	Per Hour	\$ 100.00	\$ 100.00
C-7	Additional Laborer, Regular rate	1	Per Hour	\$ 65.00	\$ 65.00
C-8	Additional Laborer Overtime rate	1	Per Hour	\$ 95.00	\$ 95.00
C-9	Additional Flagging Regular rate	1	Per Hour	\$ 150.00	\$ 150.00
C-10	Additional Flagging Overtime rate	1	Per Hour	\$ 200.00	\$ 200.00
Sub-Total – Schedule C					\$ 1,870.00
Washington State Sale Tax (10%)					\$ 187.00
Total Schedule C					\$ 2,057.00



Invitation to Bid: #19-02
Stormwater System Maintenance/Facilities & Parks

Vendor Name: Olson Brothers Pro-Vac

Bid Item	Mark-up %	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
D-11	Materials Mark-up %	N/A	10 %	N/A	N/A
	Summary by Schedule				Total Amount
Total Schedule A					\$ 28,497.15
Total Schedule B					\$ 5,195.85
Total Schedule C					\$ 2,057.00
Total Bid includes Wa State Sales Tax (10%)				Total Bid	\$ 35,750.00
<p>BID DUE DATE/TIME: Thursday, January 31, 2019 @ 2:00pm</p> <p>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.</p>					

Draft



MINUTES

City Council Regular Meeting

6:30 PM - June 18, 2019

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

Attended via TeleConference Call - Deputy Mayor Karen Moran and Councilmember Tom Hornish

Staff Present:

City Manager Rick Rudometkin
Director of Community Development Jeff Thomas
Director of Parks & Recreation Angie Feser
Deputy Director of Parks & Recreation Anjali Myer
Deputy Director of Finance & Risk Management Chris Gianini
Deputy Director of Public Works Cheryl Paston
City Engineer Andrew Zagars
Senior Stormwater Program Manager Tawni Dalziel
Communications Manager/Public Information Officer Sharon Gavin
City Attorney Michael Kenyon
Deputy Clerk Lita Hachey

ROLL CALL

Roll was called.

PLEDGE OF ALLEGIANCE

Councilmember Ross led the pledge.

Draft

APPROVAL OF AGENDA

MOTION: Councilmember Ramiro Valderrama moved to approve the agenda as read. Councilmember Tom Hornish seconded. Motion carried unanimously 7-0.

PUBLIC COMMENT

Mark Cross, 247 208 Ave NE, spoke regarding the Zackuse Basin Plan.

Mary Wictor, 408 208 Ave NE, spoke regarding the Stormwater Code Amendments and the Zackuse Basin Plan. Showed a presentation that is available upon request to the [City Clerk](#).

David Caufield, 20550 NE 33 St, spoke regarding the Stormwater Code Amendments and how it has affected his permit application. Showed a presentation that is available upon request to the [City Clerk](#).

James Eastman, 196 Ave NE, spoke regarding the stormwater in Sammamish and showed a presentation that is available upon request to the [City Clerk](#).

Paul Stickney, 22626 NE Inglewood Hill Rd, stated that he attended the Citizens for Sammamish meeting last night and they spoke about the Zackuse Basin Plan. Submitted some comments from Wally Perreya on the Zackuse Basin Plan. He also commented on the Flag Policy.

Karen Herring, 23684 SE 32 Way, spoke regarding the Stormwater Code amendments.

Mayor Malchow requested to the City Manager that on Agenda Bills that Community Safety gets checked when appropriate.

CONSENT CALENDAR

Payroll: For the Period Ending May 31, 2019 For a Pay Date of June 5, 2019 in the Amount of \$463,133.67

Approval: Claims For Period Ending June 18, 2019 In The Amount Of \$5,111,319.81 For Check No. 54186 Through 54316

Ordinance: Amending Ordinance No. O2018-475, The 2019-2020 Biennial Budget, For The Purpose Of Revising The 2019-2020 Biennial Budget. **(O2019-485)**

Resolution: Accepting The 2018 Intersection Improvements Project As Complete. **(R2019-837)**

Resolution: Adoption of the Zackuse Basin Plan

Resolution: Exempting Eastside Fire & Rescue from the Alternative Fuels Requirements of RCW 43.19.648(2)(a).

Approval: Policy for the Display of U.S. Flag, State Flag, and Other Flags

Approval: 2019-City Hall Office Reconfiguration Phase II and Carpet Replacement/ Integrated Interior Solutions

Draft

Contract Approval: 2019 Pavement Overlay and 228th Ave Catch Basin Repair Construction Management Services/ KBA

Approval: Notes for the June 3, 2019 Study Session

Approval: Minutes for the June 4, 2019 Regular Meeting

Approval: Notes for June 11, 2019 Study Session

Deputy Mayor Moran requested to remove Item # 5 - Adoption of the Zackuse Basin Plan.

Councilmember Stuart requested to remove Item # 6 - Exempting Eastside Fire and Rescue from the Alternative Fuels Requirements.

Councilmember Hornish requested to remove Item # 7 - the Policy for the display of U.S. Flag, State Flag and other Flags, from the Consent Calendar.

These items will be placed before the Public Hearing for the Transportation Improvement Plan on the Agenda.

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

PRESENTATIONS / PROCLAMATIONS - NONE

Item # 5 - Resolution - Adoption of the Zackuse Basin Plan

Deputy Mayor Moran would like to see this item added to a Study Session at some date in the future and invite the Sammamish Plateau Water. Councilmember Stuart suggested including the feedback submitted from Citizens.

MOTION: Deputy Mayor Karen Moran moved to reschedule the Zackuse Basin Plan to a Study Session with both Water District and include all documented feedback from Citizens. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

Item # 6 - Resolution: Exempting Eastside Fire & Rescue from the Alternative Fuels Requirements of RCW 43.19.648(2)(a) **(R2019-838)**

Chief Jeff Clark spoke about the background regarding the alternative fuel requirements and answered the Council's questions.

MOTION: Councilmember Pam Stuart moved to approve the resolution exempting Eastside Fire & Rescue from the Alternative Fuels Requirements of RCW 43.19.648(2)(a). (R2019-838) Councilmember Chris Ross seconded. Motion carried unanimously 7-0.

Item # 7 - Approval: Policy for the Display of U.S. Flag, State Flag, and Other Flags

MOTION: Councilmember Tom Hornish moved to reschedule the policy for the display of U.S Flag, State Flag and Other Flags to a study session at a date in the future, to provide time for public input and to amend section 3.3 by adding "by the City Manager" and strike "City Council." . Deputy Mayor Karen Moran seconded. Motion carried 4-3 with Councilmember Jason Ritchie, Councilmember Ramiro Valderrama, and Councilmember Pam Stuart dissenting.

Draft

MOTION: Councilmember Jason Ritchie moved to AMEND Section 3.3 to add "by the City Manager" and strike "City Council." Councilmember Ramiro Valderrama seconded. Motion carried 5-2 with Councilmember Tom Hornish and Councilmember Pam Stuart dissenting.

PUBLIC HEARINGS

Public Hearing: Adopting An Updated Six-Year Transportation Improvement Plan (TIP) For 2020-2025. (R2019-839)

Cheryl Paston, Interim Director of Public Works and Andrew Zagars, City Engineer led the discussion and held a Public Hearing on the updated six-year Transportation Improvement Plan for 2020-2025.

A new handout was distributed to Council and available in the iCompass Document Center found [here](#).

Public Hearing opened at 7:35 pm and closed at 7:43 pm with the following comments:

James Eastman, E Lk Sammamish Pkwy, spoke about the need for further studies along the SR202 Corridor. Showed a presentation available upon request to the [City Clerk](#).

Paul Stickney, 22626 NE Inglewood Hill Rd, spoke about transportation and growth and stated he is supportive of adopting the TIP.

MOTION: Councilmember Jason Ritchie moved to adopt the updated six-year Transportation Improvement Plan for 2020-2025 as amended. (MAIN MOTION) Councilmember Tom Hornish seconded. Motion failed 2-5 with Mayor Christie Malchow, Deputy Mayor Karen Moran, Councilmember Ramiro Valderrama, Councilmember Chris Ross, and Councilmember Tom Hornish dissenting.

MOTION: Councilmember Pam Stuart moved to propose, upfront, more study for Sahalee Way (TR-05 & TR_(New) row 6), to study the entire Sahalee corridor and to include temporary safety improvements. (in 2020 or 2021). Councilmember Jason Ritchie seconded. Motion carried 5-2 with Deputy Mayor Karen Moran and Councilmember Tom Hornish dissenting.

MOTION: Mayor Christie Malchow moved to to make an amendment to shift all the funding relating to Sahalee Way to next year (2020). (AMENDMENT) Councilmember Tom Hornish seconded. Motion failed 3-4 with Councilmember Jason Ritchie, Councilmember Ramiro Valderrama, Councilmember Chris Ross, and Councilmember Pam Stuart dissenting.

Councilmember Pam Stuart moved to split apart Issaquah-Pine Lake Road and focus on a stop light at the SE 32 Roundabout near the Fire Station. Motion WITHDRAWN by both Councilmembers Stuart and Ritchie.

MOTION: Councilmember Pam Stuart moved to provide project improvement at the SE 32 St Roundabout on Issaquah Pine Lake Road at the earliest opportunity and shift the rest of the project to the right. (Shift the 2024-2015 funds to a later date) Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.

Draft

MOTION: Councilmember Jason Ritchie moved to direct the City Manager to have Staff to look at the Sunnyhill Elementary intersection roundabout for safety improvements and report back to Council as soon as possible. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Tom Hornish moved to remove TR-34 (228th Ave SE: SE 8th & SE 10th St Intersection Study), TR-08 (Issaquah-Fall City Rd: Klahanie Dr SE to Issaquah-Beaver Lk Rd, Ph 2) and TR-20 (SE 14th St Extension: Lawson Park Plat to 248th Ave SE), from the TIP. (AMENDMENT) Mayor Christie Malchow seconded. Motion failed 2-5 with Mayor Christie Malchow, Councilmember Jason Ritchie, Councilmember Ramiro Valderrama, Councilmember Chris Ross, and Councilmember Pam Stuart dissenting.

Deputy Mayor Moran left the conference call at approximately 9:45 pm
 Council took a break at 9:46 until 9:59 pm

MOTION: Councilmember Pam Stuart moved to to extend the meeting until 11:00 pm. Mayor Christie Malchow seconded. Motion carried 5-1 with Councilmember Ramiro Valderrama dissenting, Deputy Mayor Karen Moran absent.

UNFINISHED BUSINESS

Discussion: Stormwater Code Amendments

MOTION: Councilmember Pam Stuart moved to reschedule the Stormwater Code Amendments to a future date. Councilmember Tom Hornish seconded. Motion carried unanimously 6-0 with Deputy Mayor Karen Moran absent.

MOTION: Mayor Christie Malchow moved to direct the City Manager to allow Public Works Staff to use their discretion to give exemptions on specific Stormwater projects.

Councilmember Pam Stuart seconded. Motion carried unanimously 6-0 with Deputy Mayor Karen Moran absent.

Discussion: Transportation Improvement Plan Continued. (Reopened)

MOTION: Councilmember Jason Ritchie moved to make a motion to reconsider the adoption of the 6-year Transportation Improvement Plan as amended. Councilmember Pam Stuart seconded. Motion carried 5-1 with Councilmember Tom Hornish dissenting, Deputy Mayor Karen Moran absent.

MOTION: Councilmember Ramiro Valderrama moved to to rename TR-05 and TR-06 to "Study/Strategy". Councilmember Jason Ritchie seconded. Motion failed 1-5 with Mayor Christie Malchow, Councilmember Jason Ritchie, Councilmember Chris Ross, Councilmember Tom Hornish, and Councilmember Pam Stuart dissenting, Deputy Mayor Karen Moran absent.

MOTION: Councilmember Chris Ross moved to vote. Councilmember Pam Stuart seconded. Motion carried 4-2 with Mayor Christie Malchow and Councilmember Ramiro Valderrama dissenting, Deputy Mayor Karen Moran absent.

MOTION: Councilmember Pam Stuart moved to adopt the updated six-year Transportation Improvement Plan for 2020-2025 as amended and continue discussions, to include to the list of projects, the scope and funding of those projects, at our next Regular Meeting on July 16, 2019. Councilmember Jason Ritchie seconded. Motion failed 3-3 with Mayor Christie Malchow, Councilmember Ramiro Valderrama, and Councilmember Tom Hornish dissenting, Deputy Mayor Karen Moran absent.

Draft

Councilmember Tom Hornish moved to adjourn. (NO SECOND)

MOTION: Councilmember Ramiro Valderrama moved to reconsider the adoption of the TIP. Mayor Christie Malchow seconded. Motion carried 5-1 with Councilmember Tom Hornish dissenting, Deputy Mayor Karen Moran absent.

MOTION: Councilmember Tom Hornish moved to adjourn. Mayor Christie Malchow seconded. Motion failed 2-4 with Councilmember Jason Ritchie, Councilmember Ramiro Valderrama, Councilmember Chris Ross, and Councilmember Pam Stuart dissenting, Deputy Mayor Karen Moran absent.

MOTION: Councilmember Pam Stuart moved to adopt the updated six-year Transportation Improvement Plan for 2020-2025 as amended (shift construction funding for (TR-02) Issaquah-Pine Lk Rd for 2024-2025 to future years and shift funding for Sahalee Way to 2020) and continue discussions, to include the list of projects, the scope and funding of those projects, at our next Regular Meeting on July 16, 2019. Councilmember Jason Ritchie seconded. Motion carried 4-2 with Mayor Christie Malchow and Councilmember Tom Hornish dissenting, Deputy Mayor Karen Moran absent.

NEW BUSINESS - NONE

COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

Report: Mayor Christie Malchow

Report: Councilmember Pamela Stuart

CITY MANAGER REPORT

Report: City Manager Rick Rudometkin

EXECUTIVE SESSION

Potential Property Acquisition pursuant to RCW 42.30.110 (1)(b)

MOTION: Councilmember Jason Ritchie moved to reschedule the Executive Session to a future meeting to be determined. Councilmember Pam Stuart seconded. Motion carried unanimously 6-0 with Deputy Mayor Karen Moran absent.

ADJOURNMENT

The meeting adjourned at 10:55 pm.

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

Lita Hachey, Deputy City Clerk

Christie Malchow, Mayor

Draft

Agenda Bill

City Council Regular Meeting
July 02, 2019



SUBJECT:	Stormwater Code Amendments														
DATE SUBMITTED:	June 21, 2019														
DEPARTMENT:	Public Works														
NEEDED FROM COUNCIL:	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Direction <input type="checkbox"/> Informational														
RECOMMENDATION:	Provide direction to finalize draft stormwater code amendments for developments located in Critical Drainage Areas.														
EXHIBITS:	1. Exhibit 1 - Presentation Storm Code Amendments 2. Exhibit 2 - Draft Stormwater Code Amendments 3. Exhibit 3 - Percentage of Lot Size 4. Exhibit 4 - Critical Drainage Area Map 5. Exhibit 5 - Staff Response to Public Comments														
BUDGET:	<table border="0"> <tr> <td>Total dollar amount</td> <td>0</td> <td><input type="checkbox"/></td> <td>Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td>0</td> <td><input type="checkbox"/></td> <td>Budget reallocation required</td> </tr> <tr> <td></td> <td></td> <td><input checked="" type="checkbox"/></td> <td>No budgetary impact</td> </tr> </table>			Total dollar amount	0	<input type="checkbox"/>	Approved in budget	Fund(s)	0	<input type="checkbox"/>	Budget reallocation required			<input checked="" type="checkbox"/>	No budgetary impact
Total dollar amount	0	<input type="checkbox"/>	Approved in budget												
Fund(s)	0	<input type="checkbox"/>	Budget reallocation required												
		<input checked="" type="checkbox"/>	No budgetary impact												
WORK PLAN FOCUS AREAS:	<table border="0"> <tr> <td><input type="checkbox"/> Transportation</td> <td><input checked="" type="checkbox"/> Community Safety</td> </tr> <tr> <td><input type="checkbox"/> Communication & Engagement</td> <td><input type="checkbox"/> Community Livability</td> </tr> <tr> <td><input type="checkbox"/> High Performing Government</td> <td><input type="checkbox"/> Culture & Recreation</td> </tr> <tr> <td><input checked="" type="checkbox"/> Environmental Health & Protection</td> <td><input type="checkbox"/> Financial Sustainability</td> </tr> </table>			<input 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 checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability				
<input 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 checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability														

NEEDED FROM COUNCIL:

Shall the Council provide input on the draft stormwater code amendments for developments located in Critical Drainage Areas?

KEY FACTS AND INFORMATION SUMMARY:

During the [March 5, 2019 Regular City Council Meeting](#), staff provided City Council with a high level review of the issues with existing stormwater code as regulated under Critical Drainage Areas. City Council provided direction on thresholds for drainage review, as well as criteria in which the director

may consider exemption of certain applications from tightline, flow control, and water quality treatment requirements.

On March 27, staff invited key stakeholders in the community to meet to discuss the draft amended stormwater code and received their input on two drafts of the amended code. Exhibit 2 provides City Council with the draft redlined amended stormwater code with comments from staff to clarify important sections. As requested by Councilmember Stuart during the March 5 meeting, Exhibit 3 provides City Council with a detailed analysis of drainage review thresholds using the percentage of lot area as a threshold. Exhibit 4 shows an updated Critical Drainage Area map.

Schedule

Staff plans to submit for SEPA/Department of Commerce approval and return to Council in September 2019 for public hearing and code adoption.

FINANCIAL IMPACT:

There is no immediate financial impact in providing staff with direction to finalize stormwater code amendments as related to Critical Drainage Areas.

OTHER ALTERNATIVES CONSIDERED:

The Council may direct staff to take a different approach than was previously given. Staff will evaluate Council direction and incorporate into updated stormwater code amendments.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

City Comprehensive Plan:

Environment and Conservation

- Goal EC.1 Serve as a leader in environmental stewardship of the natural environment for current and future generations.
- 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.

Public Works
Department

Stormwater Code Amendments

City Council Regular Meeting
July 2, 2019



Agenda

- Stakeholder Involvement
- Stormwater Code Highlights
- Project examples
- Next steps

Discussion Outcome

- Council provides feedback on Draft Stormwater Code Amendments to allow finalizing amendments

Stakeholder Involvement

Who participated?

- City planner (1)
- City development review engineers (2)
- Development consulting engineer (1)
- Hydrogeologist (1)
- Master Builders representative (1)
- Local jurisdiction City Engineer (1)
- City landowners (5)



Stormwater Code Highlights

- Definitions
- Revised Thresholds for Drainage Review
- Bifurcated Critical Drainage Areas
- Tightline Exemption Conditions
- Flow Control and Water Quality Treatment Exemptions Conditions
- Reasonable Use Exceptions

Stormwater Code Highlights

Definitions

- Moved definitions of *Critical Drainage Area* and *Landslide Hazard Drainage Areas* from SMC 21A.15 to SMC 13.10
- Clarified definition of *Landslide Hazard Drainage Area* to include *Landslide Hazard Areas*.

Stormwater Code Highlights

Revised Thresholds for Drainage in Critical Drainage Areas

Added:

- Would result in a new single-family dwelling unit, accessory dwelling unit, multi-family, or commercial facility;
- Would result in a net increase in impervious area of 500 square feet or more;
- Would involve 2,000 square feet or more of land disturbing activity.

Council to reconsider:

- Existing plus proposed impervious surface by percent lot area.

Stormwater Code Highlights

Bifurcated Critical Drainage Areas

Landslide Hazard Drainage Areas

- Limited Maximum Impervious Surface to 35%

Areas that Drain to Pine or Beaver Lakes

- Minimum yard area and maximum impervious surface set by SMC 21A.25.030
- Low Impact Development techniques required to maximum extent feasible

Stormwater Code Highlights

Tightline Exemption Conditions

Discharge to an acceptable discharge location where stormwater will not:

- flood downslope properties;
- increase the risk of landslides or severe erosion on such properties;
- discharge to streams of gradient 15% or more; or
- discharge upgradient of a septic drain field or reserve as measured within a 100 feet radius.

Examples of acceptable discharge locations:

- Ditch and culvert systems; and/or
- Locations where the cumulative effects of discharges will not increase risk of landslides or severe erosion, is supported by a geotechnical report, and is peer reviewed by the City.

Stormwater Code Highlights

Flow Control and Water Quality Treatment Exemption Conditions

Site conditions and strict adherence to the Core Requirements would negatively affect the site's ability to mitigate for its surface water impacts.

Examples:

- Significant trees would be damaged or require removal; or
- Siting facilities on site would result in significant increase risk to landslide hazard areas; or
- Sizing a facility is not feasible using accepted modeling techniques.

Stormwater Code Highlights

Reasonable Use Exceptions

Added that all reasonable use exceptions would require legal noticing, public comment period, and reconsideration request.

Project Examples

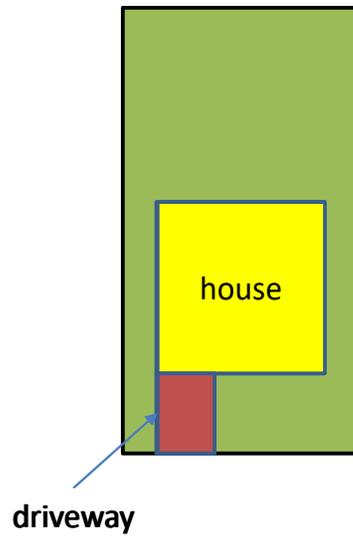
Drainage Review Thresholds – Vacant Lot, New SFR



Vacant Lot

Project Examples

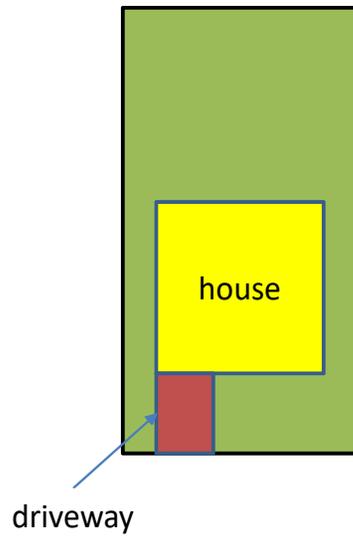
Drainage Review Thresholds – Vacant Lot, New SFR



Vacant Lot, New SFR proposed

Project Examples

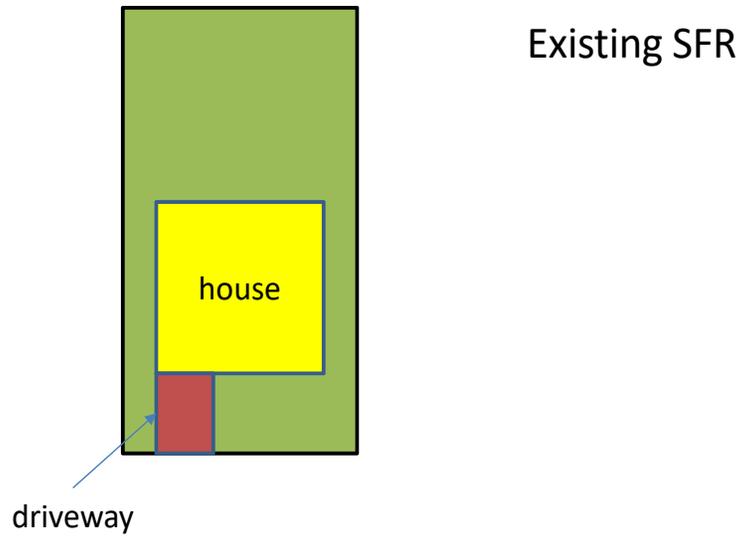
Drainage Review Thresholds – Vacant Lot, New SFR



Vacant Lot, New SFR proposed
➔ Drainage Review

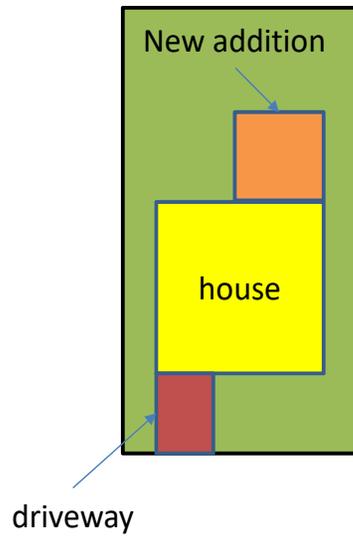
Project Examples

Drainage Review Thresholds – Existing SFR



Project Examples

Drainage Review Thresholds – Existing SFR

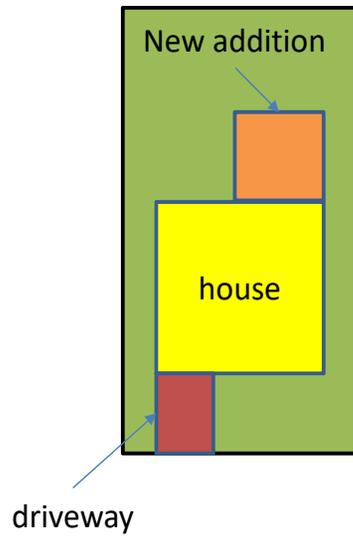


Existing SFR

Proposed Addition = 500 SF

Project Examples

Drainage Review Thresholds – Existing SFR



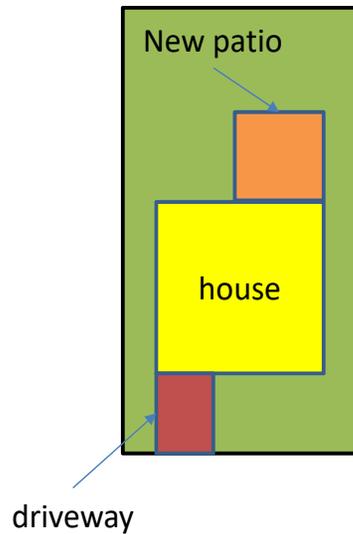
Existing SFR

Proposed Addition \geq 500 SF

➔ Drainage Review

Project Examples

Drainage Review Thresholds – Existing SFR



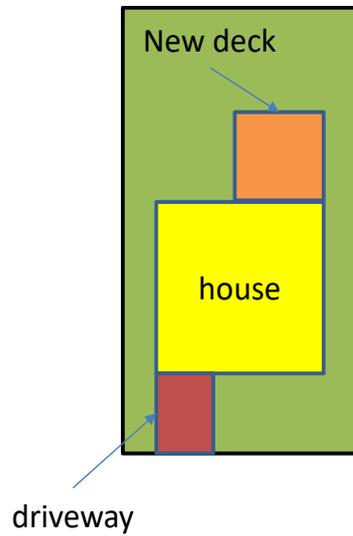
Existing SFR

Proposed Patio \geq 500 SF

➔ Drainage Review

Project Examples

Drainage Review Thresholds – Existing SFR



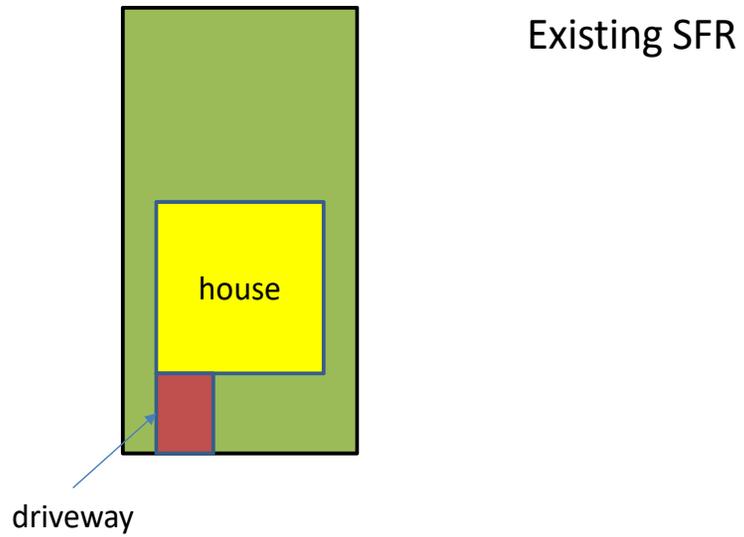
Existing SFR

Proposed Deck \geq 500 SF

→ Drainage Review

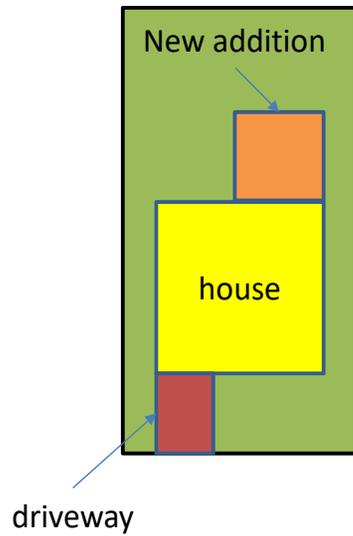
Project Examples

Drainage Review Thresholds – Existing SFR, net new impervious



Project Examples

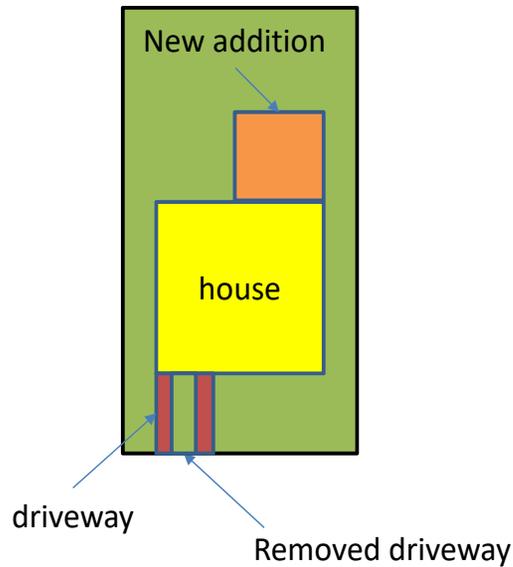
Drainage Review Thresholds – Existing SFR, net new impervious



Existing SFR
Proposed Addition = 500 SF

Project Examples

Drainage Review Thresholds – Existing SFR, net new impervious



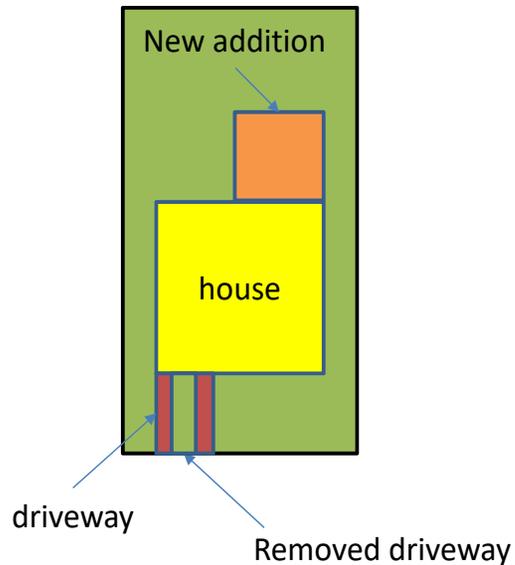
Existing SFR

Proposed Addition = 500 SF

Proposed impervious surface removal = 100 SF (driveway)

Project Examples

Drainage Review Thresholds – Existing SFR, net new impervious



Existing SFR

Proposed Addition = 500 SF

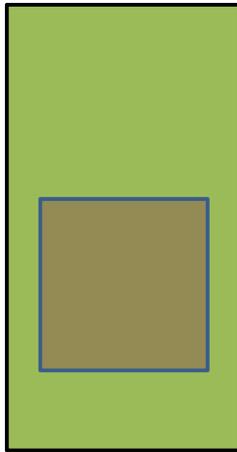
Proposed impervious surface removal = 100 SF (driveway)

➔ **No Drainage Review**

Net increase in impervious surface is less than 500 SF

Project Examples

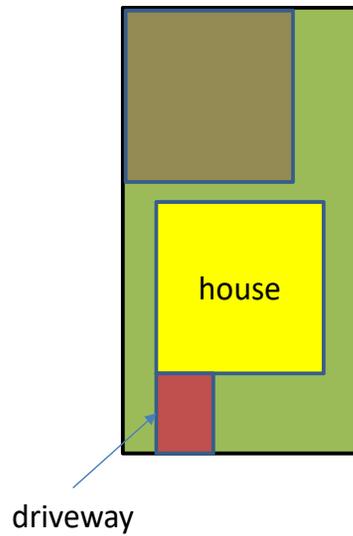
Drainage Review Thresholds – Land disturbance



Existing vacant lot
2000 SF of land clearing
→ Drainage Review

Project Examples

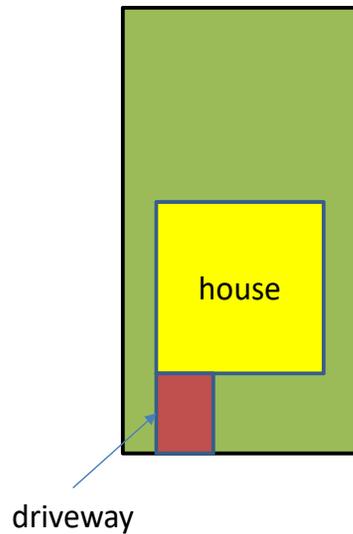
Drainage Review Thresholds – Land disturbance



Existing SFR
2000 SF of land clearing
➔ Drainage Review

Project Examples

Drainage Review Thresholds – Percent Lot Area

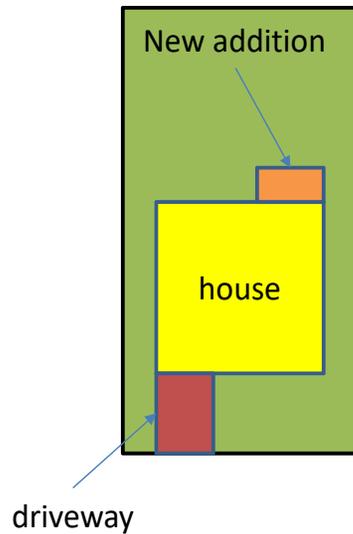


Lot size = 10,890 SF (R4 Zoning)
Max Impervious Surface Triggering Drainage Review
(20%) = 2178 SF

Existing Impervious Surface = 2000 SF

Project Examples

Drainage Review Thresholds – Percent Lot Area



Lot size = 10,890 SF (R4 Zoning)

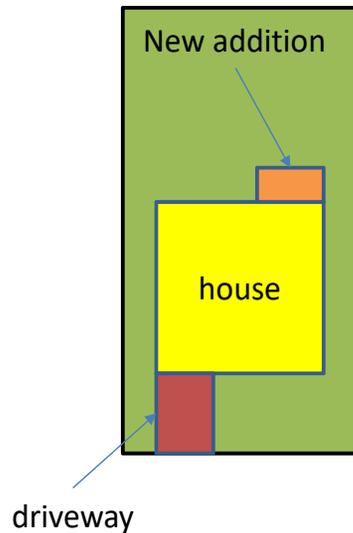
Max Impervious Surface Triggering Drainage Review
(20%) = 2178 SF

Existing Impervious Surface = 2000 SF

Proposed Impervious Surface = 200 SF

Project Examples

Drainage Review Thresholds – Percent Lot Area



Lot size = 10,890 SF (R4 Zoning)

Max Impervious Surface Triggering Drainage Review
(20%) = 2178 SF

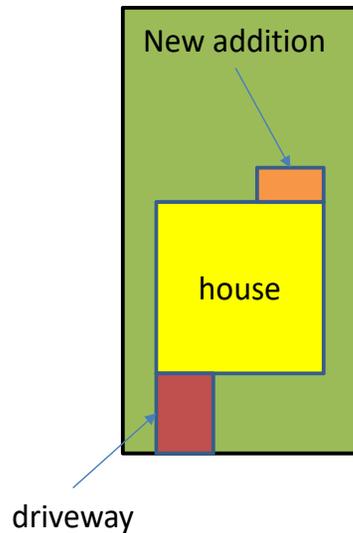
Existing Impervious Surface = 2000 SF

Proposed Impervious Surface = 200 SF

Existing + Proposed = 2200 SF

Project Examples

Drainage Review Thresholds – Percent Lot Area



Lot size = 10,890 SF (R4 Zoning)

Max Impervious Surface Triggering Drainage Review
(20%) = 2178 SF

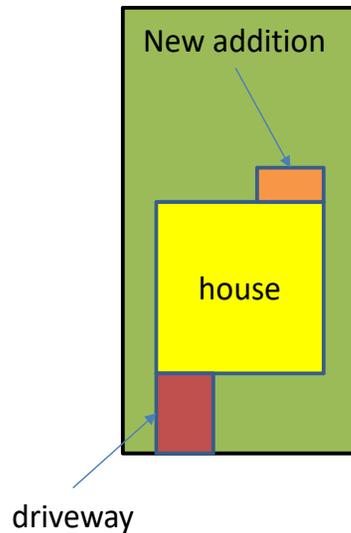
Existing Impervious Surface = 2000 SF

Proposed Impervious Surface = 200 SF

Existing + Proposed = 2200 SF > 2178 SF

Project Examples

Drainage Review Thresholds – Percent Lot Area



Lot size = 10,890 SF (R4 Zoning)

Max Impervious Surface Triggering Drainage Review
(20%) = 2178 SF

Existing Impervious Surface = 2000 SF

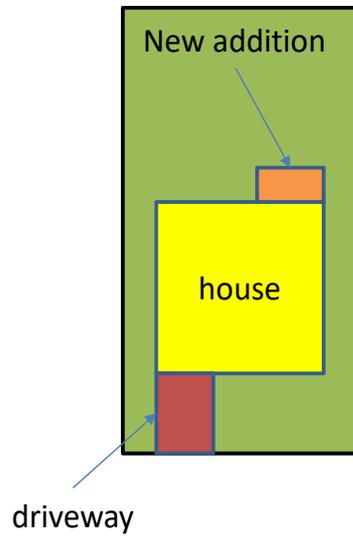
Proposed Impervious Surface = 200 SF

Existing + Proposed = 2200 SF > 2178 SF

This addition would trigger drainage review under % lot size criteria.

Project Examples

Drainage Review Thresholds – Percent Lot Area

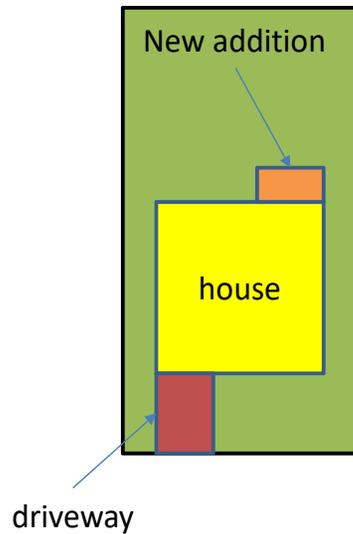


Proposed Impervious Surface = 200 SF

➔ Drainage Review

Project Examples

Drainage Review Thresholds – Percent Lot Area



Lot size = 10,890 SF (R4 Zoning)

Max Impervious Surface Triggering Drainage Review
(20%) = 2178 SF

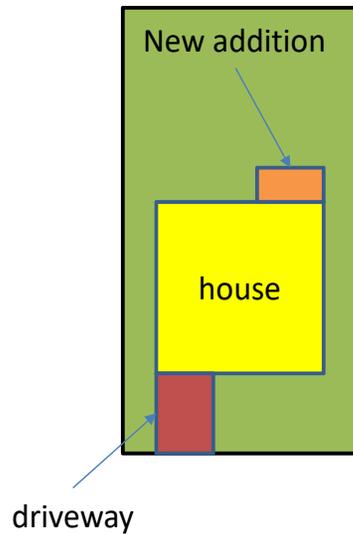
Existing Impervious Surface = 2500 SF

Existing = 2500 SF > 2178 SF

This addition would trigger drainage review under any new addition size as existing conditions are already over % impervious threshold.

Project Examples

Drainage Review Thresholds – Percent Lot Area



Lot size = 10,890 SF (R4 Zoning)
 Max Impervious Surface Triggering Drainage Review
 (25%) = 2723 SF

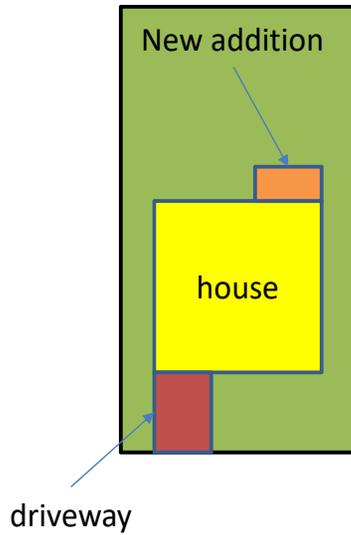
Existing Impervious Surface = 2000 SF
 Proposed Impervious Surface = 500 SF

Existing + Proposed = 2500 SF < 2723 SF

This addition would trigger drainage review under 500 SF addition threshold.

Project Examples

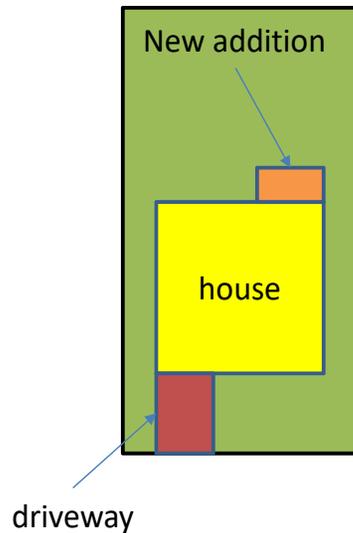
Drainage Review Thresholds – Percent Lot Area



Does Council desire to still use Percent Lot Area as a criteria for drainage review?

Project Examples

Drainage Review Thresholds – Percent Lot Area



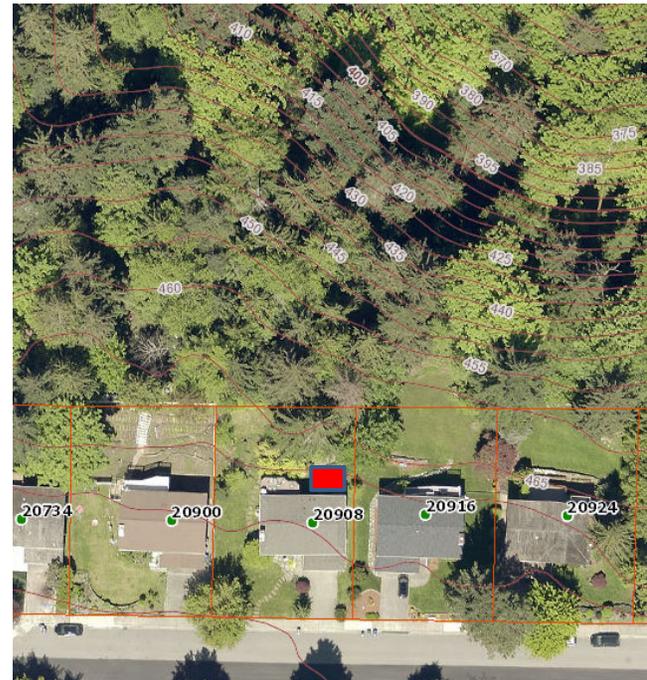
Does Council desire to still use Percent Lot Area as a criteria for drainage review?

For areas draining to Landslide Hazard Areas, maximum impervious surface is 35% on any lot.

For areas draining to Pine/Beaver Lake, maximum impervious surface is by Development Code (eg., R4, 55%)

Project Example

Tightline Exemption Conditions



Project Example

Flow Control and Water Quality Treatment Exemption Conditions



Next Steps

- March 5 Reviewed code issues and City Council direction
- March 27 Developed code amendment and met with Community Stakeholders
- **June 18** **Introduce draft code amendments to City Council**
- July-Aug SEPA/Department of Commerce Approval
- Sept 3 Public Hearing/Deliberation
- Sept 17 City Council Code Adoption

Questions

Chapter 13.10
DEFINITIONS

Sections:

13.10.120 Conveyance system.

13.10.125 Critical Drainage Area

13.10.130 Department.

13.10.360 Land disturbing activity.

13.10.365 Landslide Hazard Drainage Area

13.10.370 Land use code.

13.10.125 ~~21A.15.255~~ Critical drainage area.

“Critical drainage area” means an area that requires more restrictive regulation than City standards afford in order to mitigate ~~severe water quality~~, flooding, ~~drainage, severe~~ erosion, or ~~landslide sedimentation~~ problems that result from the cumulative impacts of development and urbanization. Critical drainage areas include areas that drain to Pine Lake and Beaver Lake and all landslide hazard drainage areas ~~as mapped or as determined by the City. Site specific evaluation shall be made to assess all areas.~~

13.10.365 ~~21A.15.681~~ Landslide hazard drainage area.

“Landslide hazard drainage areas” ~~means a~~ are critical drainage areas ~~applied to sites~~ where overland flows pose a significant threat to health and safety because of their close proximity to a landslide hazard area as defined by SMC ~~21A.15.680~~. ~~Landslide hazard areas are also considered landslide hazard drainage areas. Mapped landslide hazard drainage areas are approximate. Public Works may determine that areas not mapped as landslide hazard drainage areas may meet this definition.~~

Commented [TD1]: Moved definitions from SMC 21A Development Code to SMC 13 Surface Water Management

Commented [TD2]: Clarified based on CC comments.

Chapter 13.20
SURFACE WATER RUNOFF REGULATIONS

13.20.020 Drainage review – When required – Type.  

(1) Drainage review is required when any proposed project is subject to a City of Sammamish development permit or approval and:

(a) Would result in 2,000 square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface; or:

~~(i) Would result in 500 square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface within an historic plat as defined and mapped in Attachment B at the end of this section; or~~

~~(ii) Would result in 500 square feet or more of new impervious surface within a landslide hazard drainage area as defined in the adopted Sammamish Addendum to the Surface Water Design Manual; or~~

(b) Would involve 7,000 square feet or more of land disturbing activity; or

(c) Would construct or modify a drainage pipe or ditch that is 12 inches or more in size or depth or receives surface and stormwater runoff from a drainage pipe or ditch that is 12 inches or more in size or depth; or

(d) Contains or is adjacent to a flood hazard area as defined in SMC Title 15 or 21A; or

~~(e) Is located within a critical drainage area; or~~

(e) When located within a Critical Drainage Area and meets any one of the following conditions:

i) Would result in a new single-family dwelling unit, accessory dwelling unit, multi-family, or commercial facility;

ii) Would result in a net increase in impervious surface of 500 square feet or more;

iii) Would involve 2,000 square feet or more of land disturbing activity.

Commented [TD3]: Added based on public comment

(f) Is a redevelopment project proposing \$100,000 or more of improvements to an existing high-use site.

13.20.040 Critical drainage and/or critical erosion areas. SHARE

Development in areas where the department has determined that the existing water quality, flooding, severe erosion, or landslide flooding, drainage and/or erosion conditions present an imminent likelihood of harm to the welfare and safety of the surrounding community shall meet special drainage requirements set by the Director until such time as the community hazard is alleviated. Such conditions may include the limitation of the volume of discharge from the subject property to predevelopment levels, preservation of wetlands or other natural drainage features or other controls necessary to protect against community hazard.

Critical drainage areas shall be bifurcated into two groups: landslide hazard drainage areas and areas that drain to Pine or Beaver Lakes. Single family development located in landslide hazard drainage areas shall be limited to a maximum of 35% impervious surface on each lot until such time as the Director has determined that infrastructure is on-line and operational to mitigate the risk to downslope hazards. Single family development located in areas that drain to Pine or Beaver Lakes shall be subject to minimum yard areas and maximum impervious surfaces in accordance to SMC 21A.25.030. Low impact development techniques shall be used to the maximum extent feasible.

Commented [TD4]: Bifurcated Critical Drainage Areas such that Landslide Hazard Drainage Areas are limited in impervious surface to 35%.

Development proposed within a critical drainage area shall not qualify for exemption or exception from core requirements in the Surface Water Design Manual with the exception of Director approved exemptions and exceptions for Core Requirement Nos. 1, 3 and 8 as provided below:

The Director may approve an exemption or exception request, prepared by a Washington State licensed professional engineer using sound engineering principles and judgement, from tightline requirements in Core Requirement No. 1 (Discharge at the Natural Location) which can demonstrate the following condition:

- Discharge is to an acceptable location where surface and groundwater will not damage downslope properties, will not increase the risk of landslides or severe erosion on such properties, will not discharge to streams of gradient 15% or more, and will not be located

Commented [TD5]: Eliminated 1000 SF threshold to allow large lot or innovative design but still require discharge to an acceptable location.

upgradient of a septic drain field or its reserve field as measured within a 100 foot radius around the discharge location]

Examples of acceptable discharge locations include, but are not limited to: 1) Ditch and culvert systems that meet capacities in accordance with Core Requirement No. 4 (Conveyance System) for full build-out conditions; and/or 2) Locations where the cumulative effects of discharges will not increase the risk of landslides or severe erosion and is supported by a geotechnical engineering report prepared by a Washington State professional licensed geotechnical engineer and peer reviewed by the City Engineer or his/her designee.

Where a tightline system is proposed, discharge shall be to a City owned, operated, and maintained system or where the City has or is granted an easement for the inspection, maintenance, repair, and replacement of the tightline system properly sized to convey the cumulative full build-out of flows. Basin transfers may be allowed if downstream wetland hydrology and stream flows are maintained and the risk of landslides, severe erosion, and flooding related property damage will not increase for downslope properties. Pumped systems shall only be allowed where existing structures and access will not be damaged in the event of pump failure.

The Director may approve an exemption or exception from Core Requirement No. 3 (Flow Control) and/or Core Requirement No. 8 (Water Quality) request, prepared by a Washington State licensed professional engineer using sound engineering principles and judgement, which can demonstrate that site conditions or strict adherence to the Core Requirements would negatively affect the site's ability to mitigate its surface water impacts. Such site conditions and adherence to the Core Requirements may include, but are not limited to, the following:

- Significant trees would be damaged or require removal to install such facilities; or
- Siting formal flow control or water quality facilities on site would result in significant increase risk to landslide hazard areas; or
- Sizing a flow control facility is not feasible where the target release rate cannot be matched with a minimum orifice size of 0.25-inch diameter.

Commented [TD6]: Only applies to areas that drain to Landslide Hazards Areas which are trying to not tightline. Also, typically, these developments would not have LID BMPs that include dispersion or infiltration.

No exemptions or exceptions to Core Requirement Nos. 1, 3, and 8 shall be granted when the Director deems that granting such exemptions/exceptions requests would cause significant impact to downstream properties, natural resources, and/or public infrastructure. Minimum thresholds for core requirements as described in the Surface Water Design Manual shall be met without exemption or exception.

Commented [TD7]: The Design Manual has higher thresholds for CR 3 and 8. If these higher thresholds are met, no exemption/exception will be allowed.

~~Where alternate facility designs or methods will produce a compensating or comparable result in the public interest and which will meet this section's objectives of safety, function, appearance, environmental protection and maintainability, based upon sound engineering judgment, an adjustment to the special drainage requirements promulgated under this section may be proposed; provided, that the resulting development shall be subject to all of the remaining terms and conditions of this chapter. Where application of this section will deny all reasonable use of a property and a facility or design that produces a compensating or comparable result cannot be obtained, then an adjustment criterion exception may be approved pursuant to the applicable provisions of the Surface Water Design Manual. This process includes, but is not limited to, legal noticing, public comment period, and reconsideration request. a best practicable alternative may be approved by the director according to the adjustment process defined in the Surface Water Design Manual.~~ These standards are in addition to the applicable standards of Chapter 21A.50 SMC. (Ord. O2016-428 § 5 (Att. C); Ord. O2011-304 § 1 (Att. A))

Commented [TD8]: This allows for reasonable use of a previously platted lot where City legal will be involved to assess City risk of a takings claim and also allows adjacent properties noticing and comment.

Chapter 21A.15

TECHNICAL TERMS AND LAND USE DEFINITIONS

Commented [TD9]: Definitions moved to SMC Chapter 13 Surface Water Management

Sections:

~~21A.15.254~~ Critical areas.

~~21A.15.255~~ Critical drainage area.

~~21A.15.260~~ Critical facility.

~~21A.15.680~~ Landslide hazard areas.

~~21A.15.681~~ Landslide hazard drainage area.

~~21A.15.683~~ Least visually obtrusive profile.

~~21A.15.255 Critical drainage area~~

~~"Critical drainage area" means an area that requires more restrictive regulation than City standards afford in order to mitigate severe flooding, drainage, erosion, or sedimentation problems that result from the cumulative impacts of development and urbanization. Critical drainage areas include areas that drain to Pine Lake and Beaver Lake and all landslide hazard drainage areas. (Ord. O2018-459 § 2 (Att. B); Ord. O2016-429 § 2 (Att. B); Ord. O2013-350 § 1 (Att. A); Ord. O2003-132 § 10)~~

~~21A.15.681 Landslide hazard drainage area~~

~~"Landslide hazard drainage area" means a critical drainage area applied to sites where overland flows pose a significant threat to health and safety because of their close proximity to a landslide hazard area as defined by SMC 21A.15.680. (Ord. O2016-429 § 2 (Att. B))~~

Revise the *City of Sammamish Addendum to the 2016 King County Surface Water Design Manual* as redlined below:

CHAPTER 1 – Drainage Review and Requirements

The City of Sammamish has made several minor changes to Chapter 1 of the 2016 KCSWDM. This chapter provides replacement and supplemental text for specific sections of Chapter 1. Apart from these changes, the King County version of Chapter 1 applies for proposals in the City of Sammamish. The City’s changes to the County document are as follows:

• **Key Terms and Definitions (page 1-1 of the 2016 KCSWDM)** — Replace all references to KCC 21A with SMC 21A. In addition, the following changes to specific terms apply:

Term (page)	Action
Critical Drainage Area (p 1-2)	<p>Replace as follows per SMC 21A.15.255 SMC 13.10.125: “Critical drainage area” means an area that requires more restrictive regulation than city- countywide standards afford in order to mitigate water quality, flooding, severe erosion, or landslide, severe flooding, drainage, erosion, or sedimentation problems that result from the cumulative impacts of development and urbanization. Critical drainage areas include areas that drain to Pine Lake and Beaver Lake and all landslide hazard drainage areas as mapped or as determined by the City. Site specific evaluation shall be made to assess all areas. (Ord.O2003-132 § 10).</p> <p>Critical drainage areas are defined in SMC 21A.15.255 SMC 13.10.125 and are regulated in SMC 13.20 and SMC 21A.50.355 Lake management areas – Special District overlay.</p>
Landslide Hazard Drainage Area (p 1-5)	<p>Replace as follows:</p> <p>“Landslide hazard drainage area” is a critical drainage area and are areas where overland flows pose a significant threat to health and safety because of their close proximity to a landslide hazard area as defined by SMC 21A.15.680. Landslide hazard areas are also considered landslide hazard drainage areas. Mapped landslide hazard drainage areas are approximate. Public Works may determine that areas not mapped as landslide hazard drainage areas may meet this definition.</p> <p>Landslide Hazard Drainage Areas are defined in SMC 13.10.365 and are regulated as Critical Drainage Areas.</p>

DRAFT STORMWATER CODE AMENDMENTS June 3, 2019

Exhibit 2

- **Section 1.1.1 PROJECTS REQUIRING DRAINAGE REVIEW (page 1-12 of the 2016 KCSWDM)**
- Delete numbers 1 through 6 and replace with the following: Replace the “King County Permits and Approvals” table with the following table and adding new numbers 7 and 8.

- 7. ~~Projects located in landslide hazard drainage areas that will result in 500 square feet or more of new impervious surface.~~
- 8. Projects as listed in SMC 13.20.020.

Figure 1.1.2.A FLOW CHART FOR DETERMINING TYPE OF DRAINAGE REVIEW REQUIRED (page 1-14 of the 2016 KCSWDM) Amending Figure 1.1.2.A

such that the first box reads:

Is the project a **single family residential or agricultural project** that meets any one of the criteria for drainage review as listed in SMC 13.20.020 results in >2000 sf of new plus replaced impervious surface or >7000 sf of land disturbing activity, results in less than 5,000 square feet of new plus replaced pollution generating impervious surface, results in less than ¼ acre of pollution generating pervious surfaces, or is a project that results in 500 square feet or more of new impervious surface in a landslide hazard drainage area AND meets one of the following criteria:

1.2.1 CORE REQUIREMENT #1:

DISCHARGE AT THE NATURAL LOCATION

Revise Section 1.2.1.2 Discharge Requirements (page 1-26 of the 2016 KCSWDM) as follows:

2. If a proposed project, or any **natural discharge area** within a project, is located within a **Landslide Hazard Drainage Area** and drains over the erodible soils of a **landslide hazard area** with slopes steeper than 15%, THEN a **tightline system must be provided** through the **landslide hazard area** to an acceptable discharge point ~~unless the following exception applies~~. The tightline system must comply with the design requirements in Core Requirement #4 and in Section 4.2.2 unless otherwise approved by the Director of **DPER Public Works (“Public Works”)**. Drainage easements for this system must be secured from downstream property owners and recorded prior to engineering plan approval.

Exceptions: A tightline is not required for any **natural discharge location** where DPER approves an alternative system based on a geotechnical evaluation/recommendation from a licensed geotechnical engineer that considers cumulative impacts on the hazard area under built-out conditions AND one of all of the following conditions are met:

- b) ~~The developed conditions runoff from the natural discharge area is less than 0.1 cfs for the 100-year runoff event and will be infiltrated for runoff events up to and including the 100-year event, OR~~
- c) ~~The developed conditions runoff volume¹³ from the natural discharge area is less than 50% of the existing conditions runoff volume from other areas draining to the location where runoff from the natural discharge area enters the landslide hazard area onto slopes steeper than 15%, AND the provisions of Discharge Requirement 1 are met, OR~~
- d) ~~DPER Public Works determines that a tightline system is not physically feasible or will create a significant adverse impact based on a soils report by a geotechnical engineer.~~

1.2.9 CORE REQUIREMENT #9: FLOW CONTROL BMPs

Revise section 1.2.9.4.1 USE OF CREDITS BY SUBDIVISION PROJECTS (p 1-97 through p 1-98) as follows:

If a proposed project is a *subdivision project*,⁵⁰ implementation of flow control BMPs for plat infrastructure improvements (e.g. road, sidewalk, or other non-lot improvements) is required concurrent with the subdivision improvements. ~~Implementation of flow control BMPs on the individual lots of the subdivision may be deferred until a permit is obtained for construction on each lot and is therefore optional as part of the subdivision project. Flow control BMPs shall be constructed and completely operational prior to recording of final plat or binding site plan.~~

In order to receive the modeling credits (noted above) for flow control BMPs required for plat infrastructure improvements (e.g. road, sidewalk, or other non-lot improvements), and/or for individual lot BMPs where the applicant elects to implement or make provision for implementation of individual lot BMPs as part of the subdivision project, the following requirements must be met depending on where the BMPs are located on the *site*.

Commented [TD10]: Because stormwater system has to be online and operational prior to final plat, if a facility is modeled using a credit for LID on a future SFR lot, then this LID has to be constructed prior to final plat.

C. Subdivision Implementation of BMPs on Individual Lots

These are flow control BMPs installed on a subdivision's proposed lots as part of the subdivision project. For example, the subdivision developer may elect to pre-install some or all of the flow control BMPs required by the individual lot BMP requirements in Section 1.2.9.2. To receive credits for these BMPs, the subdivision project must meet all of the following requirements:

- (+) The flow control BMPs must be installed and implemented in accordance with the individual lot BMP requirements in Section 1.2.9.2. This includes recording a **declaration of covenant and grant of easement** for each lot with BMPs as specified in Implementation Requirement 3 of Section 1.2.9.2.4. ~~If not all of the required BMPs are installed on a lot as part of the subdivision project, language must be included in the covenant notifying the future lot owner of additional required BMPs.~~
- (2) BMPs to be installed on individual lots as part of the subdivision project must be shown on the **site improvement plans** submitted with the engineering plans for the proposed project as specified in Section 2.3.1.2.
- (3) **Flow control BMPs shall be constructed and completely operational prior to recording of final plat or binding site plan.**

D. ~~Subdivision Future Implementation of BMPs on Individual Lots~~

~~These are flow control BMPs stipulated to be installed on some or all of a subdivision's proposed lots by a declaration of covenant recorded for each such lot. To receive credits for these BMPs, the subdivision project must meet all of the following requirements:~~

- ~~1. Demonstrate through a lot-specific assessment that the flow control BMPs stipulated for each lot are **feasible and applicable** according to the individual lot BMP requirements in Section 1.2.9.2 and the BMP design specifications in Appendix C. This lot-specific assessment must be included in the TIR submitted with engineering plans for the subdivision. The assessment shall include any soils reports, calculations, or other information necessary to select and properly apply BMPs.~~
- ~~2. Record a **declaration of covenant and grant of easement** for each lot stipulating the type or types of BMP being proposed for credit. This covenant must be as specified in Implementation Requirement 3 of Section 1.2.9.2.4, except as follows:~~

- a) ~~The **FCBMP site plan(s)** may be waived depending on the BMPs proposed or may be conceptual, showing only the information necessary to stipulate the type or types of BMP being proposed for credit. For example, if the BMP is full dispersion, the approximate location of future impervious surface and the limits of the "native vegetated flowpath segment" (see Appendix C, Section C.2.1) must be shown. If the BMP is full infiltration, the approximate location of future impervious surface, septic drain field (if applicable), and infiltration devices must be shown. For all other BMPs, the "design and maintenance details" (see Item b below) for each proposed BMP per Appendix C may be sufficient as determined by DPER.~~
 - b) ~~The **FCBMP design and maintenance details** must include the dimensions of all proposed devices, features, and flowpaths, expressed as unit amounts per square foot of impervious surface served or as a percentage of the lot size or impervious surface created.~~
 - c) ~~The **notice** to future lot owners must indicate that they are responsible to install the flow control BMP or BMPs stipulated for the lot prior to final inspection approval of constructed lot improvements. Alternative BMPs that provide equivalent performance may be proposed at the time of permit application for proposed lot improvements. In any case, a revised covenant will need to be recorded to reflect the final approved BMPs and site improvement plan(s).~~
- ~~(4) If **single family residential lots** are being created, a **note** must be placed on the **recorded documents** for the subdivision indicating the following:~~
- ~~"Single family residences and other improvements constructed on the lots created by this subdivision must implement the flow control best management practices (BMPs) stipulated in the drainage plan declaration of covenant and grant of easement recorded for each lot. Compliance with this stipulation must be addressed in the small project drainage plan submitted for drainage review when application is made for a single family residential building permit for the lot."~~
- ~~(5) If **commercial lots** are being created, a **note** must be placed on the **recorded documents** for the subdivision indicating the following:~~
- ~~"Improvements constructed on the lots created by this subdivision must implement the flow control best management practices (BMPs) stipulated in the drainage plan declaration of covenant and grant of easement recorded for each lot. Compliance with this stipulation must be addressed in the engineering plans submitted for drainage review when application is made for a permit to make improvements to the lot."~~
- ~~(6) If a **binding site plan** is being created, a **note** must be placed on the **recorded documents** for the subdivision indicating the following:~~
- ~~"Improvements constructed on the lots created by this binding site plan must implement the flow control best management practices (BMPs) stipulated in the drainage plan declaration of covenant and grant of easement recorded for each lot. Compliance with this stipulation must be addressed in the engineering plans submitted for drainage review when application is made for a permit to make improvements to the lot."~~

~~Delete the below section from the City of Sammamish Addendum to the 2016 KCSWDM (Page 14).~~

~~**Section 1.3.1 SPECIAL REQUIREMENT #1: OTHER ADOPTED AREA SPECIFIC REQUIREMENTS (page 1 99 of the 2016 KCSWDM)**—Replace the table in Section 1.3.1 on page 1 100 with the following:~~

~~**Threshold Requirement**~~

Threshold	Requirement
If a proposed project is in a basin plan or lake management plan...	THEN the proposed project shall comply as codified by the City of Sammamish Municipal Code.

Commented [TD11]: Some basin plans have not been adopted by ordinance into Sammamish Municipal Code.

DRAFT STORMWATER CODE AMENDMENTS June 3, 2019

Exhibit 2

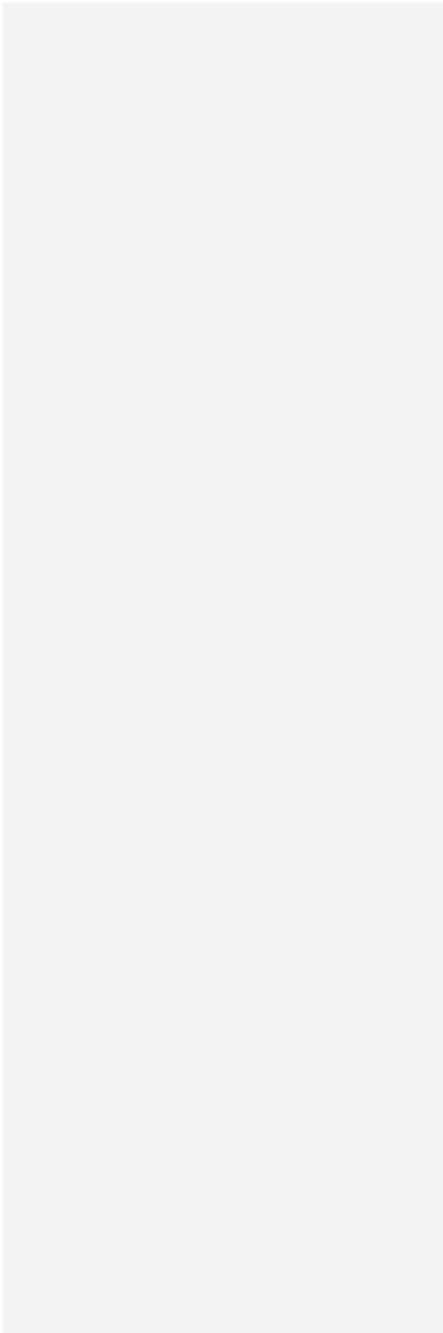
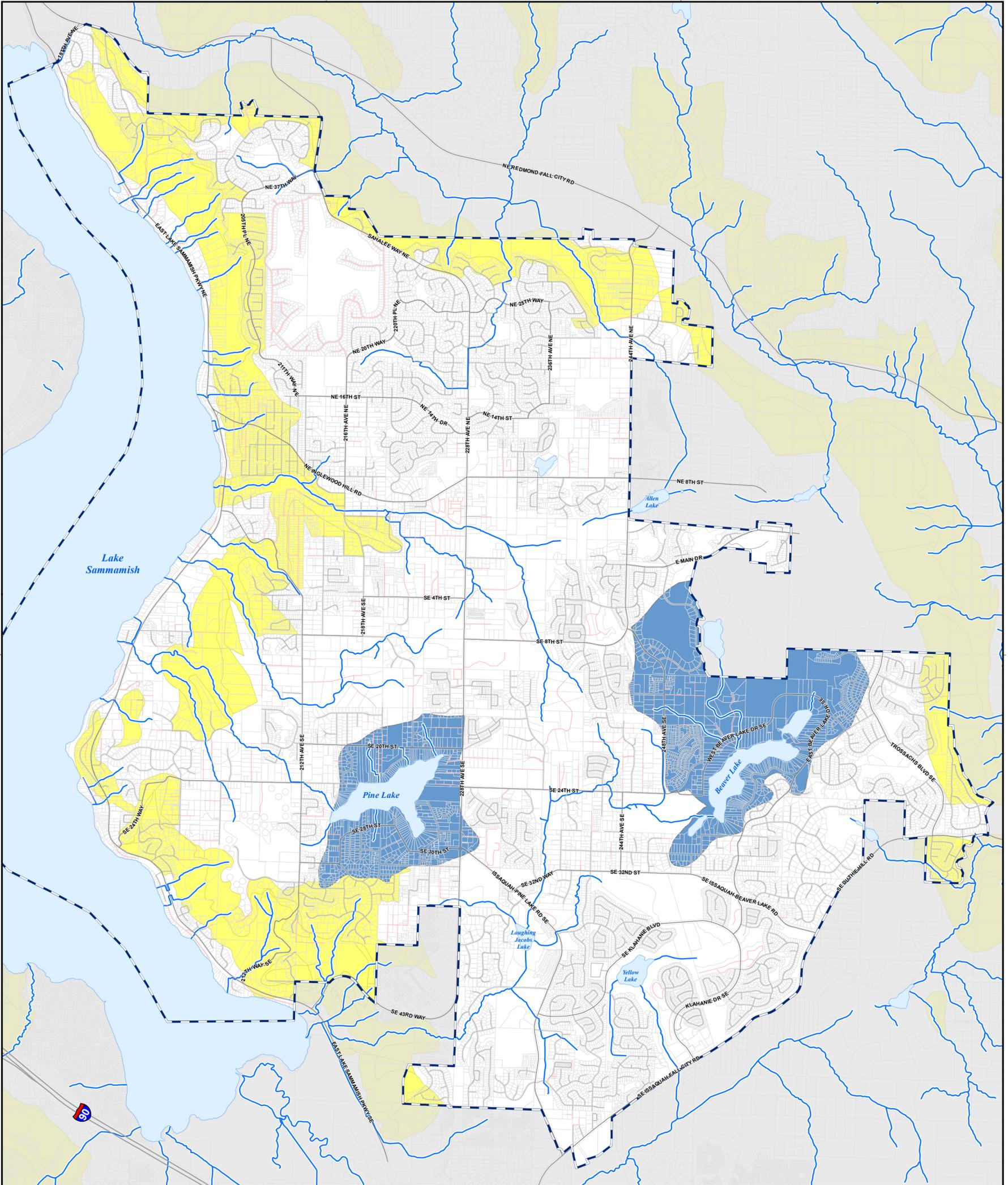


Exhibit 3

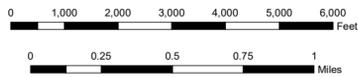
DRAFT Stormwater Code Amendments													
Using Percentage of Lot Area as a Drainage Threshold in Critical Drainage Areas													
6/3/2019 City Council Study Session													
Drainage Review required:													
Threshold 1	New SFR						Tamarack	80'x134' Parcel Size = 10,720 SF					Platted in 1964
Threshold 2	2000 SF of new and/or replaced impervious surface						Inglewood	25'x100' Parcel Size = 2500 SF					Platted in 1889
Threshold 3	500 SF or more of net new impervious surface							1 acre in SF	43,560 square feet				
Threshold 4	Existing plus proposed impervious surface is greater than % of lot area.												
green highlighted	= drainage review triggered by No. 1, new SFR												
blue highlighted	= drainage review triggered by No. 2, 2000 SF new impervious												
yellow highlighted	= drainage review triggered by No. 3, 500 SF net new impervious												
orange highlighted	= drainage review triggered by No. 4, percentage of lot area												
CONCLUSION:													
Using percentage of lot area triggers drainage review at very small square footage and is not consistent with Council direction that requiring drainage review on small additions is too costly and burdensome.													
Therefore, staff recommends removing this criteria as a trigger for drainage review.													
Impervious Area (SF) Based on Percentage of Lot Size and Zoning													
Example of vacant lot													
			Tamarack	Inglewood	Inglewood								Inglewood
			Typical	Parcel	Parcel								Parcel
			Parcel Size	4 Lots	3 Lots								1 lot
Zoning	R-1	R-4	R-4.06	R-4.356	R-5.808	R-6	R-8	R8.712	R-12	R-16	R-17	R-17.424	R-18
Lot Size	43,560	10,890	10,720	10,000	7,500	7,260	5,445	5,000	3,630	2,723	2,562	2,500	2,420
40%	17,424	4,356	4,288	4,000	3,000	2,904	2,178	2,000	1,452	1,089	1,025	1,000	968
35%	15,246	3,812	3,752	3,500	2,625	2,541	1,906	1,750	1,271	953	897	875	847
30%	13,068	3,267	3,216	3,000	2,250	2,178	1,634	1,500	1,089	817	769	750	726
25%	10,890	2,723	2,680	2,500	1,875	1,815	1,361	1,250	908	681	641	625	605
20%	8,712	2,178	2,144	2,000	1,500	1,452	1,089	1,000	726	545	512	500	484
15%	6,534	1,634	1,608	1,500	1,125	1,089	817	750	545	408	384	375	363
Examples of existing SFR lot and the area of net new impervious surface propose to trigger drainage review.													
2000 SF Existing Impervious Surface (example: house and driveway)													
			Tamarack	Inglewood	Inglewood								Inglewood
			Typical	Parcel	Parcel								Parcel
			Parcel Size	4 Lots	3 Lots								1 lot
Zoning	R-1	R-4	R-4.06	R-4.356	R-5.808	R-6	R-8	R8.712	R-12	R-16	R-17	R-17.424	R-18
Lot Size	43,560	10,890	10,720	10,000	7,500	7,260	5,445	5,000	3,630	2,723	2,562	2,500	2,420
40%	15,424	2,356	2,288	2,000	1,000	904	178	-	-	-	-	-	-
35%	13,246	1,812	1,752	1,500	625	541	-	-	-	-	-	-	-
30%	11,068	1,267	1,216	1,000	250	178	-	-	-	-	-	-	-
25%	8,890	723	680	500	-	-	-	-	-	-	-	-	-
20%	6,712	178	144	-	-	-	-	-	-	-	-	-	-
15%	4,534	-	-	-	-	-	-	-	-	-	-	-	-
2500 SF Existing Impervious Surface (example: house and driveway)													
			Tamarack	Inglewood	Inglewood								Inglewood
			Typical	Parcel	Parcel								Parcel
			Parcel Size	4 Lots	3 Lots								1 lot
Zoning	R-1	R-4	R-4.06	R-4.356	R-5.808	R-6	R-8	R8.712	R-12	R-16	R-17	R-17.424	R-18
Lot Size	43,560	10,890	10,720	10,000	7,500	7,260	5,445	5,000	3,630	2,723	2,562	2,500	2,420
40%	14,924	1,856	1,788	1,500	500	404	-	-	-	-	-	-	-
35%	12,746	1,312	1,252	1,000	125	41	-	-	-	-	-	-	-
30%	10,568	767	716	500	-	-	-	-	-	-	-	-	-
25%	8,390	223	180	-	-	-	-	-	-	-	-	-	-
20%	6,212	-	-	-	-	-	-	-	-	-	-	-	-
15%	4,034	-	-	-	-	-	-	-	-	-	-	-	-
3000 SF Existing Impervious Surface (example: house and driveway)													
			Tamarack	Inglewood	Inglewood								Inglewood
			Typical	Parcel	Parcel								Parcel
			Parcel Size	4 Lots	3 Lots								1 lot
Zoning	R-1	R-4	R-4.06	R-4.356	R-5.808	R-6	R-8	R8.712	R-12	R-16	R-17	R-17.424	R-18
Lot Size	43,560	10,890	10,720	10,000	7,500	7,260	5,445	5,000	3,630	2,723	2,562	2,500	2,420
40%	14,424	1,356	1,288	1,000	-	-	-	-	-	-	-	-	-
35%	12,246	812	752	500	-	-	-	-	-	-	-	-	-
30%	10,068	267	216	-	-	-	-	-	-	-	-	-	-
25%	7,890	-	-	-	-	-	-	-	-	-	-	-	-
20%	5,712	-	-	-	-	-	-	-	-	-	-	-	-
15%	3,534	-	-	-	-	-	-	-	-	-	-	-	-



- Areas Draining to Pine or Beaver Lake
- Landslide Hazard Drainage Areas



City of Sammamish



Critical Drainage Areas



The information included on this map has been compiled from a variety of sources and is subject to change without notice.
 Produced by the City of Sammamish 2019. No warranties of any sort, including but not limited to accuracy, fitness or merchantability, accompany this product.

CriticalDrainageAreas.mxd 5-22-2019

Proposed Stormwater Code Amendments - Public Comments and Staff Response
 City Council Study Session
 July 2, 2019

Exhibit 5

Pubic Comment	Staff Response	Code Revisions
Clarify re-roofing is allowed without drainage review.	Re-roofing does not meet the definitions for new impervious surface or replaced impervious surface; therefore, re-roofing alone would not trigger drainage review. City staff is aware of this and have been applying this interpretation.	None.
Create a review checklist	The City has a checklist that is for single residential building permits and it will be updated once the new stormwater code is adopted.	None.
Identify and protect septic above/beside and below plus water wells with 100-150 ft radius for sanitary set-backs.	Septic: The draft code provides for protection of septic drainfields with a 100-ft radius (above, beside, and below) around any approved surface water discharge location. Water wells: All plans are required to show the location of all wells on site and within 100 feet of the site also to note wells to be abandoned. The existing drainage code does not allow infiltration or bioretention within 100 ft of a well.	None.
Check land disturbance at 20% of lot size	This comment lies outside the scope of amendments to the stormwater code which focuses on drainage review requirements for critical drainage areas. This revision would create require a larger public process.	None.
Check existing impervious surface at 20% of lot size to avoid 1999+499+499+499SF evading drainage review.	The City Council gave direction during the March 5, 2019 Study Session that 500 SF of new impervious for new additions should be the threshold for drainage review. In areas that drain to Landslide Hazard Areas, the bifurcated Critical Drainage Areas are limited to a maximum of 35% impervious surface to prevent applicants from evading review. Also, Ordinance 2009-250 indicating a 200 SF one time allowance in Erosion Hazard Near Sensitive Water Body Areas was updated with the adoption of Ordinance 2013-350 to 400 SF one time allowand in EHNSWB. There is no similar code for Landslide Hazard Areas.	None.
Hazard areas with known issues should not be given new growth nor allow any expansions	The criteria for exemptions to the Core Requirements are outlined in the draft stormwater code.	None.
Don't exempt tightlines in slide/erosion areas	The criteria for tightline exemptions would require tightlines are outlined in the draft stormwater code. It clearly identifies that areas where	None.
Cumulative impacts of full build-out conditions must be required and addressed	The criteria for tightline exemptions addresses full build out. See examples of acceptable discharge locations.	None.
Known drainage issues and hazard areas need protection until adequate facilities for stormwater are provided.	See draft code section SMC.13.20.040 Critical Drainage Areas. These are areas that are protected due to existing water quality, flooding, sever erosion, or landslide conditions.	None.

Agenda Bill

City Council Regular Meeting
July 02, 2019



SUBJECT:	Discussion: Public responsibilities to resolve private drainage issues		
DATE SUBMITTED:	June 24, 2019		
DEPARTMENT:	Public Works		
NEEDED FROM COUNCIL:	<input type="checkbox"/> Action <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Informational		
RECOMMENDATION:	Provide input on existing laws and policies regarding spending public resources to resolve private drainage issues.		
EXHIBITS:	1. Exhibit 1 - Presentation 2. Exhibit 2 - Draft Private Stormwater Management Responsibilities Policy		
BUDGET:			
Total dollar amount	N/A	<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 type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input checked="" type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

What additional information does the City Council need to clarify current laws and policies regarding use of public resources to solve private drainage issues?

KEY FACTS AND INFORMATION SUMMARY:

Over the years, the City has received multiple requests from citizens in pursuit of solutions to address drainage issues on private property. If the City finds that there is no apparent connection between private property drainage issues and public property or assets, the property owner is informed that the City cannot resolve the problem. They are, however, informed that they may pursue a claim against the City if they still believe there is a public responsibility to address the drainage problem. Several property owners in the Tamarack neighborhood believe this to be the case.

The City follows [Sammamish Municipal Code Section 13.20.090](#), relating to drainage facilities accepted by Sammamish for maintenance. It states, in part, that *“the City may assume maintenance of privately maintained drainage facilities only if the City first determines that a clear public benefit will result, greater in scope than the public cost, from the use of public resources to participate wholly or partially in the maintenance of a private storm or surface water drainage system component,”* in addition to other requirements. [SMC 13.20.100](#) describes drainage facilities not accepted by the City for maintenance, which includes private road conveyance systems.

Tamarack Plat History

Tamarack was platted in 1964 with more than 60% constructed in the 1980s and 1990s. All roads within the plat are privately and jointly owned by the property owners in Tamarack and lacks formal stormwater infrastructure to manage and safely convey surface water and groundwater seepage to an appropriate discharge point. Earliest records show residents informed the City of drainage problems in 2007. All permits that the City approved since incorporation are infill development of single-family residences which were required to meet the applicable City codes at the time.

Sammamish Plateau installed a sewer line on NE 4th St between 208th Ave NE and 208th Pl NE in 2004. In addition, a private developer installed a private drain pipe in this same area in 2012/2013. In early 2013, a landslide occurred in the location of the sewer and drain pipe.

City Actions in Tamarack

The City has participated in the following actions in the Tamarack neighborhood:

- In 2013, as part of emergency repair actions to reduce the risk of additional landslides, City crews installed an overland tightline pipe on private property from 209th Ave NE to 208th Ave NE.
- From 2010 to 2016, the City Council funded studies and preliminary engineering plans to evaluate drainage issues in the area. However, final engineering plans and construction were not funded due to the Council’s desire to complete the Zackuse Basin Plan which would give a holistic view of basin-wide problems and solutions.
- In 2016, the City Council discussed ways in which partial funding could potentially be provided by the City with the private property owners paying most of the cost through a Local Improvement District (LID). This was deemed not feasible due to the unlikely approval by the property owners.
- In 2017, the City’s insurer approved a monetary settlement with two private property owners in the Tamarack neighborhood for drainage problems related to the City’s emergency repairs in 2013.

Zackuse Basin Plan

In late 2016, during budget discussions, the City Council chose not to fund a project in Tamarack. Council indicated they wished to better understand: 1) The policies and codes addressing use of public funds on private property, 2) How the priority of a project in Tamarack compares with other City stormwater needs, and 3) How a project in Tamarack would address other stormwater needs in the Zackuse Basin. These issues were investigated during the course of the City’s draft Zackuse Basin Plan

(Plan) which will be presented to the Council later this year. The draft Plan provides actions that could be implemented by property owners in the Tamarack Plat to address the area-wide drainage issue.

Discretionary City Authority to Use Public Resources to Address Issues on Private Property

Public funds can be expended to carry out a fundamental purpose of the government. An example is a project that improves water quality as it could provide positive benefit to the general public. The draft Plan has identified projects that may reduce the erosion in the creek's tributaries that may improve the water quality of Zackuse Creek and/or Lake Sammamish.

If the City Council directs the City Manager to spend City resources to resolve Tamarack's drainage problems, the following key issues will require additional consideration and analysis:

1. Legal Easements. Since the Tamarack Plat lacks a homeowner's association, any work on the roads and drainage system in Tamarack would require easements be signed by all the property owners, lenders with deeds of trust, easement holders, and creditors with judgement. Obtaining these agreements can take years to complete and may not be feasible given that sale of a home and every refinance with a new lender requires additional negotiations and new title reports.
2. Precedent Setting Potential. Public funds to construct Tamarack projects could set a precedent under which the City Council will be asked to authorize additional public funds for future work on other privately-owned streets and neighborhoods. Sahalee Country Club is just one such example where the City may be asked to resolve a drainage issue on private property. Other examples surely exist as well.
3. Future Claims. Work done by the City on private property may result in future claims by private property owners.

A draft policy regarding private property owner's responsibilities for storm and surface water was discussed with the former Finance Committee in late 2016-early 2017 (Exhibit 2).

King County's Neighborhood Drainage Assistance Program

King County's Neighborhood Drainage Assistance Program has been in place since the 1990s. Current annual funding is \$70,000 to fund small drainage improvement projects on private properties in unincorporated King County. The program is not meant to fund large capital projects but aims to help homeowners address local, minor drainage problems with minimal capital improvements.

King Conservation District

Since 1949, the King Conservation District (KCD) has partnered with local land owners to promote land stewardship and sustainable management of natural resources. Residents can get free technical advice from KCD experts, and as resources allow, financial assistance. Property owners can contact debbie.meisinger@kingcd.org at the King Conservation District for more information. This resource is available to all property owners in Sammamish.

FINANCIAL IMPACT:

City Council could direct staff to allocate public resources to perform work on private property. If so, there will be less funding available for City stormwater projects. The City's Surface Water Management

Capital Fund includes an annual budget of \$200,000 to address small neighborhood drainage problems on city ROW or easements.

OTHER ALTERNATIVES CONSIDERED:

None.

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.

Utilities

- Goal UT.5 Encourage the use of innovative measures and new technologies to reduce overall demand and enhance service to city residents.
- Goal UT.6 Encourage conservation of water and protect water quality

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.

City of Sammamish Storm and Surface Water Management Comprehensive Plan (2016)

- Goal 1 (G.1) – Comprehensively evaluate and address problems related to the existing stormwater system and manage storm and surface water systems to ensure longevity of assets

*Public
Works*



Public Responsibilities to Resolve
Private Drainage Issues

**City Council Regular Meeting
July 2, 2019**



Topics

- Legal and Policy Background
- Tamarack History
- City Options

Washington State Constitutional Law

- Article VIII, [Section 7](#)
- Commonly referred to as “Gift of Public Funds Doctrine”

No county, city, town or other municipal corporation shall hereafter give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm, or become directly or indirectly the owner of any stock in or bonds of any association, company or corporation.

- Purpose: Prevent public funds from being used to benefit private interests where the public interest is not primarily served

Washington State Constitutional Law

Further clarification from the Washington Supreme Court:

- Public funds can be expended to “carry out a fundamental purpose of government.”

Improving water quality could provide a positive benefit to the general public



Fundamental public purpose may be served by the portion of a project that improves water quality

City Code and Policy

SMC 13.20.090: Drainage facilities accepted by Sammamish for maintenance

The City may assume maintenance of privately maintained drainage facilities only if (a) the City first determines that a clear public benefit will result, greater in scope than the public cost, from the use of public resources to participate wholly or partially in the maintenance of a private storm or surface water drainage system component

Translated: To use City funds, the benefit to the general public must exceed the City's cost

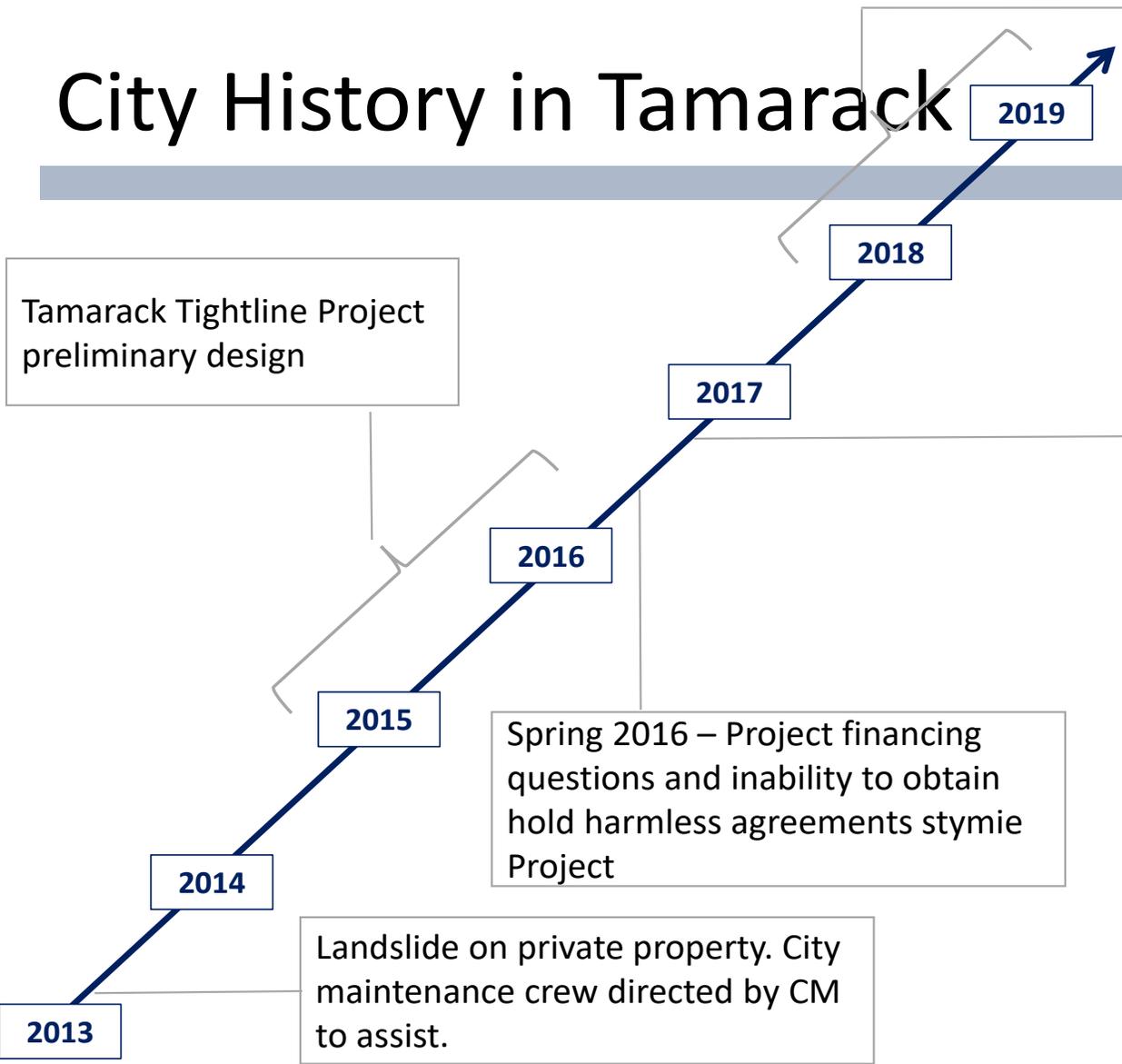
City Code and Policy

SMC 13.20.100: Drainage facilities not accepted by Sammamish for maintenance

The person or persons holding title to the property and the applicant required to construct a drainage facility shall remain responsible for the facility's continual performance, operation and maintenance in accordance with the standards and requirements of the department and remain responsible for any liability as a result of these duties. This responsibility includes maintenance of a drainage facility which is: (b) A private road conveyance system

Translated: Private property and road owners must maintain their drainage facilities. The City does not maintain conveyance systems on private roads.

City History in Tamarack 2019



Tamarack Tightline Project preliminary design

Spring 2016 – Project financing questions and inability to obtain hold harmless agreements stymie Project

Landslide on private property. City maintenance crew directed by CM to assist.

Zackuse Basin Plan: NOV 2017- JUN 2019

During budget discussions, Council asks:

- Clarification on public fund use on private property.
- How does Project rank with other City stormwater needs?
- How does Project tie in with rest of Zackuse Basin?

Project is not funded. Council asks to revisit Tamarack when Zackuse Basin Plan is complete



City's Options

1. Construct Drainage Improvements in Tamarack

- City to fund portion that improves water quality as it could serve a fundamental purpose of government and benefit the general public.
- Private property owners would fund remaining portion via Local Improvement District, requiring majority vote of the same.
- Difficult to allocate public vs private benefits and associated costs.
- Very difficult to obtain easements – requires consent of everyone with a legal interest in the roads.
- Sets a precedent of working on private property in other areas.

2. Status Quo

- This has been the City's course of action since incorporation.

County Options

Neighborhood Drainage Assistance Program (NDAP)

- Addresses flooding, erosion and sedimentation problems affecting private property in unincorporated King County.
- Can design and fund capital improvement projects, and repair existing drainage systems.
- \$70k annual budget

King Conservation District

- Non-regulatory state agency that would work directly with private landowners
- Free technical advice from KCD experts, and as resources allow, financial assistance.

Private Property Storm and Surface Water Management Responsibilities

Policy

The City of Sammamish shall own and maintain all components of the storm and surface water system in city-owned rights-of-way and in easements or tracts dedicated to, and accepted by, the City. The City should not acquire, construct or accept additional new or existing storm or surface water system components outside the City-owned right-of-way (through easements, ownership, or other property rights) except when needed for City construction projects, or when all of the following conditions are met:

1. There is a public benefit and the cost is justified by that benefit;
2. Easement or property for construction, maintenance and operations of the facility is offered by the property owner(s) at no cost;
3. The system meets current City standards or is brought up to current City standards by the owner(s). (The City may choose to provide resources to accomplish this condition per the discussion below);
4. The City has adequate resources to maintain and operate the system; and
5. If a detention system, the system serves a residential plat or short plat (rather than a commercial property).

Discussion

Surface water, which includes surface, storm and ground water impacts properties regardless of land use or ownership. Generally, the City is responsible for managing surface water in public rights-of-way, publically owned properties, fee titles and dedicated easements on private property that have been formally accepted by the City for the purpose of managing surface water. Generally, private property owners are responsible for managing surface water on their property. Private drainage conveyance and detention systems are assets for which the City does not have a property interest or responsibility to upgrade, replace, maintain or operate.

All detention systems must be maintained to ensure they function as designed for flood control. Detention system maintenance also benefits water quality when trapped pollutants are removed from the system rather than being flushed downstream during a major storm. The City maintains its facilities through ownership and allocation of maintenance resources. The functionality of private detention facilities is sought through the City's private drainage inspection program. Where practical, and when in the public interest, multi-purpose and regional detention facilities should be encouraged.

The City's historical policy has been to acquire control of system components from newly completed developments or through an approved City capital project. An aggressive program to acquire additional components of the stormwater system (conveyance or detention) is not recommended because:

- Owning and maintaining the stormwater system would not necessarily address the City's water quality and flood control responsibilities because pollutants and runoff originate throughout each drainage basin. Also, most of the primary conveyance systems are streams (riparian corridors), and streams are regulated through local and state laws.
- Acquiring all conveyance systems and bringing them up to standard would be high in capital cost and would also result in increased operation and maintenance costs.
- Assuming substandard systems could increase City liability.

9/15/16

- Continuing to work with property owners to ensure maintenance of privately owned detention systems is an objective of the City's stormwater maintenance and inspection program.
- Assuming ownership of private systems is not necessarily equitable to ratepayers.

If the City decides to contemplate the acquisition, construction or acceptance of additional new or existing private storm or surface water system components, it should carefully weigh the environmental, capital, operations, maintenance and replacement/rehabilitation costs against the benefits such system would provide to the general public or in reducing the costs for the City to meet its NPDES permit conditions and other regulatory requirements, meet the goals in any City-adopted Plan, or to reduce/mitigate risks of damage to public roads or infrastructure. The City should consider implementing a program to share the capital costs with the benefitting private property owners if the aforementioned benefits do not significantly outweigh the associated costs.

The City responds to private property drainage questions, complaints, and issues and attempts to provide a consistent response to private property owners. City staff reviews existing surface water information on and around the property including historical complaints, GIS information, and plat or construction documents. Staff will look to see if there are publically maintained facilities involved or easements present. Site visits may be conducted to meet with the property owner to assess adjacent ROW conditions to determine if public infrastructure or ROW is associated with the private property issue. If the ROW is associated with a private property surface water issue, staff will assess the situation on a case-by-case to determine a course of action.

Sometimes a property owner will want staff to assist them with assessing their problem. Staff may provide general assessments (e.g., determining that groundwater seeps are impacting the property or educating the property owner about the local drainage in the neighborhood and how it is potentially affecting their issue). Staff may walk the site with the owner to inspect drainage structures, look for maintenance issues, or look at downspouts to see where they discharge.

After assessing an issue, property owners will often ask staff to provide a solution to their problem or recommend a course of action. Staff will not direct or recommend any particular action and will always advise the owner to consult a private professional if they are not comfortable managing the issues themselves. Staff may also direct property owners to publically available resources, such as the City's adopted Surface Water Design Manual. Property owners often ask staff to recommend a contractor to design or conduct work. The City does not provide recommendations to private property owners for any particular company or individual for surface water management services. In short, staff will provide general technical assistance to property owners, but it is up to the property owner to decide on a course of action, if needed, to address their private drainage issue.

When a private property owner has an issue or dispute arising from a neighboring private property and they want the City to legally address the issue with the neighboring property or properties and none of which are publically owned, the City will generally advise the complainant to consult a legal and/or technical professional for assistance. The City may become involved and can use existing City codes to enforce surface water issues on private property when it involves water quality and critical area (e.g., streams) violations. Otherwise, surface water is considered a "common enemy" to all property owners and some situations may need to be addressed by a court on a case-by-case basis to decide a course of action.

9/15/16

Agenda Bill

City Council Regular Meeting
July 02, 2019



SUBJECT:	Transportation Master Plan - Plans for Community Outreach		
DATE SUBMITTED:	June 21, 2019		
DEPARTMENT:	Public Works		
NEEDED FROM COUNCIL:	<input type="checkbox"/> Action <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Informational		
RECOMMENDATION:	Receive a presentation on the TMP Community Outreach Plan and discuss further with staff.		
EXHIBITS:	1. Exhibit 1 - Community Transportation Priorities 2. Exhibit 2 - Presentation - TMP Public Outreach Plan		
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 checked="" 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 type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

Transportation Master Plan - Plans for Community Outreach

KEY FACTS AND INFORMATION SUMMARY:

Summary:
 The success of the Transportation Master Plan (TMP) is predicated upon a strong understanding of community priorities and needs as related to the City's existing and future transportation network. Staff began community outreach in 2017 after the initial kick-off of the TMP ("Phase 1 Outreach") and reached over 300 members of the public. Following an extended pause of the TMP, staff are now preparing to re-engage the community in a variety of ways to solicit feedback on what the City's priorities should be to achieve the TMP's vision and goals for the current and future transportation network.

A key result of the Phase 1 Outreach were six transportation priorities, which the Council discussed and affirmed (Exhibit 1). These priorities will serve as the framework within which the TMP is being developed. The Project Team will reengage the community in earnest beginning in August to get targeted feedback on improving mobility options, a more connected transportation network, and prioritizing targeted investments that achieve the ultimate vision for the City's transportation network.

Community Outreach Plan:

The Project Team has created a detailed, robust Community Outreach Plan that will provide a number of creative ways and opportunities for the public to weigh in on critical transportation and traffic issues. The City plans to achieve the following through the community outreach effort between spring 2019 and fall 2020:

- Establish a new online engagement platform “Connect Sammamish”
- Conduct a statistically valid survey
- Obtain a strong and well-rounded understanding of community needs and desires
- Use robust data and input to inform the prioritization of capital projects

To accomplish these goals, the project team will also engage targeted stakeholders, including the following groups: Elected and appointed officials, community members, Homeowners Associations, school districts (specific emphasis on local schools), employers and the Chamber of Commerce, regional transportation agencies, PSRC, Washington Department of Transportation (WSDOT), faith groups, community groups, PTAs, Sammamish Police, neighboring cities, and others.

Community Outreach Topics and Schedule:

The TMP project team will conduct public workshops, surveys, and host pop-up events throughout the summer to gather input on priority transportation projects needed to achieve the ultimate vision for the City's transportation network. As part of the in-person events, we will have specific questions to start the conversations. Significant focus will be paid to addressing challenging issues such as improving local and regional connectivity (e.g. barricade removal and new road connections), funding constraints, and the projects that the City will need to undertake to achieve the community's vision for the future transportation network.

Next Steps:

The project team will use input garnered from City Council on the community outreach plan to adjust as needed to more directly meet the Council's desires and expectations for this outreach effort.

FINANCIAL IMPACT:

N/A - informational presentation only

OTHER ALTERNATIVES CONSIDERED:

N/A - informational presentation only

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Sammamish Transportation Element](#)

Community Transportation Priorities for Sammamish TMP



The system should be **efficient**, maximizing its capacity by synchronizing traffic signals, staggering work and school schedules, and encouraging transit.



Regional destinations should be **easier to access**, with more transit and less congestion on commute routes.

It should be **easier to get places** on foot, by bike or by car, with connected streets and trails, and improved bike connections.



Transportation system management should be **fiscally sustainable**, controlling investment costs, finding grants, and increasing local ability to pay.

Transportation should be **safe and welcoming**, with better street crossings, calmed traffic to slow speeds, and increased traffic enforcement.



The rights of way and trails should look great, enhancing **the character that makes Sammamish unique**.



Transportation Master Plan – Community Outreach

**City Council Study Session
July 1, 2019**



Discussion Topics

- TMP Community Outreach Plan
- Communication Tools
- Next Steps



Purpose of Today's Discussion

Receive City Council's input on the
TMP Community Outreach Plan



The Basics



(1) What



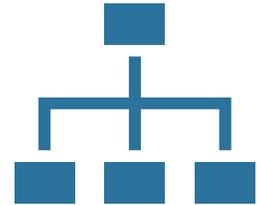
(2) Why



(3) When



(4) Who



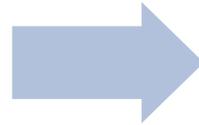
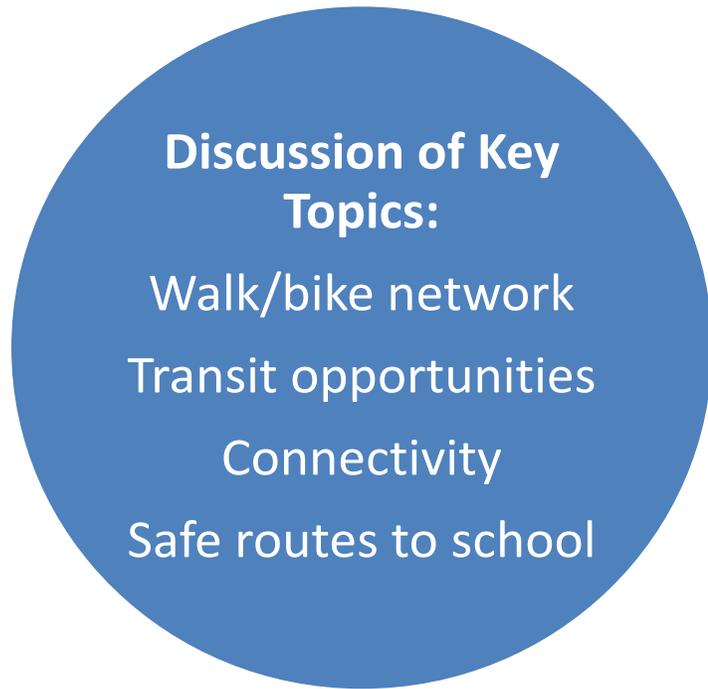
(5) How

Goals of the Transportation Master Plan

Complete connections for all modes	Supported by the community	Fundable & implementable
<ul style="list-style-type: none">• Safe & efficient movement of all people• Improves mobility, but respects community character• Reconsiders how we define transportation success	<ul style="list-style-type: none">• In-depth community conversation• Creating public buy-in for new priorities and approaches• Create civic champions for implementation	<ul style="list-style-type: none">• Modern concurrency system that forwards mobility objectives• Flexible impact fee program tailored to plan• Fiscal realism in prioritization & messaging

  **(1) What**

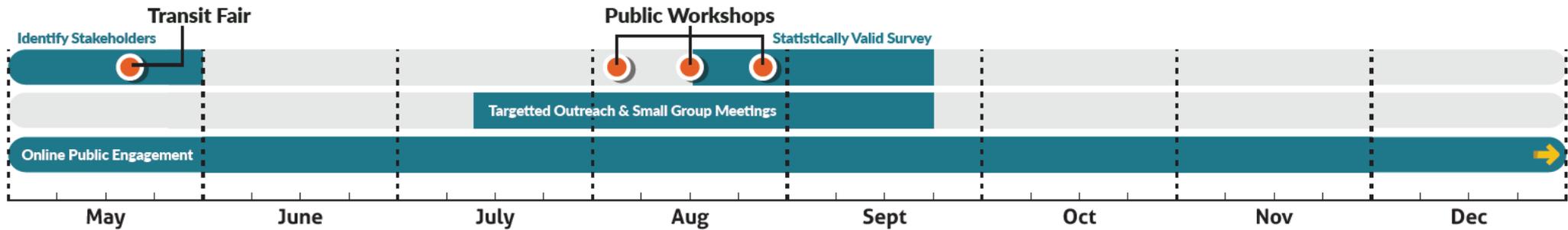
Community Outreach



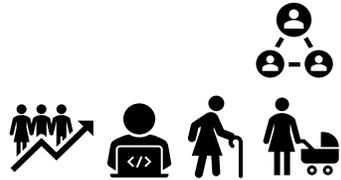
(2) Why

Community Engagement Schedule

2019 Community Engagement Schedule



Stakeholders



Elected and appointed officials

Community members



HOAs



School Districts (specific emphasis on local schools)



Employers and the Chamber of Commerce



Regional transportation agencies (King County Metro, Sound Transit, PSRC)



Washington Department of Transportation (WSDOT)



Faith groups, interest groups, community groups, PTAs, etc.



(4) Who

Engagement Tools



Statistically
Valid Survey



Online
Engagement



In-Person
Meetings



Meeting in a
Box (MIAB)



Pop-Up
Events
(Tabling)



(5) How

Engagement Tools



Statistically Valid Survey

A statistically valid survey will provide the project team with a level of confidence in understanding public input and provide a strong foundation to develop the TMP and communicate with the public.



(5) How

Engagement Tools



Online Engagement

The new online public engagement platform, Connect Sammamish, provides a venue for two-way communication that is modern and mobile-friendly. This will reduce barriers to participation and engage a broader segment of the community.



(5) How

Engagement Tools



In-Person Meetings

The project team will hold three public workshops, two City-wide open houses (both in-person and online), and small group meetings. These venues will build relationships while allowing for discussion on a wide variety of topics of varying degrees of contentiousness.



(5) How

Engagement Tools



Meeting in a Box (MIAB)

MIAB is a tool designed for groups to gather at a convenient time and location to share their opinions about the project without the City being present. The box contains everything needed for someone else to hold discussions and record input.



(5) How

Engagement Tools



Pop-Up Events (Tabling)

Pop-up events involve going to areas and events with large gatherings of people and set up a table to talk about the TMP. These meetings are less formal and intended to meet people where they already are, such as stores, community centers, parks, or community events.



(5) How

Key Questions



Efficient and fiscally sustainable

1 How should the City prioritize its investments in the road network to enhance connectivity, reduce congestion, and increase safety?



Easier to get places on foot, by bike or by car

2 How should the City improve and enhance the pedestrian and bike network?



Safe and welcoming

3 How should the City work with community partners to better alleviate traffic congestion issues around our schools?



Enhance community character

4 How should the roadway and trail network enhance the character of neighborhoods?



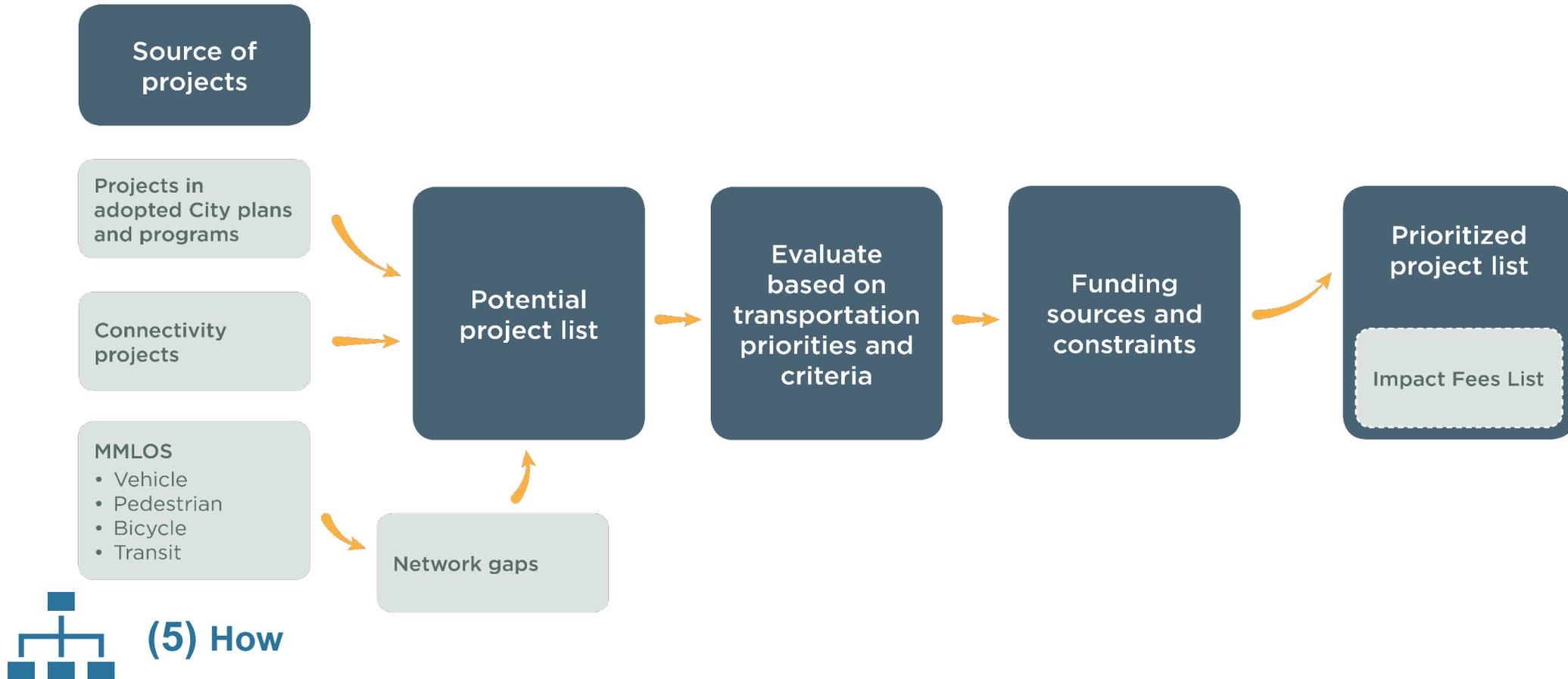
5) *What type of investments would make transit a more convenient option for you?*

6) *How should the City leverage partnerships to address regional transportation issues?*



(5) How

Process to Develop Prioritized Project List



Next Steps

	Task	Date
Outreach & Technical Work	Identify & evaluate draft proposed project list	Apr. – Jul. 2019
	Public Outreach on draft proposed project list	Aug. – Oct. 2019
	Review public input, refine project list, develop draft TMP document	Nov. 2019 – Feb. 2020
Adoption	Incorporate TMP into Comprehensive Plan	No Later Than Dec. 2020

Feedback?



Thank You



Mayor Christie Malchow

Council Report – July 2, 2019

Association of Washington Cities 6/27/19



Attended the General Sessions & Annual Business Meeting, where new officers were elected along with the following breakout sessions of interest:

Small Cell Technologies:

We are about to do our code for these, so this breakout was timely.

(Attached power point for this presentation)

Macro vs Small Cell: A small cell installation consists of small radio equipment and antennas that can be placed on structures such as streetlights, the sides of buildings, or poles. They are about the size of a [pizza box](#), and are essential for transmitting data to and from a wireless device. Learn more here:

<https://www.ctia.org/the-wireless-industry/the-race-to-5g>

Small Cell 30ft in the air – is more than a small antenna box, they can be unattractive. You might see them on existing light poles. Telecoms you've never heard are will use the infrastructure – Mobilite, Crown Castle, Extenet & more.

Aesthetic requirements by July 13, 2019 – but be published in advanced, reasonable, no more burdensome than those applied to other types of infrastructure deployments. Pirate something (OMW) if needed until we can formally adopt something. Check with MSRC on cities that have put them in place (Mukilteo, Federal Way has them).

Shot clocks – time we have to process an application. 2 different shot clocks – attaching to an existing pole 60 days, new structure 90 days.

Permit for ROW use is not a “Land Use Action” under Ch.36.70C RCW (GMA)

A City May not:

1. Effectively exclude a wireless communications provider for the city
2. Materially inhibit (delay permits or charge excessive fees)
3. Dictate or limit the technologies choices of a provider
4. Regulations radio frequency emissions and/or
5. Discriminate between service providers (level playing field)

KEY DESIGN ROLE (Pole Owner)

PSE (utility poles) and City (light standards) Control design by pole attachment agreements
 State & National Electrical codes also dictate placement of small cell facilities.

City of San Jose v FCC

9th Circuit court of appeals’ key points: Cities are the stewards of the public ROW

How to Grow Responsibly While Addressing Community Concerns:

Financial / Environmental / Social responsibilities (some ways to be responsible)

Financially – growth than brings in more revenue than it costs to support it

Environmental – loss of trees, polluted water, air quality – growth that protects our environment for our children & grandchildren.

Social – Build immunity. Growth that brings people together to create safety & help them feel community.

Example: City of Shoreline: bedroom immunity build out in the 50’s 60s 70s as unincorporated King Co.

Hwy 5 & Hwy 99 running through it. Population decreased a bit from 2002 to 2012. All day bus service. 2 light rail sessions in 2024. The 2 sites are largely SFH. Shoreline rezoned AFTER Sound Transit slated two stations for their City. Unlimited zoning double their housing stock with 8% of their land.

6/19/19 Master Builders/ Dept. of Community Development Staff Meeting

Purpose of the Meeting: To understand how we as a Council can engage the multifaceted stakeholders of the developers world with our residents to come up with new code that will give residents the satisfaction of their voices being heard with the developers desires to come to a meeting of the minds & achieve win-wins.

Details from the Meeting:

- ❖ There will be a Phase 2A & 2B in all likelihood.
- ❖ We discussed need/desire for a procedural section and a PUD section of code.
- ❖ Work will be done in 2020 as to not bifurcate it between 2 different iterations of Council
- ❖ No work has been done on “Phase 2” yet. It will be done from scratch, with the incorporation of a public component, outreach, and then the legislative process.
- ❖ Major component of the work plan for 2020.
- ❖ We discussed the possibility of what a PUD might look like: takes the base & then allows for modifications to the base with incentives for advancing community engagement or landscaping (as an example)

- Looks at the compatibility with surrounding neighborhoods. A PUD is intended to offset the awkwardness of how a new development will fit in & blend with surrounding development.
- ❖ We discussed a Land Use mediation process – there will be a budget proposal for '19-20 to try establish a pre-step to having an appeal hearing with the HE.
- ❖ Discussed the possibility of an architectural review board (as some other cities do)

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OMW

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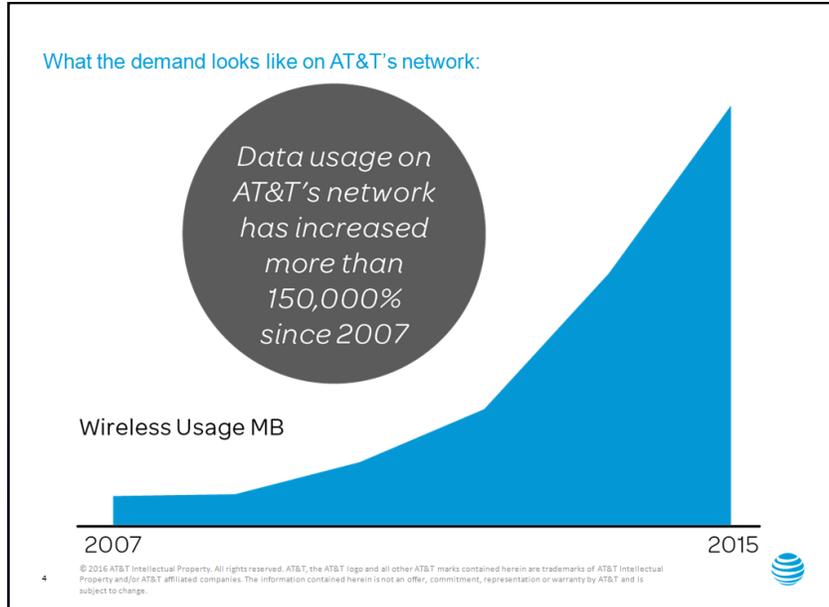
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The Small Cell Deployment Boom
begins with the evolution of
cell phones to smart devices

OMW

2

2



3

CURRENT ESTIMATE:

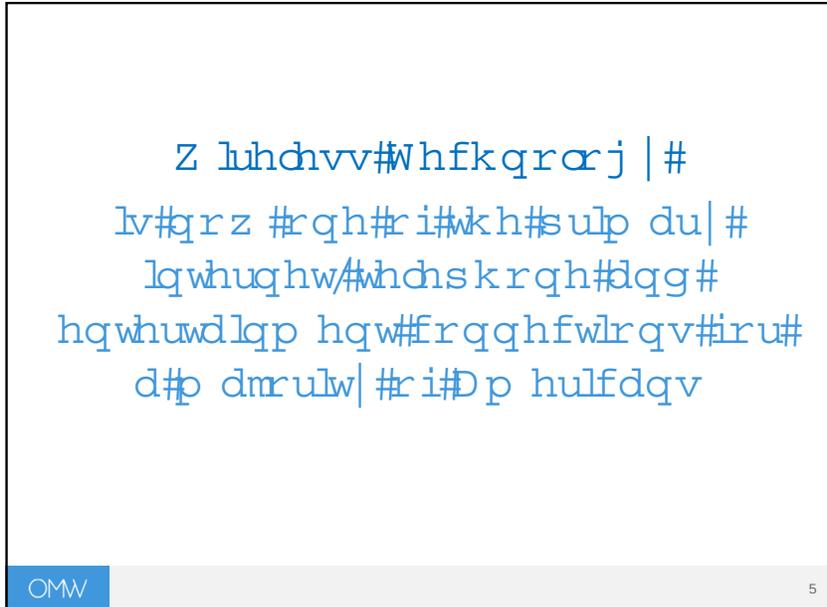
136,000% GROWTH IN DATA USAGE SINCE 2007

80% OF THE GROWTH IN DATA IS ATTRIBUTABLE TO VIDEO

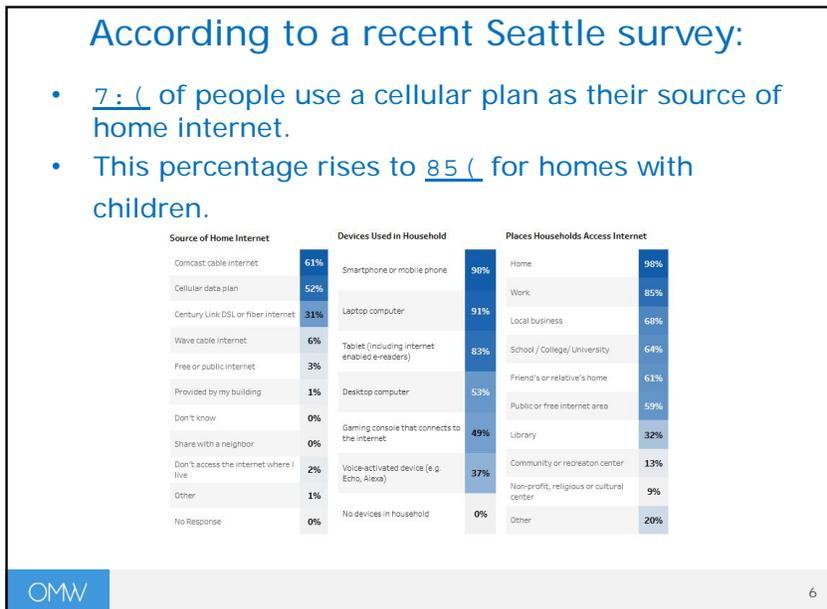
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- 66 of people use their smart phone in their home.
- This percentage goes up to 88 for households with school aged kids.

OMW 7

7

These data points show how cellular phone usage in the home will drive the internet movement. Hence the connection between 5G and home internet and beyond (entertainment, etc.).

OMW 8

8

"Americans now spend more time on their smart devices than watching television."

Seattle Times
June 5, 2019

OMW

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9

What is the future of cable television?

- ✓ 5% franchise fee vs untaxed internet
- ✓ Generational divide: cutting the cord

Dim future for municipal revenue from cable TV and franchise fees

RCW 35.921.860 prohibits franchise fees for ROW use except for cable TV

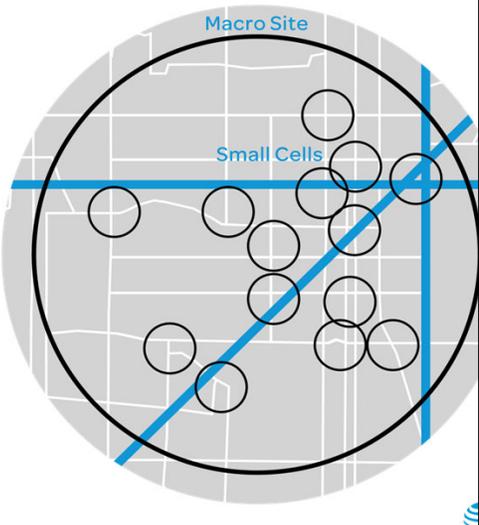
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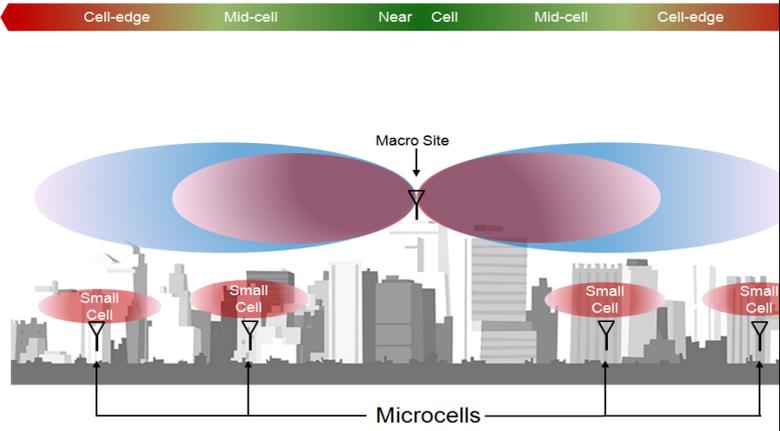


Small cells can densify our network to meet customer demand



11

Macro vs Small Cell



Cell-edge Mid-cell Near Cell Mid-cell Cell-edge

Macro Site

Small Cell

Small Cell

Small Cell

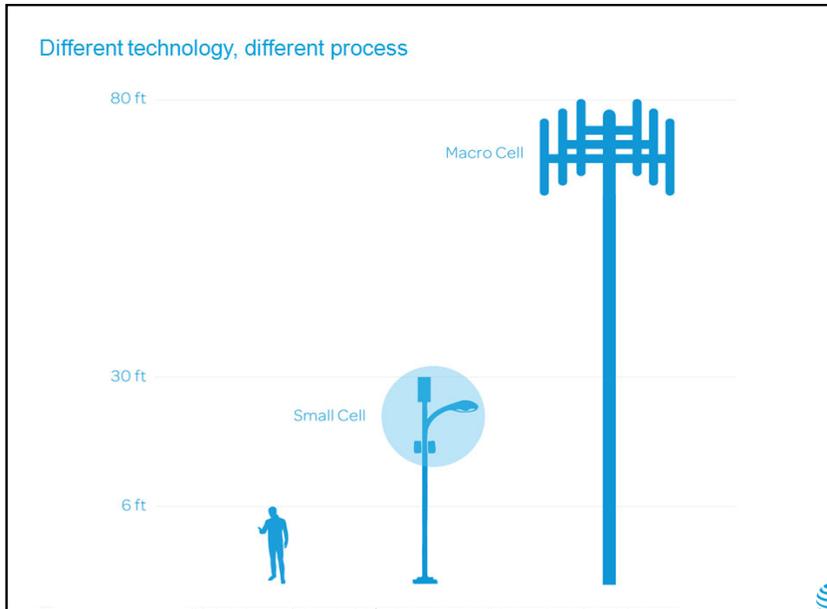
Small Cell

Microcells

verizon

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12



13



14

Telecoms You've Never Heard Of

Its not just AT&T, Verizon, T-Mobile & Sprint

Infrastructure Providers are active participants
in SWF deployments:

Mobilitie

Crown Castle

Extenet

...and more to come

OMW

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15

Elana's Road Trips



OMW

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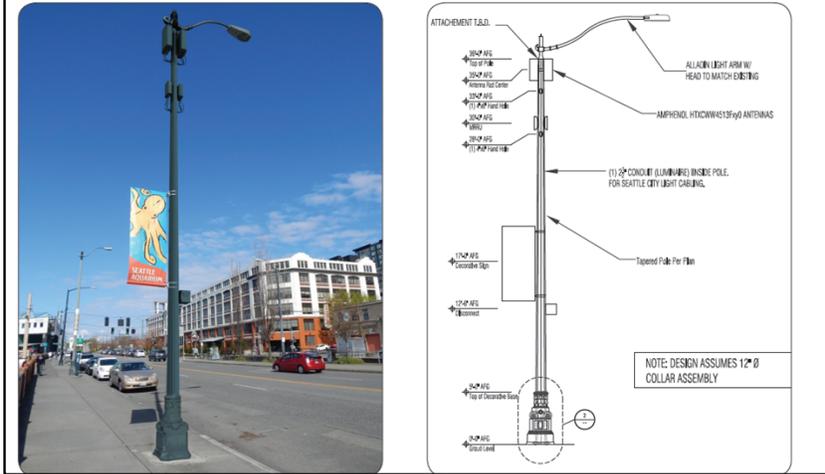


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**Small Cell Deployment:
Simulation for Seattle (pole mounted)**



21

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AWC'S Lobbyists:

- o Victoria Lincoln and Candice Bock

City Lobbyists:

- o Brihana Murray and Doug Levy
- o Christina Shuck - Kent City Attorney
- o Tom Brubaker – Kent City Attorney / Lighthouse Law

Electeds:

- o Mayor Jill Boudreau – Mount Vernon
- o Bob Champion – Mukilteo City Council

22

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Donald J. Trump ✓
@realDonaldTrump

I want 5G, and even 6G, technology in the United States as soon as possible. It is far more powerful, faster, and smarter than the current standard. American companies must step up their efforts, or get left behind. There is no reason that we should be lagging behind on.....

5:55 AM · Feb 21, 2019 · [Twitter for iPhone](#)

28.5K Retweets **143.4K** Likes

OMW 23

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OMW 24

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U.S. policymakers keep wringing their hands over a competition with China to build the world's first mass-market 5G wireless network.

When the United States took the lead on 4G mobile technology, it gave rise to the app economy, which remain dominated by U.S.-based firms today, Brown said.

The stakes with 5G are even higher.

Telecom executives, and many federal officials, have cited intense competition against global rivals as a reason to accelerate the spread of 5G in the United States with deregulation and policies favorable to the industry.

OMW

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F rp p lvvlrq

Regulate interstate commerce in "communication by wire and radio, so far as possible, to all of the people of the United States a rapid, efficient, nationwide, and worldwide wire and radio communication service with adequate facilities at reasonable charges..."

47 USC §151

OMW

26

26

Small Cell Deployment

- Industry requests to install Small Cells - 2016
- Cities preparing for Small Cell deployment
- FCC Issued Declaratory Rule & Third Report and Order
 - ✓ Effective Date: January 14, 2019
 - ✓ Pending appeals consolidated in the 9th Circuit Court of Appeals
 - ✓ Request for stay was denied both by the FCC and the court

OMW

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Small Cell Deployment

4) Small Cell Deployment, consistent with section 1.1312(e)(2), are facilities that meet each of the following conditions:

- (1) The facilities—
 - (i) are mounted on structures 50 feet or less in height including their antennas as defined in section 1.1320(d), or
 - (ii) are mounted on structures no more than 10 percent taller than other adjacent structures, or
 - (iii) do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- (2) Each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in section 1.1320(d)), is no more than three cubic feet in volume;
- (3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 5 square feet;

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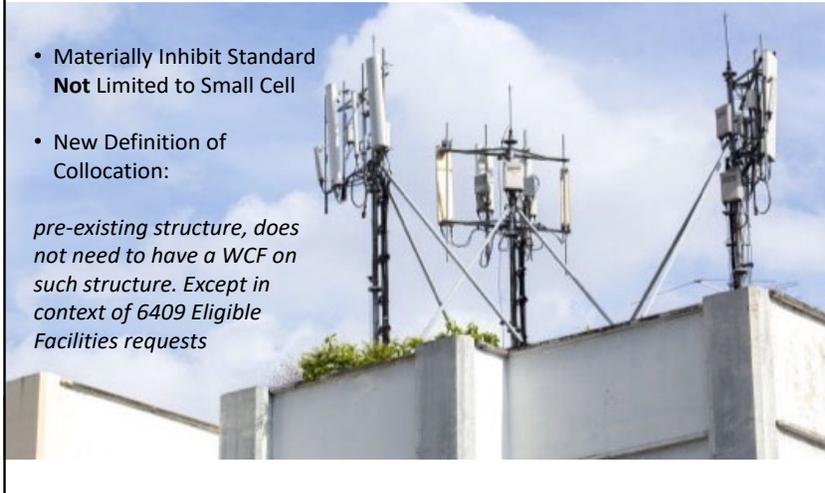
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F r o e r f d w l r q

- Materially Inhibit Standard
Not Limited to Small Cell
- New Definition of Collocation:

pre-existing structure, does not need to have a WCF on such structure. Except in context of 6409 Eligible Facilities requests



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- Reasonable
- No more burdensome than those applied to other types of infrastructure deployments
- Objective
- Published in Advance



VS



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Highway Structure 665 # 586



"materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment."
- California Payphone (1997 - FCC Case)



Surveillance # Jh j x d w r u

- Section 253 does not create a proprietary exception
- Localities are fulfilling a regulatory function when managing the ROW – not proprietary.

"We confirm that our interpretations today extend to state and local governments' terms for access to public ROW that they own or control, including areas on, below, or above public roadways, highways, streets, sidewalks, or similar property, as well as their terms for use of or attachment to government-owned property within such ROW, such as new, existing and replacement light poles, traffic lights, utility poles, and similar property suitable for hosting Small Wireless Facilities."

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 dssol #wrB#

Any approval that a local jurisdiction or siting authority must issue under applicable law prior to deployment of facility.

OMW 33

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- 60 Days to review an application to collocate on an existing structure
- 90 Days to review an application to locate on a new structure

OMW 34

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- 1) Courts defer to City Council
- 2) Stewards of the right-of-way

LAND USE AND PERMITTING

- 1) Federal shot clocks
 - A. Eligible Facilities Requests – Deemed Approved
 - B. Small Wireless Facilities – Personnel Reasonable
- 2) Permit for Right-of-Way use is not a “Land Use Action”
Ch. 36.70C RCW (GMA)
- 3) Reserve for tough situations
 - A. Undergrounded Areas
 - B. New Poles
 - C. Design District?

OMW

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A City May Not:

- 1. Effectively exclude a Wireless Communications provider from the City;**
- 2. Materially inhibit (delay permits or charge excessive fees)**
- 3. Dictate or limit the technological choices of a provider;**
- 4. Regulate Radio Frequency Emissions; and/or**
- 5. Discriminate Between Service Providers. (level playing field)**

OMW

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- 1. Address aesthetic issues**
- 2. Regulate new poles in the right-of-way within time frames**

OMW

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PSE (utility poles) and City (light standards) control design by pole attachment agreements.

State and National Electrical Codes also dictate placement of small cell facilities

OMW

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- 9th Circuit consolidates cases filed in multiple Courts of Appeal
- AWC files Amicus Brief in support of Petitioner Cities

OMW 39

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KEY POINTS

- Cities are the stewards of the public rights-of-way
- John Adams: We are a government of laws, not men.

OMW 40

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FCC Order is:

- **Arbitrary and capricious under the federal APA**
- Because it fails to consider cities' obligation to exercise their powers under state and federal la

PRA	ADA	GM
SEPA		OPMA

OMW 41

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“We firmly believe that local governments are best placed to balance use of public rights-of-way. The FCC Order is not only a shift from local government’s traditional role as steward but a bold transfer of public property for the benefit of one set of business interests.”

OMW 42

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**Violates Tenth Amendment
By
commandeering local government
to enforce a federal program**

- Making city officials take the heat to enforce a federal program in which they have no voice is a violation of the separation of powers doctrine.

OMW 43

43

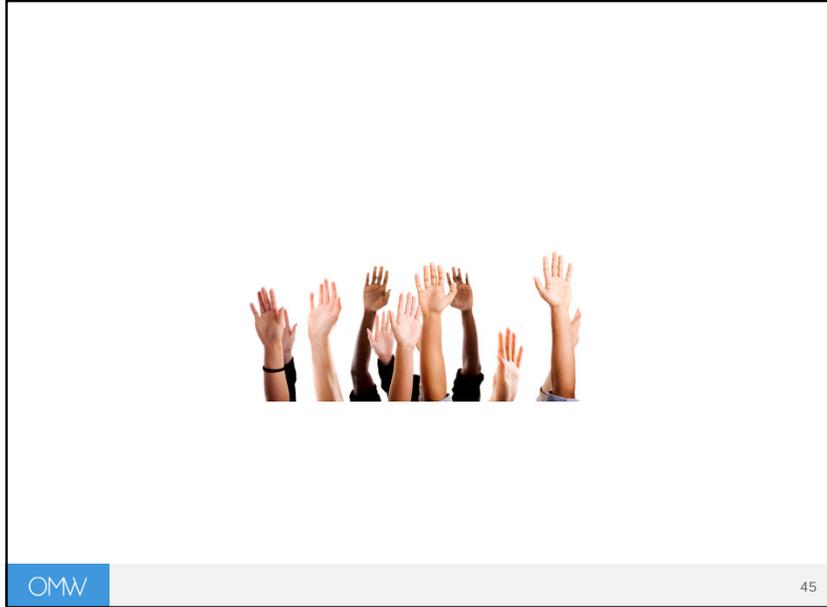
Contact Us

Ogden Murphy Wallace: (206) 447-7000

Elana Zana – ezana@omwlaw.com
W. Scott Snyder – ssnyder@omwlaw.com

OMW

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Council Report



Chris Ross
Sammamish City Council

Habitat for Humanity Home Dedication Ceremony (6/22/19)

Nine hard working families were given the keys to their new homes. It was gratifying to see the sincere excitement and appreciation of these wonderful families joining our community. Each family contributed hundreds of hours of sweat equity and have a financial stake in home ownership. There was over 15,000 volunteer hours contributing to the “Sammamish Cottages Community”. Central landscaping in the community included large planter boxes. Mayor Malchow and Councilmember Stuart represented the city well with their dedication speeches.



AWC Annual Conference 2019 (6/25/19 – 6/28/2018)

From AWC Website:

This year’s Annual Conference theme is “Building Community,” a concept that communicates the importance of emphasizing our collective strengths and focusing on our similarities as a critical part of good governance.

Washington’s city leaders have a tough job. They have been entrusted to represent a diverse group of residents—individuals with a wide range of beliefs and backgrounds. In a time of increasing polarization when common ground is harder to find, elected and appointed officials and city staff are uniquely positioned. As the government closest to the people, they have the best chance to build community, foster unity, and create opportunity in the cities they serve.

AWC President Don Britain's (Mayor of Kennewick) welcome message to the AWC Annual Conference:

Our state is made up of 281 diverse cities and towns. They are small and large, urban and rural, each with a distinct social, political, and economic make up. Like pieces of a jigsaw puzzle, they are all different and yet fit together perfectly.

The success of our state depends on the success of each of those cities and towns, a fact which highlights the importance of local leadership. City leaders do what is best for their cities and towns, making decisions that do not always align with their personal ideology but that do align with the majority they represent and benefit the greater community they serve.

Council Report



Chris Ross
Sammamish City Council

That’s why the theme of this year’s conference—Building Community—is pertinent to city leaders across Washington. In cities and towns large and small, success as a community leader is never merely an individual effort. It calls for collaboration and working together for positive results.

We are facing some big challenges ahead, and none of us can handle them alone. Let’s get everyone to the table, roll up our sleeves, and partner together to build strong cities and a great state.



Large City Advisory Committee

Representative Jake Fey (D-Tacoma) who is co-chair of the Joint Transportation Committee provided some updates to the legislative accomplishments. This 31 member committee (17 Democrats, 14 Republicans) has both policy and budget responsibility. He discussed the investment towards highway

Council Report



Chris Ross
Sammamish City Council

18 including the Snoqualmie tribe contributing \$1 million because they have lost members on that stretch. Progress has been made towards WA DOT Transit Oriented Development Kingsgate 405 Sound Transit P&R. There was bipartisan support for green multimodal methods. 167 tolling construction funding passed to keep the project rolling. Other matters included funding of a hybrid electric ferry and increasing HOV penalties. The major issue that did not get completed was the funding for culverts throughout the state. It was also noted that the state struggles in funding preservation projects versus new projects. In addition, Rep Fey shared that electric vehicle owners took a more direct hit with fees collected at registration.

Peter King, AWC CEO discussed the AWC strategic plan. He outlined six powerful goals including Lead, Promote, Educate, Empower, Engage, and deliver. The three year strategic plan including these six goals can be found at <https://wacities.org/docs/default-source/awc/strategicplan.pdf?sfvrsn=6>.

Representative Timm Ormsby (D-Spokane) spoke about legislative leadership. He talked a little about cities impacted by the Streamlined Sales Tax (SST). For example, Kent reported a reduction of about \$14 million in revenue. Spokane has become a HUB for human services so many needy are being bussed in to draw from these offerings. Rep Ormsby talked a lot about criminal justice and his philosophy that treatment (mental, drug, and alcohol) pays bigger dividends than incarceration. He coined the phrase "you can pay me now or pay me later." He also described human service experts riding along with officers to help address the crisis situation immediately. Rep Ormsby said that although we had an unanticipated \$4.2 billion growth in revenue for the period between 3/18 thru 1/2019, it was to the dollar soaked up by the K-12 McCleary requirements. In addition, the school employees benefit rose to 10 figures. As a result, Rep Ormsby said he has no apologies for the many tax increases.

How GIS can benefit your community:

Grant Herbert and Ruth McColly from FLO Analytics talked about Geographic Information System (GIS) solutions for communities. GIS is a system that captures, stores, manipulates, analyzes, manages, and presents all types of geographical data. There are several layers to GIS maps that may include residents, streets, parcels, elevation, land use, and storm water facilities as examples. The value of GIS is that it captures institutional knowledge, provides better record keeping, enhances communication, and reduces cost due to more efficient and informed decision making. Data collection and accuracy varies based on the source. For example, data may be collected from existing paper records (accuracy may be unknown) or in the field using a Trimble unit that is very accurate. Sammamish has started a 6 year journey that likely will require an additional in house resource to maintain and update records. FLO Analytics has been assisting in shaping a better plan for our city.

Council Report



Chris Ross
Sammamish City Council

Top 10 practices of elected officials

Here are the top 10 practices of effective elected officials shared from an elected officials perspective:

1. Self-Care (healthy lifestyle)
2. Pitchforks and Torches: tough decisions
3. Pick up the phone (empathize)
4. Be beyond reproach
5. Don't be a K.I.A. (Know it All)
6. Respect
7. Stay in your lane (legislate vs. execute)
8. Be a good winner and loser
9. Counting to 4 (persuasion)
10. Know the rules of the road

Leading from any seat: Stories from the cockpit – Lessons from the grit project (Keynote)

Shannon Huffman Polson became the first women to fly the Apache attack helicopter in the U.S. Army. She told stories from her experiences in the army as an aspiring pilot. The grace when she took rejection and faced obstacles while continuing to define who she wanted to be was inspirational. She emphasized that nothing is handed to you, you take control and own your narrative or story. A leader is not what position you have but rather when you decide to make a difference. Shannon said find your core purpose and never take your eye off it, put it in the cross hairs. She cautioned that communication without knowing the message will be received is a call in the blind. Shannon shared a message from a respected leader that the only good use of a promotion is the increased responsibility to take care of your people. If you take care of them, they will take care of the mission. Shannon Huffman Polson is truly an American hero and it was a privilege to listen to her story.

How to grow responsibly while addressing community concerns

The mayors from Shoreline, Issaquah, and Ellensburg shared stories about their communities regarding growth. None of these stories were low in controversy.

In shoreline, sound transit identified two stops on the Shoreline route. These were not zoned mixed use so additional amenities such as shops couldn't be added. Sound transit later said they were going to amend this plan on the basis that it wasn't practical because the stops were surrounded by mostly SFR. The plan was restored after the mayor indicated that he planned to rezone around those proposed stops.

In Issaquah, the city wanted to redevelop central Issaquah to add 4,000 – 8,000 housing units. Redevelopment is much messier than starting with a greenfield. The city applied long term visioning to

Council Report



Chris Ross
Sammamish City Council

create a true Transit Oriented Development. They applied and were granted to have central Issaquah designated as a Regional Growth Center. Designation as a Regional Growth Center signifies that the local jurisdiction is going to put in the infrastructure and land use policies necessary for growth. This effort was in hopes of attracting a conveniently located light rail stop.

Kittitas county purchased the Shady Acres park in as part of long-term plans to expand the Kittitas Valley Event Center. This would displace many low-income residents. The mayor of Ellensburg suggested a public outreach to address the housing situation. The mayor shared that the usual eight residents show up for these sessions. In this case, they actively reached out and invited a more diverse collection of stakeholders for comment to address the issue. The city updated the comprehensive plan to encourage affordability and diversity of housing and received a voter approved revenue stream to fund housing and related services.

City budget processes and best practices

This was a very high-level session with detailed learning planned for an August AWC training session. The budget must be adopted by legislative body (in our case City Council) before the municipality can spend money. An appropriation is a legal authorization granted by council to make expenditures. In Washington, we follow the Budgeting, Accounting, and Reporting System (BARS) with authority granted by RCW 43.09.200. 85% of cities including Sammamish use the cash basis of BARS. It is also known as OCBOA (Other Comprehensive Basis of Accounting). Generally Accepted Accounting Principles (GAAP) is typically used in the private sector that includes standard guidelines and double entry whereas Cash Basis is non-conforming but as authorized by RCW 43.09.200 must adhere to government accounting principles and is a single-entry system.

The presenters also described the 3 fund types: General Governmental (includes general, special, revenue, debt service, capital projects, and permanent funds), Proprietary (includes costs accumulated by other funds; they pay for the operational costs of serving other fund), and Fiduciary (includes investment trust, pension trust, private-purpose trust, and agency funds). The fiduciary categories aren't always included in the budget. However, it is important to keep track of them. For example, a city was given cash from a citizen for the sole purpose of funding a statue. The city only knew about the funds in trust when the citizen asked much later when they are going to place a statue.

AWC Business Meeting

The focus of the business meeting was the election of officers and directors for the board of directors. Ed Stern (Councilmember, Poulsbo) and Soo Ing-Moody (Mayor, Twisp) were elected President and Vice-President respectively. Our district 7 newly elected board member is Wendy Weiker (Councilmember, Mercer Island). She succeeds the Mayor of Shoreline Will Hall who did not seek re-election.



City Managers Report

Date: July 2, 2019
To: Mayor Malchow and City Councilors
From: Rick Rudometkin - City Manager
Re: City Manager's Report

1. We are still looking at streamlining procedures for Council packet materials, release dates and long-term calendar. Details to follow.
2. Attended the AWC Conference. It was very informative and worth the effort. There were many good break-out sessions and speakers. The Councilors that went have a very good synopsis on their respective reports.

Last printed 6/28/19

AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
July 2019				
Tues 7/9	7/3	6:30 pm	Joint Study Session w/Water Districts	Presentation: King County Solid Waste Comprehensive Plan (45 min) Discussion: Zackuse Creek Basin Plan
Tues 7/16	7/10	6:30 pm	Regular Meeting	Lobbyist Update/2020 Legislative Priorities Discussion: 2020-2025 Transportation Improvement Plan and funding options <u>Consent:</u> Contract: Small Stormwater Projects Construction – TBD Contract: Fleet Maintenance/Auto Doctor City of Issaquah Interagency Agreement – Laughing Jacobs Basin Plan Resolution: King County Solid Waste Comprehensive Plan Resolution: Final Plat Approval/Cedar Hill Subdivision Authorization: Bid Award Beaton Hill Park Demolition/TBD Authorization: Big Rock Park, Site B Restroom Building Purchase Contract: Beaver Lake Shop Roof Repair/
Aug 2019				
NO MEETINGS				
	To Be Scheduled		To Be Scheduled	
	<ul style="list-style-type: none"> Growth Centers Internet Usage & Social Media Policies Parks Surveillance Camera Policy Resolution: Zackuse Creek Basin Plan 		<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 	
	Parked Items			
	<ul style="list-style-type: none"> Inner City Bus Service Good Samaritan Law Plastic Bags 			