City Council, Special Joint Meeting

AGENDA

5:00 pm – 10:00 pm

December 13, 2016

Call to Order

Open Joint Meeting with Planning Commission

- **Discussion:** Sign Code Amendments
- **Discussion:** Neighborhood Character

Open Special Meeting

Roll Call

Pledge of Allegiance

Approval of Agenda

Presentations/Proclamations

- **Proclamation:** Reaffirming Principles and Values
- **Presentation:** YMCA Property

Student Liaison Reports

Public Comment

Note: *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.*

Consent Calendar

1. **Appointment/Contract:** Hearing Examiner Services/Galt
2. **Contract:** Prosecution Services/Moberly
3. **Amendment:** Contested Case Services/Moberly
4. **Contract:** Public Defense Services/Stein, Lotzkar & Starr

5. **Contract:** Legal Services/Kenyon Disend
6. **Contract:** Recycling Events/Olympic Environmental
7. **Grant:** 2017/2018 Human Services Grant/YMCA Camp Terry
8. **Contract:** Land Use Bill Board Installation/Morup Signs, Inc.
9. **Contract:** Electrical Inspection Services/West Coast Code Consultants
10. **Contract:** Electrical Inspection Services/BHC Consultants
11. **Contract:** Arboricultural Services/American Forest Management
12. **Contract:** Arboricultural Services/Herrera Environmental Consultants
13. **Contract:** Building Inspection Services/BHC Consultants
14. **Contract:** Building Plan Review Services/Clarity Consultants
15. **Contract:** Environmental Services/The Watershed Company
16. **Contract:** Environmental Services/ESA
17. **Contract:** Development Review Services/Otak
18. **Contract:** Town Center Design & Engineering Support/KPG
19. **Contract:** Custodial Services/Top to Bottom Janitorial
20. **Contract:** Electrical Maintenance/Sequoyah
21. **Contract:** Pressure Washing/Mr. PressureWash
22. **Contract:** Building Commissioning/Ecotone
23. **Contract:** HVAC Repair & Maintenance/Pacific Air Control
24. **Contract:** Keycard Access Maintenance/Western Hardware
25. **Contract:** Plumbing Repair & Maintenance/Hermanson
26. **Contract:** Parks Landscaping/Badgley's
27. **Contract:** Sports Turf Maintenance/Rich Landscaping, Inc.
28. **Contract:** Residential Pond Mowing/AtWork!
29. **Contract:** ROW Slope Mowing/Plantscapes
30. **Contract:** ROW Landscaping/Badgley's
31. **Contract:** Street & Parks Sweeping/Best Parking Lot
32. **Contract:** Vactoring Services/Everson's Econo Vac
33. **Contract:** Fence Repair/Industrial Solutions NW
34. **Contract:** Tree Services/Swift Tree Care, Inc.
35. **Contract:** 2017 Ebright Creek Water Quality/48 North
36. **Agreement:** SE 4th Street Utility Undergrounding/PSE
37. **Amendment:** SE 4th Street Design/Perteet
38. **Contract:** Economic Development/CIA
39. **Contract:** Social Media/Kimsey
40. **Contract:** Animal Care and Control Service/Regional Animal Services of King County
41. **Resolution:** Final Acceptance Eastlake High School Turf Replacement Project
42. **Ordinance:** Authorizing The City Manager To Accept Certain Routine Real Property Conveyances On Behalf Of The City; Providing For Severability; And Establishing An Effective Date
43. **Approval:** Minutes for the November 15, 2016 Regular Meeting

Public Hearings

44. **Ordinance:** Second Reading, Related To Surface Water Management; Amending Title 13 Of The Sammamish Municipal Code; Adopting The 2016 King County Surface Water Design Manual And Sammamish Addendum Thereto; Providing

For Severability; And Establishing An Effective Date

45. **Ordinance:** Second Reading, Relating To Low Impact Development In The City; Amending Chapter 21a.85 And Sections 16.15.020, 21a.15.112, 21a.15.625, 21a.15.731, 21a.25.030, 21a.15.190, 21a.30.030 21a.30.140; 21a.35.055, 21a.35.060, 21a.35.070; 21a.40.120, 21b.15.080, 21b.15.230, 21b.15.310, 21b.25.040; 21b.30.040, 21b.30.050, 21b.30.070, 21b.30.160, 21b.30.170, 21b.35.220, 21b.85.030 And 21b.85.040 Of The Sammamish Municipal Code; Providing For Severability; And Establishing An Effective Date

46. **Ordinance:** O2016-417 Of The City Of Sammamish, Washington, Amending The Surface Water Design Manual And Section 13.20.020 Of The Sammamish Municipal Code Relating To Surface Water Management; Providing For Severability; And Declaring An Emergency

Unfinished Business

New Business

Council Reports/ Council Committee Reports

City Manager Report

Executive Session – If necessary

Adjournment

AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
Dec 2016				
Tues 12/20	12/14	6:30 pm	Regular Meeting	**CANCELLED**
Jan 2017				
Tues 1/3	12/28	6:30 pm	Regular Meeting	Flag Ceremony Den 7 Troop 682 Ordinance: Second Reading SE 4th Street Condemnation Resolution: 2017 Legislative Priorities
Tues 1/10		6:30 pm	Study Session	Commission Interviews Discussion: Introduction to Regional Stormwater
Tues 1/17		6:30 pm	Regular Meeting	**CANCELLED**
Jan 19-21			Retreat	Hotel Murano, Tacoma
Feb 2017				
Tues 2/7		6:30 pm	Regular Meeting	Ordinance: First Reading Emergency Management Resolution: Adopting Regional Coordination Framework (Emergency Management) <u>Consent Agenda</u> Contract: Parks, Recreation and Open Space Plan Update Contract/TBA
Tues 2/14		6:30 pm	Study Session	
Tues 2/21		6:30 pm	Regular Meeting	Ordinance: Second Reading Emergency Management

	To Be Scheduled	Parked Items	Parked Items
	• Economic Development Plan • Traffic Impact Fee Update • Department Reports • Discussion: Concurrency Ordinance • Comprehensive Plan Transportation Element (2017) • Contract: SE 24th St Sidewalk Design/TBD • Lake Sammamish Water Level • Affordable Housing Week (schedule for first meeting in May)	• Connectivity Model Process • Bid Award: 212th Way Repair (Snake Hill)/TBD • Contract: 212th Way Repair Construction Support/TBD • Final Acceptance: Inglewood Trunkline Porject • Bid Award: Beaver Lake Drive NTMP Project/TBD • Resolution: Private Property Surface Water Management Policy Resolution: Accepting the EHS Turf Replacement Project as Complete/Coast to Coast • Resolution: Final Acceptance Intelligent Transportation System Phase 1 Project	• Mountains to Sound Greenway • Sustainability/Climate Change • Review of regulations regarding the overlay areas, low impact development and special protection areas for lakes • Discussion: Inner City Bus Service • Good Samaritan Law

December 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28 **6:30 pm** Arts Commission Meeting	29	30	1 **9:00 am** Finance Committee Meeting - Canceled **6:30 pm** Planning Commission Meeting - Canceled	2 **9:30 am** Transportation Committee Meeting - Canceled **5:00 pm** Very Merry Sammamish	3
4	5 **6:00 pm** Volunteer Recognition Banquet 12-05-2016	6 **5:00 pm** City Council Office Hour **6:30 pm** City Council Meeting	7 **10:30 am** Health/Human Services Committee Meeting - Canceled **6:30 pm** Parks and Recreation Commission Meeting - Canceled	8 **7:00 pm** Tagore Commemorative Event	9 **10:00 am** Blood Drive	10
11	12	13 **5:00 pm** City Council/Planning Commission Joint Meeting	14 **9:30 am** Transportation Committee Meeting	15 **6:30 pm** Planning Commission Meeting	16	17
18	19	20 **6:30 pm** City Council Meeting - Canceled	21	22	23	24
25	26 **12:00 am** Christmas Day - City offices closed	27	28	29	30	31

January 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 **5:00 pm** Council Office Hour **6:30 pm** City Council Meeting	4 **6:30 pm** Parks Commission Meeting	5 **9:00 am** Finance Committee **6:30 pm** Planning Commission Meeting	6 **9:30 am** Transportation Committee Meeting	7
8	9	10 **6:30 pm** City Council Study Session	11	12	13 **8:30 am** Art Exhibit	14
15	16	17 **6:30 pm** City Council Meeting **6:30 pm** City Council Regular Meeting - Canceled	18 **9:30 am** Transportation Committee Meeting **6:00 pm** Sammamish Youth Board	19 **6:00 pm** City Council Retreat **6:30 pm** Planning Commission Meeting	20 **9:00 am** City Council Retreat	21 **9:00 am** City Council Retreat
22	23	24	25	26	27	28
29	30	31	1 **6:30 pm** Parks Commission Meeting	2 **6:30 pm** Planning Commission Meeting	3 **9:30 am** Transportation Committee Meeting	4
5	6	7	8	9	10	11

Sammamish, Washington

~ Proclamation ~

In the wake of a contentious and discordant national election, we take this moment to pause and re-affirm our principles and values.

As your City government, our role is to bring people together and not divide them. Our job is to be welcoming of all people and all ideas in recognition that we truly are stronger and smarter together. We need to recognize certain essential principles and conduct our government and hopefully our lives consistent with those principles.

Consequently, as your City Council, we pledge:

To do all we can to foster civil discourse.

To ensure that City services are always provided in a manner that does not discriminate on the basis of race, sex, religion, national origin, disability, sexual orientation or gender identity.

To foster a community that always encourages people to achieve their potential and help others to do similarly.

To protect our air, water and other parts of our natural environment to protect the health and futures of our families and future generations.

To welcome, without reservation, new people from all parts of our world, with an abiding faith in their potential to be part of and strengthen our community.

To never marginalize or demonize any person or group of people.

To respect and listen to people and their ideas.

To understand that we have a responsibility not just to ourselves but to others in our region including many who are not as fortunate.

To do all we can to ensure that our children will inherit a world that includes all of the good that the world our parents brought us into had.

To encourage that our national, state and regional leaders uphold these same values.

We commit to regularly remind ourselves of these principles and to judge ourselves and our City by our adherence to them.

Proclaimed, this 13th day of December, 2016.

Memorandum

DATE: December 12, 2016

TO: City Council

FROM: Angie Feser, Director of Parks and Recreation
Anjali Myer, Parks Project Manager

RE: YMCA Property – Indoor Fieldhouse Discussion

The YMCA property is scheduled for discussion at the December 13, 2016 Special Meeting. At the last discussion with City Council on July 12, 2016, staff were directed to proceed with initial site studies for the property and to have a discussion with Arena Sports, a facility provider of indoor soccer fields in the neighboring cities.

Copies of the study reports were provided for reference to City Council in October. Staff will present the findings of these studies, i.e. the wetland reconnaissance, preliminary geotechnical investigation and the arborist evaluation at the meeting. The presentation will also summarize discussions with Arena Sports and their current lease with the City of Seattle at their Magnuson Park facility. While this was covered at the meeting with City Council in July, there have been additional questions regarding the city's lease agreement with the YMCA. Staff will provide a brief review and be prepared to address any questions at the upcoming meeting.

The 2016 Parks Capital Improvement Plan (Parks CIP) includes funding to prepare a feasibility study for an indoor field house, which would be constructed on the YMCA property. The December meeting is a check-in with City Council regarding potential next steps.

Property Overview:

The Community and Aquatic Center Agreement, signed on April 29, 2013, between the City of Sammamish and the YMCA of Greater Seattle, granted the City a property lease for the YMCA owned property on 228th Ave SE.

The YMCA property is located about 2 miles south of City Hall. The site fronts onto 228th Avenue SE and is adjacent to the Issaquah School District Bus Barn and Pine Lake Middle School. The property is 7.25 acres and was purchased in 2005 by the YMCA of Greater Seattle for $1.35 million. The current assessed value is $1.89 million based on King County property records.

Overview of the Ground Lease Agreement with the YMCA:

The development of this property is a component of the Community & Aquatic Center Agreement with the YMCA, which is further described below. The terms of the lease include:

- The total duration of the lease is 50-years, which is consistent with the operating agreement for the Community Center. The 50-year lease includes a 25-year initial term and an additional 25-year optional term.

- If the Community & Aquatic Center Agreement is terminated for any reason, the YMCA Property Ground Lease will also terminate. The City will have the opportunity at that time, or anytime during the lease period, to purchase the YMCA property at fair market value.

- If the YMCA terminates the lease, the value of the City improvements constructed on the YMCA property shall be amortized on a forty (40) year basis and the City will be compensated for the unamortized share of the improvements.

- As a condition of this lease, the City agreed to complete a development plan for the recreational property by June 30, 2018. A development plan includes a preliminary site study, building concepts, an operations analysis and a construction cost estimate.

- Permitted property improvements include recreational facilities and other potential improvements such as parking, play fields, bleachers, lighting, picnic facilities, playground equipment, street improvements, restrooms, maintenance buildings, utilities etc.

Potential Indoor Field House:

As noted in the 2012 Parks, Recreation & Open Space (PRO) Plan, the demand for athletic fields continues to exceed the supply. An indoor athletic facility or field house was previously discussed as a potential use for this site. Local examples of such facilities include the Starfire Sports Complex in Tukwila and Arena Sports in Issaquah, Redmond and Seattle.

The typical dimensions of an indoor field are 80’ X 180’, compared to a full-size outdoor field, which is approximately 165’ x 300’. (There is some variability in the size of outdoor fields.) Indoor fields are useful for practice and indoor sports leagues, but they will not substitute for full-sized fields needed for outdoor game play.

At the study session in July, staff presented Council with an option of a 40,000 square feet facility, with two indoor fields. Without a market analysis, it is our understanding from recent conversations with local providers that one field may be adequate for Sammamish, but that other indoor facility amenities are necessary to make it a viable option. The combination of one field with supporting amenities like concessions, lobby space, inflatable playgrounds for parties, restrooms and storage space could potentially result in a facility smaller than 40,000 square feet and proportionately less parking.

Budget Costs and Timeline:

$100,000 is allocated in the 2015-16 Parks CIP and will be rolled forward to the 2017-18 Parks CIP to prepare the development plan. As a condition of this lease, the City agreed to complete a development plan for the recreational property by June 30, 2018.

Next Steps:

City council may wish to consider the following options:

1.A Complete a feasibility study for an Indoor Field House on the YMCA Property. If City Council chooses to proceed in the direction of studying an indoor field house, staff will select a consultant to conduct a feasibility study, similar to the process used for the Community Center. This will take 9 to 12 months to complete.

OR

1B. Complete a feasibility study for an Indoor Field House that is not site-specific. This process will also take 9 to 12 months to complete.

2. Pursue passive recreational use for the property: If City Council desires to pursue passive use of the property (such as trails), staff will need to engage the YMCA in a discussion to re-negotiate the terms of the Ground Lease.

3. Defer decisions on the property and/or until the PRO Plan Update and the Land Acquisition Strategy is complete. Defer a decision on the property until the City completes the Land Acquisition Strategy in the summer of 2017 and an update of the Parks, Recreation and Open Space (PRO) Plan in early 2018. This would allow for further study and analysis of athletic field needs in the community. This would also allow for questions to be included regarding the community's desire for an indoor field house in the upcoming statistically valid survey for the PRO Plan Update and Land Acquisition Strategy. Initial survey results will be available in May 2017.

Attachment:

For City Council's reference, attached is a slide with the "what fits" exercise (presented at the meeting in July), showing the updated buffers based on the wetland reconnaissance.

What would fit on this site today? (December 13)
YMCA Property
Stream, tributary of Laughing Jacob's Creek
Wetland
Approximate Wetland Buffer
Recreation Facility
Surface Parking
Relocated Detention Pond
Pine Lake Middle School
Wetland B 75' Buffer
Bus Barn
Parking (50 Cars)
Recreational Facility 40,000 SF
Parking (50 Cars)
Parking (50 Cars)
Detention Pond
Wetland A 100' Buffer
228th Avenue SE

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/29/2016

Originating Department: Admin Services

Clearances:

- ☐ Attorney
- ☑ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: Appointment of Hearing Examiner for the City of Sammamish
Contract: Hearing Examiner Services

Action Required: Appoint John Galt as Hearing Examiner for the City of Sammamish and authorize the City Manager to execute a four-year contract for Hearing Examiner Services

Exhibits: 1. Contract

Budget: $64,500 for 2017 in Line Item 001-015-558-60-41-00

Summary Statement: Sammamish Municipal Code (SMC) 20.10 authorizes the City Council to appoint an independent Hearing Examiner to preside over Land Use and Code Enforcement Hearings and appeals on behalf of the City Council. SMC 20.10.030 specifies that the term shall be for four years. Staff is recommending appointing John Galt to serve as Hearing Examiner for the City for the years 2017 through 2020 and authorizing the City Manager to sign a contract to run concurrently for the four-year period.

Background: The City has used the services of an Independent Hearing Examiner since 1999, shortly after incorporation. The Hearing Examiner serves as a neutral, third party while conducting hearings and appeals related to Land Use and Code Enforcement matters. Although the Hearing Examiner is contracted and paid by the City, the City does not receive preferential treatment from the Hearing Examiner. All communications between the Hearing Examiner and the City is done through the City Clerk's Office. No other City Staff has direct contact with the Examiner.

Mr. Galt has been the sole Hearing Examiner since 2008. He has proven to be a reliable, consciences and detail-oriented Hearing Examiner. He has had very few decisions reversed in the 38 years he has served as an e examiner for Sammamish and other cities and counties in Washington State.

The Hearing Examiner contract is for four years, to run simultaneously with Mr. Galt's appointment as Hearing Examiner. The contract contains a provision for increasing the contract amount over the four-year period, based on the aggregate of the CPI for the previous years of the contract, at the request of the Examiner. Mr. Galt has only increased his hourly rate one time in the last eight years.

Financial Impact: $64,500 has been allocated for 2017 but the Hearing Examiner is paid an hourly rate and the actual impact will be based on the number of land use cases and the complexity of the cases. The funds for the subsequent years will be included in those budgets.

Recommended Motion: A motion appointing John Galt to a four-year term as Hearing Examiner, running from 2017 through 2020 and a motion authorizing the City Manager to execute a contract for Hearing Examiner Services.

Exhibit 1

CITY OF SAMMAMISH

PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and John E. Galt, Hearing Examiner, hereafter referred to as the "Contractor".

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

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions;

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

1. **Scope of Services to be Performed by Contractor**. The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.

2. **Compensation and Method of Payment**. The City shall pay the Contractor for services rendered the sum of $125 per hour. Upon completion of the services, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten days following City Council approval. The City may increase the hourly rate by no more than the aggregate of the CPI rate for the previous years covered by the contract.

   The City shall provide administrative and other support services for the Examiner(s) through the Office of the Hearing Examiner. The Examiner(s) is not authorized to incur administrative or other support service expense without the express prior written approval of the City Clerk.

3. **Duration of Agreement**. This Agreement shall be in full force and effect beginning on January 1, 2017 through December 31, 2020.

4. **Independent Contractor**. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

5. **Indemnification**. The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

6. **Termination**. This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.

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

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

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

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

Exhibit 1

CONTRACTOR

By: _____

DATE: 11/8/2016

Address: 927 Grand Avenue

City: Everett

State: WA Zip 98201

Phone: 425-259-3144

Email: jegalt755@gmail.com

Social Security No. or Tax Identification No. 003-32-6377

CITY OF SAMMAMISH, WASHINGTON

By: _____ DATE: _____

City Manager

Attest/Authenticated:

_____

City Clerk

Approved as to form:

_____

City Attorney

EXHIBIT A

Scope of Services to be Provided by Contractor

The Hearing Examiner shall perform the duties of the Hearing Examiner as set forth in the Sammamish Municipal Code Chapter (SMC) 20.10, as now or hereafter amended, together with such other or further hearing examiner services as may be provided by Sammamish Municipal Code and/or may be assigned from time to time by the City Manager, as set forth below.

Hearing Examiner: The Examiner is hereby appointed for a term of four years, ending **December 31, 2020**. The Examiner is responsible for all aspects of each matter assigned, from the time of assignment through its conclusion, and issues reports thereon in the form of a decision or recommendation to a decision maker, with finding of fact and conclusions supporting the decision/recommendation as provided in the SMC 20.10.

City Attorney: Except as may be prohibited by the Rules of Professional Conduct or the Appearance of Fairness Doctrine, the City Attorney provides legal advice and assistance, as requested by the Hearing Examiner. The City Attorney also advises the City Council and City Manager in regard to decisions/recommendations of the Examiner.

Performance Guidelines: The following are the performance expectations for the Hearing Examiner(s). The performance of the Examiner(s) will be evaluated at least annually in accordance with these guidelines and measures of effectiveness:

1. The logic of findings and conclusions and the reasoning of recommendations and decisions

2. The decorum, demeanor and effectiveness of the Examiner(s) in the management and conduct of the proceedings assigned

3. The efficiency, effectiveness and service demonstrated, including cost effectiveness and responsiveness

4. Preparation of reports, including form, clarity, comprehensibility, timeliness, thoroughness, completeness, grasp of and responsiveness to the issues presented, and familiarity with and application of applicable and relevant criteria, policies, regulations and/or law

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/2/2016

Originating Department: Admin Services

Clearances:

- ☑ Attorney
- ☑ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: 2017-2018 contract with The Law Firm of Lynn Moberly to provide general prosecuting attorney services, as well as prosecution representation at contested hearings, for the City of Sammamish

Action Required: A motion authorizing the City Manager to sign the 2017-2018 contract with The Law Firm of Lynn Moberly

Exhibits: 1. Contract with The Law Firm of Lynn Moberly

Budget: Budget for this contract was approved in the 2017-2018 biennial budget

Summary Statement:

The City of Sammamish has used the services of The Law Firm of Lynn Moberly to carry out its prosecuting attorney responsibilities since 2007. The attached sole-source contract, if approved, would continue this relationship into 2017 and 2018.

Background:

The City of Sammamish is responsible under State law for the costs associated with adjudicating all misdemeanant cases filed in the City of Sammamish. To meet this obligation, Sammamish proposes contracts with a number of external service providers for 2017-2018:

- King County District Court (hears the cases)[1]
- The Law Firm of Lynn Moberly (prosecution)
- Stein, Lotzkar & Starr, P.S., Inc. (indigent public defense) [2]
- Kim Blackburn (indigent public defense screening)[3]

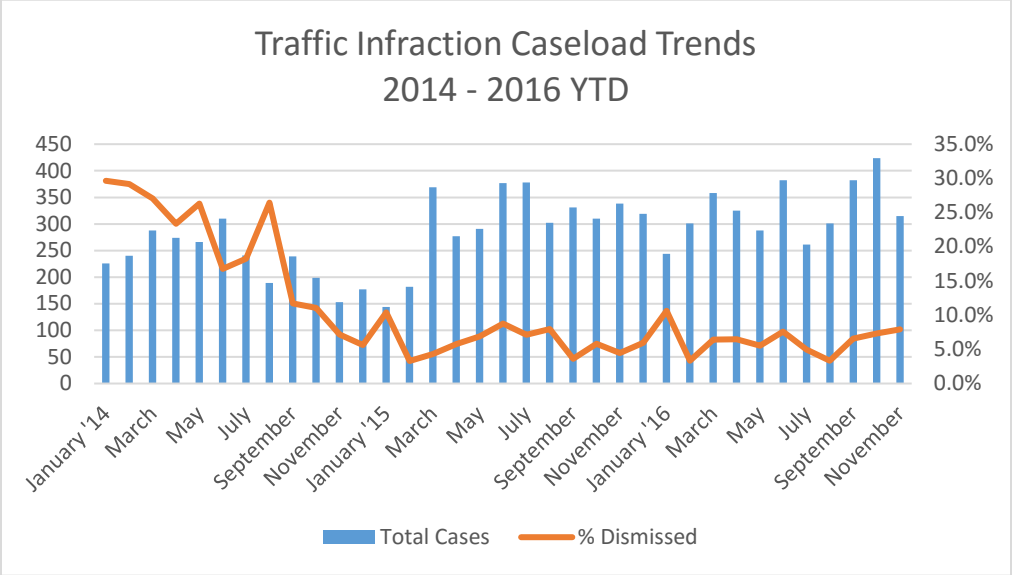
[1] This contract covers the period of 2017 – 2021 and was approved by the Council in June 2016.
[2] 2017-2018 contract for Stein, Lotzkar & Starr is presented for Council consideration under a separate agenda bill.
[3] Contract below the dollar threshold requiring Council approval.

- Kim Leyton (domestic violence victim advocate)[4]

The 2017-2018 sole-source contract with The Law Firm of Lynn Moberly provides a monthly retainer of $9,306.00 per month (or $111,672.00 annually) for general prosecuting attorney work and provides for a rate of $102.00 per hour to continue the contested calendar representation that the City initiated in 2015. The 2017-2018 rates incorporate a Cost Of Living Adjustment (COLA) increase of 1.7%, which matches the COLA increase for City employees. This is the first time in four years that this contract amount has been increased. Also, in recognition of the growing workload associated with the contested calendars, the proposed contract allows for up to eight hours per week for this body of work, up three hours per week relative to the 2015-2016 contract.

Having a prosecuting attorney represent the City of Sammamish at the contested calendars has been instrumental in reducing the number of dismissed traffic tickets, as well as reducing the General Fund subsidy of Sammamish's court costs.

In January and February of 2014, the City was seeing nearly 30% of its traffic infraction cases being dismissed. Having a prosecuting attorney present at the contested calendars has significantly reduced the dismissal rate on traffic infraction cases. Through November, the 2016 dismissal rate on traffic infraction cases is 6.39%.



The reduced dismissal rates have been instrumental in reducing the General Fund subsidy required for our contract with District Court. In 2013 and 2014, the City was subsidizing District Court costs with General Fund dollars to the tune of $90,000 per year. For 2015, the General Fund subsidy of court costs dropped to roughly $14,000 – the lowest subsidy since 2009. The savings in court costs more than offsets the increased costs associated with the contested calendar contract with The Law Firm of Lynn Moberly.

[4] Contract below the dollar threshold requiring Council approval.

	2009	2010	2011	2012	2013	2014	2015	% Change 2015 vs. 2014
Costs	$ 128,810	$ 145,788	$ 170,597	$ 188,002	$ 277,327	$ 276,065	$ 287,495	**4.1%**
Revenues	$ 114,712	$ 113,718	$ 113,057	$ 112,633	$ 187,083	$ 186,964	$ 273,236	**46.1%**
General Fund Subsidy (Cost - Revenue)	**$ 14,099**	**$ 32,070**	**$ 57,540**	**$ 75,369**	**$ 90,245**	**$ 89,081**	**$ 14,259**	**-84.0%**

Because of the success of this program during 2015-2016, staff recommends continuing the practice of having a prosecuting attorney present at contested hearings for 2017-2018.

Financial Impact:

The 2017-2018 biennial budget includes funds for the contract with The Law Firm of Lynn Moberly.

Recommended Motion:

A motion authorizing the City Manager to sign the 2017-2018 contract with The Law Firm of Lynn Moberly.

Exhibit 1

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: The Law Firm of Lynn Moberly

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

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

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

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

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

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

   The City shall pay Consultant:

   [Check applicable method of payment]

   _X_ According to the rates set forth in Exhibit "A"

   ____ A sum not to exceed $

   ___ Other (describe): _____

   _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect January 1, 2017 through December 31, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

Notices to the Consultant shall be sent to the following address:
The Law Firm of Lynn Moberly
Attn: Lynn Moberly
P.O. Box 1307
Issaquah, WA 98027
425-837-3173
lmoberly@isomedia.com

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

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By: _____	By: Lynn Moberly
Print Name: _____	Print Name: Lynn Moberly
Title: City Manager	Title: Attorney
Date: _____	Date: 12/4/16
Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

Exhibit 1

Exhibit A

Scope of Services to be Provided by Consultant

General Prosecuting Attorney Work:

Legal Services: The Consultant shall perform the duties of the office of the City Prosecutor for the City. The Consultant shall take all actions to fulfill the obligations of the City for prosecution as established by state law or City ordinance. All services and duties incidental or necessary thereto shall be conducted and performed diligently, completely, and in accordance with the highest legal and ethical standards.

Compensation: The Consultant shall be compensated for services provided to the City at a monthly rate of $9,306.00, which includes all administrative costs associated with prosecution, including paralegal time, postage, faxes, copies and legal messenger costs. The City will not be billed for any mileage or driving time. Appeals to the Court of Appeals or the Supreme Court will be billed at an hourly rate of $102.00 per hour. Code compliance work will also be billed at the same hourly rate.

The Consultant's services covered by the flat monthly rate described above include: prosecutor presence at pre-trial hearings, motion hearings, bench trials, jury trials, and Sammamish Police Department training as needed, any administrative meetings called by the City or King County District Court related to overall court operations, as well as criminal appeals to the King County Superior Court.

If the Municipal Court judge appoints "conflict" prosecution counsel in accordance with the Washington State Rules of Professional Conduct, the City will be responsible for paying the appointed conflict counsel for such services. The Consultant shall take reasonable steps to avoid conflicts or potential conflicts with representation of the City.

Upon receive of invoice, the Consultant shall be paid the monthly fee of $9,306.00 on or before the 10th of the month for the prior month. Invoices for applicable appeals and code work will be billed within 60 days of work being completed and the City agrees to pay the invoices within 30 days, unless disputed.

Pro Se Contested Calendars:

The Consultant shall also represent the City of Sammamish as prosecutor at all hearings conducted at King County District Court at which pro se litigants or those litigants who do not declare attorney representation contest their traffic infraction cases.

Based on current District Court scheduling, these calendars are scheduled for once a week, lasting up to four hours in length. The Contractor will represent the City at these calendars, and may bill $102.00 for up to five hours of court time, plus up to three hours of preparation time (eight hours total), each week for these calendars.

The Consultant shall bill the City monthly for these costs.

Professional Requirements:

The attorneys assigned to handle City of Sammamish caseload under this contract shall be licensed to practice law in the State of Washington and shall remain in good standing with the Washington State Bar Association throughout the length of this contract.

The Consultant will keep current on all legal issues and legislation relevant to criminal prosecution. The members of the Consultant's Law Firm will attend continuing education courses emphasizing matters relevant to criminal prosecution, specifically including domestic violence and DUI cases.

The costs associated with these professional requirements shall be borne solely by the Consultant.

Exhibit 1

EXHIBIT B

City of Sammamish Washington

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program: _____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Exhibit 1

EXHIBIT C

City of Sammamish Washington

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

____ Corporation	____ Partnership	____ Government Consultant
✓ Individual/Proprietor	____ Other (explain)	

TIN No.: 601892298

Social Security No.: 333-62-0870

Print Name: Lynn Moberly

Title: Attorney

Business Name: Law Office of Lynn Moberly

Business Address: PO BOX 1307, Issaquah, WA 98027

Business Phone: 425-313-5767

12/4/16
Date

Authorized Signature (Required)

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/2/2016

Originating Department: Admin Services

Clearances:

- ☑ Attorney
- ☑ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: Contract amendment to the City's contract with The Law Firm of Lynn Moberly for contested calendar services, increasing the "not to exceed" limit from $30,000 to $38,000.

Action Required: A motion authorizing the City Manager to sign the contract amendment with The Law Firm of Lynn Moberly for contested calendar services.

Exhibits:

1. Contract amendment

Budget: Budget contingencies are sufficient to cover the $8,000 increase.

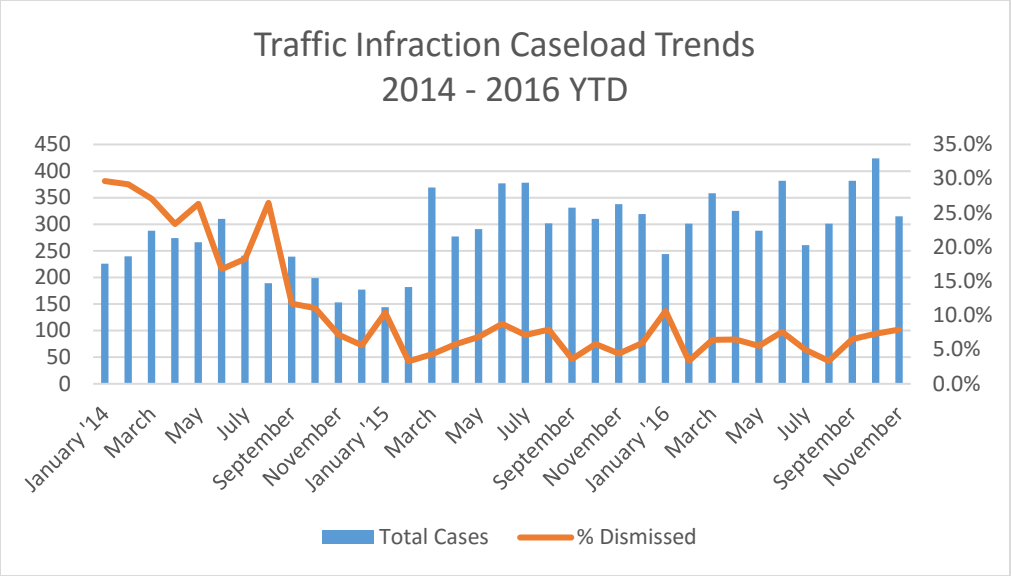
Summary Statement:

This contract amendment would increase the "not to exceed" limit from $30,000 to $38,000 on the contract with The Law Firm of Lynn Moberly to provide prosecution services at all hearings conducted at King County District Court at which pro se litigants or those litigants who do not declare attorney representation contest their traffic infraction cases.

Background:

The City of Sammamish entered into a contract with The Law Firm of Lynn Moberly for 2015 to have prosecuting attorney representation at all hearings conducted at King County District Court at which pro se litigants or those litigants who do not declare attorney representation contest their traffic infraction cases. The City initiated this contract because it was seeing a large number of traffic infraction cases dismissed by District Court, largely due to the fact that the City did not have someone representing the City's interests at these particular hearings. In fact, in January and February of 2014, the City was seeing nearly 30% of its traffic infraction cases being dismissed.

Having a prosecuting attorney present at these contested calendars has significantly reduced the dismissal rate on traffic infraction cases. Through November, the 2016 dismissal rate on traffic infraction cases is 6.39%%.



The downward trend in the dismissal rates have been instrumental in reducing the General Fund subsidy required for our contract with District Court. In 2013 and 2014, the City was subsidizing District Court costs with General Fund dollars to the amount of $90,000 per year. For 2015, the General Fund subsidy of court costs dropped to roughly $14,000 – the lowest subsidy since 2009. The savings in court costs more than offsets the increased costs associated with the contested calendar contract with The Law Firm of Lynn Moberly.

	2009	2010	2011	2012	2013	2014	2015	% Change 2015 vs. 2014
Costs	$ 128,810	$ 145,788	$ 170,597	$ 188,002	$ 277,327	$ 276,065	$ 287,495	**4.1%**
Revenues	$ 114,712	$ 113,718	$ 113,057	$ 112,633	$ 187,083	$ 186,964	$ 273,236	**46.1%**
General Fund Subsidy (Cost - Revenue)	**$ 14,099**	**$ 32,070**	**$ 57,540**	**$ 75,369**	**$ 90,245**	**$ 89,081**	**$ 14,259**	**-84.0%**

Because this program was launched in 2015 as a pilot project and because of the anticipated variability in the workload, the contract with The Law Firm of Lynn Moberly for the contested calendar work is paid on an hourly basis,[1] assuming approximately 5 hours of work per week (four hours of court time and 1 hour of preparation time). At approximately 4.4 hours per week in 2015, actual activity was very much in line with the original contract estimates. However, the workload has increased substantially in 2016, requiring an average of 7 hours of work per week through the end of October. Based on these trends, it is probable that amount required to pay The Law Firm of Lynn Moberly for the remaining two months of 2016 will result in the City surpassing the "not to exceed" limit on the contract. As such, staff recommends a contract amendment that would increase the "not to exceed" limit from $30,000 to $38,000. Staff anticipates this being more than enough to cover the remaining invoices for 2016.

[1] This is in contrast with the general prosecuting attorney contract with The Law Firm of Lynn Moberly, which is based on a monthly retainer.

Prosecuting Attorney Coverage at Contested Calendars

	Cost Per Month		Hours Per Month	
	2016	**2015**	**2016**	**2015**
January	$ 1,850	$ 1,600	18.5	16
February	$ 3,650	$ 1,450	36.5	14.5
March	$ 3,150	$ 2,100	31.5	21
April	$ 1,800	$ 1,850	18	18.5
May	$ 3,350	$ 1,300	33.5	13
June	$ 2,950	$ 2,100	29.5	21
July	$ 2,500	$ 2,300	25	23
August	$ 3,275	$ 1,750	32.75	17.5
September	$ 2,975	$ 1,750	29.75	17.5
October	$ 3,650	$ 2,050	36.5	20.5
November		$ 2,300		23
December		$ 2,350		23.5
TOTAL	**$ 29,150**	**$ 22,900**	**291.5**	**229**
Average Per Month	**$ 2,915**	**$ 1,908.33**	**29.15**	**19.08333**

Financial Impact:

The contract amendment would increase the amount allocated for this body of work from $30,000 to $38,000. There are sufficient funds in budget contingencies to cover this $8,000 increase.

Recommended Motion:

A motion authorizing the City Manager to sign the contract amendment with The Law Firm of Lynn Moberly, increasing the “not to exceed” limit from $30,000 to $38,000.

Exhibit 1

SUPPLEMENTAL AGREEMENT

Amendment Number: 2	Date: November 22, 2016
Project: Prosecuting Attorney Representation at Contested Traffic Infraction Court Calendars	City Project number: N/A
Consultant: The Law Firm of Lynn Moberly	Contract Number: 2015-113

The City of Sammamish desires to amend the agreement with The Law Firm of Lynn Moberly for prosecuting attorney representation at all hearings conducted at King County District Court at which pro se litigants or those litigants who do not declare attorney representation contest their traffic infraction cases. All provisions in the basic agreement remain in effect except as modified by this agreement.

This contract amendment increased the "not to exceed" limit from $30,000 to $38,000 in recognition of the increased caseload seen in 2016.

Original Contract Amount: **$30,000**	**Current Contract Amount** **$30,000**	**Net Change This Amendment** **$8,000**	**Estimated Contract Total After Change** **$38,000**
_____ (Consultant) Date _____		Approved: _____ City of Sammamish	_____ Date

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/30/2016

Originating Department: Admin Services

Clearances:

- ☑ Attorney
- ☑ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: 2017-2018 contract with Stein, Lotzkar & Starr, P.S., Inc., for indigent public defense services for the City of Sammamish

Action Required: A motion authorizing the City Manager to sign the 2017-2018 contract with Stein, Lotzkar & Starr, P.S., Inc.

Exhibits:

1. Contract with Stein, Lotzkar & Starr, P.S., Inc.

Budget: Contract terms are $4,200.00 per month. If the caseload exceeds 60 cases over a six-month period (e.g. January through June or July through December), the costs for each additional case is $401.58. The contract costs are within the amount allocated in the adopted 2017-2018 biennial budget.

Summary Statement:

The City has contracted with the same indigent public defense firm – Stewart, MacNichols & Harmell, P.S., Inc. (SMH), since incorporation. For the 2017-2018 contract, the City initiated a Request for Proposals (RFP) process to invite well-qualified indigent public defense firms to submit proposals to provide this service to the City. The City received proposals from four well-regarded indigent public defense firms, including SMH. After thoroughly reviewing each proposal based on the following criteria: cost, responsiveness, and ability to perform the work, the City of Sammamish review team selected Stein, Lotzkar & Starr, P.S., Inc. (SLSPS), as the firm best positioned to serve as Sammamish's public defender beginning in 2017. While SLSPS is new to the City of Sammamish, it is a firm with a long history of providing high-quality service to cities in King County, including the cities of Bellevue and Redmond.

Background:

The City of Sammamish is responsible under State law for the costs associated with adjudicating all misdemeanant cases filed in the City of Sammamish. To meet this obligation, Sammamish proposes contracts with a number of external service providers for 2017-2018:

- King County District Court (hears the cases)[1]
- The Law Firm of Lynn Moberly (prosecution)[2]
- Stein, Lotzkar & Starr, P.S., Inc. (indigent public defense)
- Kim Blackburn (indigent public defense screening)[3]
- Kim Leyton (domestic violence victim advocate)[4]

The proposed contract with Stein, Lotzkar & Starr, P.S., Inc. (SLSPS) is new for 2017-2018 and is a result of a Request for Proposals (RFP) process launched in September 2016. The goal of the RFP was to see if Sammamish could receive more favorable contract terms with a well-qualified indigent public defense firm. The City of Sammamish received proposals from four-well-qualified indigent public defense firms. After reviewing the proposals based on price, responsiveness and ability to perform the work, the City of Sammamish selected SLSPS as the firm to recommend to the City Council.

SLSPS's proposal offers the following features to the City of Sammamish:

- The three principals at SLSPS each have over 20 years of experience in providing criminal defense services[5]
- The firm currently serves as the public defender for the cities of Bellevue and Redmond
- The firm offers a comprehensive array of services and has a social worker on staff to help address underlying social or mental health issues that may contribute to the defendant's criminal behavior
- Reference checks done on the principals and the firm indicated that SLSPS's work is well regarded.
- The monthly rate of $4,200.00 is $300.00 less per month than our current contracted rate, for an annual savings of $3,600.00.
- Like our current contract, the SLSPS proposal covers a flat rate of 10 cases per month. However, unlike our current contract, the SLSPS proposal offers some accommodations for fluctuations in our monthly caseload, by only charging us an extra fee per case when the caseload exceeds 60 cases over a sixth month period (as measured for January – June and July – December). The advantage of this approach is that Sammamish would receive a "credit" if caseload falls below 10 in one month that can be used to offset a month where we might have more than 10 cases. Our current contract offers no such provisions – when the monthly caseload falls below 10, we play a flat rate of $4,500.00. If caseload is above 10 in the following month, we play the $4,500.00 fee plus an extra per case fee for the additional cases. It is also important to note that as Sammamish's caseload increases, a monthly caseload of less than 10 cases is less likely to occur. For 2014, Sammamish had an average of 7.25 public defense appointments per month. This increased to an average of 7.33 appointments per month in 2015. For the first nine months of 2016, there have been an average of 9 appointments per month, with a low of 5 cases in one month and a high of 21 cases in another month. Under the existing contract, Sammamish received allowances on the rate for the month we had only 5 cases.

[1] This contract covers the period of 2017 – 2021 and was approved by the Council in June 2016.
[2] 2017-2018 contract with Lynn Moberly is presented for Council consideration under a separate agenda bill.
[3] Contract below the dollar threshold requiring Council approval.
[4] Contract below the dollar threshold requiring Council approval.
[5] One of the principals, Stephen Lotzkar, is a Sammamish resident.

Financial Impact:

The contract terms are $4,200.00 per month. If the caseload exceeds 60 cases over a six-month period (e.g. January through June or July through December), the cost for each additional case is $401.58. Assuming ten cases per month, the monthly cost is $300.00 less per month than the current contract rate. The contract costs are within the amount allocated in the adopted 2017-2018 biennial budget.

Recommended Motion:

A motion authorizing the City Manager to sign the contract with Stein, Lotzkar & Starr, P.S., Inc., to provide indigent public defense services for the City of Sammamish in 2017 and 2018.

Exhibit 1

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Stein, Lotzkar and Starr, P.S., Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Stein, Lotzkar and Starr, P.S., Inc., hereinafter referred to as the "Consultant."

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

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

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

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

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "C".

The City shall pay Consultant:

_X_ According to the rates set forth in Exhibit "A "

___ A sum not to exceed $

___ Other (describe): _____

_____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect from January 1, 2017 – December 31, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. Upon mutual agreement of the City and the Consultant the duration of the agreement may be extended beyond December 31, 2018.

4. **Ownership and Use of Documents.** Except as may be covered by the attorney-client privilege or other legal protections, any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

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

6. **Indemnification.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and

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

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

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

Other Insurance Provisions

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

Professional Liability and Commercial General Liability insurance:

Exhibit 1

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

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

9. Audits and Inspections. Except as may be covered by the attorney-client privilege or other legal protections, the records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

City of Sammamish
Attn: Director of Administrative Services
801 228th Avenue SE
Sammamish, WA 98075
(425) 295-0500

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

Stein, Lotzkar, and Starr, P.S., Inc.
Attn: Pari Peters, Howard S. Stein and/or Stephen A. Lotzkar
2840 Northup Way, Suite 140
Bellevue, WA 98004
(425) 576-0026
officemanager@slsps.com, hstein@slsps.com, slotzkar@sisps.com

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

The 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."

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

CITY OF SAMMAMISH, WASHINGTON	STEIN, LOTZKAR AND STARR, P.S., INC.
By:_____	By:_____
Print Name: Lyman Howard	Print Name: Howard S. Stein
Title: City Manager	Title: President/Shareholder
Date:_____	Date: November 16, 2016
Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

Revised 6/2016

Exhibit 1

EXHIBIT A

Scope of Services

A. General Description. Pursuant to Chapter 10.101 of the RCW, all indigent criminal defendants determined to be eligible under Section F below and charged under ordinances of the City who qualify for appointed counsel will be referred to the Public Defender. The Public Defender will provide legal representation for each of these defendants from the time of screening for eligibility through trial, sentencing and all appeals. The Public Defender will also represent in-custody defendants held in jail facilities during scheduled or unscheduled in-custody calendars. The Public Defender shall provide such representation in accordance with caseload standards and other provisions of the Standards for Indigent Defense adopted by Supreme Court Order No. 25700-A-1004, and other applicable rules of the Supreme Court of the State of Washington. The City currently has its misdemeanant matters processed at the Issaquah courthouse of the King County District Court, 5415 - 220th Avenue SE, Issaquah, WA 98029. The City of Sammamish does not currently conduct video court proceedings; however, it may explore whether the use of this technology may be beneficial for certain court matters for inmates held at outlying jail facilities. At such time as when the use of video court proceedings is entertained, the City and the Consultant will work together to determine the impact, if any, on the scope of services and the contract terms.

B. 24-Hour Telephone Access. The Public Defender shall provide to the Sammamish Police Department a telephone number or numbers at which any attorney can be reached twenty-four (24) hours each day for critical stage advice to defendants during the course of police investigations and/or arrest for criminal violations of City ordinances.

C. Caseload Limits. The Public Defender shall maintain a caseload such that it can provide each and every defendant with effective assistance of counsel as required by this Agreement and by the Standards for Indigent Defense adopted by Supreme Court Order No. 25700-A-1004, and all other applicable rules of the Supreme Court of the State of Washington. Subject to the remaining subsections of this section, a fulltime equivalent attorney position shall be appointed no more than 400 cases per year.

D. Case Defined. For the purposes of this section, the term "case" shall mean a group of criminal charges related to a single incident filed against a defendant to which the attorney is appointed by the court, but shall not include temporary or provisional appointment at arraignment or in-custody hearings, appointments by a court at a court hearing for that one court hearing only, and shall not include pre-filing representation provided to a suspect who is under investigation for a violation of RCW 46.61.502, 46.61.503, or 46.61.504.

E. Discovery Provided. The City shall provide the Public Defender at no cost one copy of all discoverable material concerning each case assigned. Such materials shall include, where relevant, a copy of the abstract of the defendant's driving record.

F. Applicant Screening. An independent screening process established by the City shall establish indigence for the purposes of eligibility for appointed counsel. After a determination of eligibility has been made, the Public Defense shall advise the City to reconsider such determination in the event that the Public Defender determines prior to the establishment of the attorney/client relationship that a defendant is not eligible for assigned council.

G. Attorney Conflict. In the event that representation of a defendants hereunder raises a conflict of interest such that the Public Defender cannot ethically represent the defendant pursuant to the Rules of Professional Conduct for Washington attorneys, said defendant shall be referred back to the City for assignment without cost to a conflict public defense attorney other than the Public Defender. In addition, the Court has the authority to assign other public defense counsel to an indigent defendant in any such case of conflict of interest.

H. Expert Witness Fees. The City shall reimburse the Public Defender for reasonable expert witness fees if the Court orders an expert witness upon motion of the Public Defender.

I. Code Provided. The City shall provide the Public Defender with a copy of the City of Sammamish's Criminal Code and any amendments thereto adopted during the term of this contract.

J. Assignment or Subcontract. No assignment of transfer of the Contract or of any interest in the Contract shall be made by the Public Defender without the prior written consent of the City.

K. Warranty of Compliance with Standards for Public Defense Services. The Public Defender shall warrant and certify that it currently and will continue to satisfy during the term of the Contract the Standards for Indigent Defense adopted by Supreme Court Order No. 25700-A-1004, and all other standards applicable to public defense in the Washington. The Public Defender shall immediately notify the City if the Public Defender at any point during the term of the Contract fails to satisfy such standards. Any such failure by the Public Defender shall constitute a material breach of the Contract, entitling the City to immediately terminate the Contract without further notice.

L. Reporting. The Public Defender will complete and submit with its monthly bill a monthly tracking report in the form attached as Exhibit B. In addition, each invoice will include a summary of the number of new

appointments, the number of jury calls (and the dates), the number of jury trials (defendant name and the dates), the number of pre-trial reviews (and the dates), the number of arraignment calendars (and the dates) and the number of incustody calendars (and the dates). The invoices will also include the names of the new clients appointed for that month, the cause number, the charge(s), and the appointment date.

M. Compensation. Contractor shall provide under this Contract the following services: bail hearing, pre-trial hearings, motions, trials, sentencing, reviews, appeals, and scheduled and unscheduled incustody hearings, and related administrative and support services in accordance with Washington State Supreme Court Standards. The City shall pay the Consultant for such services:

a. A base payment of $4,200.00 per month, which will cover all costs associated with handling Sammamish's indigent public defense caseload, including as many as 10 new appointments per month and up to three unscheduled incustody calendars per month. If the number of new appointments exceeds an average of 10 cases per month over a six-month period, the City will pay the Consultant $401.58 per each additional case. If the number of unscheduled incustody calendars exceeds an average of three per month over a six-month period, the City will pay the Consultant $75.00 per hour for each additional unscheduled incustody calendar.
b. The City and the Consultant will review the six-month caseload trends twice a year – in July for the period January through June and in January for the period July through December and pay any additional amounts owed, as described under Section M.a, with the July and January payments.
c. Transcript preparation, services of process, expert witnesses, investigator, and any other reasonable costs necessarily incurred in order to provide legal representation under the Standards for Indigent Defense adopted by Supreme Court Order No. 25700-A-1004 are reimbursable costs and are not included in the base fees established in Sections M.a – M.b, above.

Exhibit 1

EXHIBIT C

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Revised 6/2016

Exhibit 1

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Exhibit 1

EXHIBIT D

City of Sammamish Washington

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

X Corporation	_____ Partnership	_____ Government Consultant
_____ Individual/Proprietor	_____ Other (explain)	

TIN No.: **91-1366286**

Social Security No.: _____

Print Name: Howard S. Stein

Title: President/Shareholder

Business Name: Stein , Lotzkar and Starr PS Inc.

Business Address: 2840 Northup Way Suite 140, Bellevue WA 98004

Business Phone: 425 576 0026

November 16, 2016
Date

Authorized Signature (Required)

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/7/2016

Originating Department: Admin Services

Clearances:

- ☑ Attorney
- ☑ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: 2017-2018 contract with Kenyon Disend to serve as Sammamish's City Attorney

Action Required: A motion authorizing the City Manager to sign the 2017-2018 sole-source contract with Kenyon Disend

Exhibits: 1. Contract with Kenyon Disend

Budget: Budget for this contract was approved in the 2017-2018 biennial budget

Summary Statement:

This sole-source contract would authorize Kenyon Disend's continuing service as the City Attorney for 2017-2018.

Background:

As City Attorney, Kenyon Disend provides the following services to the City of Sammamish:

- Reviews and/or drafts City ordinances, contracts, resolutions, Interlocal agreements and other legal documents as requested by the City;
- Represents the City in all lawsuits and other contested administrative proceedings commenced by or against the City;
- Advises City Councilmembers and staff members with regard to legal matters relating to their respective duties for the City;
- Consults with and advises the City Councilmembers and Staff members in person, by telephone, e-mail, or by written memo on City business;
- Attends all regular City Council meetings on an as-needed basis, unless excused by the City Manager;
- Attends weekly department director meetings

As the City's long-standing City Attorney, Kenyon Disend brings a particular expertise and familiarity with the broad range of issues facing the City. This offers many advantages to the City. Kenyon Disend attorneys typically do not need to get up-to-speed on emerging issues as they already have a familiarity

with the City's work based on their years of service to the City. The contract covers three general areas of work – general City Attorney work; litigation; and permit review work. As the economy has picked up and development activity has increased in recent years, the City Attorney workload has increased considerably.

General City Attorney Work: For general City Attorney work, the City pays Kenyon Disend a flat rate per month regardless of workload. Because the City's workload has increased significantly over the years, the effective hourly rate paid to Kenyon Disend has steadily decreased. In 2011, the City required 588 hours of attorney time for the general City Attorney workload on an annual contract totaling $156,144, resulting in an effective hourly rate of $266.00. For 2016, the number of attorney hours has increased significantly to an estimated 1,262.28 hours, based on actual workload through October. At an annual contract amount of $188,004, this translates into an effective hourly rate of $153.00, or 42.24% less than what was paid in 2011. Based on these trends, the 2017-2018 biennial budget, which was adopted unanimously by the City Council on November 15, 2016, increases the allocation for the base City Attorney contract to $215,400. Assuming the 2017 attorney hours hold steady at the 2016 levels, this would result in an effective hourly rate of $171.00 – higher than the 2016 rate, but still 35.74% less than the effective hourly rate in 2011.

General City Attorney Workload Trends

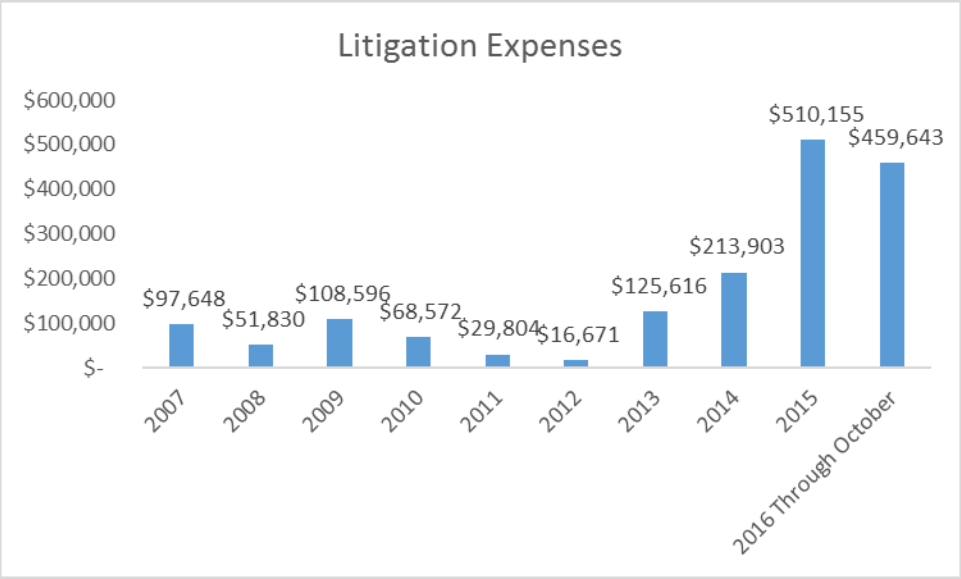
	Attorney Hours	Contract Amount	Effective Hourly Rate
2011	588	$ 156,144	$ 266
2012	554	$ 161,136	$ 291
2013	912	$ 174,024	$ 191
2014	996	$ 183,600	$ 184
2015	1,061	$ 188,004	$ 177
2016 (estimate based on actuals thorugh October)	**1262.28**	**$ 192,996**	**$ 153**
2017 projection (assuming hours the same as 2016 est)*	**1262.28**	**$ 215,400**	**$ 171**
2018 projection (assuming hours the same as 2016 est)*	**1262.28**	**$ 224,040**	**$ 177**

* Note: Hours have increased steadily each year. If this trend continues the hourly rate would be lower than what is projected here for illustrative purposes.

Litigation Expenses: For litigation, the City pays Kenyon Disend its regular hourly rates.[1] This work is over and above the general City Attorney workload. Sammamish has had 24 active cases in both 2016 (through October) and 2015. This is up from 17 active cases in 2014. Many of the cases are development related; however, new in 2016 is the workload from enforcing the City's new tree ordinance. The City has prevailed

[1] In awarding the City its attorney fees incurred to successfully defend the Waste Management bid protest case, Judge Mary Roberts of the King County Superior Court wrote, "The hourly rates of the attorneys and legal staff at Kenyon Disend, PLLC were reasonable at the time the services were rendered. The attorney rates charges were in fact substantially below the prevailing hourly rates of similarly-experienced municipal attorneys in the relevant community."

in both of the contested tree ordinance cases to date, resulting in payment to the City of nearly $150,000 in fines and penalties.[2] As the chart below demonstrates, the costs incurred for litigation have increased commensurate with the increase in the City's caseload.



Permit Pass Through Costs: The 2017-2018 contract with Kenyon Disend also assumes that the City will pass through to permit applicants for reimbursement to the City any City Attorney costs incurred by the City in the process of reviewing permit applications, in the same manner as the City does for other costs incurred as part of the permit review process.

Financial Impact:

The 2017-2018 biennial budget includes funds for the contract with Kenyon Disend.

Recommended Motion:

A motion authorizing the City Manager to sign the 2017-2018 sole-source contract with Kenyon Disend.

[2] In addition, the City received a $90,000 settlement in the Sammamish Landing Dock litigation. The City has also been awarded nearly $22,000 in attorney fees related to the Waste Management bid protest, but Waste Management's related appeal remains pending.

Exhibit 1

CONTRACT FOR LEGAL SERVICES
2017 - 2018

I.
PARTIES

This contract is made on this _____ day of _____, 2016, between the City of Sammamish ("City") and Kenyon Disend, PLLC ("Attorneys").

II.
SERVICES OF THE ATTORNEYS

The Attorneys shall work for the City at the pleasure of and under the direction of the City Manager. Mike Kenyon will serve as the City Attorney and will direct the services provided under this contract.

III.
QUALITY OF SERVICES

The Attorneys shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

IV.
SERVICES PROVIDED

The City Attorney shall be principally responsible for performing all legal work for the City, except for prosecution and public defense services. The City Attorney may have other attorneys employed by the law firm assist him in the performance of his duties. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Attorneys:

(1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents as requested by the City;

(2) Represent the City in all lawsuits and other contested administrative proceedings commenced by or against the City; and represent the City on all projects for which the City receives reimbursement pursuant to City ordinance from a project proponent for the City's Staff and consultant costs;

(3) Advise City Councilmembers and staff members with regard to legal matters relating to their respective duties for the City;

(4) Consult with and advise the City Councilmembers and staff members in person, by telephone, e-mail, or by written memo on City business;

(5) Attend all regular City Council meetings on an as-needed basis, unless excused by the City Manager;

(6) Attend Weekly Department Director Meetings

V.
FEES AND COSTS

For the year 2017, the services identified in Section IV, subsections 1, 3, 4, 5, and 6 shall be billed on a fixed fee basis of $17,950.00 per month. The services identified in subsection 2 shall be billed at the Attorneys' and Paralegals' regular hourly rates for 2017 as set forth in Exhibit A.

For the year 2018, the services identified in Section IV, subsections 1, 3, 4, 5, and 6 shall be billed on a fixed fee basis of $18,670.00 per month. The services identified in subsection 2 shall be billed at the Attorneys' and Paralegals' regular hourly rates for 2018, which hourly rates shall be provided to the City not later than December 1, 2017.

Additional work performed under this contract shall be billed at the Attorneys' regular hourly rates. In addition, the Attorneys will charge the City ten cents per page for photocopying and facsimile, and shall be reimbursed for legal messenger services, filing fees advanced and other direct expenses.

The Attorneys shall not charge the City for any travel time or mileage costs incurred for trips to or from Sammamish, nor for long-distance telephone charges. Travel time and mileage costs for trips to locations other than Sammamish, if any, shall be reimbursed at the Attorneys' then current rates and charges.

Attorneys' current rates expressly account for any taxes, business license fees, or related charges ("charges") imposed on professional service providers by the City and State of Washington. In the event that any such additional charges are imposed during the term of this agreement, Attorneys shall be entitled to recover any such additional charges as a reimbursable cost item on Attorneys' monthly billing statements.

VI.
PAYMENT TERMS

Fees and costs are due in full from the City upon billing by the Attorneys. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the statement date.

VII.
TIME RECORDS

The Attorneys shall maintain accurate time records describing the services performed and the dates upon which said services were performed, and shall provide a monthly statement to the City setting forth the time expended for such services.

VIII.
CONTRACT PERIOD

This contract shall take effect as of January 1, 2017 and expire on December 31, 2018, unless sooner terminated by either party. Each party shall have the right to terminate this contract upon thirty (30) days written notice.

IX.
INSURANCE

The Attorneys agree to maintain for the protection of the City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

CITY OF SAMMAMISH

By:_____
Lyman Howard, City Manager

KENYON DISEND, PLLC

By:_____
Mike Kenyon

Exhibit 1

Exhibit 2

KENYON DISEND, PLLC
HOURLY RATE SCHEDULE FOR YEAR 2017

ATTORNEYS:

Partners and Senior Attorneys:

Michael R. Kenyon	$320.00
Bruce L. Disend	$320.00
Kim Adams Pratt	$280.00
Robert F. Noe	$280.00
David A. Linehan	$280.00

Associate Attorneys:

Rachel B. Turpin	$185.00
Ann Marie Soto	$180.00
Charlotte A. Archer	$180.00
Amy S. Mill	$160.00
Alexandra L. Kenyon	$145.00

PARALEGALS:

Margaret C. Starkey	$130.00
Sheryl A. Loewen	$115.00
Pam M. Odegard	$115.00
Kathy I. Swoyer	$115.00
Terry T. Curran	$115.00
Antoinette M. Mattox	$105.00

Exhibit 2

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/23/2016

Originating Department: Admin Services

Clearances:

- ☑ Attorney
- ☑ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: 2017 contract with Olympic Environmental Resources to manage the City's Recycling Program

Action Required: A motion authorizing the City Manager to sign the 2017 contract with Olympic Environmental Resources.

Exhibits:

1. Contract with Olympic Environmental Resources

Budget: The contract amount totals $133,918.14. All monies spent on this contract are backed by grant revenues from King County and Washington State.

Summary Statement:

The City contracts with Olympic Environmental Resources (OER) to manage its recycling program. OER runs three residential recycling collection events (one in the spring and two in the fall); one business recycling collection event (typically in the summer) and distributes rain barrels and compost bins on behalf of the City. The City proposes extending the contract with OER into 2017. All costs associated with this program are supported by grant dollars from King County and the State of Washington.

Background:

The City's recycling program has been in operation, with Olympic Environmental Resources (OER) managing the program, for a number of years and is extremely popular with Sammamish residents. The program includes the following:

- **Three Residential Recycling Collection Events** – OER runs one residential recycling collection event in the spring (typically in March) and two in the fall (typically in September and October) for a total of three residential recycling events. Residents can dispose of the following materials for recycling at these events: used tires, used anti-freeze, used lead acid batteries, used household batteries (alkaline), used petroleum-based products, used oil filters, and used motor oil, bulky yard waste (large material only), scrap wood, (yard debris and scrap wood will be

collected only in the spring), appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals (appliances and scrap metal will be collected only in the fall), electronic equipment, cellular phones, TV sets, computer equipment, textiles, Styrofoam, mattresses, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks and other materials whenever practical. User fees will apply to the collection of some materials. OER may work with the Washington Materials Management and Financing Authority (WMMFA) to collect and recycle televisions, CPUs (computers), computer monitors, and laptop computers or refer residents to state E-cycle sites.

- **One Business Recycling Collection Event –** To address the situation that many Sammamish businesses have of keeping/storing recyclable materials, the OER will run a business recycling collection event on a weekday in the late summer. This business event allows for the collection of recyclables that would otherwise not be collected. Many small businesses do not generate enough of a particular material to retain a service provider, so they store the material until such time as they can dispose of it.

Rain Barrel/Compost Bin Distribution – The City will support recycling programs by distributing recycle content rain barrels, compost bins, or worm bins to City residents through its contact with OER. The units each divert plastic material from the waste stream when produced. The number of units distributed will be based on the size and quality of the items selected. OER will work to promote the distribution to City residents and may distribute the units at City Recycling Collection Events or through a "virtual sale" via the City web site for home delivery.

Financial Impact:

The contract with Olympic Environmental Resources for 2017 totals $133,918.14. All monies spent on this contract are backed by grant revenues from King County and Washington State.

Recommended Motion:

A motion authorizing the City Manager to sign the contract with Olympic Environmental Resources to operate the City's recycling program in 2017.

Exhibit 1

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Paul Devine, Olympic Environmental Resources

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

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

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

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

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

2. **Compensation and Method of Payment**. The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

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

_X_ A sum not to exceed $133,918.14, backed by grant funds

___ Other (describe): _____
_____

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

3. **Duration of Agreement**. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2017, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification**. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity

under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

Olympic Environmental Resources
Paul Devine
4715 SW Walker Street
Seattle, WA 98116
206-938-8262
PaulDevine@msn.com

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

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

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

CITY OF SAMMAMISH, WASHINGTON CONSULTANT: OLYMPIC ENVIRONMENTAL RESOURCES

By:_____	By:_____
Print Name: _____	Print Name: ___Paul M. Devine_____
Title:___City Manager_____	Title:_General Manager_____
Date:_____	Date: _11/22/2016_____
Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

EXHIBIT A – SCOPE OF SERVICES

This Scope of Work is intended to detail the Consultant's services and responsibilities in implementing City of Sammamish Recycling Projects in 2017. The Consultant will implement as many as three Residential Recycling Collection Events, one Business Collection Event, and Barrel/Bin Distribution. Activities will begin after January 1, 2017 in accordance with grant guidelines. The full scope of services is dictated by the availability of grant funds. Actual activities completed may not exceed the grant funding that is available. The proposed projects include:

Residential Recycling Collection Events

Provided sufficient grant funding exists, one residential Recycling Collection Event will be scheduled for spring (March/April) and two will be scheduled for the fall (September, October) of 2017 for a total of three events. At the events the following materials will be collected and recycled: used tires, used anti-freeze, used lead acid batteries, used household batteries (alkaline), used petroleum-based products, used oil filters, and used motor oil, bulky yard waste (large material only), scrap wood, (yard debris and scrap wood will be collected only in the spring), appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals (appliances and scrap metal will be collected only in the fall), electronic equipment, cellular phones, TV sets, computer equipment, textiles, Styrofoam, mattresses, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks, paper shredding, and other materials whenever practical. At the fall events, not all materials will be collected at each event. User fees will apply to the collection of some materials. OER may work with the Washington Materials Management and Financing Authority (WMMFA) to collect and recycle televisions, CPUs (computers), computer monitors, and laptop computers or refer residents to state E-cycle sites.

Business Recycling Collection Event

To address the situation that many Sammamish businesses have of keeping/storing recyclable materia1s, the Consultant will implement a Sammamish Business Collection Event provided sufficient grant funding exists. The purpose will be to allow for the collection of recyclables that would otherwise not be collected. Many small businesses do not generate enough of a particular material to retain a service provider, so they store the material. Other businesses generate materials that there are not service providers readily available. To help City businesses recycle more material, the Consultant will implement a one-day event on a weekday to collect and recycle a variety of materials from Sammamish businesses in a central City location.

Rain Barrel/Compost Bin/Worm Bin Distribution

The City will support recycling programs by distributing recycle content rain barrels, compost bins, and worm bins to City residents provided sufficient grant funding exists. The units each divert plastic material from the waste stream when produced. The number of units distributed will be based on the size and quality of the items selected. OER will work to promote the distribution to City residents and may distribute the units at City Recycling Collection Events or through a "virtual sale" via the City web site for home delivery.

The Consultant will provide professional management for implementation of all projects. The Consultant wishes to involve the Sammamish City staff at the level most comfortable for the City. The Consultant will meet with the City of Sammamish staff at any time during the project for updates on activities or will pursue activities independently if desired by the City.

The project budget will incorporate the City of Sammamish grant funds available from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology. The specific project activities to be carried out by the Consultant are detailed in the grant scopes of work. Estimated 2017 grant funds available total $133,918.14 (see below). The Consultant will cover project expenses as they arise, such as the costs of printing and vendor services. The Consultant will then request reimbursement of staff time and expenses on a monthly basis with thirty-day payment terms. The Consultant will assist the City in requesting reimbursement for these costs from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology on a project basis**.** The amount spent on these activities shall not exceed the amount of grant money awarded. The Consultant will work with the City to scale back the scope of services in the event that the expected grant dollars do not materialize.

The Consultant's goal is to conduct events with very limited City staff time and no City cost. However, there are a number of "official acts" necessary for the City to bring the program on line:

- Sign necessary grant agreements.
- Keep OER informed of any changes made to grant agreements.
- Reimburse OER for staff time and expenses from grant funding.

2017 Sammamish Grants

The City of Sammamish is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on the projects listed above. The City has applied for the following:

- The King County Waste Reduction and Recycling Grant Program. Grant total $67,318.00
- The King County Health Department Local Hazardous Waste Management Plan Grant. Grant total $20,507.14
- The Washington State Department of Ecology Coordinated Prevention Grant. Grant total $19,093.00
- Contingency in case additional grant funds come available $27,000.00

TOTAL: $133,918.14

EXHIBIT B

Exhibit 1

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Rev 8/2015

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

X Corporation	____ Partnership	____ Government Consultant
____ Individual/Proprietor	____ Other (explain)	

TIN No.: 91-2027892

Social Security No.: _____

Print Name: Paul M. Devine

Title: General Manager

Business Name: Olympic Environmental Resources

Business Address: 4715 SW Walker Street Seattle, WA 98116

Business Phone: 206 938-8262

December 8, 2015
Date

Authorized Signature (Required)

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/7/2016

Originating Department: Admin Services

Clearances:

- ☐ Attorney
- ☑ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☑ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: Camp Terry Human Services Grant Request

Action Required: Authorize use of contingency funds in the amount of $10k annually to fund the Camp Terry Human Services Grant Request

Exhibits: None

Budget: $480,000 ($240,000 annually) is included in the 2017-18 Budget for the Human Services Grant Program. The 2017-18 budget also includes $2,000,000 in operating contingency funds.

Summary Statement:

The Health & Human Services Task Force submitted their recommendation for the 2017-18 Human Services Grant Awards to the City Council on October 18, 2016. The City Council approved the Task Force recommendation and authorized $239,670 in Human Services grant awards.

It was discovered after the grant awards were made, that one of the grant applications had been overlooked in the review process. The application was from Camp Terry and the grant funding would have provided direct financial scholarships to qualifying local families for their children to attend YMCA summer day camp programs. Camp Terry was funded in 2016 at $10,000.

When the omission was discovered, staff asked the Human Services Task Force to review and score the application from Camp Terry. The Task Force completed their review and the grant application scored very high. Had this application been included in the process, it would have been recommended for full funding at $10,000 annually.

Staff recommend funding this grant request at $10,000 annually, utilizing operating contingency funds. The City Council Health & Human Services Committee was consulted and they unanimously approved this recommendation.

Staff are taking steps to ensure there are “checks and balances” in place so that this does not happen again. The YMCA and Camp Terry staff have been very supportive and understanding of the situation.

Background:
The City of Sammamish has been providing Human Service grants since 2001. Over time the budget and program have grown.

During this most recent grant cycle, Council wanted to expand the grant award process to include members of the public in an effort bring additional expertise and perspective to the process. A seven-member Task Force was formed. The Task Force members represented or were involved in the following areas: faith-based organizations, schools, human services providers, health care and the community at-large.

Financial Impact:
The grant award for Camp Terry in the amount of $10,000 annually, will be funded utilizing operating contingency funds. The 2017-18 budget includes $1,000,000 annually for operating contingency.

Recommended Motion:
Motion to authorize the use of operating contingency funds in the amount of $10,000 annually to fund the Camp Terry Human Services grant request.

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/6/2016

Originating Department: Community Development

Clearances:

- ☑ Attorney
- ☑ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☐ Public Works
- ☑ City Manager
- ☐ Parks & Recreation

Subject: Consultant contract for land use notice board support services.

Action Required: Authorize the City Manager to execute a two-year contract with Morup Signs, Inc. for the design, development and maintenance of land use notice boards in the amount of $30,000.

Exhibits: 1. Contract

Budget: $30,000 is allocated in the 2017-2018 Community Development Department budget for Permit Center Professional Services.

Summary Statement:
This is a two-year contract with Morup Signs, Inc. to provide land use notice board support services on an as-needed basis. These services include land use board design, development, installation, content updating, maintenance, and board removal in accordance with the Sammamish Municipal Code (SMC).

Staff solicited proposals for land use notice board support services through the MRSC Roster. Based on the services offered, qualifications of the staff, and ability to meet project deadlines, Morup Signs, Inc. was selected for this contract.

Background:
In accordance with the SMC, a land use notice board is required for development applications at each project site for the purpose of notifying the public of proposed land use projects and their status. Utilizing a land use notice board support services contract provides access to specialized services when needed in an efficient manner. Based on the success of previous contracts and the ongoing need for these services, staff believe that a contract for land use notice board support services is the best solution.

The scope of work for this contract includes assisting staff with updating the overall land use board design by developing a layout template based on the City's requirements and instructions. Additional services include installation at the development site, providing content updates, maintenance as needed

and removing land use notice board(s) as requested by the City. Staff will work with the selected firm on a project-by-project basis to determine the types of services required for each project.

Upcoming Projects Requiring Land Use Notice Board Support Services

As previously noted, each project site must have at least one land use notice board. Based on averages from the previous three years, the City anticipates that posting at least 70 notice board (35 per year) will be necessary from January 1, 2017 through December 31, 2018.

Evaluation Process

In response to the Request for Proposals sent to qualified firms listed on MRSC roster on October 3, 2016, the City received one proposal. The proposal was evaluated based on services offered, management and team experience, the ability to meet deadlines and references. After an extensive evaluation, discussion and confirmation with the consultant on availability, Morup Signs, Inc. was selected as the land use notice board support services consultant.

Financial Impact:

$30,000 is allocated in the 2017-2018 Community Development Permit Center Professional Services budget for land use notice boards. This contract will include independently authorized task orders with no guarantee that the full contract amount will be needed or expended. The contract duration is for two years and will not exceed $30,000.

Recommended Motion:

Authorize the City Manager to execute a two-year contract in the amount of $30,000 with Morup Signs, Inc. for land use notice board support services.

ATTACHMENT A

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Morup Signs, Inc.

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

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

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

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

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

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

_X_ According to the rates set forth in Exhibit "D"

_X_ A sum not to exceed $30,000

___ Other (describe):

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

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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.

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

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

Company Name	Morup Signs, Inc.
Contact Name	Laura Gates
Street Address	12824 NE 14th Place
City, State Zip	Bellevue, WA 98005
Phone Number	425-883-6337
Email	~~morup@wolfnet.com~~ morup@wolfnet.com

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

The 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."

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By: Laura Gates
Print Name: _____	Print Name: Laura Gates
Title:_____	Title: Owner
Date:_____	Date: Dec 1st 2016

Revised 6/2016

Exhibit 1

Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

Exhibit 1

EXHIBIT A – SCOPE OF SERVICES

Land Use Notice Board Support Services

General Scope of Work

The work under this AGREEMENT shall consist of performing services related to sign post and signage installation, maintenance, updating, and removal and providing land use notice board support herein defined and necessary to accomplish individual tasks (Task Orders) issued by the City of Sammamish. The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the documents and other deliverable item(s) requested by the CITY.

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

- Provide graphic services in the form of proofs and layouts for land use signage new designs.
- Manufacture land use signs per specs, out of materials specified, size and design specified.
- Install signs on 4x4 wood posts in areas specified. Call 811 for locating services.
- Provide updates, relocate signs, maintenance, removal and storage of signs.
- Install signs as per dates specified and remove as specified.
- Will also be available for consulting in dealing with difficult spots for installation.

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

Authorization of Work

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

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

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

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

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

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

✓ Corporation ____ Partnership ____ Government Consultant

____ Individual/Proprietor ____ Other (explain)

TIN No.: 91-0964365

Social Security No.: 532-62-0470

Print Name: Laura Gates

Title: Owner

Business Name: MONAP Signs Inc

Business Address: 12824 NE 14th PL Bell WA 98005

Business Phone: 425-883-6337

12/01/2016
Date

Authorized Signature (Required)

Exhibit 1

EXHIBIT D

Morup Signs INC.
3D • VEHICLE LETTERING VINYL GRAPHICS
SILKSCREENING • WOODSIGNS • SANDBLAST SIGNS
(425) 883-6337 • Fax 883-2311 • E-mail: morup@wolfenet.com
Evans Industrial Park - 12824 N.E. 14th Place, Bellevue, WA 98005

Department of Community

Development November 16, 2016

Morup Signs Inc.

12824 Ne 14th Pl. Bellevue, Wa 98005

Laura Gates owner

FEE SCHEDULE

Graphic design charges : $75.00 per hour this would only apply for initial new redesign of land use signs.

Make and install 2 sided 4 x4' MDO plywood signs on 4x4 x 8' posts. $295.00 each includes (install and removal and maintenance for instance if it was leaning).

Moving a sign $55.00. Updates $35.00 per side.

Repair from vandalism varies depending if sign has to be replaced or can be cleaned up. Ranges $65.00 for cleaning

To $190.00 for replacement sign.

Please let me know if I have left anything out.

Laura Gates

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/6/2016

Originating Department: Community Development

Clearances:

- ☑ Attorney
- ☑ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☐ Public Works
- ☑ City Manager
- ☐ Parks & Recreation

Subject: Consultant contract for electrical inspection support services.

Action Required: Authorize the City Manager to execute a one-year contract with West Coast Code Consultants, Inc. for electrical inspection support services in the amount of $30,000.

Exhibits: 1. Contract

Budget: $400,000 is allocated in the 2017-2018 Community Development Department budget for Building Professional Services.

Summary Statement:
This is a one-year contract with West Coast Code Consultants, Inc. to provide electrical inspections on an as needed basis. This contract will provide services related to residential, mixed-use, low voltage and other types of electrical inspections.

Staff solicited proposals for electrical inspection services through the MRSC Roster. Based on the qualifications of the staff and the ability to meet individual project timelines, West Coast Code Consultants, Inc. was selected as one of two consultants providing electrical inspection services for the City.

Background:
Starting July 1, 2017, the City will review and issue electrical permits and oversee inspections, which were services previously managed by the Washington Department of Labor and Industries (L&I). In recent years, many local jurisdictions have left L&I and have started managing their own program with great results. Some of the driving forces and immediate benefits of having our own electrical permitting program include providing;

- Better customer service with over the counter permitting and 24-hour response time for inspections.
- A streamlined process and a one stop shop for all permitting and inspection needs.
- Unified control & standards for the permit application, inspection and code compliance process.

The scope of work for this contract includes electrical inspections related to non-residential construction, one and two family construction, multi-family and mixed use construction, remodels and additions, low voltage, temporary power, swimming pools, spas, saunas, sign installation, portable classrooms and mobile home services. Staff will work with the selected firm on a project-by-project basis to determine the types of services required for each project. Furthermore, two contracts are being proposed to ensure that an electrical inspector is always available when requested by the City.

Evaluation Process

In response to the Request for Proposals sent to qualified firms listed on MRSC roster on October 3, 2016, the City received two proposals. The proposals were evaluated based on services offered, management and team experience, the ability to meet deadlines and references. After an extensive evaluation, discussion and confirmation with the consultant on availability, West Coast Code Consultants, Inc. was selected as one of the two consultant firms to receive the electrical inspection consultant contract.

Financial Impact:

$120,000 is allocated in the 2017-2018 Community Development Building Professional Services budget for electrical inspection support services, which will fund two consultant contracts. This contract will include independently authorized task orders with no guarantee that the full contract amount will be needed or expended. The contract duration is for one year and will not exceed $30,000.

Recommended Motion:

Authorize the City Manager to execute a one-year contract in the amount of $30,000 with West Coast Code Consultants, Inc. for electrical inspection support services.

Exhibit 1

ATTACHMENT A

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: West Coast Code Consultants, Inc.

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

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

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

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

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

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

_X_ According to the rates set forth in Exhibit "D"

_X_ A sum not to exceed $30,000

____ Other (describe):

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2017, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for

injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. Termination.

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

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

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

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

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

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

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

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course

of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

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

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

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

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

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

Company Name	West Coast Code Consultants
Contact Name	Martha Gillis
Street Address	19109 36th Avenue West, Suite 207
City, State Zip	Lynnwood, WA 98036
Phone Number	425-582-1719
Email	martyg@wc-3.com

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

The 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."

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By: Martha Gillis
Print Name: _____	Print Name: MARTHA GILLIS
Title:_____	Title: NW Regional MANAGER
Date:_____	Date: 11-30-2016

Revised 6/2016

Exhibit 1

Attest/Authenticated:

_____

City Clerk

Approved As To Form:

_____

City Attorney

Exhibit 1

EXHIBIT A – SCOPE OF SERVICES

Electrical Inspection Support Services

General Scope of Work

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

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

Electrical inspection services related to the following:

- Non-residential construction
- One and two family construction
- Multi-Family and Mixed Use construction
- Remodels and additions
- Low voltage
- Temporary power
- Swimming pools, spas, and saunas
- Sign installations
- Portable classrooms and mobile home service

All inspections and re-inspections will be performed for compliance with the Washington Electrical Codes and all applicable State, Federal and local laws and City amendments under the direction of City staff using City procedures and methods. West Coast Code Consultants, Inc. electrical inspection staff will receive training using the City permit system and will then maintain all electrical inspection records, correction notices, and all documentation related to inspection for all assigned projects. West Coast Code Consultants, Inc. inspectors will confer with the Building Official and/or designated staff member on all discretionary decisions or requests for alternate materials or types of construction.

City Vehicles, Office Equipment:

West Coast Code Consultants, Inc. inspectors will provide services as if they were regular members of the City of Sammamish inspection staff.

Vehicles:

West Coast Code Consultants, Inc. electrical inspectors will be assigned City inspection vehicles while performing inspections and will abide by City of Sammamish driving policies, vehicle re-fueling, and maintenance schedules.

Office equipment, computers etc.:

West Coast Code Consultants, Inc. electrical inspectors may be assigned City office equipment such as computers, tablets, phones, or printers or may have access to these tools while on-call. West Coast Code Consultants, Inc. inspection staff will abide by City of Sammamish policies, and procedures regarding the use of all equipment assigned.

Additional Services:

Additional services may be provided as mutually agreed.

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

Exhibit 1

Authorization of Work

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

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

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

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

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

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program: _____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

_____ _____

Date Authorized Signature (Required)

Exhibit 1

EXHIBIT D

Schedule of Hourly Billing Rates

Electrical Inspector	$90
Overtime (at the request of the City)	150% of hourly rate
Trip Fee (to offset the cost of deploying electrical inspection staff to the City. This fee is instead of mileage when consultant staff use city vehicles for inspections)	$40 per day
Mileage (when consultant staff use personal vehicles for inspections)	Current IRS rate
Reimbursable Expenses	Actual cost without mark-up

**A four (4) hour minimum per day fee will be assessed for all in house or on onsite work.*

Invoicing

- Invoices shall be generated monthly with all supporting documents required by the City and West Coast Code Consultants, Inc.
- Invoices shall be submitted electronically to the City by the 10th day of each month.
- The City shall notify West Coast Code Consultants, Inc. of any discrepancy and West Coast Code Consultants, Inc. shall correct accordingly.
- Invoices shall be paid within a maximum of 30 days of receipt, unless mutually agreed by the City and West Coast Code Consultants, Inc.

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/6/2016

Originating Department: Community Development

Clearances:

- ☑ Attorney
- ☑ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☐ Public Works
- ☑ City Manager
- ☐ Parks & Recreation

Subject: Consultant contract for electrical inspection support services.

Action Required: Authorize the City Manager to execute a one-year contract with BHC Consultants, LLC for electrical inspection support services in the amount of $30,000.

Exhibits: 1. Contract

Budget: $400,000 is allocated in the 2017-2018 Community Development Department budget for Building Professional Services.

Summary Statement:
This is a one-year contract with BHC Consultants, LLC to provide electrical inspections on an as-needed basis. This contract will provide services related to residential, mixed-use, low voltage and other types of electrical inspections.

Staff solicited proposals for electrical inspection services through the MRSC Roster. Based on previous experience with the City, qualifications of the staff, and the ability to meet individual project timelines, BHC Consultants, LLC was selected as one of two consultants providing electrical inspection services for the City.

Background:
Starting July 1, 2017, the City will review and issue electrical permits and oversee inspections, which were services previously managed by the Washington Department of Labor and Industries (L&I). In recent years, many local jurisdictions have left L&I and have started managing their own program with great results. Some of the driving forces and immediate benefits of having our own electrical permitting program include providing;

- Better customer service with over the counter permitting and 24-hour response time for inspections.
- A streamlined process and a one stop shop for all permitting and inspection needs.
- Unified control & standards for the permit application, inspection and code compliance process.

The scope of work for this contract includes electrical inspections related to non-residential construction, one and two family construction, multi-family and mixed use construction, remodels and additions, low voltage, temporary power, swimming pools, spas, saunas, sign installation, portable classrooms and mobile home services. Staff will work with the selected firm on a project-by-project basis to determine the types of services required for each project. Furthermore, two contracts are being proposed to ensure that an electrical inspector is always available when requested by the City.

Evaluation Process

In response to the Request for Proposals sent to qualified firms listed on MRSC roster on October 3, 2016, the City received two proposals. The proposals were evaluated based on services offered, management and team experience, the ability to meet deadlines and references. After an extensive evaluation, discussion and confirmation with the consultant on availability, BHC Consultants, LLC was selected as one of the two consultant firms to receive the electrical inspection consultant contract.

Financial Impact:

$120,000 is allocated in the 2017-2018 Community Development Building Professional Services budget for electrical inspection support services, which will fund two consultant contracts. This contract will include independently authorized task orders with no guarantee that the full contract amount will be needed or expended. The contract duration is for one year and will not exceed $30,000.

Recommended Motion:

Authorize the City Manager to execute a one-year contract in the amount of $30,000 with BHC Consultants, LLC for electrical inspection support services.

Exhibit 1

ATTACHMENT A

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: BHC Consultants, LLC

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

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

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

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

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

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

_X_ According to the rates set forth in Exhibit "D"

_X_ A sum not to exceed $30,000

___ Other (describe):

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2017, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for

injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

7. **Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. Termination.

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

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

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

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

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

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

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

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course

of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

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

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

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

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

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

Company Name	BHC Consultants
Contact Name	William Hill
Street Address	1601 Fifth Avenue, Suite 500
City, State Zip	Seattle, WA 98101
Phone Number	206-505-3400
Email	william.hill@bhcconsultants.com

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

The 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."

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By: Craig P. Chambers
Print Name: _____	Print Name: Craig P. Chambers
Title:_____	Title: President
Date:_____	Date: Nov 30, 2016

Revised 6/2016

Exhibit 1

Attest/Authenticated:

_____

City Clerk

Approved As To Form:

_____

City Attorney

Exhibit 1

EXHIBIT A – SCOPE OF SERVICES

Electrical Inspection Support Services

General Scope of Work

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

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

Electrical inspection services related to the following:

- Non-residential construction
- One and two family construction
- Multi-Family and Mixed Use construction
- Remodels and additions
- Low voltage
- Temporary power
- Swimming pools, spas, and saunas
- Sign installations
- Portable classrooms and mobile home service

The City shall guarantee a minimum of four (4) hours inspection work each day inspection services are provided. Inspections will be done in accordance with all codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.

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

Authorization of Work

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

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

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

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

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

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

City of Sammamish Washington

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor ✓ Other (explain)

TIN No.: 26-1363237

Social Security No.: _____

Print Name: William Hill

Title: Director

Business Name: BHC consultants LLC

Business Address: 1601 Fifth Ave suite 500, Seattle WA

Business Phone: 206-505-3400

12/1/16
Date

WC Hill
Authorized Signature (Required)

Exhibit 1

EXHIBIT D

Rate and Service Structure

Electrical Engineer	$150 per hour
Electrical Review/Inspection	$85 per hour
Overtime Services (No overtime will be charged without prior authorization by the City.)	150% of Above Rates Shown

For all electrical inspection services, mileage will be billed portal to portal from the Seattle BHC office or the assigned inspector's residence, whichever is closer, at current IRS rate.

Travel mileage and time will not be charged for fulltime regular assigned inspection duties.

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/6/2016

Originating Department: Community Development

Clearances:

- ☑ Attorney
- ☑ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☐ Public Works
- ☑ City Manager
- ☐ Parks & Recreation

Subject: Consultant contract for arboriculture support services.

Action Required: Authorize the City Manager to execute a two-year contract with American Forest Management, Inc. for arboriculture support services in the amount of $40,000.

Exhibits: 1. Contract

Budget: $280,000 is allocated in the 2017-2018 Community Development Department budget for Planning Professional Services.

Summary Statement:
This is a two-year contract with American Forest Management, Inc. to provide arboriculture support services on an as needed basis. This contract will assist staff with the review of development projects for compliance with the City's tree retention regulations.

Staff solicited proposals for a consulting arborist through the MRSC Roster. Based on the qualifications of the staff and the ability to meet individual project timelines, American Forest Management, Inc. was selected as one of two consultant firms providing arboriculture support services for the City.

Background:
A certified arborist is required for a number of projects, including assisting staff with review of building and land use permits, subdivisions applications and tree removal requests. Utilizing an arborist through a consultant contract provides access to these specialized services when needed in an efficient manner. Based on the success of previous contracts and the ongoing need for these services, staff believe that contracting with a certified arborist is the best solution. Furthermore, to avoid the potential for a conflict of interest during development review, an additional contract is being proposed for a total of two arboriculture review support services contracts.

The scope of work for this contract includes reviewing tree health and risk assessments associated with development applications, conducting site visits to review existing conditions, perform peer reviews of reports completed by other arborists, provide recommendations for tree and root damage avoidance or

mitigation techniques during construction, assist code enforcement personnel on unauthorized tree removal cases and provide other review and analysis as requested by City staff. Staff will work with the selected firm on a project-by-project basis to determine the types of services required for each project.

Evaluation Process

In response to the Request for Proposals sent to qualified firms listed on MRSC roster on October 3, 2016, the City received three proposals. The proposals were evaluated based on services offered, management and team experience, the ability to meet deadlines and references. After an extensive evaluation, discussion and confirmation with the consultant on availability, American Forest Management, Inc. was selected as one of two consultants firms to receive the arboriculture support services consultant contract.

Financial Impact:

$60,000 is allocated in the 2017-2018 Community Development Planning Professional Services budget for arboriculture support services, which will be divided between two consultant contracts. This contract will include independently authorized task orders with no guarantee that the full contract amount will be needed or expended. The contract duration is for two years and will not exceed $40,000.

Recommended Motion:

Authorize the City Manager to execute a two-year contract in the amount of $40,000 with American Forest Management, Inc. for arboriculture support services.

Exhibit 1

ATTACHMENT A

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: American Forest Management, Inc.

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

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

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

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

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

2. Compensation and Method of Payment. The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

_X_ According to the rates set forth in Exhibit "D"

_X_ A sum not to exceed $40,000

___ Other (describe):

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

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2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

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Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

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Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

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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.

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

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

Company Name	American Forest Management, Inc.
Contact Name	Bob Layton
Street Address	11415 NE 128th Street, Suite 110
City, State Zip	Kirkland, WA 98034
Phone Number	425-820-3420
Email	bob.layton@afmforest.com

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

The 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."

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By: Bob Layton
Print Name: _____	Print Name: Bob Layton
Title:_____	Title: District Manager

Exhibit 1

Date:_____

Attest/Authenticated:

_____

City Clerk

Date: 12/1/16

Approved As To Form:

_____

City Attorney

Exhibit 1

EXHIBIT A – SCOPE OF SERVICES

Arboriculture Support Services

General Scope of Work

The work under this AGREEMENT shall consist of performing services related to arboriculture review of building and land use permits and tree removal requests and providing arborculture review support herein defined and necessary to accomplish individual tasks (Task Orders) issued by the City of Sammamish. The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the documents and other deliverable item(s) requested by the CITY.

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

Scope of Services

1) Desk Review of Tree Reports
2) Basic Field Visit (simple verification of conditions) – will include memo report to summarize findings
3) Comprehensive Field Visit (detailed review of conditions) – will include memo report to summarize findings
4) On-Site Meetings
5) Technical Expert
6) Assist in reviewing City list of approved trees and planting requirements
7) Provide consulting arborist services to Public Works Department
8) Tree Appraisal Projects – will include report to summarize findings and values
9) Larger Projects

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

Authorization of Work

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

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

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

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

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

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

✓ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: 57-0682169

Social Security No.: _____

Print Name: Bob Layton

Title: District Manager

Business Name: American Forest Mgt. Inc.

Business Address: 11415 NE 128TH ST, STE 110, KIRKLAND, WA 98034

Business Phone: 425-820-3420

12/1/16
Date

Authorized Signature (Required)

Exhibit 1

EXHIBIT D

AFM
American Forest Management
11415 NE 128th St Suite 110 Kirkland WA 98034 • (425)820-3420 • FAX (425)820-3437
www.americanforestmanagement.com

Scope of Services
On-Call Consulting Arborist Contract

Cost Estimate for Services

Contract Managers Bob Layton and Tom Hanson. Hourly Rate - $115.
Subordinate Staff: Kelly Wilkinson. Hourly Rate - $100, under direction of either Contract Manager

Minimum fees are provided for the requested services. Cost estimates include travel times and mileage expense where applicable.

We will provide a cost proposal for each project via email or other preferred system by the City. We will confirm the minimum fee below or provide a higher cost depending on the complexity of the project/assignment and the estimated time to complete.

1. Desk Review of Tree Reports
   Minimum of $250, will include memo report identifying concerns or verification

2. Basic Field Visit (simple verification of conditions)
   Minimum of $350, will include memo report to summarize findings

3. Comprehensive Field Visit (detailed review of conditions)
   Minimum of $550, will include memo report to summarize findings

4. On-Site Meetings
   Minimum of $275

5. Technical Expert
   Minimum of $425

6. Assist in reviewing City list of approved trees and planting requirements
   Hourly

7. Provide consulting arborist services to Public Works Department
   Minimum of $350 for single tree assessment and report. We will provide a cost proposal for larger projects.

8. Tree Appraisal Projects - Minimum of $750, will include report to summarize findings and values

9. Larger Projects: A cost proposal will be provided for larger projects

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/6/2016

Originating Department: Community Development

Clearances:

- ☑ Attorney
- ☑ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☐ Public Works
- ☑ City Manager
- ☐ Parks & Recreation

Subject: Consultant contract for arboriculture support services.

Action Required: Authorize the City Manager to execute a two-year contract with Herrera Environmental Consultants, Inc. for arboriculture support services in the amount of $20,000.

Exhibits: 1. Contract

Budget: $280,000 is allocated in the 2017-2018 Community Development Department budget for Planning Professional Services.

Summary Statement:
This is a two-year contract with Herrera Environmental Consultants, Inc. to provide arboriculture support services on an as needed basis. This contract will assist staff with the review of development projects for compliance with the City's tree retention regulations.

Staff solicited proposals for a consulting arborist through the MRSC Roster. Based on the qualifications of the staff and the ability to meet individual project timelines, Herrera Environmental Consultants, Inc. was selected as one of two consultant firms providing arboriculture support services for the City.

Background:
A certified arborist is required for a number of projects, including assisting staff with review of building and land use permits, subdivisions applications and tree removal requests. Utilizing an arborist through a consultant contract provides access to these specialized services when needed in an efficient manner. Based on the success of previous contracts and the ongoing need for these services, staff believe that contracting with a certified arborist is the best solution. Furthermore, to avoid the potential for a conflict of interest during development review, an additional contract is being proposed for a total of two arboriculture review support services contracts.

The scope of work for this contract includes reviewing tree health and risk assessments associated with development applications, conducting site visits to review existing conditions, perform peer reviews of

reports completed by other arborists, provide recommendations for tree and root damage avoidance or mitigation techniques during construction, assist code enforcement personnel on unauthorized tree removal cases and provide other review and analysis as requested by City staff. Staff will work with the selected firm on a project-by-project basis to determine the types of services required for each project.

Evaluation Process

In response to the Request for Proposals sent to qualified firms listed on MRSC roster on October 3, 2016, the City received three proposals. The proposals were evaluated based on services offered, management and team experience, the ability to meet deadlines and references. After an extensive evaluation, discussion and confirmation with the consultant on availability, Herrera Environmental Consultants, Inc. was selected as one of two consultants firms to receive the arboriculture support services consultant contract.

Financial Impact:

$60,000 is allocated in the 2017-2018 Community Development Planning Professional Services budget for arboriculture support services, which will be divided between two consultant contracts. This contract will include independently authorized task orders with no guarantee that the full contract amount will be needed or expended. The contract duration is for two years and will not exceed $20,000.

Recommended Motion:

Authorize the City Manager to execute a two-year contract in the amount of $20,000 with Herrera Environmental Consultants, Inc. for arboriculture support services.

Exhibit 1

ATTACHMENT A

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Herrera Environmental Consultants, Inc.

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

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

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

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

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

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

   The City shall pay Consultant:

   [Check applicable method of payment]

   _X_ According to the rates set forth in Exhibit "D"

   Consultant will provide labor rate updates on an annual basis by January 30 to be incorporated by Amendment into Exhibit D.

   _X_ A sum not to exceed $20,000

   ___ Other (describe):

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

7. **Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. Termination.

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

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

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

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

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

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

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

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any

entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

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

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

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

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

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

Company Name	Herrera Environmental Consultants, Inc.
Contact Name	Julia Munger
Street Address	2200 Sixth Avenue, Suite 1100
City, State Zip	Seattle, WA 98121
Phone Number	260-441-9080
Email	jmunger@herrerainc.com

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

The 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."

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By: Theresa M. Wood
Print Name: _____	Print Name: Theresa M. Wood
Title:_____	Title: Vice President
Date:_____	Date: 12/01/2016

Revised 6/2016

Exhibit 1

Attest/Authenticated:	Approved As To Form:
City Clerk	City Attorney

Exhibit 1

EXHIBIT A – SCOPE OF SERVICES

Arborist Review Support Services

General Scope of Work

The work under this AGREEMENT shall consist of performing services related to arborist review of building and land use permits and tree removal requests and providing arborist review support herein defined and necessary to accomplish individual tasks (Task Orders) issued by the City of Sammamish. The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the documents and other deliverable item(s) requested by the CITY.

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

Scope of Services

This scope of work describes services that Herrera Environmental Consultants (Herrera, herein called the Consultant) may perform for the City of Sammamish Department of Community Development under a contract for expert arborist services. The City's intent is to minimize response time and improve customer service by supplementing in house staff with consulting services on an as needed basis.

WORK ELEMENTS

The potential work elements that Consultant may be involved in are described in detail below. It is assumed that project and task management responsibilities (communication with the City's project manager, progress reports, invoicing, schedule and budget tracking), as well as technical and editorial quality assurance and quality control will be included in each Work Element. This scope of services covers the following work elements:

1. Review of Tree Health and Risk Assessment
2. Review Existing Conditions
3. Peer Reviews
4. Construction Recommendation
5. Replacement Tree Recommendation
6. Tree Review and Findings
7. Code Enforcement
8. Attend Meetings and Hearings
9. Other Review and Analysis

1. Review of Tree Health and Risk Assessment

Upon the City's request, the Consultant will conduct reviews of tree health and tree risk assessment associated with development applications.

Assumptions:

- Assessments of tree health and risk will be limited to visual inspections and review of other information that the City may have available regarding a specific tree's health. Tree climbing, aerial assessments, tree boring or drilling, load testing, and tree tomography will not be conducted as part of this scope of services.
- The Consultant will conduct Level 1 and/or Level 2 risk assessments.

Deliverables:

- Deliverables will range from brief memos to detailed reports, depending on the specific request for services.

2. Review Existing Conditions

Upon the City's request, the Consultant will conduct site visits to review existing tree conditions.

Assumptions:

- Assessments of tree conditions will be limited to visual inspections and review of other information that the City may have available regarding a specific tree's condition. Tree climbing, aerial assessments, tree boring or drilling, load testing, and tree tomography will not be conducted as part of this scope of services.

Deliverables:

- Deliverables will range from brief memos to detailed reports, depending on the specific request for services.

3. Peer Review
Upon the City's request, the Consultant will review reports completed by other arborists.
Deliverables:

- Deliverables will likely be in the form of a brief memorandum or letter, depending on the specific request for services.

4. Construction Recommendation
Upon the City's request, the Consultant will provide recommendations for tree and root damage avoidance or mitigation techniques during construction.
Deliverables:

- Deliverables will range from brief memos to detailed reports, depending on the specific request for services.

5. Replacement Tree Recommendation
Upon the City's request, the Consultant will provide recommendations and specifications for replacement trees.
Deliverables:

- Deliverables will likely be in the form of a brief memorandum or letter, depending on the specific request for services.

6. Tree Review and Findings
Upon the City's request, the Consultant will coordinate review and findings with applicable City staff and, when requested, the development project applicant and/or the applicant's consultant.
Deliverables:

- Deliverables will range from brief memos to detailed reports, depending on the specific request for services.

7. Code Enforcement
Upon the City's request, the Consultant will assist code enforcement personnel on unauthorized tree removal cases as needed.
Deliverables:

- Deliverables will be determined depending on the specific request for services.

8. Attend Meetings and Hearings
Upon the City's request, the Consultant will attend project meetings, public hearings, and/or public meetings to provide expert arborist opinions.
Deliverables:

- Deliverables will be determined depending on the specific request for services.

9. Other Review and Analysis
The Consultant shall provide other review and analysis as requested by City staff.
Deliverables:

- Deliverables will be determined depending on the specific request for services.

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

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

1. Task Order title (project name)
2. Technical approach to the task (if complex enough to require this)

3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

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

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

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

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program: _____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

X____ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: 911329346_____

Social Security No.: _____

Print Name: Theresa M. Wood_____

Title: Vice President_____

Business Name: Herrera Environmental Consultants, Inc.__

Business Address: 2200 Sixth Ave., Suite 1100, Seattle, WA 98121__

Business Phone: 206-441-9080_____

12/01/2016
Date

Authorized Signature (Required)

Exhibit 1

EXHIBIT D

Herrera Environmental Consultants, Inc.
Approved Billing Rates

Name	Position	Billing Rate
Julia Munger	Lead Arborist	$95.74
Rayna Gleason	Arborist	$73.38
Jose Carrasquero	Principal/ Report Review	$221. 39
N/A	Word Processing/Administrative Support	$95.01

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/6/2016

Originating Department: Community Development

Clearances:

- ☑ Attorney
- ☑ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☐ Public Works
- ☑ City Manager
- ☐ Parks & Recreation

Subject: Consultant contract for building inspection support services.

Action Required: Authorize the City Manager to execute a two-year contract with BHC Consultants, LLC for building inspection support services in the amount of $160,000.

Exhibits: 1. Contract

Budget: $400,000 is allocated in the 2017-2018 Community Development Department budget for Building Professional Services.

Summary Statement:
This is a two-year contract with BHC Consultants, LLC to provide building inspections on an as needed basis. This contract will provide services related to non-structural fire, life safety, structural, Washington State Energy code, barrier free, mechanical and plumbing inspections.

Staff solicited proposals for building inspection support services through the MRSC Roster. Based on previous experience with the City, qualifications of the staff, and the ability to meet individual project timelines, BHC Consultants, LLC was selected for this contract.

Background:
The City's intent is to minimize response time and improve customer service by supplementing in-house staff with consulting services on an as needed basis. Building inspections are required during the course of construction to enforce compliance with building permits and the provisions of the City's building laws and code requirements set forth on the approved plans. The City relies on contract inspectors to perform these services in periods of workload surges beyond the capacity of our 3.0 FTE Building Inspector positions.

The scope of work for this contract includes non-structural fire and life safety inspections, structural inspections, Washington State Energy code inspections, barrier free inspections, mechanical and plumbing inspections and temporary erosion and sediment control inspections. Staff will work with the selected firm on a project-by-project basis to determine the types of services required for each project.

Evaluation Process

In response to the Request for Proposals sent to qualified firms listed on MRSC roster on October 3, 2016, the City received four proposals. The proposals were evaluated based on services offered, management and team experience, the ability to meet deadlines and references. After an extensive evaluation, discussion and confirmation with the consultant on availability, BHC Consultants, LLC was selected as the building inspection consultant.

Financial Impact:

$160,000 is allocated in the 2017-2018 Community Development Building Professional Services budget for inspection support services. This contract will include independently authorized task orders with no guarantee that the full contract amount will be needed or expended. The contract duration is for two years and will not exceed $160,000.

Recommended Motion:

Authorize the City Manager to execute a two-year contract in the amount of $160,000 with BHC Consultants, LLC for building inspection support services.

Exhibit 1

ATTACHMENT A

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: BHC Consultants, LLC

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

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

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

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

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

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

_X_ According to the rates set forth in Exhibit "D"

_X_ A sum not to exceed $160,000

___ Other (describe):

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for

injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

7. **Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. Termination.

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

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

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

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

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

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

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

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course

of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

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

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

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

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

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

Company Name	BHC Consultants, LLC
Contact Name	William Hill
Street Address	1601 Fifth Avenue, Suite 500
City, State Zip	Seattle, WA 98101
Phone Number	206-505-3400
Email	William.Hill@bhcconsultants.com

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

The 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."

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By: Craig P. Chambers
Print Name: _____	Print Name: Craig P. Chambers
Title:_____	Title: President
Date:_____	Date: Nov 30, 2016

Revised 6/2016

Exhibit 1

Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

Exhibit 1

EXHIBIT A – SCOPE OF SERVICES

Building Inspection Support Services

General Scope of Work

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

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

Consultant will provide an ICC certified building inspector to perform the following services:

A. Upon authorization by the CITY, inspector will perform building inspection work for the City.

B. At the request by the CITY, the inspector shall be asked to perform one or more of the following inspection tasks:

- non-structural fire and life safety inspections
- structural inspections
- energy code inspections
- barrier free inspections
- mechanical & plumbing inspections

C. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and energy code (WAC 51-11), and the applicable City Building Codes, except that inspector will confer with the Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.

D. Inspections will be done in accordance codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.

E. CITY shall guarantee a minimum of four (4) hours inspection work each day inspection services are provided.

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

Authorization of Work

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

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

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

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

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

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

City of Sammamish

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor ✓ Other (explain)

TIN No.: 26-1363237

Social Security No.: _____

Print Name: William C. Hirt

Title: Director

Business Name: BHC Consultants LLC

Business Address: 1601 Fifth AVE Suite 500, Seattle WA

Business Phone: 206-505-3400

12/1/16
Date

WCHirt
Authorized Signature (Required)

Exhibit 1

EXHIBIT D

Inspection Fees as follows:

Inspection services will be billed at an hourly rate identified below.

Inspector's mileage to and from City assignment will be billed portal to portal from the Seattle BHC office at current IRS rate.

Travel mileage and time will not be charged for full time regular inspection assignments

Building Inspector	$70
Administrative Support	$55
Travel and Mileage (for client requested meetings)	IRS Rate (portal to portal)
Overtime Services	150% of rate schedule shown

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/6/2016

Originating Department: Community Development

Clearances:

- ☑ Attorney
- ☑ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☐ Public Works
- ☑ City Manager
- ☐ Parks & Recreation

Subject: Consultant contract for building plan review support services.

Action Required: Authorize the City Manager to execute a two-year contract with Clarity Consulting Engineers for building plan review support services in the amount of $120,000.

Exhibits: 1. Contract

Budget: $400,000 is allocated in the 2017-2018 Community Development Department budget for Building Professional Services.

Summary Statement:
This is a two-year contract with Clarity Consulting Engineers to provide building plan review on an as needed basis. This contract will provide services related to structural, architectural, energy, barrier free accessibility, mechanical and plumbing reviews.

Staff solicited proposals for building plan review support services through the MRSC Roster. Based on previous experience with the City, qualifications of the staff and the ability to meet individual project timelines, Clarity Consulting Engineers was selected for this contract.

Background:
The City's intent is to minimize response time and improve customer service by supplementing in-house staff with consulting services on an as-needed basis. Building plan review is required for permitting when any owner or authorized agent intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure. The City relies on contract plan examiners to complete building plan reviews in periods of workload surges beyond the capacity of our 2.0 full time employee Plans Examiner positions.

The scope of work for this contract includes structural review, architectural review, energy review, barrier free accessibility review, mechanical review, plumbing review and electronic plan review. Staff will work with the selected firm on a project-by-project basis to determine the types of services required for each project.

Evaluation Process

In response to the Request for Qualifications sent to qualified firms listed on MRSC roster on October 3, 2016, the City received six proposals. The proposals were evaluated based on services offered, management and team experience, the ability to meet deadlines and references. After an extensive evaluation, discussion and confirmation with the consultant on availability, Clarity Consulting Engineers was selected as the building plan review consultant.

Financial Impact:

$120,000 is allocated in the 2017-2018 Community Development Building Professional Services budget for building plan review support services. This contract will include independently authorized task orders with no guarantee that the full contract amount will be needed or expended. The contract duration is for two years and will not exceed $120,000.

Recommended Motion:

Authorize the City Manager to execute a two-year contract in the amount of $120,000 with Clarity Consulting Engineers for building plan review support services.

Exhibit 1

ATTACHMENT A

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Clarity Consulting Engineers

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

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

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

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

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

2. Compensation and Method of Payment. The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

_X_ According to the rates set forth in Exhibit "D"

_X_ A sum not to exceed $120,000

___ Other (describe):

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

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2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

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Consultant shall maintain the following insurance limits:

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of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

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

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

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

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

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

Company Name	Clarity Consulting Engineers
Contact Name	Hoyt Jeter
Street Address	P.O. Box 523
City, State Zip	Olalla, WA 98359
Phone Number	206-356-7790
Email	hoyt@clarityconsultingengineers.com

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

The 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."

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By:_____
Print Name: __ _____	Print Name: Hoyt D Jeter
Title:_____	Title: President
Date:_____	Date: 11/30/16

Revised 6/2016

Exhibit 1

Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

EXHIBIT A – SCOPE OF SERVICES

Building Plan Review Support Services

General Scope of Work

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

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

Full Plan Review: Upon request by the City, the Consultant shall review all contract documents which consist of plans, specifications and engineering data to determine whether the items comply with all applicable ordinances and state building code; in addition, all local codes and regulation required by the city. The Consultant shall issue a formal written document for each set of plans reviewed.

Partial Plan review: Upon request by the City, the Consultant shall review partial elements of contract documents which consist of plans, specifications and engineering data to determine whether the items comply with all applicable ordinances and state building codes; in addition to, all local codes and regulation required by the city. Contract documents may consist of the items listed below. The definitions of a partial plan review is the review of any one of these items or selected multiple items.

- Structural Review
- Architectural Review (Ordinance and Barrier Free)
- Energy Review
- Barrier Free Accessibility Review
- Fire Suppression Review
- Mechanical Review
- Plumbing Review
- Fire Alarm Review

The Consultant shall provide maximum of two rechecks without additional fees.

Additional Reviews: The Consultant shall perform additional reviews beyond (2) rechecks when authorized by the City, at an hourly rate as described in **Exhibit D**.

Miscellaneous Engineering: Upon request of the city the Consultant shall provide miscellaneous engineering services, at an hourly rate as described in **Exhibit D,** but shall not exceed an agreed amount.

Inspection: Upon request by the City, the Consultant shall inspect all structures as defined by the permitted documents on an hourly basis as described **Exhibit D**.

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

Authorization of Work

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

1. Task Order title (project name)
2. Technical approach to the task (if complex enough to require this)
3. Specific deliverables

4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

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

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

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

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

X Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: 81-0874766

Social Security No.: _____

Print Name: Hoyt D Jeter

Title: President

Business Name: Clarity Consulting Engineers

Business Address: PO BOX 523, Olalla WA 98359

Business Phone: 206-356-7790

11/30/16

Date

Authorized Signature (Required)

Exhibit 1

EXHIBIT D

Compensation

Commercial/Multi-Family Non-Structural Fire/Life Safety *and* Structural review only:

Valuation of Construction	Clarity Consulting Plan Review Fee **(% of Building Department Plan review fee)**	Hourly rate (Reviews in excess of 2)
$1 to $500,000	75%	$110
$500,001 to $2,500,000	65%	$110
$2,500,001 and above	55%	$110

Commercial/Multi-Family Non-Structural, Fire/Life Safety, Mechanical, LEED, Plumbing *or* Structural review only

Valuation of Construction	Clarity Consulting Plan Review Fee **(% of Building Department Plan review fee)**	Hourly rate (Reviews in excess of 2)
$1 to $500,000	60%	$110
$500,001 to $2,500,000	50%	$110
$2,500,001 and above	45%	$110

Single Family Residence Full or Partial Review

Type of Review	Clarity Consulting Plan Review Fee **(% of Building Department Permit Fee)**	Hourly rate (Reviews in Excess of 2)
Full Review	60%	$110
Structural Only	45%	$110
Partial Review	45%	$110

Fire Suppression and/or fire alarm review is based on hourly fees at a rate of $110 per hour.

The Consultant shall provide maximum of two rechecks without any additional fees.

The above fees include all labor, material and expenses required for completion of these service

Hourly Rate Schedule

Personnel Description	Hourly Billing Rates
Professional Engineer	$110
Architect	$110
Certified Code Review Personnel	$100
Fire Protection Engineer	$110
Certified Inspector	$85
Electrical Specialty	$95
Permit Technician	$60
Administration Support	$45

If prevailing wages are required on a project, then CCE's rates will be adjusted to accommodate prevailing rate payroll rules.

In addition, CCE's rates will be adjusted to accommodate for overtime, evening and night shift premiums with authorization by the City

Personal vehicles for inspections, shall be billed the mileage at the standard federal rate. The mileage shall only be from the city hall to the site for inspections.

Invoicing

Invoices shall be submitted on a monthly basis with all supporting documents required by the City and the Consultant.

Invoices shall be submitted electronically to the City by the 5th day of each month.

The City shall notify the Consultant of any discrepancy, and the Consultant shall correct accordingly.

Invoices shall be paid within a maximum of 30 days of receipt, unless agreed differently by the City and Consultant.

Turn-around Time

Single Family Residence

First Review	**8 Working Days**
Recheck Reviews	**5 Working Days**

Commercial, Industrial and Multi-Family

Under 5 Million Dollars in Valuation

First Review	**15 Working Days**
Recheck Reviews	**10 Working Days**

Commercial, Industrial and Multi-Family

Over 5 Million Dollars in Valuation

First Review	**20 Working Days**
Recheck Reviews	**15 Working Days**

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/6/2016

Originating Department: Community Development

Clearances:

- ☑ Attorney
- ☑ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☐ Public Works
- ☑ City Manager
- ☐ Parks & Recreation

Subject: Consultant contract for environmental review support services.

Action Required: Authorize the City Manager to execute a two-year contract with The Watershed Company for environmental review support services in the amount of $130,000.

Exhibits: 1. Contract

Budget: $280,000 is allocated in the 2017-2018 Community Development Department budget for Planning Professional Services.

Summary Statement:
This is a two-year contract with The Watershed Company to provide environmental review support services on an as-needed basis. This contract will assist staff with development review and policy analysis in accordance with City's critical area regulations.

Staff solicited proposals for environmental review support services through the MRSC Roster. Based on the scope of services offered, qualifications of the staff and the ability to meet individual project timelines, The Watershed Company was selected for this contract.

Background:
Environmental review support services are required for a number of projects, including assisting staff with review of building and land use permits. Utilizing an environmental firm through a consulting contract provides access to these specialized services when needed in an efficient manner. Based on the success of previous contracts and the ongoing need for these services, staff believe that contracting with an environmental consulting firm is the best solution. Furthermore, to avoid the potential for a conflict of interest during development review, an additional contract is being proposed for a total of two environmental review support services contracts.

The scope of work for this contract includes evaluation and peer review of development proposals, field assessments, critical area and habitat assessment reports, geotechnical reports, delineations, mitigation plans, SEPA checklists and to provide additional review and analysis as requested by the City.

Evaluation Process

In response to the Request for Proposals sent to qualified firms listed on MRSC roster on October 3, 2016, the City received eleven proposals. The proposals were evaluated based on services offered, management and team experience, the ability to meet deadlines and references. After an extensive evaluation, discussion and confirmation with the consultant on availability, The Watershed Company was selected as one of two consultant firms to receive an environmental support services consultant contract.

Financial Impact:

$180,000 is allocated in the 2017-2018 Community Development Planning Professional Services budget for environmental review support services, which will be divided between two consultant contracts. This contract will include independently authorized task orders with no guarantee that the full contract amount will be needed or expended. The contract duration is for two years and will not exceed $130,000.

Recommended Motion:

Authorize the City Manager to execute a contract in the amount of $130,000 with The Watershed Company for environmental review support services.

Exhibit 1

ATTACHMENT A

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: The Watershed Company

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

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

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

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

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

2. Compensation and Method of Payment. The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

_X_ According to the rates set forth in Exhibit "D"

_X_ A sum not to exceed $130,000

___ Other (describe):

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. Indemnification. 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 reasonable attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent

jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. Termination.

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

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

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

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

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

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

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

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and

obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

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

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

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

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

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

Company Name	The Watershed Company
Contact Name	Nell Lund, PWS
Street Address	750 6th Street South
City, State Zip	Kirkland, WA 98033
Phone Number	425-822-5242
Email	nlund@watershedco.com

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

The 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."

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By: Hugh Mortensen
Print Name: _____	Print Name: Hugh Mortensen
Title:_____	Title: President
Date:_____	Date: Dec 1, 2016
Attest/Authenticated:	Approved As To Form:

Revised 6/2016

Exhibit 1

City Clerk	City Attorney

Exhibit 1

EXHIBIT A – SCOPE OF SERVICES

Environmental Review Support Services

General Scope of Work

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

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

Scope of Services

The following section describes a general summary of services to be rendered.

Summary of Services

1. Site assessments to determine the presence/absence of streams, lakes, wetlands, fish and wildlife habitat conservation areas, and geologically hazardous areas under City of Sammamish jurisdiction, as defined by SMC 21A.15.254.
2. Evaluation of development proposals in areas where Critical Areas or other sensitive features exist.
3. Office review, field assessment, and verification of environmental documentation submitted in support of development proposals for compliance with critical areas and other development regulations including, but not limited to, critical areas reports, wetland delineation reports, stream assessments, ordinary high water delineation reports, habitat assessment reports, vegetation management plans, tree risk assessments, tree retention plans, arborist reports, FEMA BIOP habitat compliance reports, shoreline no net loss reports, geotechnical reports, wetland hydro period reports, mitigation plans, and SEPA checklists.
4. Providing a timely, accurate, and detailed response to unexpected as well as regularly scheduled requests for service.
5. Working collaboratively in a regulatory environment with other agencies, interest groups, and permit applicants.
6. Attending project meetings, public hearings, and public meetings as requested by City staff.
7. Other review and analysis as requested by City staff.

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

Authorization of Work

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

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

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

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

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

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

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

✓ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: 91-1364393

Social Security No.: _____

Print Name: Hugh Mortensen

Title: President

Business Name: The Watershed Company

Business Address: 750 6th Street South, Kirkland, WA 98033

Business Phone: (425) 822-5242

Dec. 1, 2016
Date

Hugh Mortensen
Authorized Signature (Required)

THE WATERSHED COMPANY

SCIENCE & DESIGN

Fee Schedule

The Watershed Company		Hourly rates
Ed McCarthy, PE, PhD	Senior Water Resources Engineer	$170
Dan Nickel, MSc	Environmental Engineer	$165
Hugh Mortensen, PWS	Senior Ecologist	$165
Jennifer Creveling, PWS	Senior Biologist	$165
J. Kenny Booth, AICP	Senior Planner	$160
Sarah Sandstrom, MSc, CFP, PWS	Senior Fisheries Biologist	$145
Greg Johnston, EIT, CFP, MSc	Senior Fisheries Biologist	$140
Nell Lund, PWS	Ecologist	$130
Amber Mikluscak, PLA, GISP	Senior Landscape Architect/GIS Analyst	$125
Mark Daniel, AICP	Associate Planner/GIS Specialist	$120
J. Mike Foster, PWS, ISA Certified Arborist, TRAQ	Ecologist/Arborist	$115
Marina French, PLA	Landscape Architect	$115
Ryan Kahlo, PWS	Ecologist	$115
Tess Brandon, AICP	Environmental Planner	$110
Clover McIngalls, PWS	Environmental Planner	$105
Christi Hallman	Project Administrator	$100
Debra Kroeze	Accountant	$100
Logan McClish	Water Resource Specialist	$90
Amanda Jobmann	GIS Analyst/Environmental Scientist	$85

THE WATERSHED COMPANY

SCIENCE & DESIGN

Andy Noone	Assistant Planner	$85
Katy Crandall, WPIT, ISA Certified Arborist, TRAQ	Ecologist/Arborist	$85
Kyle Braun, ISA Certified Arborist, TRAQ	Landscape Designer/Arborist	$85
Lucas Vannice, ISA Certified Arborist, TRAQ	Landscape Designer/Arborist	$85
Rose Whitson, WPIT	Ecologist	$85
Anna Hoenig, WPIT	Ecologist	$80
Jasmine Palmer	Ecologist	$80
HWA Geosciences, Inc.		
JoLyn Gillie	Geotechnical Engineer	$140

**Rates for 2016 only; escalator clause for cost of living may apply in future years*

Acronym Key:

CFP = Certified Fisheries Professional as certified by the American Fisheries Society

ISA = International Society of Arboriculture

TRAQ = Tree Risk Assessment Qualification

PE = Professional Engineer

EIT = Engineer in Training

GIS = Geographic Information System

PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists

ASLA = American Society of Landscape Architects

PLA = State of Washington Professional Landscape Architect

AICP = American Institute of Certified Planners

MSc = Master of Science degree

GISP = GIS Professional

EXHIBIT D

THE WATERSHED COMPANY

SCIENCE & DESIGN

Direct Costs:

Auto Mileage	Maximum standard rate allowable by IRS
Reproduction	Black & White Printing ▪ $.10, 8 ½ x 11 ▪ $.20, 11x17 ▪ $.30, 12x18 Color Printing ▪ $1.00, 8 ½ x 11 ▪ $2.00, 11x17 ▪ $2.50, 12x18 Plotting ▪ $1.05, B&W Bond ▪ $1.18, Color Bond ▪ $12.18, B&W Glossy ▪ $13.76, Color Glossy Outside Reproduction ▪ At cost
Electrofishing Equipment Fee	$100.00 per day
Trimble Geo XH – GPS Equip Fee	$190.00 per day
Panasonic FZ-G1	$130.00 per day
Solomat Water Quality Testing Equipment Fee	$50.00 per day
YSI Salinity pH Meter	$50.00 per day
Other Direct Costs	At cost

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/6/2016

Originating Department: Community Development

Clearances:

- ☑ Attorney
- ☑ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☐ Public Works
- ☑ City Manager
- ☐ Parks & Recreation

Subject: Consultant contract for environmental review support services.

Action Required: Authorize the City Manager to execute a two-year contract with Environmental Science Associates (ESA) for environmental review support services in the amount of $50,000.

Exhibits: 1. Contract

Budget: $280,000 is allocated in the 2017-2018 Community Development Department budget for Planning Professional Services.

Summary Statement:
This is a two-year contract with ESA to provide environmental review support services on an as-needed basis. This contract will assist staff with development review and policy analysis in accordance with City's critical area regulations.

Staff solicited proposals for environmental review support services through the MRSC Roster. Based on the scope of services offered, qualifications of the staff and the ability to meet individual project timelines, ESA was selected for this contract.

Background:
Environmental review support services are required for a number of projects, including assisting staff with review of building and land use permits. Utilizing an environmental firm through a consulting contract provides access to these specialized services, when needed, in an efficient manner. Based on the success of previous contracts and the ongoing need for these services, staff believe that contracting with an environmental consulting firm is the best solution. Furthermore, to avoid the potential for a conflict of interest during development review, an additional contract is being proposed for a total of two environmental review support services contracts.

The scope of work for this contract includes evaluation and peer review of development proposals, field assessments, critical area and habitat assessment reports, geotechnical reports, delineations, mitigation plans, SEPA checklists and to provide additional review and analysis as requested by the City.

Evaluation Process

In response to the Request for Proposals sent to qualified firms listed on MRSC roster on October 3, 2016, the City received eleven proposals. The proposals were evaluated based on services offered, management and team experience, the ability to meet deadlines and references. After an extensive evaluation, discussion and confirmation with the consultant on availability, ESA was selected as one of two consultant firms to receive an environmental support services consultant contract.

Financial Impact:

$180,000 is allocated in the 2017-2018 Community Development Planning Professional Services budget for environmental review support services, which will be divided between two consultant contracts. This contract will include independently authorized task orders with no guarantee that the full contract amount will be needed or expended. The contract duration is for two years and will not exceed $50,000.

Recommended Motion:

Authorize the City Manager to execute a contract in the amount of $50,000 with ESA for environmental review support services.

Exhibit 1

ATTACHMENT A

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Environmental Science Associates (ESA)

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

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

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

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

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

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

   The City shall pay Consultant:

   [Check applicable method of payment]

   _X_ According to the rates set forth in Exhibit "D"

   _X_ A sum not to exceed $50,000

   ___ Other (describe):

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not. The City acknowledges that its use of such documents for any purpose other than the project for which they were created is at the City's own risk.

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

6. **Indemnification.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement,

except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. Termination.

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

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

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

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

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

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

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

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and

obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

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

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

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

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

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

Company Name	Environmental Science Associates (ESA)
Contact Name	Aaron Booy, CFM
Street Address	5309 Shilshole Avenue NW, Suite 200
City, State Zip	Seattle, WA 98107
Phone Number	206-789-9658
Email	abooy@esassoc.com

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

The 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."

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By: Teresa H. Vanderburg
Print Name: _____	Print Name: Teresa H. Vanderburg
Title:_____	Title: Vice President
Date:_____	Date: 12/01/2016
Attest/Authenticated:	Approved As To Form:

City Clerk

City Attorney

Exhibit 1

EXHIBIT A – SCOPE OF SERVICES

Environmental Review Support Services

General Scope of Work

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

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

Scope of Work

This Scope of Services is provided for Environmental Review Support Services for the City of Sammamish (City). Upon request of the City of Sammamish, Environmental Science Associates (ESA) shall provide environmental review support services to the City that may include the following or similar tasks:

1. Site assessments to determine the presence/absence of Critical Areas as defined by SMC 21A.15.254.
2. Evaluation of development proposals in areas where Critical Areas or other environmentally sensitive features exist.
3. Office review, field assessment, and verification of environmental documentation submitted in support of development proposals for compliance with critical areas and other development regulations including, but not limited to: critical areas reports, wetland delineation reports, stream assessments, ordinary high water delineation reports, habitat assessment reports, FEMA NFIP BiOp habitat compliance reports, shoreline no net loss reports, geotechnical reports, wetland hydro period reports, mitigation plans, and SEPA checklists.
4. Providing a timely, accurate, and detailed response to unexpected as well as regularly scheduled requests for service, consistent with agreed upon task schedules.
5. Working collaboratively on behalf of City staff in a regulatory environment with other agencies, interest groups, and permit applicants.
6. Attending project meetings, public hearings, and public meetings as requested by City staff.
7. Other review and analysis as requested by City staff.

ESA may propose use of Robinson Noble, Inc. and/or Tree Solutions, Inc. to provide subcontractor support for specific task requests. Robinson Noble will provide geotechnical, hydrological, and other technical support related to steep slopes, landslide hazard or hydrogeology. Tree Solutions will provide support related to tree health, tree removal or arborist-related services.

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

Authorization of Work

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

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

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

Exhibit 1

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

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

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

✓ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: 94-1698350

Social Security No.: _____

Print Name: Cynthia Pham

Title: Sr. Accountant

Business Name: ESA

Business Address: 5309 Shilshole Ave NW, Ste 200 Seattle, WA 98107

Business Phone: 206-789-9658

12/1/14
Date

Cynthia Pham
Authorized Signature (Required)

ESA

Project Title: Sammamish Environmental On-Call 2017-2018
Date: 22-Nov-16

Schedule of Rates and Charges, effective January 1, 2017

ESA Billing Classification	**Key Project Staff** and *Support Staff*	**ESA Billing Rate**
Senior Director	**Teresa Vanderburg**	$170.00
Director I/II	*Jim Keany*	$165.00
Senior Managing Associate	*Ann Root; Lisa Adolfson*	$157.50
Managing / Technical Associate II	*Michael Muscari; Pete Lawson; Ilon Logan*	$150.00
Managing / Technical Associate I		$140.00
Senior Associate II	**Aaron Booy, Adam Merrill**	$130.00
Senior Associate I	**Scott Olmsted**; *Malia Bassett*	$122.50
Design / Graphics	*Jonny Kemp (GIS)*	$105.00
Associate III	**Jessica Redman**	$115.00
Associate II	**Tobin Story**	$95.00
Associate I	**Christina Hersum, Brooke Benson**	$85.00
Administrative / Graphics	*Cynthia Pham; Kelly Wade*	$95.00
Clerical		$80.00

Direct Expenses	**Rate**
Mileage	Federal rate (currently $0.54 per mile)
Trimble GPS	$25 per day

ESA

Project Title: Sammamish Environmental On-Call 2017-2018
Date: 22-Nov-16

Schedule of Subconsultant Rates and Charges, effective January 1, 2017

Robinson Noble Billing Classification	Key Project Staff	RN Billing Rate
Senior Hydrogeologist	**Max Willis**	$170.00
Senior Project Engineer	**Barbara Gallagher**	$165.00

Tree Solutions Billing Classification	Key Project Staff	TS Billing Rate
Certified Arborist	**Katie Hogan**	$110.00

Subconsultant Direct Expenses	Rate
Mileage	Federal rate (currently $0.54 per mile)
Trimble GPS	$75 per day

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/6/2016

Originating Department: Community Development

Clearances:

- ☑ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☑ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: Consultant contract for development review support services.

Action Required: Authorize the City Manager to execute a two-year contract with Otak, Inc. for development review support services in the amount of $120,000.

Exhibits: 1. Contract

Budget: $300,000 is allocated in the 2017-2018 Non-Departmental budget for Professional Services and $280,000 is allocated in the Community Development Department budget for Planning Professional Services.

Summary Statement:
This is a two-year contract with Otak, Inc. to provide development review on an as needed basis. This contract will provide services related to review and analysis of development proposals and applications, including Town Center projects, to determine compliance with adopted City plans, polices and regulations.

Staff reviewed Statements of Qualifications (SOQ) from five firms listed on the MRSC Roster. Based on their work with projects of similar nature, the experience and qualifications of their staff, familiarity with Sammamish and the ability to meet individual project timelines, Otak, Inc. was selected for this contract.

Background:
The City's intent is to minimize response time and improve customer service by supplementing in-house staff with consulting services on an as-needed basis. Development review is required for all land use and building permit applications. The City relies on these consulting services to complete development reviews in periods where the workload surges beyond the capacity of our planning staff.

The scope of work for this contract includes providing support services to inform and advise development review of project applications; providing thorough analysis to determine compliance with adopted City plans, polices and regulations; providing recommendations for improvements to strengthen proposals' effectiveness at meeting the community's vision and expectations; attending pre-application conferences, project meetings, public hearings, open houses and providing additional tasks as need to support implementation of the City's code and standards for urban and commercial

development review. Staff will work with the selected firm on a project-by-project basis to determine the types of services required for each project.

Evaluation Process

SOQ's were evaluated based on services offered, management and team experience, the ability to meet deadlines and references. After an extensive evaluation, discussion and confirmation with the consultant on availability, Otak Inc. was selected as the development review consultant.

Financial Impact:

Funds are allocated in the 2017-2018 General Fund to support this contract and are summarized below;

Community Development Department Budget Planning Professional Services (001-058-558-60-41-02)	$40,000
Non-Departmental Budget Professional Services - Consulting (001-090-558-70-41-00)	$80,000
Total Allocation	$120,000

This contract will include independently authorized task orders with no guarantee that the full contract amount will be needed or expended. The contract duration is for two years and will not exceed $120,000.

Recommended Motion:

Authorize the City Manager to execute a two-year contract in the amount of $120,000 with Otak Inc. for development review support services.

Exhibit 1

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Otak, Inc.

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

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

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

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

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

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

_X_ According to the rates set forth in Exhibit "D"

_X_ A sum not to exceed $120,000

_X_ Other (describe): An escalation rate of up to 4% will be applied to hourly rates beginning in April of 2017 and an additional 4% in April of 2018 to compensate for estimated annual pay increases.

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** Consultant shall defend, indemnify and hold the City, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The Consultant shall not use or permit the use of any volunteers in completing the services under this agreement. 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, and employees, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

7. **Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

Exhibit 1

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. **Record Keeping and Reporting.**

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

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

Company Name	Otak, Inc.
Contact Name	Mandi Roberts, Principal
Street Address	11241 Willows Road NE, Suite 200
City, State Zip	Redmond, WA 98052
Phone Number	206.949.2741
Email	Mandi.Roberts@otak.com

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

The 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."

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By:_____
Print Name: Jeffrey B. Thomas	Print Name: Mandi Roberts
Title: Director of Community Development	Title: Principal, Otak, Inc.
Date:_____	Date: December 7, 2016
Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

Exhibit 1

EXHIBIT A – SCOPE OF SERVICES

Development and Design Review Services and Technical Support to the City

General Scope of Work
The work under this AGREEMENT shall consist of performing services related to development and design review and providing technical support herein defined and necessary to accomplish individual tasks (Task Orders) issued by the City of Sammamish. The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the documents and other deliverable item(s) requested by the CITY.

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

- Support services to inform and advise development review of development proposals and applications.
- Provision of thorough analysis to determine compliance with the adopted City plans, policies and regulations
- Development review and through analysis of applications in the Town Center Sub Area to determine compliance with Town Center Plan, Town Center Infrastructure Plan, and Town Center regulations
- Recommendations for improvements to strengthen proposals' effectiveness at meeting the community's vision and expectations
- Development of design review guidelines for proposed Town Center Development that implement Town Center policies, goals, and objectives
- Attendance of and support to pre-application conferences, project meetings, public hearings, public meetings, and open houses
- Additional tasks as need to support implementation of the city's code and standards for urban and commercial development review
- Other related work and technical support that may be requested by the CITY to support design and development review citywide.

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

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

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

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

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

Exhibit 1

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

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

X___ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: 91-1324129

Social Security No.: Not applicable

Print Name: Otak, Inc.

Title: Attn: Mandi Roberts, Principal

Business Address: 11241 Willows Road NE, Suite 200, Redmond, WA 98052

Business Phone: Main Office: 425.822.4446; Mandi Roberts Mobile: 206.949.2741
Mandi Roberts Desk: 425.250.5369; FAX 425.827.9577
Mandi Roberts Email: Mandi.Roberts@otak.com

_____ _____

Date Authorized Signature (Required)

Exhibit 1

EXHIBIT D – SCHEDULE OF HOURLY RATES

On-Call Development and Design Review Services and Technical Support to the City

COST INFORMATION
BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES
Otak, Inc.

DIRECT LABOR COSTS

Classification	Direct Salary Rate		Overhead 177.27%		Fee 10.00%		Billing Rate	
(Examples)	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
PIC/Sr. PM Architecture	$57.69	$63.11	$102.27	$111.87	$5.77	$6.31	$165.73	$181.28
Sr. PM - Architecture	$50.00	$52.88	$88.64	$93.74	$5.00	$5.29	$143.64	$151.91
Architect III	$35.58	$43.00	$63.07	$76.22	$3.56	$4.30	$102.21	$123.52
Architect II	$33.17	$35.00	$58.80	$62.04	$3.32	$3.50	$95.29	$100.54
Architect I	$31.25	$32.81	$55.40	$58.17	$3.13	$3.28	$89.77	$94.26
Project Manager- Design	$37.98	$42.00	$67.33	$74.45	$3.80	$4.20	$109.11	$120.65
Architectural Technician III	$27.16	$28.52	$48.15	$50.55	$2.72	$2.85	$78.02	$81.92
Architectural Technician II	$24.04	$28.35	$42.62	$50.26	$2.40	$2.84	$69.06	$81.44
Architectural Technician I	$20.19	$24.22	$35.79	$42.94	$2.02	$2.42	$58.00	$69.59
Sr. PIC/Sr. PM Civil	$64.90	$78.25	$115.05	$138.71	$6.49	$7.82	$186.44	$224.78
PIC/Sr. Project Manager Civil	$60.10	$68.15	$106.54	$120.80	$6.01	$6.81	$172.65	$195.76
Civil Engineer X	$55.77	$59.06	$98.86	$104.70	$5.58	$5.91	$160.21	$169.67
Civil Engineer IX	$52.98	$58.10	$93.92	$102.99	$5.30	$5.81	$152.20	$166.89
Civil Engineer VIII	$46.00	$53.00	$81.54	$93.96	$4.60	$5.30	$132.14	$152.26
Civil Engineer VII	$45.00	$47.51	$79.77	$84.23	$4.50	$4.75	$129.27	$136.49
Civil Engineer VI	$41.14	$44.63	$72.93	$79.11	$4.11	$4.46	$118.18	$128.19
Civil Engineer V	$39.28	$42.91	$69.63	$76.07	$3.93	$4.29	$112.84	$123.28
Civil Engineer IV	$36.06	$37.86	$63.92	$67.12	$3.61	$3.79	$103.59	$108.77
Civil Engineer III	$32.93	$36.44	$58.38	$64.59	$3.29	$3.64	$94.60	$104.67
Civil Engineer II	$29.00	$31.70	$51.41	$56.19	$2.90	$3.17	$83.31	$91.06
Civil Engineer I	$25.75	$30.29	$45.65	$53.70	$2.58	$3.03	$73.97	$87.02
Engineering Designer IV	$31.50	$36.35	$55.84	$64.44	$3.15	$3.64	$90.49	$104.43
Engineering Designer III	$27.26	$30.29	$48.32	$53.70	$2.73	$3.03	$78.31	$87.02
Engineering Designer II	$25.00	$27.26	$44.32	$48.32	$2.50	$2.73	$71.82	$78.30
Engineering Designer I	$22.84	$24.23	$40.49	$42.96	$2.28	$2.42	$65.61	$69.62
Engineering Technician VI	$33.99	$35.69	$60.25	$63.27	$3.40	$3.57	$97.64	$102.53
Engineering Technician V	$29.42	$34.32	$52.15	$60.85	$2.94	$3.43	$84.51	$98.60
Engineering Technician IV	$26.44	$29.48	$46.87	$52.27	$2.64	$2.95	$75.95	$84.70
Engineering Technician III	$25.00	$26.00	$44.32	$46.09	$2.50	$2.60	$71.82	$74.68
Engineering Technician II	$21.32	$23.10	$37.79	$40.95	$2.13	$2.31	$61.25	$66.36
Engineering Technician I	$18.50	$23.10	$32.79	$40.95	$1.85	$2.31	$53.14	$66.36
Field Representative	$35.00	$49.35	$62.04	$87.48	$3.50	$4.94	$100.54	$141.77
Sr. PIC/Sr. PM LA/Master Planner	$59.00	$73.20	$104.59	$129.75	$5.90	$7.32	$169.49	$210.27
PIC/Sr. PM LA/Master Planner	$52.40	$56.29	$92.89	$99.79	$5.24	$5.63	$150.53	$161.71
Landscape Architect V	$37.50	$40.38	$66.48	$71.59	$3.75	$4.04	$107.73	$116.01
Landscape Architect IV	$34.13	$37.86	$60.50	$67.12	$3.41	$3.79	$98.05	$108.77
Landscape Architect III	$31.25	$35.33	$55.40	$62.63	$3.13	$3.53	$89.77	$101.50
Landscape Architect II	$23.75	$30.29	$42.10	$53.70	$2.38	$3.03	$68.23	$87.02
Landscape Technician III	$24.04	$32.81	$42.62	$58.17	$2.40	$3.28	$69.06	$94.26
Landscape Technician II	$22.60	$24.23	$40.06	$42.96	$2.26	$2.42	$64.92	$69.62
Landscape Technician I	$20.00	$22.71	$35.45	$40.26	$2.00	$2.27	$57.45	$65.24
Urban Designer V	$52.88	$55.52	$93.74	$98.43	$5.29	$5.55	$151.91	$159.50
Urban Designer IV	$43.27	$48.87	$76.70	$86.63	$4.33	$4.89	$124.30	$140.38
Urban Designer II	$32.02	$40.38	$56.76	$71.59	$3.20	$4.04	$91.98	$116.01
Graphics Specialist	$27.47	$30.29	$48.70	$53.70	$2.75	$3.03	$78.91	$87.02
Sr. Proj. Mgr. - Planner II	$55.29	$62.10	$98.01	$110.08	$5.53	$6.21	$158.83	$178.39

Exhibit 1

COST INFORMATION
BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES
Otak, Inc.

DIRECT LABOR COSTS

Classification	Direct Salary Rate		Overhead		Fee		Billing Rate	
			177.27%		10.00%			
(Examples)	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Sr. Proj. Mgr. - Planner I	$46.88	$54.60	$83.10	$96.79	$4.69	$5.46	$134.67	$156.85
Planner III	$40.87	$44.63	$72.45	$79.11	$4.09	$4.46	$117.41	$128.19
Planner II	$28.85	$37.86	$51.14	$67.12	$2.89	$3.79	$82.88	$108.77
Planner I	$26.44	$27.76	$46.87	$49.21	$2.64	$2.78	$75.95	$79.75
Planner Associate III	$23.08	$28.77	$40.91	$51.00	$2.31	$2.88	$66.30	$82.65
Planner Associate II	$21.15	$22.21	$37.49	$39.37	$2.12	$2.22	$60.76	$63.80
Planner Associate I	$20.19	$21.53	$35.79	$38.16	$2.02	$2.15	$58.00	$61.83
Sr. GIS Specialist Planner	$29.71	$31.20	$52.67	$55.30	$2.97	$3.12	$85.35	$89.62
Scientist IV	$38.82	$43.92	$68.82	$77.86	$3.88	$4.39	$111.52	$126.17
Scientist III	$36.40	$42.41	$64.53	$75.18	$3.64	$4.24	$104.57	$121.83
Scientist II	$25.00	$26.25	$44.32	$46.53	$2.50	$2.63	$71.82	$75.41
Scientist I	$20.80	$21.84	$36.87	$38.72	$2.08	$2.18	$59.75	$62.74
PIC/PLS - Sr. Manager	$58.41	$68.15	$103.54	$120.80	$5.84	$6.81	$167.79	$195.76
PLS Sr. Manager	$40.14	$51.49	$71.16	$91.28	$4.01	$5.15	$115.31	$147.92
PLS Project Manager	$38.00	$39.90	$67.36	$70.73	$3.80	$3.99	$109.16	$114.62
Sr. Professional Land Surveyor	$33.65	$38.87	$59.65	$68.91	$3.37	$3.89	$96.67	$111.66
Professional Land Surveyor	$28.38	$31.50	$50.31	$55.84	$2.84	$3.15	$81.53	$90.49
Survey Technician	$27.50	$32.55	$48.75	$57.70	$2.75	$3.26	$79.00	$93.51
Survey Tech II, Sr. Field Party Chief	$23.00	$29.40	$40.77	$52.12	$2.30	$2.94	$66.07	$84.46
Sr. Field Survey Technician II	$22.00	$27.30	$39.00	$48.39	$2.20	$2.73	$63.20	$78.42
Sr. Field Survey Technician I	$19.50	$22.05	$34.57	$39.09	$1.95	$2.21	$56.02	$63.34
Field Survey Tech	$15.50	$18.90	$27.48	$33.50	$1.55	$1.89	$44.53	$54.29
Project Administrative Assistant	$22.74	$23.88	$40.31	$42.33	$2.27	$2.39	$65.33	$68.59
Contract Administrator	$27.03	$28.38	$47.92	$50.31	$2.70	$2.84	$77.65	$81.53

Note:
All travel will be billed per WSDOT Travel Regulations;
All sub-consultant costs and direct reimbursables will be at cost with no mark-ups; and
The max. rates include 5% escalation.

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/6/2016

Originating Department: Community Development

Clearances:

- ☑ Attorney
- ☑ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☑ Public Works
- ☑ City Manager
- ☑ Parks & Recreation

Subject: Consultant contract for Town Center design and engineering support services.

Action Required: Authorize the City Manager to execute a two-year contract with KPG for Town Center engineering and design support services in the amount of $470,000.

Exhibits: 1. Contract

Budget: Funds are allocated in the 2017-2018 Budget to support this work. This includes $300,000 in the Non-Departmental Budget for Professional Services, $550,000 in the Parks CIP for the Lower Commons Permanent Restroom and $1,900,000 in the Parks CIP for Future Town Center Park Projects.

Summary Statement:

This is a contract with KPG to provide design and engineering support services on an as-needed basis for the Sammamish Town Center. The project scope includes developing a strategic communications plan, assisting with street, infrastructure, trail and open space planning, providing preliminary regional stormwater analysis, updating the Lower Commons Master Plan, providing design support for a restroom building in the Lower Commons and advising programming goals and activities as they relate to and define development of the future "Green Spine."

The City received three proposals in response to the Request for Qualifications (RFQ) that was published on June 30, 2016. The proposals were evaluated based on criteria outlined in the RFQ and all three firms were invited to interview on August 29, 2016.

Each interview lasted for an hour and included an introduction of the firm, a presentation given by the design team and an opportunity to address the interview panel's questions. At the conclusion of the interviews, the firm's performance was discussed and ranked. Reference checks were completed and KPG was identified as the top firm. Based on the quality of KPG's previous design and engineering work, their experience with Town Center projects, the qualifications of their staff and the ability to meet project deadlines, KPG was selected for the Town Center design and engineering support services contract.

Background:
The Town Center plan was adopted in 2008, with implementing regulations adopted in late 2010 and early 2011. During the Town Center planning process, there was extensive public outreach and participation, including more than 30 public meetings, open houses, surveys, design charrettes and other public input opportunities.

In late March and early April 2016, the staff met with the City Council in small groups to provide an update on Town Center development. The intent of these meetings was to discuss the current "opportunities and challenges" facing the City as Town Center development progresses.

As an outcome of these meetings, a list of short, moderate and long term strategies were identified. City Council directed Staff to proceed with implementation of the short term strategies, which included selecting and hiring a design and engineering consultant to help inform Town Center strategies.

The scope of work for this contract includes providing support services for the tasks listed below as well as an estimated budget to complete the work.

Description	**Budget Estimate**
Strategic Communication Plan • Assist the City in developing a communication plan to help inform citizens of Town Center development and facilitate community outreach and meetings.	$20,000
Street and Infrastructure Planning • Provide design review and analysis of proposed roadway alignments, control points and motorized and non-motorized multi-modal urban infrastructure elements. • Assist with the development of streetscape design standards that reflect the goals and policies of the Town Center Plan.	$110,000
Preliminary Regional Stormwater Analysis • Provide a thorough analysis and compliance of stormwater design proposals with City regulations and applicable King County Surface Water Design Manual. • Provide recommendations for improvements to strengthen regional stormwater proposals effectiveness at meeting the community's vision and expectations. • Advise the City to help determine the feasibility of regional stormwater facilities within the Town Center and provide recommendations and strategies to help plan for, design and implement these facilities to support Town Center Development.	$90,000
Park Planning for Lower Sammamish Commons Park • Provide a Master Plan update for the Lower Sammamish Commons Park. • Provide design support for the Lower Sammamish Commons Restroom.	$200,000
Open Space and Trail Planning • Advise programming goals and activities to define what the Green Spine, adjacent streets and land use interface vision will include. • Advise the City of potential non-motorized/trail projects and connections along Green Spine and throughout Town Center.	$50,000
Total	**$470,000**

Financial Impact:
Funds are allocated in the 2017-2018 Budget to support this contract and are summarized below;

Non-Departmental Budget (General Fund):	
Professional Services - Consulting (001-090-558-70-41-00)	$220,000
Parks CIP:	
Lower Commons Restroom (302-367-594-76-63-00)	$50,000
Future Town Center Projects (302-372-594-76-63-00)	$200,000
Total	**$470,000**

This contract will include independently authorized task orders with no guarantee that the full contract amount will be needed or expended. The contract duration is for two years and is for a not-to-exceed amount of $470,000.

Recommended Motion:
Authorize the City Manager to execute a two-year contract for an amount not-to-exceed $470,000 with KPG for Town Center design and engineering support services.

Exhibit 1

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES
Consultant: KPG

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

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

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

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

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

2. **Compensation and Method of Payment**. The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

_X_ According to the rates set forth in Exhibit "D"

_X_ A sum not to exceed $470,000

___ Other (describe):

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost

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

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

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company Name	KPG
Contact Name	Paul Fuesel, PLA
Street Address	3131 Elliott Ave., Suite 400
City, State Zip	Seattle, WA 98121
Phone Number	206-286-1640
Email	fuesel@kpg.com

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

The 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."

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By: Paul Fuesel KPG
Print Name: Lyman Howard	Print Name: Paul Fuesel, PLA
Title: City Manager	Title: KPG Project Manager
Date:	Date: 12.7.16
Attest/Authenticated:	Approved As To Form:
_____ City Clerk	_____ City Attorney

Revised 6/2016

Exhibit 1

EXHIBIT A

Engineering and Related Design Services for Sammamish Town Center
Scope of Work

Introduction

The City of Sammamish has been planning and incrementally implementing the Sammamish Town Center vision for ten years. The vision is outlined in the Sammamish Town Center Plan (June 2008), the Sammamish Town Center Infrastructure Plan (2009), the Comprehensive Plan and other supporting documents. The City desires to have the Town Center develop to a high level of quality, reflect and be supported by the community and be implemented in a coordinated and integrated fashion.

General Scope of Work

The work under this AGREEMENT shall consist of performing services related to Engineering and Related Design Services in support of the Sammamish Town Center herein defined and necessary to accomplish individual tasks (Task Orders) issued by the City of Sammamish. The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the studies, plans, specifications, estimated, and other deliverable item(s) requested by the CITY.

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

1) Develop a Strategic Communication Plan
    a. Assist the City in developing a communication plan to help inform citizens of Town Center development.
    b. Facilitate community outreach and meetings.

2) Street and Infrastructure Planning
    a. Assess and analyze proposed roadway alignments, access control and design which will establish a network that will best fit the proposed Town Center Plan.
    b. Advise and support the incorporation of motorized and non-motorized multi-modal urban infrastructure elements.
    c. Develop streetscape design standards that reflect the goals and policies of the Town Center Plan.

3) Regional Stormwater Analysis
    a. Provide a thorough analysis and compliance of stormwater design proposals with city regulations and applicable KCSWDM.
    b. Provide recommendations for improvements to strengthen regional stormwater proposals effectiveness at meeting the community's vision and expectations.
    c. Advise the City to help determine the feasibility of regional stormwater facilities within the Town Center and provide recommendations and strategies to help plan for, design and implement these facilities to support Town Center Development.

4) Parks Planning for the Lower Sammamish Commons Park
    a. Provide a Master Plan update for the Lower Sammamish Commons Park
    b. Provide design for Lower Commons Restroom

5) Provide conceptual design and programming for open space in the Town Center
    a. Advise programming goals and activities to define what the Green Spine, adjacent streets and land use interface vision will include
    b. Advise the City of potential non-motorized/trail projects and connections along Green Spine and throughout Town Center.

6) Additional Support
    a. Attend and support pre-application conferences, coordination with the developer, coordination with other city and developer consultants, project meetings, public hearings, public meetings, public presentations, and open houses.
    b. Additional tasks as needed to support implementation of the city's code and standards for Town Center development.
    c. Other related work requested by the City.

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

Authorization of Work

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

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

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

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

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

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

_____ _____

Date Authorized Signature (Required)

Exhibit 1

EXHIBIT D

On Call Engineering and Related Design Services for Sammamish Town Center

2017 PROFESSIONAL AND ADMINISTRATIVE STAFF RATES*

KPG	
Principal	$250/hour
Project Manager	$168/hour
Senior Engineer	$176/hour
Senior Urban Designer/ Landscape Architect/Architect	$160/hour
Project Engineer	$115/hour
Project Urban Designer/ Landscape Architect/Arch	$108/hour
Transportation Planner	$129/hour
Traffic Engineer	$157/hour
Administrative	$90/hour

BERK	
Principal	$250/hour
Project Manager	$175/hour
Senior Associate	$150/hour
Associate	$125/hour
Administrative	$90/hour

SDA	
Principal	$ 161/hour
Project Manager	$ 142/hour
Senior Engineer	$ 142/hour
Project Engineer	$ 129/hour
Design Engineer	$ 113/hour
Technician	$ 88/hour
Administrative	$ 60/hour

Berger Partnership	
Principal	$185/hour
Associate	$145/hour
Project Manager	$120/hour
Landscape Architectural Staff	$95/hour
Administrative Staff	$70/hour

* Hourly rates will be adjusted on the fee schedule on a yearly basis.

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/18/2016

Originating Department: Parks and Recreation

Clearances:

- ☐ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☑ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: 2017 Contract for Custodial Services for Parks and Facilities.

Action Required: Authorize the City Manager to execute a contract with Top To Bottom Janitorial, Inc. to provide custodial services for city parks and facilities.

Exhibits:

1. Bid Tab
2. Contract with Scope of Work

Budget: Funds are allocated in the adopted 2017 Professional Services - Facilities budget and in the adopted 2017 Parks Resources Management - Professional Services budget for Custodial Services.

Summary Statement:

Custodial services for city parks and facilities are identified in the 2017-18 budget to be performed by contract.

Background:

A request for proposals (RFP) was issued on September 24, 2016 for custodial services for city parks and facilities. A total of two firms responded to the RFP. Top To Bottom Janitorial, Inc. was identified as the lowest responsible bidder.

In addition to the base contract, approval of a management reserve fund in the amount of $10,000 is being requested to cover additional custodial services that may be needed throughout the year. Additional custodial services may be required during heavy use (i.e. special events, vandalism, large spills, etc.). Additional custodial services are processed through a discretionary work form.

Financial Impact:

The requested authorization amount of $151,995 to provide custodial services for City parks and facilities plus a management reserve fund in the amount of $10,000 for a total not to exceed contract amount of $ 161,995.

Recommended Motion:

Authorize the City Manager to execute a contract with Top To Bottom Janitorial, Inc. to provide custodial services for all City Parks and Facilities for a total amount of $161,995.00.

Exhibit 1

SMALL PUBLIC WORKS SERVICE CONTRACT

Between:	City of Sammamish and Top to Bottom Janitorial Inc.
Project:	Custodial Services for City Parks and Facilities
Commencing:	January 1, 2017
Terminating:	December 31 2017
Amount:	$151,995.00 (note WSST does not apply to custodial services)

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Top to Bottom Janitorial Inc., (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Custodial Services for City Parks and Facilities and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

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

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

4. **Warranties/Guaranty**.

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

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

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

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

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

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

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

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

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

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. (Not Applicable)

☐ 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented**. If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

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

OR

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

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

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

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

10. Termination.

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

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

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

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

11. **Duration**. This contract may be renewed at the City's option for up to three (3) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. **Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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.

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

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

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

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

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

16. **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.

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

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

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

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

TO CITY:

City of Sammamish, and
Facilities Department

Contact Name: Andrey Polyanskiy <>

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: APolyanskiy@sammamish.us

TO CONTRACTOR:

Contractor:
Top to Bottom Janitorial Inc.

Contact Name: Greg Johnson

Street Address: PO Box 98644

City, State, Zip: Seattle, WA 98198

Phone: (206) 383-6444

Contact email: ttbji@comcast.net

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: Greg Johnson

Title: President

Date: 11-16-2016

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

1. Bid Schedule

Please provide a monthly breakdown for Custodial services at each park and facility, providing a total at the bottom. The price proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of the contract.

Beaver Lake Lodge	$ 1,250.00/mo
Beaver Lake Shop	$ 40.00
City Hall	$ 5,182.00
Maintenance and Operations Center	$ 1,896.00
Beaver Lake Park	$ 364.00
Beaver Lake Preserve	$ 300.00
East Sammamish Park	$ 364.00
Eastlake High School Community Sports Fields	$ 450.00
Ebright Creek Park	$ 364.00
Evans Creek Preserve I	$ 375.00
Evans Creek Preserve II	$ 300.00
Klahanie Park	$ 364.00
Pine Lake Park	$ 456.25
Sammamish Commons	$ 364.00
Sammamish Landing	$ 355.00
Skyline High School Community Sports Fields	$ 242.00

TOTAL PRICE **$ 12,666.25/mo.**

Hourly Rate for on-call services (available 24-hours per day) **$ 33.00/hr.**

EXHIBIT A

3.01 Scope of Services A.

Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform custodial maintenance services as specifically outlined in this section.

2. The vendor shall provide an adequate number of employees to meet or exceed the level of custodial services required by the contract and shall schedule work so that it does not disrupt the functions and normal day-to-day operations of City employees.

3. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.

4. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.

5. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:

    a. Require the vendor to rectify the deficiency within 24 hours, and/or;

    b. Collect liquidated damages as specified in the Contract.

6. The vendor shall provide on-call custodial services at a negotiated hourly rate 24-hours a day and guarantee a response time of no less than two (2) hours.

7. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.

8. Upon award of contract, the City shall complete a national criminal background check on each individual the vendor intends to use in the fulfillment of this contract, including supervisory personnel. The selected vendor shall provide to the City the information necessary to perform a background check on each individual. The vendor shall not

allow any employee, agent of the vendor, or other person under the vendor's control into City facilities unless that person has received a complete criminal background check and has been approved by the City.

a. The City shall have the authority to reject any employee of the vendor based on the results of the security and background checks.

b. The selected vendor should expect extensive background checks of those designated to service the Police Department and King County Sheriff's Office within City Hall.

9. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.

10. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.

11. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.

12. Smoking is <u>not permitted</u> in any City building or on City grounds.

13. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.

14. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in termination of the contract, in a reduction of payment and/or collection of damages as specified in the contract.

15. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).

16. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park or facility visitors from injury. It is the vendor's responsibility to provide close supervision of custodial maintenance operations and management of the work sites.

17. Incidents, altercations or accidents involving facility visitors, vendor employees or City employees shall be reported to the Contract Administrator in a timely manner. The

Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.

Work Schedule

18. The vendor shall establish a weekly work schedule for both the parks and the facilities. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed after the regularly scheduled time without notification and consent of the Contract Administrator.

19. The work schedule for PARKS is as follows:

    a. Work schedule September thru April for parks: Perform daily maintenance tasks between the hours of 6:00 pm and 7:00 am.

        i. Park and High School Sports Field gates and restrooms shall be unlocked and opened on weekends and holidays between the hours of 5:00 am and 7:00 am.

    b. Work schedule May thru August for parks: Perform daily maintenance tasks between the hours of 10:00 pm and 6:00 am.

        i. No gate and restroom opening required May thru August.

    c. Work schedule Year Round for High School Community Fields: Perform daily Maintenance Tasks between 6:00 am and 9:00 am.

    d. Custodial services in parks and facilities takes place 365 days a year and includes all holidays. Any exceptions to this work schedule will be agreed upon in advance by the Contract Administrator and the vendor. Holidays include, but are not limited to the following:

        1. New Year's Day
        2. Martin Luther King
        3. President's Day
        4. Easter
        5. Memorial Day
        6. Fourth of July
        7. Labor Day
        8. Thanksgiving
        9. Day after Thanksgiving
        10. Christmas

20. The work schedule for FACILITIES is as follows. Daily maintenance tasks may be performed at facilities during the following times:

    a. Beaver Lake Lodge: Between midnight and 6:00 am.

    b. Beaver Lake Maintenance Shop: Between 10:00 pm and 5:00 am.

    c. City Hall: Between 10:00 pm and 5:00 am.

    d. Maintenance and Operations Center: Between 10:00 pm to 5:00 am.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment, unless otherwise noted below, to perform custodial maintenance services described in this section and further described in the addendum.
2. The City shall provide the following supplies:

    a. All dispensable items to be refilled by the vendor (toilet paper, paper towels, soap, toilet seat covers and garbage can liners).

    b. A basic set of cleaning tools at all park restrooms.

    c. Hoses and access to water at all restroom facilities, with the exception of Evans Creek Preserve.

    d. Disinfectant solution.

3. The vendor shall follow the manufacturer's recommendations in the use of all cleaning products and solutions.

4. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.

5. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition. The vendor shall be solely responsible for the maintenance, upkeep, repair, and replacement of vendor owned equipment.

6. The vendor shall supply all cleaners, chemicals and the like for servicing the facilities as scheduled, unless otherwise noted herein. The cost of these vendor provided supplies shall be included as part of the prices quoted on the Proposal Form (Form #1).

7. The vendor shall supply all necessary data and meet requirements to comply with the State Chemical Hazard Right to Know Act.

8. The vendor shall provide Material Safety Data Sheets (MSDS) for all supplies stored at City facilities.

C. Waste/Materials Disposal

1. The vendor shall dispose of all refuse in City provided dumpsters. In no case shall unsuitable materials be disposed upon City property or any property contiguous thereto.

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

3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of hazardous waste material.

D. Maintenance Task I: Restrooms and Showers

1. Refill all soap dispensers.

2. Clean and disinfect all toilets, urinals, sinks and showers.

3. Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution.

4. Wash and dry all stainless steel fixtures and other bright work.

5. Clean mirrors.

6. Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush. Use squeegee to dry the floor.

7. Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately.

8. Replace paper towels, seat protectors, and toilet paper as needed.

9. Dust and clean counters and all other horizontal surfaces.

10. Clean all debris from interior restroom ceilings, light fixtures and vents.

11. Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.

12. Unclog drains, toilets, urinals and showers as needed.

13. Complete supplied checklist for tasks performed.

14. Report any fixture, dispenser, drain malfunction, burned out light bulbs or other problem to the Contract Administrator.

E. Maintenance Task II: Hard Surface Floor Work and Carpet Cleaning (Facilities Only)

1. All tasks in this section must be scheduled in advance with the Contract Administrator to avoid operational conflicts.

2. Shampoo carpets.

3. Machine scrub and rinse concrete floors.

4. Machine scrub and recoat vinyl floors.

5. Machine scrub and rinse tile floors.

6. Screen and apply two (2) coats of commercial grade water based polyurethane to wood floors.

7. Report any floor damage or other problem to the Contract Administrator.

F. Maintenance Task III: Window Cleaning (Facilities Only)

1. All tasks in this section must be scheduled in advance with the Contract Administrator to avoid operational conflicts.

2. Clean all windows inside and out and dust window sills.

3. Report broken or cracked windows to the Contract Administrator.

G. Maintenance Task IV: Kitchen Cleaning (Facilities Only)

1. Sweep and wet mop all floors with germicide solution.

2. Clean and disinfect sinks.

3. Wash and dry all stainless steel fixtures and other bright work.

4. Dust and clean counters, stove top and all other clear horizontal surfaces.

5. Spot clean cupboard doors and drawer fronts.

6. Empty recycle bins, compost bins and waste cans and replace plastic liners. Waste, compost and recycled materials shall be disposed of separately.

7. Vacuum all carpeted floors.

8. Clean and disinfect all walls.

9. Report any fixture, dispenser, drain malfunction, burned out light bulbs or other problem to the Contract Administrator.

H. Maintenance Task V: Office, Public Areas, Hallways and Stairwells (Facilities Only)

1. Sweep and wet mop tile and concrete floors and scrub grout with germicide solution.

2. Sweep and clean wood flooring with approved wood flooring cleaning solution.

3. Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately.

4. Vacuum all carpeted floors.

5. Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls.

6. Clean the interior and exterior of the elevator including the entry areas on each floor.

7. Clean all drinking fountains with disinfectant solution

I. Maintenance Task VI: Restroom and Gate Opening (Parks Only)

1. Unlock gates and unlock restrooms according to the schedule provided for each respective park facility.

2. Lock gates and lock restrooms after cleaning according to the schedule provided for each respective park facility. Gates and restrooms must remain locked after servicing if visited during hours of posted closure.

J. Maintenance Task VII: Litter and Garbage Removal (Parks Only)

1. Remove all litter and organic material from designated areas.

2. Empty recycle bins and waste cans and replace liners. Waste and recycled materials shall be disposed of separately.

K. Facility Locations and Specific Scope of Services:

1. Provide custodial maintenance services for facility, restrooms and gate opening service at **Beaver Lake Lodge**, as requested in **Attachment "A-1"** – Maintenance Schedule, for Beaver Lake Lodge, 25201 SE 24th Street.

2. Provide custodial maintenance services for facility, restrooms and gate opening service at **Beaver Lake Maintenance Shop**, as requested in **Attachment "A-2"** – Maintenance Schedule, for Beaver Lake Lodge, 25005 SE 24th Street.

3. Provide custodial maintenance services for **City Hall**, as requested in **Attachment "A-3"** – Maintenance Schedule, for City Hall, 801 228th Ave SE.

4. Provide custodial maintenance services for the **Maintenance and Operations Center**, as requested in **Attachment "A-4"** – Maintenance Schedule,

for Maintenance and Operations Center, 1801 NE 244th Street.

L. Park Locations and Specific Scope of Services:

1. Provide custodial maintenance services for restrooms and gate opening service at **Beaver Lake Park**, **Attachment "A-5"** – Maintenance Schedule, for Beaver Lake Park, SE 24th @ 244th Ave SE.

2. Provide gate opening service at **Beaver Lake Preserve**, as requested in **Attachment "A-6"** – Maintenance Schedule, for Beaver Lake Preserve, West Beaver Lake Drive.

3. Provide custodial maintenance services for restrooms and gate opening service at **East Sammamish Park**, as requested in **Attachment "A-7"** – Maintenance Schedule, for East Sammamish Park, 21300 NE 16th Street.

4. Provide custodial maintenance services for restrooms and gate opening service within the City's designated maintenance area at the **Eastlake High School Community Sports Fields**, as requested in **Attachment "A-8"** – Maintenance Schedule, for Eastlake High School Community Sports Fields, 400 228th Ave NE.
5. Provide custodial maintenance services for restrooms and gate opening service at **Ebright Creek Park**, as requested in **Attachment "A-9"** – Maintenance Schedule, for Ebright Creek Park, 1317 212th Ave SE.

6. Provide custodial maintenance services for restrooms and gate opening service at **Evans Creek Preserve I,** as requested in **Attachment "A-10"** – Maintenance Schedule, for Evans Creek Preserve, 4001 224th Ave NE.

7. Provide custodial maintenance services for restrooms and gate opening service at **Evans Creek Preserve II,** as requested in **Attachment "A-11"** – Maintenance Schedule, for Evans Creek Preserve, 3650 Sahalee Way NE.

8. Provide custodial maintenance services for restrooms at **Klahanie Park**, as requested in **Attachment "A-12"** – Maintenance Schedule, for Klahanie Park, 25000 Klahanie Blvd. SE.

9. Provide custodial maintenance services for restrooms and gate opening service at **Pine Lake Park**, as requested in **Attachment "A-13"** – Maintenance Schedule, for Pine Lake Park, 2405 228th Ave SE.

10. Provide custodial maintenance services for restrooms and gate opening service at **Sammamish Commons**, as requested in **Attachment "A-14"** – Maintenance Schedule, for Sammamish Commons, 801 – 228th Ave SE. (Gate opening service at 550 222nd Pl. SE.)

11. Provide gate opening service at **Sammamish Landing**, as requested in **Attachment "A-15"** – Maintenance Schedule, for Sammamish Landing 4620 Eastlake Sammamish Parkway NE.

12. Provide custodial maintenance services and gate opening service at **Skyline High School Community Sports Fields**, as requested in **Attachment "A-16"** – Maintenance Schedule, for Skyline High School Community Sports Fields, 1122 – 228th Ave. S.

Plan for Services

Use this form to complete your Plan for Services, as required by Section 3.04 of this RFP. To complete this form, you will need to review Attachments A-1 through A-16 and Section 3.06 (Work Schedule).

Beaver Lake Lodge		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#3	Unlock Gates	5AM - 7AM Saturday & Sunday
#3	General Cleaning	2AM – 3AM Sunday thru Friday
#1	General Cleaning	2AM – 3AM Saturday

Exhibit 1

Beaver Lake Shop		
Estimated time to complete custodial maintenance per *month*:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#3	General Cleaning	4AM (1st of Each Month)

City Hall		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#1	General Cleaning	10PM -2AM Sunday thru Thursday 10PM -12AM Friday
#2	General Cleaning	10PM -2AM Sunday thru Thursday 10PM -12AM Friday
#1 & #3	Carpets, Windows, Floors	7AM – 1PM Saturday & Sunday

Maintenance and Operations Center		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#2	General Cleaning	8PM – 10PM Sunday thru Thursday
#1 & #3	Carpets, Windows and Floors	7AM – 1PM Saturday & Sunday

Beaver Lake Park		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#3	General Cleaning	2AM – 5AM Sunday thru Friday
#1	General Cleaning	2AM – 5AM Saturday
#3	Unlock Gates and Restrooms	5AM – 7AM Saturday & Sunday

Exhibit 1

Beaver Lake Preserve		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#3	Unlock Gates	5AM – 7AM Saturday & Sunday

East Sammamish Park		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#3	Unlock Gates	5AM – 7AM Saturday & Sunday
#3	General Cleaning	2AM – 5AM Sunday thru Friday
#1	General Cleaning	2AM – 5AM Saturday

Eastlake High School Community Sports Fields		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#3	General Cleaning	2AM – 5AM Sunday thru Friday
#3 & #1	Police Fields &Trash	7AM Saturday & Sunday

Ebright Creek Park		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#3	General Cleaning	2AM – 5AM Sunday thru Friday
#1	General Cleaning	2AM – 5AM Saturday
#3	Unlock Gates	5AM – 7AM Saturday & Sunday

Evans Creek Preserve I		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
3#	Unlock Gates	5AM – 7AM Sunday
#1	General Cleaning	5AM – 7AM Saturday
#3 & #4	General Cleaning	2AM – 5AM Sunday thru Saturday

Evans Creek Preserve II		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#3 & #1	Unlock Gates	5AM – 7AM Saturday & Sunday

Klahanie Park		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#1	General Cleaning	2AM – 5AM Sunday thru Friday
#3	General Cleaning	2AM – 5AM Saturday
Pine Lake Park		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#3	General Cleaning	1AM – 2AM Sunday thru Friday
#1	General Cleaning	1AM – 2AM Saturday
#3 & #1	Unlock Gates	5AM – 7AM Saturday & Sunday
Sammamish Commons		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#3	General Cleaning	2AM – 5AM Sunday thru Friday
#1	General Cleaning	2AM – 5AM Saturday
Sammamish Landing		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#3 & #1	Unlock Gates	5AM – 7AM Saturday & Sunday

Exhibit 1

Skyline High School Community Sports Fields		
Estimated time to complete custodial maintenance per week:		
Employee(s)	**Anticipated Tasks**	**Hours / Days of Work**
#3	Police Fields & Trash	2AM – 5AM Sunday
#1		2AM – 5AM Saturday

Beaver Lake Lodge, 25201 SE 24th Street		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency/Year**
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days per week.	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week.	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week.	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week.	365
Clean mirrors.	Daily seven days per week.	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week.	365
Empty waste cans and replace plastic liners if ripped, soiled, wet or stinky.	Daily seven days per week.	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week.	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week.	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week.	365
Unclog drains, toilets and urinals as needed.	Daily seven days per week.	365
Complete supplied checklist for tasks performed.	Daily seven days per week.	365
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing.	Ongoing.
Maintenance Task II: Hard Surface Floor Work and Carpet Cleaning (Requires Advance Scheduling)		
Machine scrub and rinse tile floors in the kitchen, hallways and restrooms.	6 times per year. Once in February, April, June, August, October and December.	6
Screen and apply 2 coats of commercial grade water based polyurethane to wood floors	One time per year.	1
Maintenance Task III: Windows (Requires Advance Scheduling)		
Clean all windows inside and out and dust window sills.	1 time per month.	12
Report broken or cracked windows to Contract Administrator.	Ongoing.	Ongoing.

Exhibit 1

Maintenance Task IV: Kitchen Cleaning		
Sweep all floors.	Daily seven days per week.	365
Wet mop tile floors and scrub grout with germicide solution.	Daily, four days per week, Thursday, Friday, Saturday and Monday.	208
Clean and disinfect sinks.	Daily, four days per week, Thursday, Friday, Saturday and Monday.	208
Wash and dry all stainless steel fixtures and other bright work.	Daily, four days per week, Thursday, Friday, Saturday and Monday.	208
Dust and clean counters, stove top and all other horizontal surfaces.	Daily, four days per week, Thursday, Friday, Saturday and Monday.	208
Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately.	Daily seven days per week.	365
Detail/deep kitchen clean.	Once per month.	12
Maintenance Task V: Office/Closet, Public Areas, Hallways, and Main Room		
Sweep all floors.	Daily seven days per week.	365
Wet mop tile floors and scrub grout with germicide solution.	Daily, four days per week, Thursday, Friday, Saturday and Monday.	208
Clean wood flooring with approved wood flooring cleaning solution	Daily, four days per week, Thursday, Friday, Saturday and Monday.	208
Empty recycle bins and waste cans and replace plastic liners if ripped, soiled, or wet. Waste and recycled materials shall be disposed of separately.	Daily seven days per week.	365
Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls.	Daily seven days per week.	365
Clean all drinking fountains with disinfectant solutions.	Daily seven days per week.	365

Exhibit 1

Beaver Lake Maintenance Shop, 25005 SE 24th Street		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency/Year**
Maintenance Task I: Restrooms and Showers		
Refill all soap dispensers.	Once per month.	12
Clean and disinfect all toilets, urinals, sinks and showers.	Once per month.	12
Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution.	Once per month.	12
Wash and dry all stainless steel fixtures and other bright work.	Once per month.	12
Clean mirrors.	Once per month.	12
Sweep, spray down with water, and scrub floors with disinfectant solution and a scrub brush.	Once per month.	12
Empty waste cans and replace plastic liners if ripped, soiled, wet or stinky.	Once per month.	12
Replace paper towels, seat protectors and toilet paper as needed.	Once per month.	12
Dust and clean counters and all other horizontal surfaces.	Once per month.	12
Clean all debris from interior restroom ceilings, light fixtures and vents.	Once per month.	12
Unclog drains, toilets and urinals as needed.	Once per month.	12
Complete supplied checklist for tasks performed.	Once per month.	12
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing.	Ongoing.
Maintenance Task III: Windows (Requires Advance Scheduling)		
Clean all windows inside and out and dust window sills.	2 times per year. Once in June and once in September.	2
Report broken or cracked windows to Contract Administrator.	Ongoing.	Ongoing.
Maintenance Task IV: Kitchen Cleaning		
Sweep and wet mop all floors with germicide solution.	Once per month.	12
Clean and disinfect sinks.	Once per month.	12
Wash and dry all stainless steel	Once per month.	12

fixtures and other bright work.		
Dust and clean counters, stove top and all other horizontal surfaces.	Once per month.	12
Spot clean cupboard doors.	Once per month.	12
Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately.	Once per month.	12
Maintenance Task V: Office, Public Areas and Stairwells		
Sweep and wet mop tile and concrete floors and scrub grout with disinfectant solution.	Once per month.	12
Empty recycle bins and waste cans and replace plastic liners if ripped, soiled, wet or stinky. Waste and recycled materials shall be disposed of separately.	Once per month.	12
Vacuum all carpeted floors.	Once per month.	12
Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls.	Once per month.	12
Clean all drinking fountains with disinfectant solutions.	Once per month.	12

City Hall, 801 228th Ave SE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency/Year**
Maintenance Task I: Restrooms and Showers		
Refill all soap dispensers.	Daily six days per week, Sunday thru Friday nights.	312
Clean and disinfect all toilets, urinals, sinks and showers.	Same as above.	312
Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution.	Same as above.	312
Wash and dry all stainless steel fixtures and other bright work.	Same as above.	312
Clean mirrors.	Same as above.	312

Sweep, spray down with water, and scrub floors with disinfectant solution and a scrub brush.	Same as above.	312
Empty waste cans and replace plastic liners if ripped, soiled, wet or stinky.	Same as above.	312
Replace paper towels, seat protectors and toilet paper as needed.	Same as above.	312
Dust and clean counters and all other horizontal surfaces.	Same as above.	312
Clean all debris from interior restroom ceilings, light fixtures and vents.	Same as above.	312
Unclog drains, toilets and urinals as needed.	Same as above.	312
Complete supplied checklist for tasks performed.	Same as above.	312
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing.	Ongoing.
Maintenance Task II: Hard Surface Floor Work and Carpet Cleaning (Requires Advance Scheduling)		
Shampoo all carpets.	2 times per year. Once in May and November.	2
Machine scrub and rinse tile floor in kitchen and vinyl floors in mail room. Recoat vinyl floors in mail room.	4 times per year. Once in February, May, August and November.	4
Machine scrub and rinse tile floors and grout in the restrooms and locker rooms.	2 times per year. Once in February and August.	2
Machine scrub and rinse tile floors in the lobby.	2 times per year. Once in February and August.	2

Maintenance Task III: Windows (Requires Advance Scheduling except for daily tasks)		
Clean all windows inside and out and dust window sills.	2 times per year. Once in June and once in September.	2
Clean windows inside and out in the main entry foyer, Executive Briefing and Council Chambers and clean window sills	4 times per year. Once in February, May, August and November.	4
Spot clean windows in public areas inside and outside up to 8ft high	Daily six days per week, Sunday thru Friday nights.	312
Report broken or cracked windows to Contract Administrator.	Ongoing.	Ongoing.
Maintenance Task IV: Kitchen Cleaning		
Sweep and wet mop all floors with germicide solution.	Daily six days per week, Sunday thru Friday nights.	312
Clean and disinfect sinks.	Same as above.	312

Wash and dry all stainless steel fixtures and other bright work.	Same as above.	312
Dust and clean counters, stove top and all other horizontal surfaces.	Same as above.	312
Spot clean cupboard doors.	Same as above.	312
Empty recycle bins, compost bins and waste cans and replace plastic liners. Waste, compost and recycled materials shall be disposed of separately.	Same as above.	312
Maintenance Task V: Office, Public Areas and Stairwells and Elevator		
Sweep and wet mop tile and concrete floors and scrub grout with disinfectant solution.	Daily six days per week, Sunday thru Friday nights.	312
Empty recycle bins and waste cans and replace plastic liners if ripped, soiled, wet or stinky. Waste and recycled materials shall be disposed of separately.	Same as above.	312
Vacuum all carpeted floors.	Same as above.	312
Vacuum all lobby furniture.	Same as above.	312
Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls.	Same as above.	312
Clean the floor, the walls and ceiling of the elevator and clean the entryway on each floor.	Same as above.	312

Clean all drinking fountains with disinfectant solutions.	Same as above.	312

M&O, 1801 NE 244th		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency/Year**
Maintenance Task I: Restrooms, Locker Rooms and Showers		
Refill all soap dispensers.	Daily five days per week, Sunday thru Thursday nights.	260
Clean and disinfect all toilets, urinals, sinks and showers.	Same as above.	260
Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution.	Same as above.	260
Wash and dry all stainless steel fixtures and other bright work.	Same as above.	260
Clean mirrors.	Same as above.	260
Sweep, spray down with water, and scrub floors with disinfectant solution and a scrub brush.	Same as above.	260
Empty waste cans and replace plastic liners if ripped, soiled, wet or stinky.	Same as above.	260
Replace paper towels, seat protectors and toilet paper as needed.	Same as above.	260
Dust and clean counters and all other horizontal surfaces.	Same as above.	260
Clean all debris from interior restroom ceilings, light fixtures and vents.	Same as above.	260
Unclog drains, toilets and urinals as needed.	Same as above.	260
Complete supplied checklist for tasks performed.	Same as above.	260
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing.	Ongoing
Maintenance Task II: Hard Surface Floor Work and Carpet Cleaning (Requires Advance Scheduling)		
Shampoo all carpets.	2 times per year. Once in May and November.	2
Machine scrub and recoat vinyl floors in kitchen.	4 times per year. Once in February, May, August and November.	4
Machine scrub and rinse ceramic tile floors and walls in the restrooms and locker rooms.	2 times per year. Once in February and August.	2

Machine scrub and rinse the concrete floors with approved product only.	2 times per year. Once in February and August.	2

Maintenance Task III: Windows (Requires Advance Scheduling)		
Clean all windows inside and out and dust window sills.	2 times per year. Once in June and once in September.	2
Report broken or cracked windows to Contract Administrator.	Ongoing.	Ongoing
Maintenance Task IV: Multi-Purpose Room & Kitchen Cleaning		
Vacuum all carpets.	Daily five days per week, Sunday thru Thursday nights.	260
Sweep and wet mop all floors with germicide solution.	Same as above.	260
Clean and disinfect sinks.	Same as above.	260
Wash and dry all stainless steel fixtures and other bright work.	Same as above.	260
Dust and clean counters, stove top and all other horizontal surfaces.	Same as above.	260
Spot clean cupboard doors and drawer.	Same as above.	260
Empty recycle bins and waste cans and replace plastic liners. Waste, compost and recycled materials shall be disposed of separately.	Same as above.	260
Maintenance Task V: Office, Public Areas, Stairwells and Elevator		
Sweep and wet mop concrete and vinyl floors and with approved solution.	Daily five days per week, Sunday thru Thursday nights.	260
Clean the floors, the walls and ceiling of the elevator and clean the entryway on each floor.	Same as above.	260
Vacuum all carpeted floors and elevator entries.	Same as above.	260
Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls.	Same as above.	260
Clean all drinking fountains with disinfectant solutions.	Same as above.	260

Beaver Lake Park, SE 24th @ 244th Ave SE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days a week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days a week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days a week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days a week	365
Clean mirrors.	Daily seven days a week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days a week	365
Empty waste cans and replace plastic liners.	Daily seven days a week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days a week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days a week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days a week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days a week	365
Complete supplied checklist for tasks performed.	Daily seven days a week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing	Ongoing
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily seven days per week	365
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Beaver Lake Preserve Parking Area, West Beaver Lake Drive		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task VI: Gate Opening		
Unlock gates	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

East Sammamish Park, 21300 NE 16th Street		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days per week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week	365
Clean mirrors.	Daily seven days per week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week	365
Empty waste cans and replace plastic liners.	Daily seven days per week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week	365
Complete supplied checklist for tasks performed.	Daily seven days per week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing	Ongoing
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily seven days per week	365
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Eastlake High School Community Sports Fields, 400 228th Ave NE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days per week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week	365
Clean mirrors.	Daily seven days per week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week	365
Empty waste cans and replace plastic liners.	Daily seven days per week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week	365
Complete supplied checklist for tasks performed.	Daily seven days per week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing	Ongoing
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily seven days per week	365
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Maintenance Task VII: Litter and Garbage Removal		
Remove all litter and organic material from synthetic turf fields before 9 am.	All Saturdays and Sundays year-round	104

Empty recycle bins and waste cans and replace liners. Dispose of separately.	All Saturdays and Sundays year-round	104

Ebright Creek Park, 1317 212th Ave SE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days per week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week	365
Clean mirrors.	Daily seven days per week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week	365
Empty waste cans and replace plastic liners.	Daily seven days per week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week	365
Complete supplied checklist for tasks performed.	Daily seven days per week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing	Ongoing
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily seven days per week	365
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Evans Creek Preserve I, 4001 224th Ave NE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days per week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week	365
Clean mirrors.	Daily seven days per week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week	365
Empty waste cans and replace plastic liners.	Daily seven days per week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week	365
Complete supplied checklist for tasks performed.	Daily seven days per week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing	Ongoing
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily seven days per week	365
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Exhibit 1

Evans Creek Preserve II, 3650 Sahalee Way NE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task VI: Gate Opening		
Unlock gates	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Klahanie Park, 25000 Klahanie Blvd. SE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days per week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week	365
Clean mirrors.	Daily seven days per week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week	365
Empty waste cans and replace plastic liners.	Daily seven days per week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week	365
Complete supplied checklist for tasks performed.	Daily seven days per week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing	Ongoing
Maintenance Task VI: Restroom Opening		
Lock restrooms after cleaning.	Daily seven days per week	365
Unlock restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Exhibit 1

Pine Lake Park, 2405 228th Ave SE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days per week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week	365
Clean mirrors.	Daily seven days per week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week	365
Empty waste cans and replace plastic liners.	Daily seven days per week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week	365
Complete supplied checklist for tasks performed.	Daily seven days per week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing	Ongoing
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily seven days per week	365
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Sammamish Commons, 801 – 228th Ave SE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days per week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week	365
Clean mirrors.	Daily seven days per week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week	365
Empty waste cans and replace plastic liners.	Daily seven days per week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week	365
Complete supplied checklist for tasks performed.	Daily seven days per week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing	Ongoing
Maintenance Task IV: Restroom and Gate Openings: Gate located at 222nd Pl SE off SE 4th Street		
Lock gates and restrooms after cleaning.	Daily seven days per week	365
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Sammamish Landing Parking Lot, 4620 East Lake Sammamish Parkway NE		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task VI: Gate Opening		
Unlock gates	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Skyline High School Community Sports Fields, 1122 – 228th Ave. S.		
Maintenance Task#	**Specification Notes**	**Estimated Total Frequency**
Maintenance Task VI: Gate Opening		
Unlock gates.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75
Maintenance Task VII: Litter and Garbage removal		
Remove all litter and organic material from synthetic turf fields before 9 am.	All Saturdays and Sundays January thru December	104
Empty recycle bins and waste cans and replace liners. Dispose of separately.	All Saturdays and Sundays January thru December	104

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

X Corporation	☐ Partnership	☐ Government
☐ Individual/Proprietor	☐ Other (explain)	☐ Consultant

TIN No.: 911942608 Social Security No.: _____

Print Name: Greg Johnson

Title: Owner

Business Name: Top To Bottom Janitorial, Inc.,

Business Address: P O Box 98644, Seattle, WA 98198

Business Phone: 206-824-8577

11-16-2016
Date

Greg Johnson
Authorized Signature (Required)

Exhibit 1

Exhibit 1

Bid Tab

Contract: Custodial Services for City Parks and Facilities

Exhibit 2

Bidder	**Form #1** *Signed*	**Form #2** *Complete*	**Form #3** *Complete*	**Form #4** *Complete*	**Attachment "B"** *Ack. Amendments*	**Attachment "C"** *Noncollusion Aff.*	**Bid** *12 Month Contract*	**Average Proposal Evaluation Score**
Top to Bottom Janitorial	X	X	X	X	X	X	$151,995.00	81.3
SMS Cleaning Inc.	X	X	X	X	X	X	$216,000.00	66.7

Exhibit 2

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/18/2016

Originating Department: Parks and Recreation

Clearances:

- ☐ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☑ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: 2017 Contract for Electrical Repair and Maintenance Services

Action Required: Authorize the City Manager to execute a contract with Sequoyah Electric LLC for electrical repair and maintenance services.

Exhibits:

1. Bid Tab
2. Contract with Scope of Work

Budget: $62,000 is allocated in the adopted 2017 Parks Resource Management Budget for repair and maintenance services. $30,000 is allocated in the adopted 2017 Facilities Budget for electrical repair and maintenance services.

Summary Statement:

The City of Sammamish desires to enter into a contract for electrical repair and maintenance services with Sequoyah Electric, LLC. The contract scope will be for electrical repair services for any City project or purpose. This contract is available for use by all City Departments.

This contract will support all park and City buildings including City Hall, the Beaver Lake Lodge, the Beaver Lake Maintenance Shop, the Sween House, Big Rock Park House, the Recreation Center, Community and Aquatic Center, Mars Hill, and the Maintenance and Operations Center. Although the Sween House, Recreation Center and the Community and Aquatic Center are leased facilities, maintenance of a portion of the electrical systems at both facilities is the responsibility of the City.

Background:

A request for proposals (RFP) was issued in October, 2016 for electrical services for City parks and facilities. A total of two firms responded to the RFP. Sequoyah Electric, LLC. was identified as the lowest responsible bidder. The RFP specifies that this contract may be renewed at the City's option for up to three (3) additional one-year terms.

Financial Impact:

The proposed contract amount for 2017 is $45,000 including WSST. There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.

$62,000 is allocated in the adopted 2017 Parks Resource Management Budget for repair and maintenance services. $30,000 is allocated in the adopted 2017 Facilities Budget for electrical repair and maintenance services.

Recommended Motion:

Authorize the City Manager to execute a contract with Sequoyah Electric LLC for electrical repair and maintenance services in the amount of $45,000 including WSST.

Exhibit 1

SMALL PUBLIC WORKS SERVICE CONTRACT

Between:	City of Sammamish and Sequoyah Electric LLC
Project:	Electrical Services for City Parks and Facilities
Commencing:	January 1, 2017
Terminating:	December 31 2017
Amount:	Not to Exceed $45,000 plus WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Sequoyah Electric LLC, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Electrical Services for City Parks and Facilities and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

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

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

7. Prevailing Wages/Prevailing Wages

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

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

rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

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

OR

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

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

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

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

10. Termination.

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

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

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

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

11. Duration. This contract may be renewed at the City's option for up to three (3) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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.

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

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

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless

against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

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

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

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

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

TO CITY:

City of Sammamish, and
Parks and Recreation Department

Contact Name: Mike Keller

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mkeller@sammamish.us

TO CONTRACTOR:

Contractor:
Sequoyah Electric LLC

Contact Name: Don Lopata

Street Address: 15135 NE 92nd St.

City, State, Zip: Redmond, WA 98052

Phone: (425) 814-5864

Contact email: don.lopata@sequoyah.con

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: _____
Chris Nichols

Title: VP of Special Projects

Date: 11/10/16

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Exhibit 1

EXHIBIT A

SCOPE OF SERVICES

5. Bid Schedule

Hourly prices to include a fully equipped van, tools etc. per tradesman.

	Journey Man	Apprentice	Forman	General Forman
Straight Time	$ 98.36 /hr	$ 86.46 /hr	$ 105.55 /hr	$ 113.25 /hr
Overtime	$ 155.50/hr	$ 132.50/hr	$ 162.21/hr	$ 172.80/hr
Double-Time	$ 198.10 /hr	$ 169.88 /hr	$ 203.40 /hr	$ 215.64/hr

Profit @ 5%

Overhead 15 % Profit 5% (providing for overhead and profit on reimbursable expenses)

Signed: Donald Lopata Dated: 10-26-2016

Title: Project Manager / Estimator

Exhibit 1

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

☐ Corporation	☐ Partnership	☐ Government
☐ Individual/Proprietor	X Other (explain) Limited Liability Company	☐ Consultant

TIN No.: 47-0898645 Social Security No.: _____

Print Name: Chris Nichols

Title: VP of Special Projects

Business Name: Sequoyah Electric, LLC

Business Address: 15135 NE 92nd St., Redmond, WA 98052

Business Phone: 425-814-6000

_____ _____

Date Authorized Signature (Required)

Exhibit 1

EXHIBIT C BOND No. _____

PAYMENT AND PERFORMANCE BOND

Bond is not required for Electrical Services for City Parks and Facilities

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

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

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

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

~~WITNESS our hand the _____ day of _____ 20_____~~

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

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

Exhibit 2

City of Sammamish **BID TABULATION** **2:00 P.M. (local time)**
Ocotber 28, 2016

Public Works Department **2017 – Electrical Service for City Parks and Facilities**

BIDDER	Bid Sheet Complete	Hourly Rate
ANM Electric,Inc., Redmond, WA	X	$100.00
Sequoyah Electric LLC, Redmond, WA	X	$ 98.36

"The apparent low bidder is <u>(Sequoyah Electric LLC, Redmond, WA)</u>

Exhibit 2

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/18/2016

Originating Department: Parks and Recreation

Clearances:

- ☐ Attorney
- ☐ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☐ Public Works
- ☑ City Manager
- ☑ Parks & Recreation

Subject: 2017 Contract for Pressure Washing Services for Parks and Facilities.

Action Required: Authorize the City Manager to execute a contract with Mr. PressureWash to provide pressure washing services for City parks and facilities.

Exhibits:

1. Contract with Scope of Work

Budget: $15,000 is allocated in the adopted 2017 Parks Resource Management budget for pressure washing services. $12,000 is allocated in the adopted 2017 Facilities budget for pressure washing services.

Summary Statement:

The City of Sammamish desires to renew the contract for pressure washing services with Mr. PressureWash. The contract scope will be for pressure washing services for all City parks and facilities. This contract is available for use by all City Departments.

This contract will support all park and City buildings including City Hall, the Beaver Lake Lodge, the Beaver Lake Maintenance Shop, the Big Rock Park House, Maintenance and Operations Center and the Community and Aquatic Center. It will also support parks including cleaning of courts, playground equipment, Skate Park, shelters and kiosks.

Background:

As the list of City owned facilities and parks has grown, so too has the need for pressure washing services. The City has entered into a variety of contracts providing as-needed services and found this contracting method to be very effective, especially as maintenance needs are often uncertain.

A Request for Proposals (RFP) was issued in March 2016 for pressure washing services. Mr. PressureWash was selected as the lowest responsive bidder through a competitive bid selection process using the eCityGov Shared Works Roster. Mr. PressureWash was awarded the pressure washing services contract for 2016. This renewal is the first of three (3) renewals allowed in the 2016 contract.

Financial Impact:

The proposed contract amount for 2017 is not-to-exceed $27,000 including WSST. There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the contractor on an as-needed basis and billed to either parks or facilities and the respective maintenance or project line item.

Recommended Motion:

Authorize the City Manager to execute the contract with Mr. PressureWash to provide pressure washing services for all city Parks and facilities for a total amount not-to-exceed $27,000.00 including WSST.

Exhibit 1

SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between:	City of Sammamish and Mr. PressureWash
Project:	2017 – Pressure Washing Service
Commencing:	January 1, 2017
Terminating:	December 31, 2017
Amount:	$ 27,000.00 including WSST

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for 2017 – Pressure Washing Service and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

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

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

7. Prevailing Wages/Prevailing Wages

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

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

rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

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

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

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

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

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

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

12. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

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

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14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless

against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

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

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

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

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

TO CITY:

City of Sammamish, and
Parks and Recreation Department

Contact Name: Mike Keller

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mkeller@sammamish.us

TO CONTRACTOR:

Contractor:
Mr. PressureWash

Contact Name: Mayumi Muller

Street Address: 325 Railroad Ave. South

City, State, Zip: Kent, WA 98032

Phone: (253) 852-4608

Contact email: mayumi@mepressurewash.net

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: _____

Title: President

Date: 10-26-16

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Exhibit 1

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

2017 City of Sammamish Pressure Washing Services Bid Sheet

Vendor: **Mr PressureWash**
Company name or Proprietor

Prices quoted are to be the total net price for all labor, materials, transportation and incidental costs of performing the work. Time to be used to figure the prices are the City's best estimate of the time to be utilized for the individual service. Bids will be evaluated on the aggregate, bottom line price.

A. Single operator with hand-held pressure washing wand including vehicle, pressure washing machine, and other necessary equipment for BMP : Cost per Hour $ 42.00

B. Two operators, two machines equipped as in A. above: Cost per Hour $ 84.00

C. Same as A. above equipped with rotary court scrubber Cost per Hour $ 42.00

D. Same as B. above equipped with rotary court scrubbers Cost per Hour $ 84.00

E. Same as B. above, operators equipped for high work such as a one-story building roof or picnic shelter roof Cost per Hour $ 84.00

F. Same as B. above, operators equipped for high work such as a two-story building roof or picnic shelter roof Cost per Hour $ 84.00

Note: Man lift equipment if needed to be supplied separately by the City.

Exhibit 1

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

X Corporation	☐ Partnership	☐ Government
☐ Individual/Proprietor	☐ Other (explain)	☐ Consultant

TIN No.: 26-1810181 Social Security No.: _____

Print Name: Aaron Muller

Title: President

Business Name: Mr. Truck Wash, Inc. DBA. Mr. PressureWash

Business Address: 325 Railroad Ave. S., Kent, WA 98032

Business Phone: (253) 852-4608

10/26/16 President

Date Authorized Signature (Required)

Exhibit 1

EXHIBIT C BOND No. _____

PAYMENT AND PERFORMANCE BOND

Bond is not required for Pressure Washing Service

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

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

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

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

~~WITNESS our hand the _____ day of _____ 20_____~~

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

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

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/7/2016

Originating Department: Facilities Department

Clearances:

☐ Attorney	☐ Community Development	☐ Public Safety
☐ Admin Services	☐ Finance & IT	☐ Public Works
☑ City Manager	☐ Parks & Recreation	☑ Facilities

Subject: 2017 Contract for HVAC Commissioning at City-owned buildings.

Action Required: Authorize the City Manager to execute a contract with Ecotone Commissioning Group, LLC for HVAC Commissioning services at City facilities.

Exhibits:

1. Contract

Budget: $30,000 is allocated in the adopted 2017 Facilities Department Budget for HVAC Commissioning Services.

Summary Statement:

This is a contract with Ecotone Commissioning Group, LLC for HVAC commissioning at City-owned buildings. This includes monitoring, adjusting and responding to HVAC issues and alarms. Most of the City's HVAC systems are monitored and managed remotely by Ecotone.

This is a sole source contract. The current contractor recently completed several HVAC control upgrades at City Hall and the Maintenance & Operations Center (MOC) and was involved in the initial set-up of most of the City's HVAC systems. The current contractor will also play a critical role in upcoming building improvement projects. Changing contractors at this time would result in additional costs to bring on a new management system, costs to modify physical HVAC control hardware and require significant staff time to transition the operation to a new contractor.

Ecotone has been providing services to the City for many years. Staff are satisfied with their service and their responsiveness, which often involves after-hours work. Staff recommend awarding the HVAC Commissioning contract to Ecotone.

This contract will support 4 City-owned buildings including City Hall, the MOC, the Recreation Center and the Mars Hill Facility.

Background:
The previous HVAC Commissioning contract was less than $15,000 and was signed under the City Manager's signing authority. The budgeted amount for HVAC Commissioning services was increased to $30,000 in 2017 to reflect the increased need for HVAC commissioning services.

There is no guarantee that the full contract amount will be needed or expended. Work tasks under the repair and maintenance portion of this agreement will be assigned to the contractor on an as-needed basis and billed to the respective maintenance or project line item.

Financial Impact:
$30,000 is allocated in the adopted 2017 Facilities Department Budget for HVAC Commissioning Services.

The staff recommendation is to authorize a contract in the amount of $25,000 + tax to cover HVAC Commissioning in 2017 for a total amount not-to-exceed $27,400.00

Recommended Motion:
Authorize the City Manager to execute a contract with Ecotone Commissioning Group, LLC for an amount not-to-exceed $27,400 for annual HVAC Commissioning at City facilities.

SMALL PUBLIC WORKS SERVICE CONTRACT

Between:	City of Sammamish and Ecotone Commissioning Group, LLC
Project:	HVAC Commissioning
Commencing:	January 1, 2017
Terminating:	December 31, 2017
Amount:	Not-To-Exceed 27,400.00

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Ecotone Commissioning Group, LLC (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for HVAC Commissioning for City Facilities and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection

with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

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

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

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. (Not Applicable)

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented**. If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at
https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission.

Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

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

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

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

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

10. Termination.

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

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

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

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

11. **Duration**. This contract may be renewed at the City's option for up to three (3) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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.

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

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

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

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

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

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

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

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

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

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

TO CITY:

City of Sammamish, and
Facilities Department

Contact Name: Andrey Polyanskiy

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 952-2119

Contact email: apolyanskiy@sammamish.us

TO CONTRACTOR:

Contractor:
Ecotone Commissioning Group, LLC

Contact Name: Dylan Rhys

Street Address: 2226 Eastlake, WA 98102

City, State, Zip: Seattle, WA 98102

Phone: 206.919.6477

Contact email:
dylan@ecotonecommissioning.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: _____

Title: PRINCIPAL

Date: 11/15/2016

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

EXHIBIT A

SCOPE OF SERVICES
Per the RFP including Prices

Dylan Rhys

Principal

Ecotone Commissioning Group, LLC
2226 Eastlake Avenue PMB #102
Seattle WA. 98102

December 30, 2015

Sevda Baran
City of Sammamish

Dear Sevda,
Re: City of Sammamish HVAC Building Services for City Commons and MOC

Ecotone offers the following services for Continued HVAC Commissioning and Maintenance Consulting:

1. Monitor the building operation via web access or on site regularly or as needed.
2. Each alarm occurrence is reviewed for urgency and a response or recommendation provided to the City as applicable.
3. Ecotone will provide troubleshooting and evaluation of the issues.
4. Coordinate repair work and test as needed.
5. Recommendations may be to contact on-call maintenance contractor for repair or parts.
6. Some items may be resolved through setpoint adjustment or control-point modification provided by Ecotone.
7. Educate the City operators on system operation, troubleshooting and issue resolution.

The rate for the above services is $110/hr.

Thank you for your consideration.

Sincerely,

Dylan Rhys
Principal
Ecotone Commissioning Group, LLC

Exhibit 1

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

☐ Corporation	☐ Partnership	☐ Government
☐ Individual/Proprietor	☒ Other (explain) LLC	☐ Consultant

TIN No.: 20-8380866 Social Security No.: _____

Print Name: Dylan Rhys

Title: Principal

Business Name: Ecotone Commissioning Group, LLC

Business Address: 2226 Eastlake Ave E #102 Seattle, WA 98102

Business Phone: 206-919-6477

11/15/2016
Date

Authorized Signature (Required)

Rev 8/2016

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/7/2016

Originating Department: Facilities Department

Clearances:

☑	Attorney	☐	Community Development	☐	Public Safety
☐	Admin Services	☐	Finance & IT	☐	Public Works
☑	City Manager	☐	Parks & Recreation	☑	Facilities

Subject: 2017 Contract for HVAC repair and maintenance services for City facilities and parks.

Action Required: Authorize the City Manager to execute a contract with Pacific Air Control, Inc. for HVAC repair and maintenance services.

Exhibits:
1. Contract
2. Bid Tab

Budget: $44,000 is allocated in the adopted 2017 Facilities Department Budget for HVAC repair and maintenance services.

Summary Statement:
This is a contract with Pacific Air Control, Inc. for HVAC repair and maintenance services for City-owned facilities.

A request for proposals (RFP) was issued on October 26, 2016 for HVAC services for City parks and facilities. A total of three firms responded to the RFP. Pacific Air Control Inc. was identified as the lowest responsible bidder. Per the RFP, this contract may be renewed at the City's option for up to three additional one-year terms.

This contract will support all HVAC systems in City buildings including City Hall, the Maintenance and Operations Center (MOC), the Beaver Lake Lodge, the Beaver Lake Maintenance Shop, the Sween House, the Recreation Center, Pine Lake Park and the Big Rock Park House. Although the Sween House and the Recreation Center are leased facilities, maintenance of the HVAC systems at both facilities is the responsibility of the City.

Background:
All City facilities are now on a routine HVAC maintenance schedule. Major HVAC units, like those at City Hall and the MOC, are serviced twice a year. Smaller units, like the HVAC units at the Beaver Lake Shop,

are serviced once a year. Utilizing a routine maintenance program extends the life of the HVAC equipment and reduces repair costs.

There is no guarantee that the full contract amount will be needed or expended. Work tasks under the repair and maintenance portion of this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.

Financial Impact:
$44,000 is allocated in the adopted 2017 Facilities Department Budget for HVAC repair and maintenance services.

The staff recommendation is to authorize a base contract in the amount of $36,200 + tax to cover HVAC maintenance services in 2017 for a total amount not-to-exceed $39,700.

Recommended Motion:
Authorize the City Manager to execute a contract with Pacific Air Control Inc. for an amount not-to-exceed $39,700 for annual HVAC repair and maintenance services.

SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between:	City of Sammamish and Pacific Air Controls, Inc.
Project:	HVAC Services for City Parks and Facilities
Commencing:	January 1, 2017
Terminating:	December 31, 2017
Amount:	Not-to-exceed $39,700

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Pacific Air Control, Inc. (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for HVAC Service for City Parks and Facilities and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

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

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

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. (Not Applicable)

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented**. If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing

Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

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

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

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

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

10. Termination.

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

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

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

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

11. **Duration**. This contract may be renewed at the City's option for up to three (3) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

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

16. Attorneys Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing

party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

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

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

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

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

TO CITY:

City of Sammamish, and
Facilities Department

Contact Name: Andrey Polyanskiy

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 952-2119

Contact email: apolyanskiy@sammamish.us

TO CONTRACTOR:

Contractor: Pacific Air Control, Inc
contractor name

Contact Name: Kelly Chase

Street Address: 19116 - 220th St. SE, M101

City, State, Zip: Bothell, WA 98021

Phone: 206-682-6393

Contact email: (contact email address)
Kelly@pacificaircontrol.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: Kelly Chase

Title: Sales Manager

Date: 11-17-16

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Maintenance Checklist

Item Fans

- Visually inspect system for proper operation
- Inspect fact bearings and lube per manufacturer recommendations
- Inspect fan blade
- Inspect fan motor and lube per manufacturer recommendations
- Check sheaves
- Check fan motor RLA
- Check belt condition and tension
- Mark each new filter with date of service
- Replace all disposable filters with new pleated filters. Clean all washable air filters. Mark filter with service date.

Item Controls

- Check thermostat operation
- Check reversing valve operation on heat pumps
- Tighten all electrical connections
- Inspect all contactors and relays
- Inspect all wiring

Item Heat

- Check heating temperature
- Inspect burner contactor
- Check heat exchanger
- Check amps
- Check motor operation

Item Condenser

- Inspect and clean coil as necessary
- Inspect condenser fans
- Inspect condenser fan motors
- Inspect rain guard
- Verify condenser temperature split

Item Boilers

- Spark igniters inspect per manufacturer recommendations and replace as needed
- Flame detector inspect per manufacture recommendation and replace as needed
- Perform flue gas analysis per manufacture recommendation

- Inspect and clean manifold and tubes
- Clean condensate trap line
- Test safety devices
- Every other year
    - Tear down boiler 1 and 2
    - Inspect and clean heat exchangers and burners
    - Replace igniters
    - Replace gaskets

Item Compressor

- Inspect Condition
- Check compressor RLA
- Check oil level
- Check suction pressure on unit 5 tons and above
- Check discharge pressure on units 5 tons and above
- Check for noise and vibration
- Section line super

Item Chiller

- Check circulation pump amp draw

Item Refrigerant Circuit

- Inspect piping
- Inspect insulation and clamps
- Check operation of refrigerant controls
- Check refrigerant safety circuit

Item Evaporator

- Inspect and clean condensate drain pan
- Install condensate treatment tablets
- Clean condensate p-trap
- Check cooling temperature
- Inspect coil condition

Items not included

- Controls systems management
- Water treatment

HVAC Service Schedule

		Filter Service and Maintenance Schedule											
		Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Facility	City Hall				X						X		
	MOC				X						X		
	REC				X						X		
	Big Rock										X		
	Beaver Lodge										X		
	Beaver Shop										X		
	Pine Lake										X		
	Sween House										X		
	Mars Hill						X						X

City of Sammamish HVAC Equipment List

City Hall
801 228th Ave SE Sammamish, WA 98075

Unit	Manufacturer	Description	Model	Serial	Location
AH1	Petra	Packaged Rooftop Unit	PPH80	101/01	Rooftop
AH2	Petra	Packaged Rooftop Unit	PPH30	201/01	Rooftop
AC3	Mitsubish	AC Unit		191B	
AC4	Liebert	AC Unit		2-001	
B1	Cleaver Brooks	Natural Gas Boiler	MTF-200-1250-60HW	MB000642	2nd Mech
B2	Cleaver Brooks	Natural Gas Boiler	MTF-200-1250-60HW	MB000643	2nd Mech
CP	Flowserve	Glycol Pump		7024	1st Server
CP1	Armstrong	Building Hot Water Circ Pump			
CP2	Armstrong	Building Hot Water Circ Pump			
CP3	Bell and Gossett	Circ Pump	1510-BF-10.75	C142434-01M11	2nd Mech
CP4	Bell and Gossett	Circ Pump	1510-BF-10.75	C142434-02M11	2nd Mech
CP5	Flowserve	Glycol Pump		7014	1st Server
CU3	Mitsubishi	Condensing Unit		699C	2nd Server
CU4	Liebert	Condensing Unit		2810	
EF1		Exhaust Fan Room 108, 109			Rm 108,109
EF2	Penn Ventilation	Exhaust Fan Restrooms	DX-148		Roof
EF3	Penn Ventilation	Exhaust Fan			Rm148-152
EF4	Penn Ventilation	Exhaust Fan			Lunch Room
EF5	Penn Ventilation	Exhaust Fan Copy Room	DX-118		Rm 131
EF6		Exhaust Fan			
EF7	Zephyr	Exhaust Fan			Electrical Rm
EF8	Zephyr	Exhaust Fan			Rm 209
EF9	Zephyr	Exhaust Fan			Garage
EF10	Zephyr	Exhaust Fan			Garage
EF11	Zephyr	Exhaust Fan			Garage
EF12	Penn Ventilation	Exhaust Fan	FX08BFT		Lower Roof
EF13	Zephyr	Exhaust Fan	FX36B		Garage
EF14	Penn Ventilation	Exhaust Fan	FX36B		Garage
EF15	Penn Ventilation	Exhaust Fan	FX36BFT		Lower Roof
EF16	Penn Ventilation	Exhaust Fan Rm 211, 212	FX36BFT		Lower Roof
EF17	Zephyr	Exhaust Fan			Rm 207
EF18	Zephyr	Exhaust Fan			Pergola
EF19	Zephyr	Exhaust Fan			Garage
EF20	Zephyr	Exhaust Fan	DX08S		Lower Roof
EF21	Greenheck	Exhaust Fan	G-143-VG-7-X	12712272-1112	Upper Roof

Maintenance and Operation Center (MOC)
1801 244th Ave NE Sammamish, WA 98074

Unit	Manufacturer	Description	Model	Serial	Location
AC1	Mitsubishi	Air Handler	PKA-A18HA	967B	Elevator Mech
AC2	Mitsubishi	Air Handler	PKA-A18HA4	003B	Server Room
CU-2	Mitsubishi	Condensing Unit	PUZ-A18NHA4	1254	Server Room
CU1	Trane	Condensing Unit	4TTA3060A3000BA	CG2F	Multi Room
CU2	Trane	Condensing Unit	4TTA3060A3000BA	CT5F	Crew 107
CU3	Trane	Condensing Unit	4TTA073D300AA	MEYA	Outside
CU4	Mitsubishi	Condensing Unit	PUZ-A18NHA3	311B	Outside
EF1	Carnes	Exhaust Fan			Staging 213
EF2	Carnes	Exhaust Fan			Mud Room
EF3	Carnes	Exhaust Fan			Kitchen

EF4	Carnes	Exhaust Fan			Loft
FG1	Reznor	Gas Fired Unit	SDH125-S	3682	Loft
FG2	Reznor	Gas Fired Unit	SDH100-S	368O	Loft
FG3	Reznor	Gas Fired Unit	SDH125-S	3683	Loft
FG4	Reznor	Gas Fired Unit	SDH75-S	3678	Loft
FG5	Reznor	Gas Fired Unit	SDH100-s	3681	Loft
FG6	Reznor	Gas Fired Unit	SDH125-S	3684	Loft
FG7	Reznor	Gas Fired Unit	SDH75-S	3679	Loft
UH1	Sterling	Unit Heater		1003	Staging 213
UH2	Sterling	Unit Heater		1005	Staging 213
UH3	Sterling	Unit Heater		1002	Staging 213
UH4	Sterling	Unit Heater		1001	Staging 213
UH5	Sterling	Unit Heater		1004	Staging 213

REC Center

825 228th Ave NE Sammamish, WA 98074

Unit	Manufacturer	Description	Model	Serial	Location
AH1	System-Air	Air Handler		O798	W Mech Rm
CU1	York	Condenssing Unit	H3CE240A25A	NDGM050015	W of Building
GP1	Trane	Gas Pack	YCH060C3LBBE	N15102893D	W of Building
GP2	Trane	Gas Pack	YCH060C3LBBE	N15102892D	E of Building
UH1	Reznor	Unit Heater		6519	W Mech Rm

Big Rock Park House

21805 SE 8th St. Sammamish, WA 98074

Unit	Manufacturer	Description	Model	Serial	Location
UH1	Rheem	High Efficiency Water Heater	81GX80-A	R-1296C09488	Closet
UH2	Rheem	High Efficiency Water Heater	81GX80	R-DD-0793C11614	Closet
GFM1	Bryant	Gas Furnace	Plus 90 Series	3498AC1816	Closet
GFN2	Bryant	Gas Furnace	Plus 90 Series		Closet
CU1	Bryant	Condensing Unit	594DN036-B	3898E22014	Outside
CU2	Bryant	Condensing Unit	594DN036-B	3898E22017	Outside

Beaver Lake Lodge

25101 SE 24th St. Sammamish, WA 98075

Unit	Manufacturer	Description	Model	Serial	Location
EF1	Jenn Fan	Exhaust Fan			Roof
EF2	Jenn Fan	Exhaust Fan		8401	Roof
FG1	Payne	Gas Furnace		7804	Mech Room
FG2	Trane	Gas Furnace		EE7G	Mech Room
MUA1	Reznor	Make Up Air Unit	HCXE125-6-S20E	6664	Mech Room
UH1	AO Smith	Water Unit Heater	BT-100-230	ME94-0343824-230	Mech Room

Beaver Lake Shop

25005 SE 24th St. Sammamish, WA 98075

Unit	Manufacturer	Description	Model	Serial	Location
FE1	York	Electric Furnace		1495	
UH1	King	Unit Heater			
UH2	King	Unit Heater			

Pine Lake Park

2405 228thAve SE Sammamish, WA 98075

Unit	Manufacturer	Description	Model	Serial	Location
GFN1	National Steel	Gas Furnace	N100C-15	3H75-Y-6312	Mens RR
EFA1	Lennox	Electric Furnace	ES2D-171-2	A47247	Mens RR
EFA2	Lennox	Electric Furnace	ES2D-171-3	A843070	Lifeguard Rm

Exhibit 1

Sween House
550 222nd PL SE Sammamish, WA 98075

Unit	Manufacturer	Description	Model	Serial	Location
GFN1	Bryant	Gas Furnace	Plus 90 Series		Garage
UH1	AO Smith	Water Unit Heater	FSG-50-G00N010S15		Garage
AHU-1	Rheem	Air Conditioner	RAMC-048JBZ	6976F230402947	Side of House

Mars Hill Church
120 228th Ave NE Sammamish, WA 98074

Unit	Manufacturer	Description	Model	Serial	Location
GP	Carrier	Gas Pack	48TMD014PA-601RQ	1508G40663	Upper Roof
GP	Carrier	Gas Pack	48TMD014PA-601RQ	1508G40664	Upper Roof
GP	Carrier	Gas Pack	48TME007PM-601	1708G30312	Upper Roof
GP	Carrier	Gas Pack	48TME007PM-601	1708G30311	Upper Roof
GP	Carrier	Gas Pack	48TME007PM-601	1508G50354	Lower Roof
GP	Carrier	Gas Pack	48HJE004PM-641	1708G10292	Lower Roof
GP	Carrier	Gas Pack	48TME007PM-601	1708G30292	Lower Roof
GP	Carrier	Gas Pack	48TMD014PA-601RQ	1708G30293	Lower Roof
GP	Carrier	Gas Pack	48TCEA042AGA0A0	2509G30185	Lower Roof
GP	Carrier	Gas Pack	48TCEA042AGA0A0	3309G40297	Lower Roof
GP	Carrier	Gas Pack	48TMD020-611BA	1708U11157	Lower Roof
MUA	Captive-Aire	Make Up Air Unit	A1-G10		Lower Roof
CU1	Carrier	Condenser			Lower Roof
AH1	Carrier	Air Handler			ServerRoom
CU2	Mitsubishi	Condenser			Lower Roof
AH2	Mitsubishi	Air Handler			Elevator Mech
EF1	Cook	Exhaust Fan			Lower Roof
EF2	Cook	Exhaust Fan			Lower Roof
WH		Water Heater			
WH		Water Heater			
WH		Water Heater			

ADDITIONAL WORK RATE SCHEDULE

In the event the City desires additional services other than those described in Section 3 of this agreement, the Contractor agrees to perform such services according to the following schedule or for an amount negotiated by the parties, whichever is less, so long as the hourly rate is not less than the prevailing wage. Additional services shall be proposed by the City or the Contractor.

Standard Additional Work	Rate	
Worker 1	$124	Hourly
Worker 2 (if required)	$124	Hourly
Overtime Rate	$186	Hourly
Part Markup	30%	Percent
Trip / Truck Charge	x	Yes / No
Trip / Truck Charge Amount	$74	Dollar Amount

Emergency Service	Rate	
Worker 1	$124	Hourly
Worker 2 (if required)	$124	Hourly
Emergency Overtime Rate	$186	Hourly
Trip / Truck Charge	x	Yes / No
Trip / Truck Charge Amount	$74	Dollar Amount

Signed: Kelly Chase Dated: 11-11-16

Bid Amount
Please provide below the total annual cost of maintenance for each site.

City Hall	$ 6,325.00 + wsst
MOC	$ 1,968.00 + wsst
REC	$ 843.00 + wsst
Big Rock Park	$ 302.00 + wsst
Beaver Lake Lodge	$ 300.00 + wsst
Beaver Lake Shop	$ 196.00 + wsst
Pine Lake Park	$ 212.00 + wsst
Sween House	$ 253.00 + wsst
Mars Hill	$ 2,343.00 + wsst

Signed: Kelly Chase Dated: 11-11-16

Tax @ 9.5% $1,210.49
Total bid w/ tax $13,952.49

Exhibit 1

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

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

TIN No.: 91-0987825 Social Security No.: _____

Print Name: Kelly Chase

Title: Sales Manager

Business Name: Pacific Air Control, Inc.

Business Address: 19116-220th ST SE, M101 Bothell, WA 98021

Business Phone: 206-682-6393

11-17-16
Date

Kelly Chase
Authorized Signature (Required)

Exhibit 2

BID TAB - Facility Department
HVAC Service for City Parks and Facilities
Due Date: November 14, 2016 at 2:00 PM

BIDDER	Signed Proposal Form (Form #1)	Additional Rate Schedule (Form #1A)	Bidder Qualifications Certificate (Form #2)	Client References (Form #3)	Acknowledgements of Amendments (Form #4)	No Collusion Affidavit (Form #5)	Total Cost for Maintenance	Standard Additional Work Hourly Rate	Truck Charge	Part Markup	**TOTAL Minimum Annual Charge** *plus WSST
McKinstry Co.	X	X	X	X	X	X	$20,727.00	$137.00	$50.00	40%	**$20,914.00**
PSF Mechanical	X	X	X	X	X	X	$13,980.00	$137.00	$85.00	30%	**$14,202.30**
Pacific Air Control	X	X	X	X	X	X	$12,742.00	$124.00	$74.00	30%	**$12,940.30**

The apparent winner is Pacific Air Control, Inc

Exhibit 2

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/7/2016

Originating Department: Facilities Department

Clearances:

☑	Attorney	☐	Community Development	☐	Public Safety
☐	Admin Services	☐	Finance & IT	☐	Public Works
☑	City Manager	☐	Parks & Recreation	☑	Facilities

Subject: 2017 Contract for Maintenance and Repair services for the Keyless Entry Systems

Action Required: Authorize the City Manager to execute a contract with Western Entrance Technology, LLC for repair and maintenance services for the keyless entry systems, door hardware and associated Closed Circuit TV (CCTV) systems.

Exhibits:

1. Contract

Budget: $35,000 is allocated in the adopted 2017 Facilities Department Budget for repair and maintenance of the keyless entry systems.

Summary Statement:
This is a contract with Western Entrance Technology, LLC for maintenance and repair of the keyless entry systems, door hardware and associated CCTV systems at City facilities.

This is a sole source contract. The current contractor controls, and has security clearance for, 24/7 access to all of the City's electronic door access systems including the King County Sherriff's Office and the Sammamish Police Department. Changing contractors at this time would result in additional costs to bring on a new control system, costs to modify or swap out key card hardware and require significant staff time to transition the operation to a new contractor.

This contract will support four City-owned buildings including City Hall, the Maintenance and Operations Center (MOC), the Recreation Center and the Mars Hill Facility.

Background:
The previous keyless entry system and door hardware repair and maintenance contract was less than $15,000 and was signed under the City Manager's signing authority. The budgeted amount for maintenance of these systems was increased to $35,000 in 2017 to reflect the increased need for services. Of note, the keyless entry system was expanded to the MOC in 2016 to address ongoing security concerns.

There is no guarantee that the full contract amount will be needed or expended. Work tasks under the repair and maintenance portion of this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.

Financial Impact:
$35,000 is allocated in the adopted 2017 Facilities Department Budget for repair and maintenance of the keyless entry systems, door hardware and associated CCTV systems.

The staff recommendation is to authorize a contract in the amount of $30,000 + tax to cover maintenance services in 2017 for a total amount not-to-exceed $32,850.00

Recommended Motion:
Authorize the City Manager to execute a contract with Western Entrance Technology, LLC. For an amount not-to-exceed $32,850 for maintenance and repair of the keyless entry systems, door hardware and associated CCTV systems.

SMALL PUBLIC WORKS SERVICE CONTRACT

Between:	City of Sammamish and Western Entrance Technology, LLC
Project:	Maintenance of door access system and CCTV
Commencing:	January 1, 2017
Terminating:	December 31, 2017
Amount:	Not-to-exceed $32,850.00

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Western Entrance Technology, LLC, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Maintenance of Door Access System and CCTV and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection

with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

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

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

7. Prevailing Wages/Performance Bond

7.1 Performance Bond. (Not Applicable)

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented**. If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at
https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission.

Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

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

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

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

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

10. Termination.

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

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

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

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

11. **Duration**. This contract may be renewed at the City's option for up to three (3) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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.

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

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

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

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

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

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

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

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

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

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

TO CITY:

City of Sammamish, and
Facilities Department

Contact Name: Andrey Polyanskiy

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 952-2119

Contact email: apolyanskiy@sammamish.us

TO CONTRACTOR:

Contractor:
Western Entrance Technology, LLC

Contact Name: Stephen Wilson

Street Address: P.O. Box 159

City, State, Zip: Monroe, WA 98272

Phone: 360-863-932

Contact email: steve@westernentrancetech.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

Attest/Authenticated:

_____
City Clerk

CONTRACTOR, WASHINGTON

By: Alida Sullivan

Title: Manger

Date: ~~10/27/2016~~ 10/14/16

Approved as to Form:

_____
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Per the RFP including
Pricing

Maintenance of door access system and CCTV for the City facilities as requested by the city project manager.

Please see attached scope of work dated (01/14/216) describing the work to be performed and the hourly service rates. All work performed under this contract must be authorized in advance by the assigned City contract manager.

Steve Wilson

Hourly rate for regular hrs.
$135.00 portal to portal
Hourly rate for overtime
$202.00 portal to portal

Emergency Call Out - NA
Part and material markup% NA,
All work quoted on a per job
basis.
truck charge NA
Portal to Portal charges Above

Western Entrance Technology, LLC
P.O. BOX 159
Monroe, WA 98272-0159
360-863-9382
Fax 360-863-0832
Cell 206-818-1189

http://www.westernentrancetech.com/

Exhibit 1

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

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

TIN No.: 51-0454761 Social Security No.: _____

Print Name: Alida Sullivan

Title: Manager

Business Name: Western Entrance Technology, LLC

Business Address: PO Box 159, Monroe, WA 98272-0159

Business Phone: 360-863-9382

10/27/2016
Date

Alida Sullivan Digitally signed by Alida Sullivan Date: 2016.10.28 08:55:03 -07'00'

A. Sullivan 11/14/16

Authorized Signature (Required)

Rev 8/2016

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/2/2016

Originating Department: Facilities Department

Clearances:

☑	Attorney	☐	Community Development	☐	Public Safety
☐	Admin Services	☐	Finance & IT	☐	Public Works
☑	City Manager	☐	Parks & Recreation	☑	Facilities

Subject: 2017 Contract for Plumbing Repair & Maintenance Services at City-owned buildings.

Action Required: Authorize the City Manager to execute a contract with Hermanson Company, LLP for plumbing repair and maintenance services at City-owned buildings.

Exhibits:

1. Contract

Budget: $32,850 is allocated in the adopted 2017 Budget for plumbing repair and maintenance services. Funds are drawn from both park maintenance and facility maintenance budgets, depending on the specific work task.

Summary Statement:

This is a contract renewal for plumbing repair and maintenance services for all City of Sammamish parks and facilities.

Hermanson Company, LLP, was selected as the lowest responsive bidder through a competitive bid selection process using the eCityGov Shared Small Works Roster in 2014. Per the initial Request for Proposal, this contract may be renewed at the City's option for up to three (3) additional one-year terms. This is the second renewal.

This contract will support all City parks and facilities including City Hall, the Beaver Lake Lodge, the Beaver Lake Maintenance Shop, the Sween House, the Big Rock Park House, the Boy &Girls Club/Recreation Center and the Maintenance and Operations Center. Although the Sween House and the Recreation Center are leased facilities, maintenance of a portion of the plumbing systems at both facilities is the responsibility of the City.

Background:
The City has entered into a variety of ongoing repair and maintenance contracts and found this contracting method to be very effective, especially as maintenance needs are often uncertain. The previous contract amount of $30,000 has been sufficient to meet the City's needs in previous years.

There is no guarantee that the full contract amount will be needed or expended. Work tasks under the repair and maintenance portion of this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.

Financial Impact:
$32,850 is allocated in the adopted 2017 Budget for plumbing services. Funds are drawn from both park maintenance and facility maintenance, depending on the specific work task.

The staff recommendation is to authorize a contract in the amount of $30,000 + tax to cover plumbing maintenance and repair services in 2017 for a total amount not-to-exceed $32,850.00

Recommended Motion:
Authorize the City Manager to execute a contract with Hermanson Company, LLP in an amount not to exceed $32,850 for annual plumbing repair and maintenance services at City parks and facilities.

SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between:	City of Sammamish and Hermanson Company, LLP
Project:	Plumbing Services for City Parks and Facilities
Commencing:	January 1, 2017
Terminating:	December 31, 2017
Amount:	Not-to-exceed $32,850.00

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Hermanson Company, LLP (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Plumbing Service for City Parks and Facilities and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

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

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

4. Warranties/Guaranty.

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

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

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

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

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

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

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection

with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

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

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

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. (Not Applicable)

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented**. If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at
https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission.

Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

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

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

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

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

10. Termination.

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

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

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

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

11. **Duration**. This contract may be renewed at the City's option for up to three (1) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

City of Sammamish, and
Facilities Department

Contact Name: Andrey Polyanskiy

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 952-2119

Contact email: apolyanskiy@sammamish.us

TO CONTRACTOR:

Contractor: Hermanson Company
contractor name

Contact Name: Reid Bero

Street Address: 1221 2nd Ave N

City, State, Zip: Kent WA 98032

Phone: ~~206~~ - 253 - 796 - 5875

Contact email: (contact email address)

Rbero@hermanson.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: _____

Title: Director of Service

Date: 10-27-16

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

EXHIBIT A

SCOPE OF SERVICES
Per the RFP including Prices

Hermanson

Hermanson Company LLP
1221 2nd Avenue North
Kent, WA 98032

tel 206-575-9700
fax 206-575-9800

2016 Service Department Labor Rates

HVAC Labor Services

1. Contract customer preferred rate	$128.00
2. Premium labor is 1.5 times preferred rate	$192.00
3. Holiday/Sunday preferred labor rate	$254.00

Plumbing & Piping Labor Services

1. Contract customers preferred rate	$128.00
2. Premium labor is 1.5 times preferred rate	$192.00
3. Holiday/Sunday preferred labor rate	$254.00

HVAC Controls Monitoring, Engineering & Programming Labor Services

1. Contract customers preferred rate	$128.00
2. Premium labor is 1.5 times preferred rate	$192.00
3. Holiday/Sunday preferred labor rate	$254.00

Mechanical Construction, Engineering and Service

www.hermanson.com

Revised 03/03/06 - DC

Exhibit 1

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

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

Please check the appropriate category:

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

TIN No.: 91-2014499 Social Security No.: _____

Print Name: Dave Gough

Title: Director

Business Name: Hermanson Company LLP

Business Address: 1221 2nd Ave N Kent WA 98032

Business Phone: 206-575-9700

10/27/16
Date

Dave Gough
Authorized Signature (Required)

Rev 8/2016

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/18/2016

Originating Department: Parks and Recreation

Clearances:

- ☐ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☑ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: 2017 Contract for Parks Landscape Maintenance Services.

Action Required: Authorize the City Manager to execute a contract with Badgley's Landscape LLC for 2017 Parks Landscape Maintenance Services.

Exhibits: Contract with Scope of Work.

Budget: Funds are allocated in the adopted 2017 Professional Services - Parks Resources Management Budget for Park Landscape Services.

Summary Statement:

Parks landscape services have been a contracted service since the City's incorporation and have again been identified in the 2017-18 budget to be performed by contract.

This contract is in addition to the work performed by our in-house maintenance and operations staff.

Background:

A Request For Proposals (RFP) process, using the eCityGov Shared Small Works Roster, was issued in September 2015. A total of six firms responded to the RFP. Badgley's Landscape LLC was identified as the lowest responsible bidder.

This contract is the first of three (3) additional one year term renewals allowed in the 2016 Contract. Compensation may be adjusted based on any increase in the June to June Seattle Consumer Price Index – Urban (CPI-U) rate.

The 2016 Parks Landscape Contract has been well executed by Badgley's Landscape LLC. All of the previous services for the parks are included in the 2017 Parks Landscape Services Contract along with the addition of the Sammamish Community & Aquatic Center grounds, the Mars Hill facility grounds and the addition of Big Rock Park Site B.

Financial Impact:

The total amount of the proposed contract is $195,015.58 including tax. The bid amount of $185,015.58 including tax plus a management reserve fund in the amount of $10,000 is being requested to be used only by written authorization to cover any unidentified landscape services for the City parks and facility grounds.

Recommended Motion:

Authorize the City Manager to execute a contract with Badgley's Landscape, LLC to provide Parks Landscape Services for a total amount of $195,015.58.

Exhibit 1

SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between:	City of Sammamish and Badgley's Landscape LLC
Project:	Parks Landscape Maintenance Services
Commencing:	January 1, 2017
Terminating:	December 31, 2017
Amount:	$ 168,964.00 plus WSST

RECITALS

WHEREAS, the City desires to contract with the Contractor for Parks Landscape Maintenance Services and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

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

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

4. **Warranties/Guaranty**.

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

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

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

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

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

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

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

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

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

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. (Not Applicable)

☐ 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented**. If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its

submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

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

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

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

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

10. Termination.

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

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

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

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

11. **Duration**. This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.
12. **Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

City of Sammamish, and
Department of Public Works

City of Sammamish, and
Department of Public Works

Contact Name: Mike Keller

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mkeller@sammamish.us

TO CONTRACTOR:

Contractor:
contractor name

Contractor:
Badgley's Landscape LLC

Contact Name: Travis Badgley

Street Address: 20701 SR 9 SE

City, State, Zip: Snohomish, WA 98296

Phone: (425) 486-6290

Contact email:badgleys_landscape@frontier.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: Gary Badgley

Title: Sole member

Date: 11-15-16

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Exhibit 1
Bid Schedule

Parks:

Please provide a lump sum price for landscape services at each Sammamish park. The price shall be for one full calendar year. Prices listed shall be for all services at specified frequency as described in Attachment A of Request for Proposal number 16-02. And as amended for 2017.

P-1	Beaver Lake Park	None	$ 19,384.00
P-2	Beaver Lake Preserve	None	$ 1,850.00
P-3	Big Rock Park	Adjust for mowing areas	$ 14,760.00
P-4	Big Rock Park Site-B	Add newly donated park area	$ 18,954.00
P-5	East Sammamish Park	None	$ 6,850.00
P-6	Eastlake High School Community Field	None	$ 1,200.00
P-7	Evans Creek Preserve	Adjust for mowing areas and SR 202 Front	$ 11,665.00
P-8	Illahee Trail	None	$ 4,340.00
P-9	Community and Aquatic Center	None	$ 10,177.00
P-10	Lower Sammamish Commons Wetland Mitigation	None	$ 1,600.00
P-11	Northeast Sammamish Park	None	$ 6,950.00
P-12	Evans Creek Preserve II	None	$ 2,154.00
P-13	Pine Lake Park	None	$ 9,850.00
P-14	Pine Lake Park Wetland Mitigation Area	None	$ 240.00
P-15	Sammamish Commons	None	$ 22,250.00
P-16	Sammamish Landing	Add Irr. Mowing, and beds	$ 7,390.00
P-17	Skyline High School Community Sports Fields	None	$ 1,850.00
P-18	Ebright Creek Park	None	$ 11,620.00
P-19	Mars Hill	None	$ 10,240.00
P-20	Klahanie Park	None	$ 5,640.00

SUBTOTAL FOR PARKS	$ 168,964.00
SALES TAX @ 9.5%	$ 16,051.58
TOTAL BID FOR PARKS	$ 185,015.58

EXHIBIT A
City of Sammamish

SECTION A – GENERAL SCOPE OF SERVICES

The contractor shall furnish all labor, tools, equipment, materials, supplies, supervision, transportation and other items necessary for the complete maintenance and landscaping, in accordance with the provisions herein, of the following parks and streetscapes within the City of Sammamish.

1.01 Duration of Contract
The City anticipates the service period to be from January 1, 2017 through December 31, 2017.

1.02Change of Scope
A Discretionary Work Request Form shall be executed and filed with the City for all changes and/or additional work or materials in excess of the requirements covered in the contract. The Discretionary Work Request Form, when endorsed by the vendor and by the City, shall become binding to both parties thereto.

1.03 Maintenance and Chemical Application Log
The Vendor providing services must submit a Maintenance and Chemical Application Log for each site, with monthly invoices. The Vendor must use the form provided by the City (RFP Attachment "E").

2.01 Scope of Services

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

A. Responsibilities
1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform landscape maintenance services as specifically outlined in this section.

2. All fieldwork shall be performed under the supervision of a qualified horticulturalist. Operators shall be licensed for all functions, including pesticide, fertilizer, herbicide, and flagging where required.

3. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.

4. Any vendor having employees working on or near a street shall comply with City of Sammamish and Washington State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must

   wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.

5. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.

6. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:

   a. Require the vendor to rectify the deficiency within 24 hours and/or,

   b. Collect liquidated damages as specified in the Contract.

7. The vendor shall establish a weekly work schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. <u>In no case</u> shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator. Equipment intensive work such as mowing, edging, and blowing done at the park sites shall not commence before 7:00 am on weekdays and 9:00 am on weekends and be completed before 3:30 pm.

8. Work not included in this contract includes, but is not limited to graffiti removal, plant replacement, de-thatching, aerating and structural repairs.

9. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.

10. The vendor shall provide proof of State of Washington, Department of Agriculture, and Pesticide Certifications for each employee that will apply pesticides (upon award of contract.)

11. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.

12. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.

13. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.

14. Smoking shall not be permitted in any City Building or on City grounds.

15. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.

16. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.

17. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).

18. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect members of the public from injury. It is the vendor's responsibility to provide close supervision of landscape maintenance operations and management of the work sites.

19. Incidents, altercations or accidents involving facility visitors, vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.

20. The vendor shall replace, at the vendor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from the vendor's failure to provide maintenance in accordance with the

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

21. The contractor will send in writing a weekly list of all work performed the previous week. List will include all areas maintained, description of work performed, and quantities, type and locations of any supplies used.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment to perform Landscape Maintenance Services as specifically outlined in this section.

2. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.

3. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.

4. The vendor shall supply all herbicides, fertilizers, chemicals and the like for servicing the facilities as scheduled.

5. The vendor shall supply all necessary data and meet requirements to comply with the State Chemical Hazard Right to Know Act.

C. Waste/Materials Disposal

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

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

3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Maintenance Task I: Lawn Care

1. General Lawn Care
    a. Mowing shall be done during the growing season, from March through November. Mowing from December 1 to February 28/29 shall be at the discretion of the City.

b. The vendor shall maintain all lawns, excluding developed athletic fields, at the sites covered by this agreement in a healthy, neat, trim, and growing condition.

c. The vendor shall remove and dispose of all paper, rubbish or debris from a mow area prior to mowing.

d. Fine turf mowing shall be mowed to a height range of one and one-half (1 ½) to two and one-quarter (2 ¼) inches.

e. All rough mowing turf shall be mowed to a height of four (4) to six (6) inches.

f. Collection of grass clippings is required only to prevent grass clumps from being left on the turf. A mulching mower may be used when an acceptable appearance is obtained (no clumps or excessive grass left behind). Due to safety concerns, the use of side-discharge, noncollecting type mowers are prohibited in the areas of adjoining pedestrian or vehicle access.

g. Hard surfaces shall be left clean and free of grass and debris resulting from landscape maintenance tasks.

h. The vendor is to supply a monthly mow schedule by the first of each month. All mowing must be started and finished on the same day.

i. Any property damage resulting from the use of mowing equipment shall be the responsibility of the vendor.

2. Line Trimming

a. Turf around posts, fences, trees, shrubs, and other obstacles shall be trimmed. Care shall be taken not to damage structures or trees with equipment.

b. Turf around vaults, valve boxes, and irrigation heads shall be trimmed as necessary to ensure proper access and operation.

c. Hard surfaces shall be cleaned free of grass and debris resulting from this task.

d. Any property damage resulting from the use of trimming equipment shall be the responsibility of the vendor.

3. Edging

a. Lawn edges shall be edged at sidewalks, curbs, walls, fences, foundations, pathways, shrub beds, tree trunks, poles, and formal edges.

b. Edging shall be done by powered edging equipment, unless otherwise approved by the Contract Administrator.

c. Caution shall be used to prevent chipping of concrete structures by edging equipment.

d. Hard surfaces shall be cleaned free of grass and debris resulting from this task.

e. Any property damage resulting from the use of edging equipment shall be the responsibility of the vendor.

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

1. Pruning

a. The vendor shall maintain all trees, shrubs, and groundcover of the parks in a healthy, growing condition.

b. All pruning must be done under the supervision of a certified arborist.

c. Shrubs shall be trimmed to maintain desired shape and function as needed to provide a neat, trim appearance. Pruning to maintain the natural growth habit of the plant species is recommended. Shearing, as a method of pruning, shall be used only with the approval of the Contract Administrator. Shrubs in ROW to be pruned to avoid sight distance issues.

d. Ornamental trees shall be pruned in accordance with International Society of Arboriculture (ISA) Guidelines and are not to be pruned except to remove singular broken branches or perform minor clearance pruning, unless otherwise approved by the Contract Administrator.

e. Ornamental trees shall be pruned to maintain access along pedestrian, trail corridors, and streets. Trees shall be tip pruned, branch pruned and/or if of sufficient size and shape, pruned to lift the tree canopy to maintain overhead clearance. Immature ornamental trees must be carefully evaluated before any attempt is made to raise the canopy.

f. Vertical trail clearance is a minimum eight feet (8’) and horizontal clearance is three feet (3’) beyond the trail edge. Horizontal clearance may vary depending on the style of construction, obstructions, and property boundaries. Topping or heading, which involves the cutting of limbs back to a stub, bud, or a lateral branch not large enough to assume the terminal role, is not an acceptable pruning method. Dead or diseased trees shall be removed and/or replaced at the option of the City and are not included in the contract. Pruning over twelve feet (12’) is not part of the scope of services and will be handled by use of a Discretionary Work

Request Form, unless specifically called for in the bid request for a specific site.

g. Trees in streets ROW are to be pruned to avoid sight distance or vehicle interference issues.

h. Ornamental trees without tree wells are to be grass-free twelve to eighteen inches (12-18") from the tree base.

i. Native trees shall not be pruned unless specifically called for in the bid request for a specific site.

j. Tree suckers, volunteer seedlings, and other undesirable growths shall be removed from trees and shrubs as necessary.

k. The vendor shall be responsible for notifying the Contract Administrator of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, diseased and insect infested trees.

l. Tree grates shall be removed to weed in the tree well and add pea gravel mulch. If needed tree grates shall be cut to fit around the tree to provide a minimum of one inch (1") clearance or maximum four inch (4") clearance.

m. Naturalized bulbs in shrub beds and tree circles shall be dead-headed after blooming and the foliage cut back once die-back is apparent.

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

2. Weeds, Disease, and Pest Control

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

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

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

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

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

f. The vendor may need to remove dead and damaged plants and replace the same with plants of equivalent size, condition, and variety after obtaining the written approval of the City via a Discretionary Work Request Form.

g. Plant materials supplied by the vendor to the City shall be of first quality condition and shall be warranted by the vendor for one year.

F. Maintenance Task III: Hard Surface Maintenance

1. The entrance drive, parking areas, sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown onto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).

2. Undesired vegetation in sidewalks, curbs and other hard surfaces shall receive an approved herbicide application and be removed. In no case shall any pre or post emergent herbicides with residual characteristics (i.e. Casoron) be used in these areas.

3. Drains, if present at the site, shall be cleaned and checked during each visit and any garbage or debris shall be removed to allow for proper drainage. Additional drainage work may be included in a specific site's annual work program.

G. Maintenance Task IV: Natural Area Maintenance

The vendor shall be responsible for mechanical control of invasive plant material (Scotch Broom, English Ivy, Himalayan Blackberry, Thistle, etc.) in specified areas. Areas of infestation shall be trimmed back by tractor-mounted mowers where access allows or by scythes, line trimmers or manual methods on rough, stony or inaccessible areas.

H. Maintenance Task V: Other Services

1. Leaves shall be removed from all vendor maintained areas. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces. Leaves may be blown into adjacent natural areas where applicable, otherwise accumulations shall be removed from the site.

2. All litter and animal feces shall be removed from all vendor maintained areas. The vendor shall remove litter from the site for disposal. The vendor shall empty all trash receptacles and replace liners, as needed, in the parks and streets. The vendor shall be responsible for supplying the liners (3 mil).

3. The vendor shall provide brush control of all native areas where the edges meet lawn and trail areas. All brambles, low hanging branches or other hazards shall be trimmed back using appropriate hand held machinery.

4. Windfall branches and debris shall be removed from all vendor maintained areas for disposal by the vendor. Wind fallen trees are not part of this contract and will be handled at the request of the Contract Administrator.

5. Manual watering shall be administered as indicated in Attachment A to landscaped areas not covered by automatic irrigation systems. The amount of water applied should ensure plant viability with adequate moisture throughout the root zones of the various plant material present (i.e. trees, shrubs, groundcovers, and annuals).

I. Maintenance Task VI: Weeding Wetland Mitigation Areas

1. Wetland areas to be weeded twice a year by mechanical means only.

2. Remove all weed debris from site.

J. Maintenance Task VII: Rough Mowing/Slope Mowing/Meadow Mowing

1. All rough mowing/slope mowing will be from edge of payment to back of ROW, unless otherwise noted. Field Mowing boundaries will be established per site.

2. All Rough Mowing and Slope Mowing debris to be cleaned from site.

3. Proper traffic control and signage is required.

4. Work to be completed between 9:00 am and 3:30 pm.

5. Meadow mowing to be done by tractor-mounted equipment.

K. Maintenance Task VIII: Weed Spraying

1. Beds and guardrails within the contracted areas may be sprayed for grass, broadleaf weeds, and blackberries

2. Included approved pesticide form to City within one week of spraying

3. All spraying must be done in compliance with federal, state, and local laws and regulations

4. All pesticides need to be approved by the contract administrator

Attachment “A”: SCOPE AND MAINTENANCE SCHEDULE

Attachment A, "P-1": Beaver Lake Park
Scope and Maintenance Schedule

SE 24th Street @ 244th Avenue SE

Beaver Lake Park is an 82 acre city owned park. The vendor shall provide landscape maintenance services for all developed areas, excluding developed athletic fields and including limited natural area maintenance. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather dependent)	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging3	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	April, July, October	3
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12

Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Attachment A, "P-2": Beaver Lake Preserve
Scope and Maintenance Schedule
West Beaver Lake Drive

The vendor is required to maintain the developed areas in and adjacent to the parking lot facilities used for the Beaver Lake Preserve. There are approximately 10 parking stalls. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12

Windfall Debris Removal	As Needed	As Needed

Attachment A, "P-3": Big Rock Park
Scope and Maintenance Schedule
21805 SE 8th St

Big Rock Park is a 16 acre city owned park. The vendor shall provide landscape maintenance services for all areas. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November	35
Weed Removal	Once per month March thru November	9
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in October and November	8

Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed
Maintenance Task VII: Field Mowing		
Field Mowing	September	1

Attachment A, "P-4": Big Rock Park – Site B
Scope and Maintenance Schedule
1615 220th Ave. SE

NOTE: THIS SITE HAS RESTRICTIONS ON WORKING HOURS

1. This property is due to become part of Big Rock Park in the future. The city maintains certain landscaping around the Reard-Freed historical house, and the rest of Parcel No. 0424069019 **Restricted work hours: Tuesday, Wednesday and Thursday only, between 9:00AM and 3:00PM.**

Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per week April thru June; Every other week July to November	23
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June.; Every other week July to November	23
Weed Removal	Once per month March thru November	9

Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in October and November	8
Leaf Removal	Once a week in October and November	8
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Attachment A, "P-5": East Sammamish Park

Scope and Maintenance Schedule

21300 NE 16th Street

East Sammamish Park is a 19 acre city owned park. Provide landscape maintenance services for all developed areas, excluding developed athletic fields. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes Frequency Maintenance Task	Estimated Total I: Lawn Care
	Once per week starting the second week	
Mowing Irrigated Areas	in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather dependent)	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November	35
Rev 8/16 - 2017 Parks Landscape Maintenance		24

Weed Removal Once a week March thru November 40

Maintenance Task IV: Natural Area Maintenance

Invasive Control April, June, September 3

Maintenance Task V: Other Services

Leaf Removal Once a week October thru December 12

Brush Control May, June, August, October 4

Windfall Debris Removal As Needed As Needed **Attachment A, "P-6": Eastlake High School Community Sports Fields**

Scope and Maintenance Schedule

400 228th Ave NE

The Community Sports Fields at Eastlake High School are on land owned by the Lake Washington School District, but are maintained and operated by the City of Sammamish. The vendor shall provide landscape maintenance services for all developed areas within the City's designated maintenance area, excluding developed athletic fields. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru November	16
Line Trimming	Every other week April thru November	16
Edging	Every other week April thru November	16
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Maintenance Task III: Hard Surfaces		
Sweeping	Every other week April thru November	16
Weed Removal	Every other week April thru November	16
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Windfall Debris Removal	As needed	As Needed

Attachment A, "P-7": Evans Creek Preserve

Scope and Maintenance Schedule

4001 224th Ave NE (Off of Hwy 202)

Evans Creek Preserve is 180 acres of open space. There are limited developed areas that will require minimal maintenance such as mowing. The vendor shall provide landscape maintenance services for these defined areas. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding 23	Once per week April thru June. Every other week July thru November	
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June. Every other week July to November	23
Weed Removal	Once a week April thru June; Every other week July thru November	23
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, September	3
Maintenance Task VII: Field Mowing		
Field Mowing	Once in May, July and September NEW 2017	3

Attachment A, "P-8": Illahee Trail
Scope and Maintenance Schedule
23500 NE 8th St

Illahee Trail is a half mile long recreational trail surrounding a wetland. The vendor shall provide landscape maintenance services for all developed areas, including limited natural area maintenance. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		

Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per week April thru June; Every other week July to November	23
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November	35
Weed Removal	Once per week April thru June; Every other week July thru November	23
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed
Maintenance Task VII: Field Mowing		
Mowing NW Hillside	May, June, July, September	4

Attachment A, "P-9": Community and Aquatic Center

Scope and Maintenance Schedule

831 228th Ave SE

The vendor shall provide landscape maintenance services for all developed areas within the property, including the wetland perimeter. Work shall be done in accordance with the following table:

Exhibit 1

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	April, July, October	3
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	**May, July, October**	**3**
Leaf Removal	Once a week October thru December	12
Brush Control	May, June, August, October	4

Attachment A, "P-10": Lower Sammamish Commons Wetland Mitigation Area Scope and Maintenance Schedule

550 222nd Pl SE

Lower Sammamish Commons Wetland Mitigation Area is located within the Sammamish Commons Park. Landscape maintenance of wetland mitigation area will comprise of weed removal only. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task VI: Wetland Mitigation		
Weed Removal	May and September	2

Exhibit 1

Attachment A, "P-11": Northeast Sammamish Park
Scope and Maintenance Schedule
Sahalee Way @ NE 36th Street

Northeast Sammamish Park is a 4 acre neighborhood park owned by the city. The vendor shall provide landscape maintenance services for all developed areas within. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Attachment A, "P-12": Evans Creek Preserve II
Scope and Maintenance Schedule

3650 Sahalee Way NE

Evans Creek Preserve II is a small roadside park on the east side of Sahalee Way NE. The vendor shall provide landscape maintenance services for all developed areas and including limited natural area maintenance. Work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July thru October(weather dependent)	23
Line Trimming	Once per week April thru June; Every other week July thru October	23
Edging	Once per week April thru June; Every other week July thru October	23
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding	Once a week March thru November	40
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March thru second week in November	35
Weed Removal	Once a week March thru November	40
Maintenance Task V. Other		
Leaf Removal	Once per week October thru December	12
Brush Control	April, June, August, October	4
Windfall Debris	As Needed	As Needed

Attachment A, "P-13": Pine Lake Park
Scope and Maintenance Schedule
2405 228th Ave SE

Pine Lake Park is a 16 acre city owned park. The vendor shall provide landscape maintenance services for all developed areas within, excluding developed athletic fields and including limited natural area maintenance. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week March thru November	40
Weed Removal	Once per week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once per week October thru December	12
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Attachment A, "P-14": Pine Lake Park Wetland Mitigation Area
Scope and Maintenance Schedule
2405 228th Ave SE

Pine Lake Park Wetland Mitigation area is located within the city's Pine Lake Park. Landscape maintenance of wetland mitigation area will be weeding only. Work shall be done in accordance with the following table:

Exhibit 1

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task VI: Wetland Mitigation		
Weed Removal	May and September	2

Attachment A, "P-15": Sammamish Commons
Scope and Maintenance Schedule
801 – 228th Ave SE

Sammamish Commons is a 30 acre city owned park. The vendor shall provide landscape maintenance services for all developed areas within the, including limited natural area maintenance including the native plant garden. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	April, June, July, September	4
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, August, October	4
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Brush Control	April, June, August, October	4

Windfall Debris Removal	As Needed	As Needed

Attachment A, "P-16": Sammamish Landing

Scope and Maintenance Schedule

4607 Eastlake Sammamish Parkway NE

Sammamish Landing is an 8 acre city owned park and Parking Lot. The vendor shall provide landscape maintenance services for all areas. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, June, October	3
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June.; Every other week July to November	23
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Brush Control	May, June, August, October	4

Windfall Debris Removal	As Needed	As Needed

Attachment A, "P-17": Skyline High School Community Sports Fields
Scope and Maintenance Schedule 1122 – 228th Ave. S.

The Community Sports Fields at Skyline High School are on land owned by the Issaquah School District, but are maintained and operated by the City of Sammamish. The vendor shall provide landscape maintenance services for all developed areas within the City's designated maintenance area, excluding developed athletic fields. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month March thru November	9
Groundcover Trimming	April, June, October	3
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Litter Removal	Once a month March thru November	9
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Attachment A, "P-18": Ebright Creek Park
Scope and Maintenance Schedule
1317 212th Ave SE

Ebright Creek Park is a12 acre city owned park. The vendor shall provide landscape maintenance services for all developed areas, including limited natural area maintenance and the sport court facility. Work shall be done in accordance with the following table:

Exhibit 1

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June. Twice a month July to November	23
Line Trimming	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Edging	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	May, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Attachment A, "P-19": Mars Hill
Scope and Maintenance Schedule
120 – 228th Ave NE

The vendor shall provide landscape maintenance services for all developed areas within the property, including the wetland perimeter. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Annual Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week April thru June; Every other week July to November	23
Edging	Once per week April thru June; Every other week July to November	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	Once per month March thru November	9
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in October and November	8
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Attachment A, "P-20": Klahanie Park

Scope and Maintenance Schedule

25000 SE Klahanie Blvd.

Klahanie Park is approximately an11 acre developed park being annexed into the City of Sammamish beginning January 1, 2016. The vendor shall provide landscape maintenance services for all developed areas, including developed athletic fields and including limited natural area maintenance. Work shall be done in accordance with the following table:

Exhibit 1

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather dependent)	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	Once a week March thru November	40
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week October thru December	12
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

GENERAL AND SPECIAL CONDITIONS

General and Special Conditions are additions to, or revisions of, the City's standard Small Works Roster contract. In the event of a conflict between the contract documents and the and the General and Special Conditions, the more stringent requirements shall apply.

All work shall be in strict accordance with the 2004 Washington Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, including cleaning existing Drainage Structures, 7-07, and applicable technical sections, as amended herein or as noted on the drawings.

SC-01 **Permits and Licenses**

Street use permits will be obtained from the City. It is the responsibility of the Contractor to submit 2 copies of a typical traffic control plan for this project.

SC-02 **Project Safety**

Contractor agrees that in performing the work contained within the Contract, that it will meet all regulations in safety as required by 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 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.

SC-03 **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 Glenn Akramoff, Maintenance 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 Material Safety Data Sheet (MSDS) 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.

SC-04 **Traffic Control Plan**

Exhibit 1

All work will be performed during the hours of 7:30 AM to 5:00 PM Monday through Friday. These hours are further restricted to 9:00 AM to 3 PM on streets that require lane closure. No total road closures will be allowed, at a minimum alternating one-way traffic is required between 9 am & 3 pm. All traffic control including but not limited to provision of flaggers, cones, and warning signs are the responsibility of the contractor. The plan will include an overall estimate of work completion time and advance notification to the City of Sammamish Maintenance at (425) 952-2115, and Metro/King County Bus operations, of each day's lane closures and approximate times.

Exhibit 1

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

X Corporation	☐ Partnership	☐ Government
☐ Individual/Proprietor	☐ Other (explain)	☐ Consultant

TIN No.: 571239917 Social Security No.: _____

Print Name: Gary Badgley

Title: Owner

Business Name: Badgley's Landscape LLC

Business Address: 20701 SR 9 SE, Snohomish, WA 98296

Business Phone: 425-486-6290

11-15-16
Date

Gary Badgley
Authorized Signature (Required)

Exhibit 1

EXHIBIT C

PESTICIDE APPLICATION RECORD

WSDA

PESTICIDE APPLICATION RECORD (Version 1)

NOTE: This form must be completed same day as the application and it must be retained for 7 years (Ref. chapter 17.21 RCW)

Washington State Department of Agriculture
Pesticide Management Division
PO Box 42560
Olympia WA 98504-2560
(877) 301-4555

1. Date of Application - Year: _____ Month: _____ Day: _____ Start Time: _____
   Stop Time: _____
2. Name of person for whom the pesticide was applied: _____
   Firm Name (if applicable): _____
   Street Address: _____ City: _____ State: _____ Zip: _____
3. Licensed Applicator's Name (if different from #2 above): _____ License No.: _____
   Firm Name (if applicable): _____ Tel No.: _____
   Street Address: _____ City: _____ State: _____ Zip: _____
4. Name of person(s) who applied the pesticide (if different from #3 above): _____
   License No(s). If applicable: _____
5. Application Crop or Site: _____
6. Total Area Treated (acre, sq. ft., etc.): _____
7. Was this application made as a result of a WSDA Permit? ☐ No ☐ Yes (If yes, give Permit No.) # _____
8. Pesticide Information (please list all information for each pesticide, including adjuvants (buffer, surfactant, etc.), in the tank mix):

a) Full Product Name	b) EPA Reg. No.	c) Total Amount of Pesticide Applied in Area Treated	d) Pesticide Applied/Acre (or other measure)	e) Concentration Applied
			/	
			/	
			/	
			/	
			/	

9. Address *or exact location* of application. NOTE: If the application is made to one acre or more of agricultural land, the field location must be shown on the map on page two of this form.

10. Wind direction and estimated velocity (mph) during the application: _____
11. Temperature during the application: _____
12. Apparatus license plate number (if applicable): _____
13. ☐ Air ☐ Ground ☐ Chemigation
14. Miscellaneous Information:

Location of Application (If the application covers more than one township or range, please indicate the township & range for the top left section of the map only.

Township: _____ N

Range: _____ ☐ E ☐ W (please indicate)

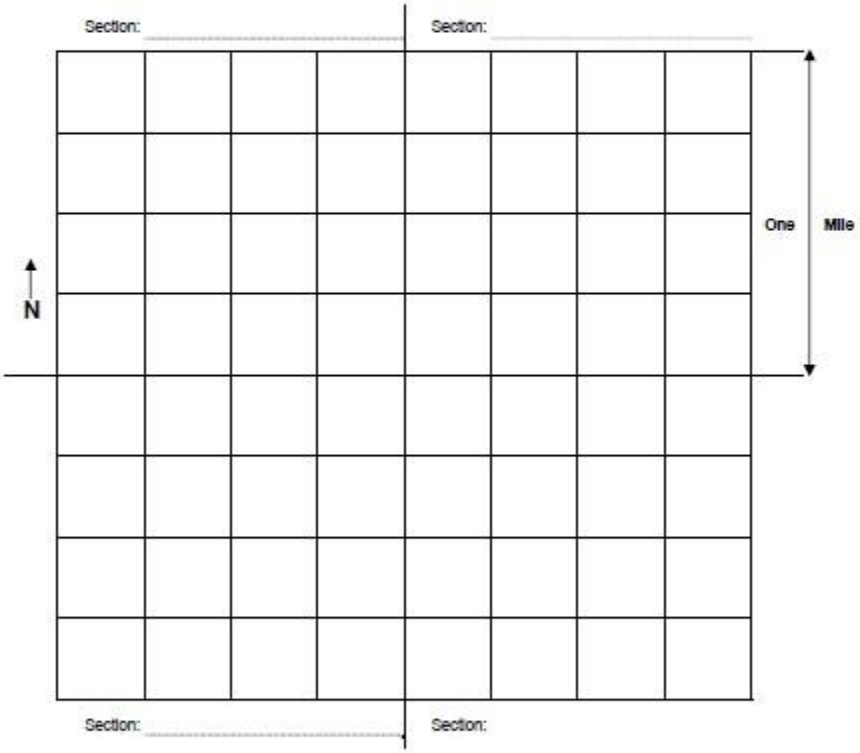
Section(s): _____

Block: _____ Farm Unit: _____

or GPS: _____

County: _____

PLEASE NOTE:
The map is divided into 4 sections with each section divided into quarter-quarter sections. Please complete it by marking the appropriate section number(s) on the map and indicate as accurately as possible the location of the area treated.



Miscellaneous Information:

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/18/2016

Originating Department: Parks and Recreation

Clearances:

- ☐ Attorney
- ☐ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☐ Public Works
- ☑ City Manager
- ☑ Parks & Recreation

Subject: 2017 Contract for Community Sports Field Turf Maintenance.

Action Required: Authorize the City Manager to execute a contract with Rich Landscaping Inc. to provide sports turf maintenance at the Eastlake High School and Skyline High School Community Sports Fields.

Exhibits: Contract with Scope of Work

Budget: $75,000 is allocated in the adopted 2017 Parks Resource Management Budget for sports turf maintenance services.

Summary Statement:

As outlined in the partnership agreement between the City and the Issaquah School District and the Lake Washington School District, the City shall schedule and provide maintenance at the community sports fields. Maintenance of the community sports fields was identified in the 2017-18 budget to be performed by contract.

Background:

Since opening the community sports fields (Skyline in 2005 and Eastlake in 2006 and 2013), maintenance of these fields has been provided by contract.

In addition to the base contract, approval of a management reserve in the amount of $5,750 is being requested to cover additional maintenance services that may be needed throughout the year. Additional sports turf maintenance may be required during heavy use (i.e. tournament play), following a serious weather event, or when minor repairs are needed. Additional sports turf maintenance services are processed through a discretionary work form.

Financial Impact:

The requested authorization amount is $69,258.75 including tax. This includes the base bid for sports turf maintenance in the amount of $57,500.00 plus WSST and a management reserve of $5,750.00 plus WSST. The additional management reserve to be used only by written authorization to cover maintenance services as needed for unexpected turf or equipment repair.

Recommended Motion:

Authorize the City Manager to execute a contract with Rich Landscaping Inc. to provide sports turf maintenance services at the community sports fields for a total amount of $69,258.75.

Exhibit 1

SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between: City of Sammamish and Rich Landscaping Inc.
Project: Sports Turf Maintenance Services
Commencing: January 1, 2017
Terminating: December 31, 2017
Amount: $57,500.00 plus WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Rich Landscaping Inc. (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Sports Turf Maintenance Services and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

WHEREAS, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. Scope of Work to be Accomplished. The Contractor shall perform the work described in Exhibit "**A**" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

2. Contract Documents. The Contract between the parties includes this contract, along with any
Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming the City as additional insured, copy of Contractor's state contractor meet Kent from Precision Concrete Cutting at MOC

license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "**B**" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2 With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. Change Orders. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. (Not Applicable)

☐ 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented**. If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing

Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

8. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: http://www.bls.dor.wa.gov/cities/sammamish.aspx."

10. Termination.

10.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall promptly be submitted to the City

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. **Duration**. This contract may be renewed at the City's option for up to Two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. **Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Contract.

Furthermore, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

13. **Independent Contractor**. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

14. **Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

15. **Waiver**. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

16. **Attorneys Fees**. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

17. **Entire Contract/Binding Effect**. This Contract constitutes the entire agreement between the parties hereto.

18. **Modification**. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

19. **Severability**. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

20. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

City of Sammamish, and
Parks and Recreation Department

Contact Name: Mike Keller

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mkeller@sammamish.us

TO CONTRACTOR:

Contractor:
Rich Landscaping Inc.

Contact Name: Jonathan Richards

Street Address: 27901 Redmond Fall City Hwy

City, State, Zip: Redmond, WA 98053

Phone: (425) 222-9544

Contact email: jonathan@richlandscaping.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: Jonathan Richards

Title: Project Manager

Date: November 2, 2016

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Exhibit 1

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

SCOPE OF SERVICES

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform sports turf maintenance services as specifically outlined in this section.
2. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.

3. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.

4. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:
    a. Require the vendor to rectify the deficiency within 24 hours and/or,

    b. Collect liquidated damages as specified in the Contract.

5. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.

6. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.

7. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.

8. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.

9. Smoking shall not be permitted in any City Building or on City grounds.

10. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.

11. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.

12. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).

13. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park visitors from injury. It is the vendor's responsibility to provide close supervision of landscape maintenance operations and management of the work sites.

14. Incidents, altercations or accidents involving facility visitors, vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.

15. The vendor and his/her employees shall ensure that the mechanical sweeper and brush units used for maintaining the synthetic turf fields are in proper working condition at all times. The vendor shall not perform repair work on City equipment without the permission of the Contract Administrator.

16. The vendor and his/her employees shall be required to return soccer goals and lacrosse goals to their respective storage locations.

B. <u>Equipment and Supplies</u>

1. The vendor shall furnish all tools, material, supplies and equipment to perform sports turf maintenance services as specifically outlined in this section.

2. The vendor shall provide the utility vehicle necessary for operating the sweeper and brush units used on the synthetic turf fields.

3. The City shall furnish the mechanical sweeper and brush units. The vendor shall ensure the sweeper and brush units are in good working condition for the duration of the contract. All repairs and replacement of parts are subject to approval of the Contract Administrator.

4. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.

5. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.

C. Waste/Materials Disposal

1. The vendor shall select his/her own sites for disposal of trash, debris, and unsuitable materials collected under the conditions of the contract. In no case shall trash, debris, or unsuitable materials be disposed upon City property or any property contiguous thereto.

2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.

3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Park Locations

1. Eastlake High School Community Sports Fields, 400 228th Ave NE

2. Skyline High School Community Sports Fields, 1122 228th Ave SE

E. Daily Sports Turf Maintenance Tasks

1. Daily service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am at both parks. Machinery (i.e. blowers) **are not** allowed before 7:00 am. Daily service occurs five times per week.

2. Perform a field inspection. Walk entire field looking for safety issues, broken glass, gum, field seam issues, and wear spots needing additional rubber (rubber provided on site by the City). Report all safety issue findings to the Contract Administrator immediately.

3. Add rubber in wear spots utilizing a push broom.

4. Quick couplers are provided around the perimeter of the fields for field washing requirements (quick coupler operation will be supervised by City staff and keys shall be provided by the City).

5. Clean any spots on the field where needed (litter, gum removal, soda spills, sunflower seeds, etc.)

6. Sweep bleachers, and area around and under bleachers, dugouts, plazas etc.

7. Empty all waste receptacles and replace liners at each site. There are approximately six to ten waste receptacles at each site.

8. Unlock all field gates - Gate openings shall be timed with field maintenance activities.

    a. Eastlake High School Fields 1 & 2: 2 dugouts, 1 pedestrian field gate, and 2 pedestrian restroom gates.

    b. Eastlake High School Field 3: 2 pedestrian gates.

    c. Skyline High School Fields 1 & 2: 2 pedestrian gates.

9. At Skyline High School Fields 1 & 2 and Eastlake High School Field 3 only: Move the soccer and lacrosse goals off of the field of play and to their respective storage locations each morning.

10. At Eastlake High School Field 3: Prepare/Repair the clay game pitcher's mound and the clay visitors' bullpen pitcher's mound and cover each one with a weighted tarp.

11. Check the nets on all goals and replace/repair any damaged nets.

12. Check the base plugs on all fields and replace/repair any damaged plugs.

13. Notify the Contract Administrator of missing or damaged tools, equipment or supplies such as tamp, rakes brooms, base plugs, nets, goals, tarps or a shortage of rubber crumb or sand.

F. Weekly Sports Turf Maintenance Tasks

1. Weekly service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am. Machinery (i.e. blowers) **are not** allowed before 7:00 am. Weekly service occurs one time per week. The vendor shall establish a work schedule for weekly maintenance on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator.

2. Utilizing a utility vehicle with turf tires (vendor provided) or City approved vehicle with turf tires, slowly sweep the fields bi-directionally to remove all debris with a field sweeper (City provided). Vehicle shall be transported to the site; no on-site storage shall be permitted.

3. Blow off all hard surfaces.

4. Remove any organic debris on the field not picked up by the sweeper by use of a blower or hand work (leaves, seeds, fir needles, etc.)

G. Monthly Sports Turf Maintenance Tasks

1. Monthly service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am. Machinery (i.e. blowers) **are not** allowed before 7:00 am. Monthly service occurs one time per month. The vendor shall establish a work schedule for monthly maintenance on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed approximately every four weeks.

2. Utilizing a utility vehicle with turf tires (vendor provided) or City approved vehicle with turf tires slowly broom (City provided) the field bi-directionally to fluff the artificial fibers and redistribute the top layer of rubber crumb. Vehicle shall be transported to the site; no on site storage shall be permitted.

3. Clean all field signs with cleaner to remove any debris.

H. On-Call Services

The vendor shall provide an on-call service phone number to handle customer service needs (fields not prepared properly, unsafe field etc.) and emergencies after-hours.

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- ☑ Corporation
- ☐ Partnership
- ☐ Government
- ☐ Individual/Proprietor
- ☐ Other (explain)
- ☐ Consultant

TIN No.: 91-1341416 Social Security No.: _____

Print Name: Jonathan Richards

Title: Project Manager

Business Name: Rich Landscaping, Inc.

Business Address: 27901 Redmond-Fall City Rd., Redmond, WA 98053

Business Phone: 206-396-2745

November 2, 2016
Date

Jonathan Richards
Authorized Signature (Required)

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/18/2016

Originating Department: Public Works

Clearances:

- ☐ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☑ Public Works

Subject: 2017 Contract for Residential Retention Pond Mowing.

Action Required: Authorize the City Manager to execute a contract with AtWork! for 2017 residential retention pond mowing services.

Exhibits:

1. Bid Tab
2. Contract with Scope of Work.

Budget: This contract is funded through the Surface Water Maintenance Fund. There is $275,000 allocated in the adopted 2017 budget.

Summary Statement:

This contract for retention pond mowing and maintenance will augment and complement the work of our in-house Public Works Operations staff. Retention pond mowing and maintenance services have been identified in the City's adopted budget to be performed as a contracted service.

Background:

Prior to 2014, pond mowing was done by King County. The pond mowing contract has been successful and has been expanded to include additional vegetation control in the stormwater ponds.

A request for proposals (RFP) was issued in September 2016. A total of three firms responded to the RFP. AtWork! was identified as the lowest responsible bidder.

This contract may be renewed at the City's option for up to three (3) additional one year terms. Compensation may be adjusted based on any increase in the June to June Seattle Consumer Price Index – Urban (CPI-U) rate.

Financial Impact:

The total requested authorization amount is $275,000.00 including WSST.

This contract is funded through the Surface Water Maintenance Fund. There is $275,000 allocated in the adopted 2017 budget for Pond Mowing.

Recommended Motion:

Authorize the City Manager to execute a contract with AtWork! for the Residential Pond Mowing in the amount not to exceed $275,000.00 including tax.

SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between:	City of Sammamish and AtWork!
Project:	2017 Residential Retention Pond Mowing
Commencing:	January 1, 2017 (anticipated Authorization to Proceed June 30, 2017)
Terminating:	December 31, 2017
Amount:	Not to Exceed $275,000.00 including WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and AtWork!, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for 2017 Residential Retention Pond Mowing and

WHEREAS, pursuant to the advertisement by the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

WHEREAS, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. Scope of Work to be Accomplished. The Contractor shall perform the work described in Exhibit "**A**" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

2. Contract Documents. The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "**B**" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. Change Orders. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington.
Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. (Not Applicable)

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented**. If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing

Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

8. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: http://www.bls.dor.wa.gov/cities/sammamish.aspx."

10. Termination.

10.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall promptly be submitted to the City.

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. **Duration**. This contract may be renewed at the City's option for up to three (3) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Contract.

Furthermore, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

13. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

15. Waiver. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

16. Attorneys Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

19. Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

20. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

City of Sammamish, and
Department of Public Works

Contact Name: Martin Bohanan

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mbohanan@sammamish.us

TO CONTRACTOR:

Contractor:
AtWork!

Contact Name: John Song

Street Address: 1935 152nd PL ~~SE~~ NE

City, State, Zip: Bellevue, WA 98007

Phone: (425) 274-4026

Contact email: johns1@atworkwa.org

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: Robert Thompson

Title: COO

Date: 11/16/16

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

EXHIBIT A
City of Sammamish

3.01 Scope of Services

Residential Retention Pond Mowing Services shall be completed in accordance with Attachments A to this RFP and as described below:

1. Responsibilities
    a. The Vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform Residential Retention Pond Mowing Services as specifically outlined in this section.
    b. Vegetation in the retention pond facility is to be rough mowed to a height of 4 inches.
    c. Clearing of vegetation at the base of pond fences is to be done by line trimming or other hand held tools or equipment. Fence clearing is to be performed on both the interior and exterior side of the pond fence at or below the 4" mowing height. Also to be line-trimmed at the 4" mowing height or below are perimeters around trees, posts, large rocks or boulders, and other facility features such as man holes, spillways, retaining walls, access roads and bollards.

    d. Work not included in this contract includes, but is not limited to cutting of saplings and established brush over 1" in diameter at the mowing height of 4 inches.

    e. All fieldwork shall be performed under the supervision of a qualified supervisor. Operators shall be licensed for any functions that might require a license, including, but not limited to Traffic Control Flagging.

    f. The Vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.

    g. Any vendor having employees working on or near a street shall comply with City of Sammamish and Washington State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.

    h. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.

i. The Contract Administrator or appointed representative shall inspect work performed by the Vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the Vendor. Notification may be verbal or written. The City may choose to:

   i. Require the vendor to rectify the deficiency within 24 hours and/or,

   ii. Collect liquidated damages as specified in the Contract.

j. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.

k. Smoking shall not be permitted in any City Building or on City grounds.

l. The Vendor shall be issued necessary gate access key set(s). In no case shall the vendor make duplicates of any City keys.

m. The Vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.

n. The Vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract).

o. <u>Emergencies shall be reported to the Police/Fire Communications Center, (call 911).</u>

p. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect members of the public from injury. It is the Vendor's responsibility to provide close supervision of pond mowing operations and management of the work sites.

q. Incidents, altercations or accidents involving facility visitors, Vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the Vendor describing the incident or accident.

r. The Vendor shall replace, at the Vendor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from the Vendor's mowing operations.

s. The contractor will send in writing a weekly list of all ponds mowed the previous week. The list will include all ponds mowed and the square-foot area mowed for each pond mowed. The method of determining or verifying the square foot area mowed shall be mutually agreed upon prior to commencing the work.

2. Method of Determining or Verifying Area Mowed
   a. The preferred method of determining the area mowed is to utilize the King County, WA iMap system http://gismaps.kingcounty.gov/iMap/ including the Measure (complex) accessory. Utilizing this accessory the area or areas mowed are to be outlined and the sq ft area recorded. A screen shot of the measurement is to be presented with the invoice where the area mowed is initially determined or the area mowed differs significantly from previous determinations, or, when an addition or reduction in the mowed area is requested by the Contract Administrator. A Sample Determination is shown below:

D92765 Site Area
46,183 sq ft

Exhibit 1

D92765 Area Mowed

Fenced area + Access 46,183 sq ft
Pond Area -10,457 sq ft
Mowed Area 35,726 sq ft

Exhibit 1

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☐ Corporation ☐ Partnership ☐ Government

☐ Individual/Proprietor X Other (explain) Non Profit ☐ Consultant

TIN No.: 910996632 Social Security No.: _____

Print Name: John Song

Title: Business Development Manager_

Business Name: AtWork!

Business Address: 1935 152nd PL ~~SE~~ NE, Bellevue, WA 98007

Business Phone: (425) 274-4026

11/16/16
Date

Robert Thompson
Authorized Signature (Required)

Exhibit 2

City of Sammamish **BID OPENING** **2:00 P.M. (local time)**

Public Works Department **2017 – Residential Retention Pond Mowing** **Date: October 26, 2016**

(Engineers' Estimate $330,000.00)

BIDDER	Proposal Checklist	Form #1 Proposal Form	Form #2 Vendor Information	Form #3 Client Reference	Form #4 Acknowledged Amendments			TOTAL BID AMOUNT
Plantscapes	✓	✓	✓	✓	✓			.035
Evergreen	✓	✓	✓	✓	✓			.09
AtWork!	✓	✓	✓	✓	✓			.03

"The apparent low bidder is (AtWork!) for $.03

Low responsible bid is based on the Price Per Square Foot to mow ponds (Award date anticipated, December 13, 2016, City Council Meeting)

Exhibit 2

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/18/2016

Originating Department: Public Works

Clearances:

- ☐ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☑ Public Works

Subject: 2017 Contract for Rights-of-Way Slope Mowing

Action Required: Authorize the City Manager to execute a contract with Plantscapes Inc. to provide Right-of-Way Slope Mowing Services.

Exhibits: Contract with Scope of Work

Budget: There is $130,000 allocated in the 2017 adopted budget in Street Maintenance Fund - Professional Services – ROW Landscaping.

Summary Statement:

The Public Works Department desires to execute a contract renewal with Plantscapes Inc. for Rights-of-Way (ROW) slope mowing services. This service has been a contracted service for many years now.

Background:

In recent ROW Landscape Maintenance Contracts, the City has expanded the contracted slope mowing into numerous ROW maintenance zones. In 2015 a supplementary ROW slope mowing contract was utilized to add more slope mowing to be done under contract. This 2017 contract is a renewal of the 2016 contract which consolidates the ROW maintenance zones, that are slope-mowing-only, into a single contract. The Scope of Work for this contract includes additional slope mowing zones, which allows the City Maintenance Crew to tend to tasks other than routine ROW mowing. New zones in the slope mowing contract are, East Main St. From 218th Ave. to 214th Ave. SE, 222nd Pl. SE from SE 4th St. south past the entrance to Lower Commons Park, 216th Ave.NE, 217th Ave. NE and 218th Ave. SE from Inglewood Hill Rd. NE to SE 8th St. and 194th Pl. NE from 192nd Dr. (near SR 202) eastward to 196th Ave. & NE 50th St.

In September 2015, the City requested proposals for ROW slope mowing utilizing the City's Shared Procurement Portal. Five vendors responded. Plantscapes Inc. was the lowest, responsive and responsible bidder. This is the first of three (3) renewals allowed in the 2016 contract.

Financial Impact:

The total requested authorization amount is $129,486.59 including tax. A base bid of $124,986.59 with a management reserve fund of $4,500.00 to be utilized for additional slope mowing that may be required.

There is $130,000 allocated for Professional Service – ROW Landscaping in the adopted 2017 Street Maintenance Fund.

Recommended Motion:

Authorize the City Manager to execute a contract with Plantscapes Inc. in the amount of $129,486.59 for Right-of-Way Slope Mowing Services.

Exhibit 1

SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between:	City of Sammamish and Plantscapes Inc.
Project:	Rights-of-Way Slope Mowing
Commencing:	January 1, 2017
Terminating:	December 31, 2017
Amount:	$ 114,143.00 plus WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Plantscapes Inc., (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Rights-of-Way Slope Mowing and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

WHEREAS, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. Scope of Work to be Accomplished. The Contractor shall perform the work described in Exhibit "**A**" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

2. Contract Documents. The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "**B**" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. Change Orders. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington.
Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. (Not Applicable)

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented**. If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

8. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: http://www.bls.dor.wa.gov/cities/sammamish.aspx."

10. Termination.

10.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall promptly be submitted to the City

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. **Duration**. This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Contract.

Furthermore, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

13. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

15. Waiver. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

16. Attorneys Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

19. Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

20. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

City of Sammamish, and
Department of Public Works

City of Sammamish, and
Department of Public Works

Contact Name: Martin Bohanan

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mbohanan@sammamish.us

TO CONTRACTOR:

Contractor:
Plantscapes Inc

Contractor:
Plantscapes Inc.

Contact Name: Dustin Madden

Street Address: 1127 Poplar Place South

City, State, Zip: Seattle, WA 98144

Phone: (206) 623-7100

Contact email: dmadden@plantscapes.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: Terry Pohn

Title: Pres

Date: 10/27/16

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Exhibit 1

Bid Schedule ROW Slope Mowing for 2017

R-1: 212th Way SE: 212 Ave. NE/SE, Lewis Thompson Rd.	$ 18,690.00
R-8: 248th Avenue SE: SE 14th St. to SE 24th St.	$ 2,072.00
R-25: SE 24th Street "West": 212th Ave. SE to ELSP SE	$ 8,764.00
R-27: Extn.: *SE 32nd Street: 244th Ave. SE to Duthie Hill Rd*	$ 12,960.00
R-30: ELSP NE/SE.: 187th *Ave. NE to Peregrine Way SE*	$ 16,488.00
R-31: SE 4th St.: *228th Ave. SE to 218th Ave. SE*	$ 2,472.00
R-32: SE 8th St.: *218th Ave. SE to 212th Ave. SE*	$ 4,872.00
R-33: East Main Dr.: *244th Ave. NE/SE to Soaring Eagle Pk.*	$ 3,864.00
R-34: Duthie Hill Rd. SE: *SE Iss. Beaver Lk. Rd to City Limit*	$ 8,785.00
R-35: East Lk. Sammamish Pl.: SE 16th St. to SE 25th St.	$ 1,044.00
R-36: SE 48th St.: *Iss. Pine Lk. Rd. SE to 229th Pl. SE*	$ 1,078.00
R-37: W./E. Beaver Lk. Dr.: *SE 24th St. to SE 18th Pl.*	$ 8,680.00
R-38: Is. Fall City Rd.:Duthie Hill Rd. to SE Iss. Beaver Lk Rd.	$ 9,912.00
R-40: SE 42nd St.: Issaquah Pine Lake Rd. SE to 230th Way SE.	$ 1,470.00
R-41: 217th Ave. NE Route: 216th, 217th, 218th Ave. NE, from Inglewood Hill Rd. to SE 8th St.	$ 5,376.00
R-42: 222nd PL SE: SE 4th Street to cul-de-sac at #623	$ 3,072.00
R-43: East Main St.: 218th Ave. SE to 214th Ave SE	$ 2,304.00
R-44: 194th Pl. NE: 192nd Dr. NE to 196th Ave. NE & NE 50th St.	$ 2,240.00
TOTAL FOR ROW SLOPE MOWING 2017	$ 114,143.00
Sales Tax @ 9.5%	$ 10,843.59
TOTAL COST FOR ALL WORK	$ 124,986.59

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

Slope Mowing Locations shall be completed in accordance with Attachments A and as described below:

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform landscape maintenance services as specifically outlined in this section.

2. All fieldwork shall be performed under the supervision of a qualified horticulturalist. Operators shall be licensed for all functions, including pesticide, fertilizer, herbicide, and flagging where required.

3. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.

4. Any vendor having employees working on or near a street shall comply with City of Sammamish and Washington State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.

5. The vendor's employees shall conduct themselves on site in a professional manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.

6. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:

    a. Require the vendor to rectify the deficiency within 24 hours and/or,

    b. Collect liquidated damages as specified in the Contract.

7. The vendor shall establish a weekly work schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator. Equipment intensive work such as mowing, edging, and blowing

done at the work sites shall not commence before 7:00 am on weekdays and 9:00 am on weekends and be completed before 3:30 pm.

8. Work not included in this contract includes, but is not limited to graffiti removal, plant replacement, thatching, aerating and structural repairs.

9. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.

10. The vendor shall provide proof of State of Washington, Department of Agriculture, and Pesticide Certifications for each employee that will apply pesticides (upon award of contract.)

11. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.

12. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.

13. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.

14. Smoking shall not be permitted in any City Building or on City grounds.

15. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.

16. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.

17. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).

18. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect members of the public from injury. It is the vendor's responsibility to provide close supervision of landscape maintenance operations and management of the work sites.

19. Incidents, altercations or accidents involving facility visitors, vendor's employees or City employees shall be reported to the Contract Administrator in a timely

manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.

20. The vendor shall replace, at the vendor's own expense, any lawn, groundcover, trees, shrubs, or other in kind plant materials requiring replacement through negligence resulting from the vendor's failure to provide maintenance in accordance with the provisions herein. Plant materials supplied by the vendor shall be approved by the Contract Administrator in writing, be of first quality condition and shall be guaranteed by the vendor for one year.

21. The contractor will send in writing a weekly list of all work performed the previous week. List will include all areas maintained, description of work performed, and quantities, type and locations of any supplies used.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment to perform Landscape Maintenance Services as specifically outlined in this section.

2. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.

3. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.

4. The vendor shall supply all herbicides, fertilizers, chemicals and the like for servicing the facilities as scheduled.

5. The vendor shall supply all necessary data and meet requirements to comply with the State Chemical Hazard Right to Know Act.

C. Waste/Materials Disposal

1. The vendor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon City property or any property contiguous thereto.

2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.

It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

a. The City encourages the use of industry recognized Integrated Pest Management (IPM) practices. All pesticides need to be approved by the

Contract Administrator prior to application. All applications shall be done in compliance with federal, state and local laws and regulations. The City reserves the right to limit the use of specific pesticides.

b. The vendor, at their expense, will remedy, in a timely manner, any damage to desirable plant material due to vendor negligence or misuse of pesticides, including, where irrigation is available, negligence in providing adequate water supply for healthy plant growth and nourishment

3. Windfall branches and debris encountered during slope mowing shall be removed and disposed by the vendor. Wind fallen trees are not part of this contract and will be handled at the request of the Contract Administrator.

D. Maintenance Task V: Other Services
(Tasks I –IV, and VI are not specified for this contract and are omitted for clarity.)

All litter shall be removed from slope mowed areas and disposed by the vendor. No material for disposal shall be disposed at a City owned facility. Litter that has been mowed-over shall not be left on the ROW

E. Maintenance Task VII: Rough Mowing/Slope Mowing/Meadow Mowing

1. All rough mowing/slope mowing will be from edge of pavement to back of ROW, including shoulder, ditch and slope unless otherwise noted.

2. All Rough Mowing and Slope Mowing debris to be cleaned from site at the end of each day.

3. Proper traffic control and signage is required.

4. Work to be completed between 9:00 am and 3:30 pm when a lane closure is required.

F. Maintenance Task VIII: Weed Spraying

1. Beds and guardrails within the contracted areas may be sprayed for grass, broadleaf weeds, and blackberries

2. Included approved pesticide form to City within one week of spraying

3. All spraying must be done in compliance with federal, state, and local laws and regulations

4. All pesticides need to be approved by the contract administrator

Exhibit 1

Attachment "A": SCOPE AND MAINTENANCE SCHEDULE

Attachment A, "R-1": 212th Way SE, 212 Ave. NE/SE, Lewis Thompson Rd.

Scope and Maintenance Schedule

From: ELSP & 212TH Way SE; To: ELSP & Lewis Thompson Rd. NE

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month April thru October	7
Maintenance Task VIII. Weed Spraying (NEW 2017)		
Guard Rail Herbicide Application	As needed	3
Maintenance Task V. Other Services (NEW 2017)		
Litter pickup and disposal	When Slope Mowing	7

Exhibit 1

Attachment A, "R-8": 248th Avenue SE

Scope and Maintenance Schedule

SE 14th Street to SE 24th Street

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Rough Mowing	Once a month April thru October	7
Maintenance Task V. Other Services (NEW 2017)		
Litter pickup and disposal	When Slope Mowing	7

Exhibit 1

Attachment A, "R-25": SE 24th Street "West"

Scope and Maintenance Schedule

212th Avenue SE to East Lake Sammamish Parkway SE

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month April thru October	7
Maintenance Task V. Other Services (NEW 2017)		
Litter pickup and disposal	When Slope Mowing	7

Exhibit 1

Attachment A, "R-27-Extension": SE 32nd Street/SE Iss. Beaver Lk. Rd.

Scope and Maintenance Schedule

244th Ave. SE to SE Duthie Hill Rd.

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12
Maintenance Task V. Other Services (NEW 2017)		
Litter pickup and disposal	When Slope Mowing	12

Attachment A, "R-30": East Lake Sammamish Parkway NE/SE

Scope and Maintenance Schedule

From the northern city limit at 187th Ave. NE to the southern city limit approximately 150 Ft. south of Peregrine Point Way SE

The vendor shall Rough Mow/Slope Mow along both sides of the roadway excluding that portion that is in "R-11" (ELSP & NE Inglewood Hill Rd. north to 2200 NE). All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once a month June thru September	4
Maintenance Task VIII. Weed Spraying (NEW 2017)		
Guard Rail Herbicide Application	As needed	3
Maintenance Task V. Other Services (NEW 2017)		
Litter pickup and disposal	When Slope Mowing	4

Exhibit 1

Attachment A, "R-31": SE 4th St.

Scope and Maintenance Schedule

From 228th Ave. SE to 218 Ave. SE

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12
Maintenance Task V. Other Services (NEW 2017)		
Litter pickup and disposal	When Slope Mowing	12

Exhibit 1

Attachment A, "R-32": SE 8th St. "Central"
Scope and Maintenance Schedule
From 218th Ave. SE to 212th Ave. SE

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12
Maintenance Task V. Other Services (NEW 2017)		
Litter pickup and disposal	When Slope Mowing	12

Exhibit 1

Attachment A, "R-33": East Main Dr.

Scope and Maintenance Schedule

244th Ave. NE/SE to Soaring Eagle Park Entrance

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once a month April thru October	7
Maintenance Task V. Other Services (NEW 2017)		
Litter pickup and disposal	When Slope Mowing	7

Attachment A, "R-34": Duthie Hill Rd.

Scope and Maintenance Schedule

From SE Issaquah Pine Lake Rd. north and east to City Limit

The vendor shall Rough Mow/Slope Mow along both sides of the roadway except along King County frontage and where HOA's maintain the roadside. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month April thru October	7
Maintenance Task VIII. Weed Spraying (NEW 2017)		
Guard Rail Herbicide Application	As needed	3
Maintenance Task V. Other Services (NEW 2017)		
Litter pickup and disposal	When Slope Mowing	7

Exhibit 1

Attachment A, "R-35": East Lake Sammamish Pl.

Scope and Maintenance Schedule

SE 16th St. to SE 25th St.

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once a month June thru September	4
Maintenance Task V. Other Services (NEW 2017)		
Litter pickup and disposal	When Slope Mowing	4

Exhibit 1

Attachment A, "R-36": SE 48th St.

Scope and Maintenance Schedule

Issaquah Pine Lake Rd. SE to 229th Pl. SE

The vendor shall Rough Mow/Slope Mow along the north side of the roadway. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once a month April thru October	7
Maintenance Task V. Other Services(NEW 2017)		
Litter pickup and disposal	When Slope Mowing	7

Attachment A, "R-37": W./E. Beaver Lake Dr.

Scope and Maintenance Schedule

SE 24th St.to Iss. Beaver Lk. Rd. (SE 32nd St.)

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once a month April thru October	7
Maintenance Task V. Other Services (NEW 2017)		
Litter pickup and disposal	When Slope Mowing	7

Attachment A, "R-38": SE Issaquah Fall City Rd./SE Duthie Hill Rd.
Scope and Maintenance Schedule
From Iss. Pine Lk. Rd. to Iss. Beaver Lk. Rd & Duthie Hill Rd. SE

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once a month April thru October	7
Maintenance Task V. Other Services (NEW 2017)		
Litter pickup and disposal	When Slope Mowing	7

Attachment A, "R-40": SE 42nd St. (NEW 2017)

Scope and Maintenance Schedule

Issaquah Pine Lake Rd. SE to 230th Way SE.

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Rough Mowing	Once a month April thru October	7
Maintenance Task V. Other Services		
Litter pickup and disposal	When Slope Mowing	7

Attachment A, "R-41": 217th Ave. NE Route (NEW 2017)

Scope and Maintenance Schedule

216th, 217th, 218th Ave. NE, from Inglewood Hill Rd. to SE 8th St.

(*start at the roundabout at 216th Ave. NE & Inglewood Hill Rd.*)

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12
Maintenance Task V. Other Services		
Litter pickup and disposal	When Slope Mowing	12

Attachment A, "R-42": 222nd PL SE (NEW 2017)

Scope and Maintenance Schedule

SE 4th Street to cul-de-sac at #623

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12
Maintenance Task V. Other Services		
Litter pickup and disposal	When Slope Mowing	12

Attachment A, "R-43": East Main St. (NEW 2017)

Scope and Maintenance Schedule

218th Ave. SE to 214th Ave SE

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12
Maintenance Task V. Other Services		
Litter pickup and disposal	When Slope Mowing	12

Attachment A, "R-44": 194th Pl. NE (NEW 2017)

Scope and Maintenance Schedule

192nd Dr. NE to 196th Ave. NE & NE 50th St.

(*start nearby SR 202 & 192nd Dr. NE*)

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month April thru October	7
Maintenance Task V. Other Services		
Litter pickup and disposal	When Slope Mowing	7

Exhibit 1

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☒ Corporation	☐ Partnership	☐ Government
☐ Individual/Proprietor	☐ Other (explain)	☐ Consultant

TIN No.: 91-1222963 Social Security No.: _____

Print Name: Terry Posner

Title: President

Business Name: Plantscapes Inc

Business Address: 1127 Poplar Pl S, Seattle, WA 98144

Business Phone: 206-623-7100

10/27/16
Date

Terry Posner
Authorized Signature (Required)

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/18/2016

Originating Department: Public Works

Clearances:

- ☐ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☑ Public Works

Subject: 2017 Contract for Right-of-Way Landscape Maintenance Service

Action Required: Authorize the City Manager to execute a contract with Badgley's Landscape LLC for Right-of-Way landscaping Services.

Exhibits: Contract with Scope of Work.

Budget: $260,000 is allocated for ROW Landscape Maintenance in the adopted 2017 Street Maintenance Fund.

Summary Statement:

The Public Work Department recommends to renew a contract with Badgley's Landscape LLC for the City of Sammamish Right of Way (ROW) landscape maintenance. This contract is in addition to the work performed by our in-house maintenance and operations staff.

Background:

A request for proposals (RFP) was issued in August of 2015. A total of four firms responded to the RFP. Badgley's Landscape LLC was identified as the lowest responsible bidder and awarded the contract for 2016.
This is the first of three (3) additional one year term renewals allowed in the 2016 Contract.

In 2016, the ROW landscape maintenance has been well executed by Badgley's Landscape LLC. One new ROW maintenance zone has been added for 2017. That is NE 25th Way from 229th Ave. NE to 234th Ave. NE.

Public Works is requesting additional authorization for any wetland mitigation plantings that would be required over and beyond normal weeding. It is not possible to identify the level of service required for this planting until the annual wetland assessment is completed. The wetland mitigation monitoring is

required for 5 years and our permit is administered through the Army Corp of Engineers. We currently have the following wetland mitigation sites that require annual monitoring:

1. Lower Commons Wetland Mitigation Area
2. Pine Lake Mitigation Area
3. 244th Ave. NE Wetland Mitigation Area

The last large wetland mitigation site the city was responsible for was associated with the SE 24th Street Boardwalk project. The annual planting contracts varied between $15,000 and 20,000. The costs typically decrease as the wetland establishes itself. Therefore, we are requesting $50,000 of authorization specifically reserved for wetland mitigation planting. No monies from the wetland mitigation planting authorization will be utilized without careful consideration and written consent of the City.

In addition to the base contract and the wetland mitigation authorization, approval of a management reserve in the amount of $30,000 is being requested to cover additional landscaping services that may be needed throughout the year. Additional landscaping services may be needed to renew lost plantings, to repair roadside landscaping, following accidents and construction activities, and when new capital projects reach completion. No monies from the management reserve fund will be utilized without careful consideration and written consent of the City.

Financial Impact:

The total amount of the proposed contract is $225,706.18 including tax.

The base amount of $133,065.00 plus tax includes routine landscape maintenance in all identified service areas ROW.
An additional $50,000 is being requested for future wetland mitigation plantings.
A management reserve fund in the amount of $30,000 is being requested to be used only by written authorization to cover any unidentified landscape services for the City.

$260,000 is allocated in the adopted 2017-Street Fund - ROW Landscaping - Professional Services Budget.

Recommended Motion:

Authorize the City Manager to execute a contract with Badgley's Landscape LLC for Right-of-Way Landscape Maintenance Services in the amount of $225,706.18.

Exhibit 1

SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between:	City of Sammamish and Badgley's Landscape LLC
Project:	ROW Landscape Maintenance Services
Commencing:	January 1, 2017
Terminating:	December 31, 2017
Amount:	$ 133,065.00 as bid, plus WSST

RECITALS

WHEREAS, the City desires to contract with the Contractor for ROW Landscape Maintenance Services and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

WHEREAS, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. Scope of Work to be Accomplished. The Contractor shall perform the work described in Exhibit "**A**" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

2. Contract Documents. The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "**B**" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. Change Orders. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington.
Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. (Not Applicable)

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

8. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: http://www.bls.dor.wa.gov/cities/sammamish.aspx."

10. Termination.

10.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall promptly be submitted to the City

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. Duration. This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determines that this Contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Contract.

Furthermore, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

13. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes

15. Waiver. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

16. Attorneys Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

19. Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

20. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

City of Sammamish, and
Department of Public Works

City of Sammamish, and
Department of Public Works

Contact Name: Martin Bohanan

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mbohanan@sammamish.us

TO CONTRACTOR:

Contractor:
contractor name

Contractor:
Badgley's Landscape LLC

Contact Name: Travis Badgley

Street Address: 20701 SR 9 SE

City, State, Zip: Snohomish, WA 98296

Phone: (425) 486-6290

Contact email:badgleys_landscape@frontier.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: Travis Badgley

Title: Sole member

Date: 11-15-16

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Exhibit 1

Bid Schedule

Right of Way:

Please provide a lump sum price for landscape services at each ROW zone. The price shall be for one full calendar year. Prices listed shall be for all services at specified frequency as described in Attachment A of Request for Proposal number 16-01 plus the addition of R-39.

R-2: 228th Ave NE/SE: *South City Limits to North City Limits*	$ 35,600.00
R-3: 228th Ave. NE & NE 21st St.: *NW Corner*	$ 1,040.00
R-4: 233th Ave NE: *NE 8th St. to gate at Eastlake High School*	$ 2,520.00
R-5: 244th Ave NE/SE: *Windsor Blvd to North City Limits*	$ 9,200.00
R-6: 244th Ave NE *Wetland Mitigation Area*	$ 800.00
R-7: 244th Ave SE: *SE 32nd St. to SE 24th St.*	$ 5,730.00
R-9: Crew's Corner: *SE 30th Street and 226th Ave SE*	$ 3,150.00
R-10: East Beaver Lake Drive	$ 1,750.00
R-11: Eastlake Sammamish Parkway: *Inglewood to 2200 NE*	$ 8,100.00
R-12: East Beaver Lake Way SE & East Beaver Lake Dr. SE	$ 1,500.00
R-13: Hazel Wolf Wetlnd Trail Pkg: *24740 SE Windsor Blvd*	$ 1,150.00
R-14: Issaquah Pine Lake Road: *228th Ave to South City Limit*	$ 9,975.00
R-15: Main Street: 228th Ave. NE/SE east to end of sidewalks	$ 1,750.00
R-16: Maintenance and Operation Center	$ 4,040.00
R-17: NE 4th Street: *228th Ave NE to Eastlake High School*	$ 1,155.00
R-18: NE 8th Street/Inglewood Hill Rd. NE	$ 7,380.00
R-19: NE 14th Drive/NE 16th St. Route	$ 1,750.00
R-20: SE 8th Street and /244th Ave SE Corridor	$ 1,895.00
R-21: SE 20th Street: *228th Ave SE to 212th Ave SE*	$ 7,500.00
R-22: SE 24th St. "Central"	$ 6,825.00
R-24: SE 32nd St Traffic Calming: *228th Ave SE to 220th Ave SE*	$ 3,500.00
R-25: SE 32nd Street: *244th Ave SE to Sunny Hills Elementary*	$ 2,680.00
R-26: South Pine Lake Route: *228th Ave SE to 212th Ave SE*	$ 4,200.00

Exhibit 1

R-27: Thompson Hill Corner: @ *Eastlake Sammamish Pkwy*	$ 1,400.00
R-29: SE 4th St.: *228th Ave. SE west to end of sidewalks*	$ 1,400.00
R-30: 216th Avenue NE: *NE 8th St. to NE 20th Way*	$ 4,500.00
R-39: NE 25th Way: 229th Ave. NE. to 233rd Ave. NE **(NEW 2017)**	$ 3,575.00
SUBTOTAL FOR RIGHT OF WAY	**$ 133,065.00**
Sales Tax @ 9.5%	$ 12,641.18
TOTAL COST FOR ALL RIGHT OF WAY	$ 145,706.18

EXHIBIT A
City of Sammamish

SECTION A – GENERAL SCOPE OF SERVICES

The contractor shall furnish all labor, tools, equipment, materials, supplies, supervision, transportation and other items necessary for the complete maintenance and landscaping, in accordance with the provisions herein, of the following parks and streetscapes within the City Of Sammamish.

1.01 Duration of Contract
The City anticipates the service period to be from January 1, 2017 through December 31, 2017.

1.02Change of Scope
A Discretionary Work Request Form shall be executed and filed with the City for all changes and/or additional work or materials in excess of the requirements covered in the contract. The Discretionary Work Request Form, when endorsed by the vendor and by the City, shall become binding to both parties thereto.

1.03 Maintenance and Chemical Application Log
The Vendor providing services must submit a Maintenance and Chemical Application Log for each site, with monthly invoices. The Vendor must use the form provided by the City (RFP Attachment "E").

2.01 Scope of Services

Landscaping Locations and Specific Scope of Services shall be completed in accordance with Attachments A to this RFP and as described below:

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform landscape maintenance services as specifically outlined in this section.

2. All fieldwork shall be performed under the supervision of a qualified horticulturalist. Operators shall be licensed for all functions, including pesticide, fertilizer, herbicide, and flagging where required.

3. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.

4. Any vendor having employees working on or near a street shall comply with City of Sammamish and Washington State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or

placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.

5. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.

6. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:

    a. Require the vendor to rectify the deficiency within 24 hours and/or,

    b. Collect liquidated damages as specified in the Contract.

7. The vendor shall establish a weekly work schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator. Equipment intensive work such as mowing, edging, and blowing done at the park sites shall not commence before 7:00 am on weekdays and 9:00 am on weekends and be completed before 3:30 pm.

8. Work not included in this contract includes, but is not limited to graffiti removal, plant replacement, de-thatching, aerating and structural repairs.

9. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.

10. The vendor shall provide proof of State of Washington, Department of Agriculture, and Pesticide Certifications for each employee that will apply pesticides (upon award of contract.)

11. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.

12. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.

13. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.

14. Smoking shall not be permitted in any City Building or on City grounds.

15. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.

16. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.

17. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).

18. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect members of the public from injury. It is the vendor's responsibility to provide close supervision of landscape maintenance operations and management of the work sites.

19. Incidents, altercations or accidents involving facility visitors, vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.

20. The vendor shall replace, at the vendor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from the vendor's failure to provide maintenance in accordance with the provisions herein. Plant materials supplied by the vendor shall be of first quality condition and shall be guaranteed by the vendor for one year.

21. The contractor will send in writing a weekly list of all work performed the previous week. List will include all areas maintained, description of work performed, and quantities, type and locations of any supplies used.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment to perform Landscape Maintenance Services as specifically outlined in this section.

2. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.

3. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.

4. The vendor shall supply all herbicides, fertilizers, chemicals and the like for servicing the facilities as scheduled.

5. The vendor shall supply all necessary data and meet requirements to comply with the State Chemical Hazard Right to Know Act.

C. Waste/Materials Disposal

1. The vendor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon City property or any property contiguous thereto.

2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.

3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Maintenance Task I: Lawn Care

1. General Lawn Care

   a. Mowing shall be done during the growing season, from March through November. Mowing from December 1 to February 28/29 shall be at the discretion of the City.

   b. The vendor shall maintain all lawns, excluding developed athletic fields, at the sites covered by this agreement in a healthy, neat, trim, and growing condition.

   c. The vendor shall remove and dispose of all paper, rubbish or debris from a mow area prior to mowing.

   d. Fine turf mowing shall be mowed to a height range of one and one-half (1 ½) to two and one-quarter (2 ¼) inches.

e. All rough mowing turf shall be mowed to a height of four (4) to six (6) inches.

f. Collection of grass clippings is required only to prevent grass clumps from being left on the turf. A mulching mower may be used when an acceptable appearance is obtained (no clumps or excessive grass left behind). Due to safety concerns, the use of side-discharge, non-collecting type mowers are prohibited in the areas of adjoining pedestrian or vehicle access.

g. Hard surfaces shall be left clean and free of grass and debris resulting from landscape maintenance tasks.

h. The vendor is to supply a monthly mow schedule by the first of each month. All mowing must be started and finished on the same day.

i. Any property damage resulting from the use of mowing equipment shall be the responsibility of the vendor.

2. Line Trimming
   a. Turf around posts, fences, trees, shrubs, and other obstacles shall be trimmed. Care shall be taken not to damage structures or trees with equipment.

   b. Turf around vaults, valve boxes, and irrigation heads shall be trimmed as necessary to ensure proper access and operation.

   c. Hard surfaces shall be cleaned free of grass and debris resulting from this task.

   d. Any property damage resulting from the use of trimming equipment shall be the responsibility of the vendor.

3. Edging
   a. Lawn edges shall be edged at sidewalks, curbs, walls, fences, foundations, pathways, shrub beds, tree trunks, poles, and formal edges.

   b. Edging shall be done by powered edging equipment, unless otherwise approved by the Contract Administrator.

   c. Caution shall be used to prevent chipping of concrete structures by edging equipment.

   d. Hard surfaces shall be cleaned free of grass and debris resulting from this task.

   e. Any property damage resulting from the use of edging equipment shall be the responsibility of the vendor.

E. Maintenance Task II: Plant Materials, Bed Areas and Tree Wells

1. Pruning

a. The vendor shall maintain all trees, shrubs, and groundcover of the parks in a healthy, growing condition.

b. All pruning must be done under the supervision of a certified arborist.

c. Shrubs shall be trimmed to maintain desired shape and function as needed to provide a neat, trim appearance. Pruning to maintain the natural growth habit of the plant species is recommended. Shearing, as a method of pruning, shall be used only with the approval of the Contract Administrator. Shrubs in ROW to be pruned to avoid sight distance issues.

d. Ornamental trees shall be pruned in accordance with International Society of Arboriculture (ISA) Guidelines and are not to be pruned except to remove singular broken branches or perform minor clearance pruning, unless otherwise approved by the Contract Administrator.

e. Ornamental trees shall be pruned to maintain access along pedestrian, trail corridors, and streets. Trees shall be tip pruned, branch pruned and/or if of sufficient size and shape, pruned to lift the tree canopy to maintain overhead clearance. Immature ornamental trees must be carefully evaluated before any attempt is made to raise the canopy.

f. Vertical trail clearance is a minimum eight feet (8') and horizontal clearance is three feet (3') beyond the trail edge. Horizontal clearance may vary depending on the style of construction, obstructions, and property boundaries. Topping or heading, which involves the cutting of limbs back to a stub, bud, or a lateral branch not large enough to assume the terminal role, is not an acceptable pruning method. Dead or diseased trees shall be removed and/or replaced at the option of the City and are not included in the contract. Pruning over twelve feet (12') is not part of the scope of services and will be handled by use of a Discretionary Work Request Form, unless specifically called for in the bid request for a specific site.

g. Trees in streets ROW are to be pruned to avoid sight distance or vehicle interference issues.

h. Ornamental trees without tree wells are to be grass-free twelve to eighteen inches (12-18") from the tree base.

i. Native trees shall not be pruned unless specifically called for in the bid request for a specific site.

j. Tree suckers, volunteer seedlings, and other undesirable growths shall be removed from trees and shrubs as necessary.

k. The vendor shall be responsible for notifying the Contract Administrator of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, diseased and insect infested trees.

l. Tree grates shall be removed to weed in the tree well and add pea gravel mulch. If needed tree grates shall be cut to fit around the tree to provide a minimum of one inch (1") clearance or maximum four inch (4") clearance.

m. Naturalized bulbs in shrub beds and tree circles shall be dead-headed after blooming and the foliage cut back once die-back is apparent.

n. Major pruning of deciduous trees and shrubs shall be done during the dormant season. Minor pruning may be done at any time.

2. Weeds, Disease, and Pest Control

a. **Landscaped/planted areas shall be free of weeds**, leaves, litter, debris, spent blooms, and diseased, insect infested or dead plants and/or trees.

b. **Landscape bed areas shall be kept in a weed free condition**. Hand weeding is encouraged. Otherwise, beds will receive an approved pre-emergent or post-emergent herbicide. Landscape bed refers to any bed that is mulched (bark, compost, PGM, wood chips, etc.). The vendor shall provide twenty-four (24) hours advance notice to the Contract Administrator before making any chemical applications. Authorization to proceed will be given by the Contract Administrator once the site has been inspected.

c. The City encourages the use of industry recognized Integrated Pest Management (IPM) practices. All pesticides need to be approved by the Contract Administrator prior to application. All applications shall be done in compliance with federal, state and local laws and regulations. The City reserves the right to limit the use of specific pesticides. Casoron shall be used only with the approval of the Contract Administrator and only in very limited areas.

d. The vendor, at their expense, will remedy, in a timely manner, any damage to desirable plant material due to vendor negligence or misuse of pesticides, including, where irrigation is available, negligence in providing adequate water supply for healthy plant growth and nourishment

e. The vendor shall be responsible for minor pest control up to 12 feet vertical on all trees; and for all shrubs and groundcover. Major infestations requiring large-scale pesticide applications shall be contracted to commercial applicators in coordination with the City.

f. The vendor may need to remove dead and damaged plants and replace the same with plants of equivalent size, condition, and variety after obtaining the written approval of the City via a Discretionary Work Request Form.

g. Plant materials supplied by the vendor to the City shall be of first quality condition and shall be warranted by the vendor for one year.

F. Maintenance Task III: Hard Surface Maintenance

1. The entrance drive, parking areas, sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown onto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).

2. Undesired vegetation in sidewalks, curbs and other hard surfaces shall receive an approved herbicide application and be removed. In no case shall any pre or post emergent herbicides with residual characteristics (i.e. Casoron) be used in these areas.

3. Drains, if present at the site, shall be cleaned and checked during each visit and any garbage or debris shall be removed to allow for proper drainage. Additional drainage work may be included in a specific site's annual work program.

4.

G. Maintenance Task IV: Natural Area Maintenance

The vendor shall be responsible for mechanical control of invasive plant material (Scotch Broom, English Ivy, Himalayan Blackberry, Thistle, etc.) in specified areas. Areas of infestation shall be trimmed back by tractor-mounted mowers where access allows or by scythes, line trimmers or manual methods on rough, stony or inaccessible areas.

H. Maintenance Task V: Other Services

1. Leaves shall be removed from all vendor maintained areas. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces. Leaves may be blown into adjacent natural areas where applicable, otherwise accumulations shall be removed from the site.

2. All litter and animal feces shall be removed from all vendor maintained areas. The vendor shall remove litter from the site for disposal. The vendor shall empty all trash receptacles and replace liners, as needed, in the parks and streets. The vendor shall be responsible for supplying the liners (3 mil).

3. The vendor shall provide brush control of all native areas where the edges meet lawn and trail areas. All brambles, low hanging branches or other hazards shall be trimmed back using appropriate hand held machinery.

4. Windfall branches and debris shall be removed from all vendor maintained areas for disposal by the vendor. Wind fallen trees are not part of this contract and will be handled at the request of the Contract Administrator.

5. Manual watering shall be administered as indicated in Attachment A to landscaped areas not covered by automatic irrigation systems. The amount of water applied should ensure plant viability with adequate moisture throughout the root zones of the various plant material present (i.e. trees, shrubs, groundcovers, and annuals).

I. Maintenance Task VI: Weeding Wetland Mitigation Areas

1. Wetland areas to be weeded twice a year by mechanical means only.

2. Remove all weed debris from site.

J. Maintenance Task VII: Rough Mowing/Slope Mowing/Meadow Mowing

1. All rough mowing/slope mowing will be from edge of payment to back of ROW, unless otherwise noted. Field Mowing boundaries will be established per site.

2. All Rough Mowing and Slope Mowing debris to be cleaned from site.

3. Proper traffic control and signage is required.

4. Work to be completed between 9:00 am and 3:30 pm.

5. Meadow mowing to be done by tractor-mounted equipment.

K. Maintenance Task VIII: Weed Spraying

1. Beds and guardrails within the contracted areas may be sprayed for grass, broadleaf weeds, and blackberries

2. Included approved pesticide form to City within one week of spraying

3. All spraying must be done in compliance with federal, state, and local laws and regulations

4. All pesticides need to be approved by the contract administrator

Attachment "A": SCOPE AND MAINTENANCE SCHEDULE

Exhibit 1

Attachment A, "R-2": 228th Avenue NE/SE

Scope and Maintenance Schedule
Southern City Limits to Northern City Limits

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	June, July, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once per week starting the second week in March and ending second week in November	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	35
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12

Exhibit 1

Attachment A, "R-3": 228th Ave. NE & NE 21st. St

Scope and Maintenance Schedule

NW Corner of 228th Ave NE &NE 21st St.

Maintenance zone is an area that has been landscaped within the public right of way on the NE corner of the intersection. The vendor shall provide landscape care of all designated areas. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	35

Exhibit 1

Attachment A, "R-4": 233rd Avenue NE

Scope and Maintenance Schedule

NE 8th St. to gate at Eastlake High School

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the roundabout, medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week March thru October	20
Line Trimming	Every other week March thru October	20
Edging	Every other week March thru October	20
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	June, July, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March thru October	20
Maintenance Task III. Hard Surfaces		
Sweeping	Every other week March thru November	24
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	38

Exhibit 1

Attachment A, "R-5": 244th Avenue NE/SE

Scope and Maintenance Schedule

Windsor Blvd to Northern City Limits

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the roundabout, medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week April thru June; Every other week July to November	23
Edging	Once per week April thru June; Every other week July to November	23
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	June, July, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	38
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month March thru October	8

Attachment A, "R-6": 244th Ave NE Wetland Mitigation Area

Scope and Maintenance Schedule

244th Avenue NE Bridge near NE 3rd Street

244th Wetland Mitigation area is located within adjacent to the 244th bridge near Allen Lake just north of NE 3rd Street. Landscape maintenance of wetland mitigation area will be weeding only. Work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VI. Wetland Mitigation		
Weed wetland area	Once in May, September	2

Exhibit 1

Attachment A, "R-7": 244th Ave. SE.

Scope and Maintenance Schedule

From SE 32nd St. to SE 24th St.

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week March thru October	20
Line Trimming	Every other week March thru October	20
Edging	Every other week March thru October	20
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	June, July, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	38
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month March thru October	8

Exhibit 1

Attachment A, "R-9": Crew's Corner

Scope and Maintenance Schedule

SE 30th St. and 226th Ave. SE intersection

Crew's Corner is an area that has been landscaped within the public right of way. The vendor shall provide landscape care of all designated areas. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week start the second week in March and end the third week in Nov.	38

Exhibit 1

Attachment A, "R-10": East Beaver Lake Drive

Scope and Maintenance Schedule

SE Issaquah-Beaver Lake Rd @ E. Beaver Lake Dr.

There is an area that has been landscaped within the public right of way at the intersection of SE Issaquah-Beaver Lake Road adjacent to a cell phone tower. The vendor shall provide landscape care of all designated areas. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week April thru June; Every other week July to November	23
Edging	Once per week April thru June; Every other week July to November	23
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once per week April thru June; Every other week July to November	23
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week April thru June; Every other week July to November	23
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week April thru June; Every other week July to November	23

Exhibit 1

Attachment A, "R-11": Eastlake Sammamish Parkway

Scope and Maintenance Schedule

From one block south of Inglewood Hill to 2200 block NE ELSP and the end of the sidewalk on the east side

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per month March thru October	8
Line Trimming	Once per month March thru October	8
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in November	35
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month March thru October	8

Exhibit 1

Attachment A, "R-12": E. Beaver Lake Dr. SE & E. Beaver Lake Way SE

Scope and Maintenance Schedule

2049 East Beaver Lake Dr. SE and 2045 East Beaver Lake Way SE

Maintenance zone is an area that has been landscaped within the public right of way. The vendor shall provide landscape care of all designated areas. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week April thru June; Every other week July to November	23
Edging	Once per week April thru June; Every other week July to November	23
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	38

Exhibit 1

Attachment A, "R-13": Hazel Wolf Wetland Trail Parking

Scope and Maintenance Schedule

24740 SE Windsor Blvd., Hazel Wolf Wetland Parking Lot

Maintenance zone is a parking lot that serves the Hazel Wolf Wetland trail. The vendor shall provide landscape care of all developed areas within and adjacent to the parking lot area. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	35

Exhibit 1

Attachment A, "R-14": Issaquah Pine Lake Road

Scope and Maintenance Schedule

228th Avenue SE to the Southern City Limits at SE Issaquah Fall City Rd.

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the roundabout, medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Bed	Once per year in September or October	1
Pruning – Shrub	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month March thru October	8

Exhibit 1

Attachment A, "R-15": Main Street

Scope and Maintenance Schedule

228th Ave. NE/SE east to end of sidewalks

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Line Trimming	Once a month March thru October	8
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38

Exhibit 1

Attachment A, "R-16": Maintenance & Operations Center

Scope and Maintenance Schedule

1801 244th Ave NE

The Maintenance and Operation Center is a city owned facility that houses the city's maintenance crews and equipment. The vendor shall maintain all landscaped areas. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35

Exhibit 1

Attachment A, "R-17": NE 4th Street

Scope and Maintenance Schedule

228h Avenue NE to Eastlake High School Entrance

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38

Exhibit 1

Attachment A, "R-18": NE 8th Street/Inglewood Hill Rd. NE

Scope and Maintenance Schedule

244th Avenue NE to East Lake Sammamish Parkway NE

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12

Exhibit 1

Attachment A, "R-19": NE 14th Drive/NE 16th St. Route

Scope and Maintenance Schedule

NE 12th Place & 228th Ave. NE to 212th Ave. NE

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week March thru October	20
Line Trimming	Every other week March thru October	20
Edging	Every other week March thru October	20
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	June, July, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March thru October	20
Maintenance Task III. Hard Surfaces		
Sweeping	Every other week March thru November	20
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	38

Exhibit 1

Attachment A, "R-20": SE 8th Street/244th Avenue SE

Scope and Maintenance Schedule

Windsor Blvd to 228th Avenue SE

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task III. Hard Surfaces		
Sweeping	Once a month April thru October	
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	Once a week October and November	9
Litter Control - All Areas	Once a month April thru October	7
Maintenance Task VII. Rough Mowing/Slope Mowing		
Mowing	Every other week April thru July once a month August thru October	12

Exhibit 1

Attachment A, "R-21" SE 20th Street

Scope and Maintenance Schedule

228th Avenue SE to 212th Avenue SE

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12

Attachment A, "R-22": SE 24th Street "Central"

Scope and Maintenance Schedule

228th Avenue SE to 248th Avenue SE

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12

Attachment A, "R-24": SE 32nd Traffic Calming

Scope and Maintenance Schedule

228th Avenue SE to 220th Avenue SE

Exhibit 1

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month April thru November	8
Maintenance Task III. Hard Surfaces		
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed

Exhibit 1

Attachment A, "R-25": SE 32nd Street

Scope and Maintenance Schedule

244th Avenue SE to Sunny Hills Elementary

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week March thru October	20
Line Trimming	Every other week March thru October	20
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month March thru October	8

Exhibit 1

Attachment A, "R-26": South Pine Lake Route

Scope and Maintenance Schedule

228th Ave. SE to 212th Ave. SE

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38

Exhibit 1

Attachment A, "R-27": Thompson Hill Corner

Scope and Maintenance Schedule

Thompson Hill and Eastlake Sammamish Parkway intersection

Thompson Hill Corner is an area that has been landscaped within the public right of way. The vendor shall provide landscape care of all designated areas. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	35

Exhibit 1

Attachment A, "R-29": SE 4th St.

Scope and Maintenance Schedule

228th Ave. SE west to end of sidewalks

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38

Exhibit 1

Attachment A, "R-30": 216th Avenue NE

Scope and Maintenance Schedule

NE 8th St. to NE 20th Way

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the roundabout, medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week March thru October	20
Line Trimming	Every other week March thru October	20
Edging	Every other week March thru October	20
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	June, July, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March thru October	20
Maintenance Task III. Hard Surfaces		
Sweeping	Every other week March thru November	24
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	38

Exhibit 1

Attachment A, "R-39": NE 25th Way Traffic Calming

(NEW 2017)

Scope and Maintenance Schedule

229th Avenue NE to 233rd Avenue NE

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month April thru November	8
Maintenance Task III. Hard Surfaces		
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed

GENERAL AND SPECIAL CONDITIONS

General and Special Conditions are additions to, or revisions of, the City's standard Small Works Roster contract. In the event of a conflict between the contract documents and the General and Special Conditions, the more stringent requirements shall apply.

All work shall be in strict accordance with the 2004 Washington Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, including cleaning existing Drainage Structures, 7-07, and applicable technical sections, as amended herein or as noted on the drawings.

SC-01 Permits and Licenses

Street use permits will be obtained from the City. It is the responsibility of the Contractor to submit 2 copies of a typical traffic control plan for this project.

SC-02 Project Safety

Contractor agrees that in performing the work contained within the Contract, that it will meet all regulations in safety as required by 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 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.

SC-03 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 Glenn Akramoff, Maintenance 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 Material Safety Data Sheet (MSDS) 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.

SC-04 **Traffic Control Plan**

All work will be performed during the hours of 7:30 AM to 5:00 PM Monday through Friday. These hours are further restricted to 9:00 AM to 3 PM on streets that require lane closure. No total road closures will be allowed, at a minimum alternating one-way traffic is required between 9 am & 3 pm. All traffic control including but not limited to provision of flaggers, cones, and warning signs are the responsibility of the contractor. The plan will include an overall estimate of work completion time and advance notification to the City of Sammamish Maintenance at (425) 952-2115, and Metro/King County Bus operations, of each day's lane closures and approximate times.

Exhibit 1

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

X Corporation	☐ Partnership	☐ Government
☐ Individual/Proprietor	☐ Other (explain)	☐ Consultant

TIN No.: 571239917 Social Security No.: _____

Print Name: Gary Badgley

Title: Owner

Business Name: Badgley's Landscape LLC

Business Address: 20701 SR 9 SE, Snohomish, WA 98296

Business Phone: 425-486-6290

11-15-16
Date

Gary Badgley
Authorized Signature (Required)

Exhibit 1

EXHIBIT C
PESTICIDE APPLICATION RECORD

Washington State Department of Agriculture
Pesticide Management Division
PO Box 42560
Olympia WA 98504-2560
(877) 301-4555

PESTICIDE APPLICATION RECORD (Version 1)

NOTE: This form must be completed same day as the application and it must be retained for 7 years (Ref. chapter 17.21 RCW)

1. Date of Application - Year: _____ Month: _____ Day: _____ Start Time: _____
   Stop Time: _____
2. Name of person for whom the pesticide was applied: _____
   Firm Name (if applicable): _____
   Street Address: _____ City: _____ State: _____ Zip: _____
3. Licensed Applicator's Name (if different from #2 above): _____ License No.: _____
   Firm Name (if applicable): _____ Tel No.: _____
   Street Address: _____ City: _____ State: _____ Zip: _____
4. Name of person(s) who applied the pesticide (if different from #3 above): _____
   _____ License No(s). if applicable: _____
5. Application Crop or Site: _____
6. Total Area Treated (acre, sq. ft., etc.): _____
7. Was this application made as a result of a WSDA Permit? ☐ No ☐ Yes (If yes, give Permit No.) # _____
8. Pesticide Information (please list all information for each pesticide, including adjuvants (buffer, surfactant, etc.), in the tank mix):

a) Full Product Name	b) EPA Reg. No.	c) Total Amount of Pesticide Applied in Area Treated	d) Pesticide Applied/Acre (or other measure)	e) Concentration Applied
			/	
			/	
			/	
			/	
			/	

9. Address or exact location of application. NOTE: If the application is made to one acre or more of agricultural land, the field location must be shown on the map on page two of this form.

10. Wind direction and estimated velocity (mph) during the application: _____
11. Temperature during the application: _____
12. Apparatus license plate number (if applicable): _____
13. ☐ Air ☐ Ground ☐ Chemigation
14. Miscellaneous Information:

AGR FORM 540-4228 (R/4/07) Page 1 of 3

Exhibit 1

Location of Application (If the application covers more than one township or range, please indicate the township & range for the top left section of the map only.

Township: _____ N

Range: _____ ☐ E ☐ W (please indicate)

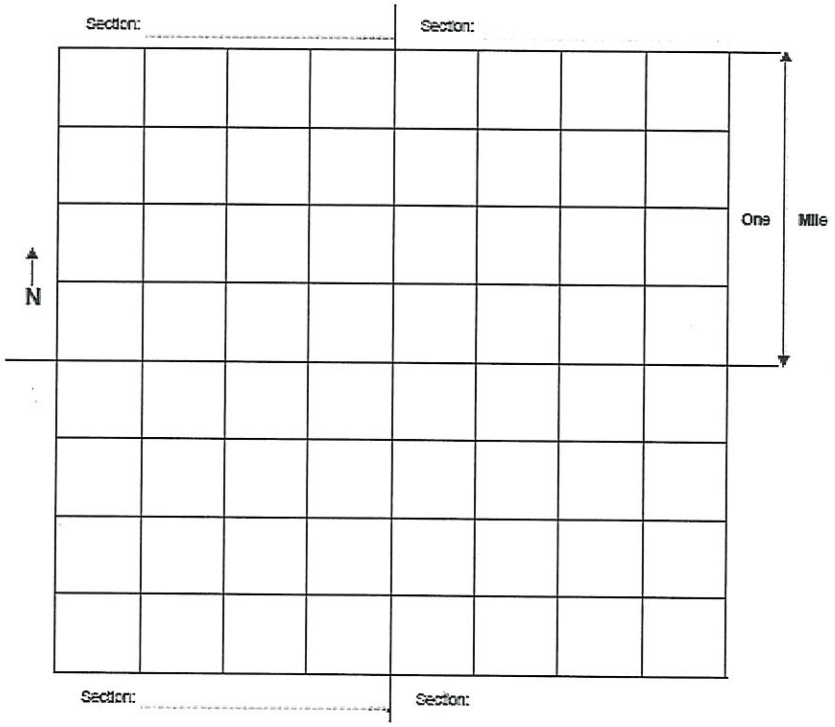
Section(s): _____

Block: _____ Farm Unit: _____

or GPS: _____

County: _____

PLEASE NOTE:
The map is divided into 4 sections with each section divided into quarter-quarter sections. Please complete it by marking the appropriate section number(s) on the map and indicate as accurately as possible the location of the area treated.



Miscellaneous Information:

ADR FORM 640-4225 (R4/07) Page 2 of 3

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/18/2016

Originating Department: Public Works

Clearances:

- ☐ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☑ Public Works

Subject: 2017 Contract for Street Sweeping Services.

Action Required: Authorize the City Manager to execute a contract with Best Parking Lot Cleaning, Inc. for Street Sweeping Services.

Exhibits: Contract with Scope of Work

Budget: $26,300 is allocated in the 2017 Parks Resource Management Budget
$96,000 is allocated in the 2017 Street Budget
$96,000 is allocated in the 2017 Surface Water Budget

Summary Statement:

This is the first of three (3) renewals of the 2016 Parks and Street Sweeping contract with Best Parking Lot Cleaning. The City has been well served by Best Parking Lot Cleaning, Inc.

Background:

Best Parking Lot Cleaning, Inc. was selected as the lowest, responsive and responsible bidder in September of 2015 after holding the Parks and Street Sweeping contract for five consecutive years. The 2016 contract included the newly annexed Klahanie. No new areas of sweeping are included in the 2017 contract.

Financial Impact:

The total requested authorization amount is $184,620.29 including tax. A base bid of $128,603 plus a management reserve fund of $40,000 for any additional or emergency sweeping services needed that would be approved prior in writing by the City.

Recommended Motion:

Authorize the City Manager to execute a contract with Best Parking Lot Cleaning, Inc. in the amount of $184,620.29.

Exhibit 1

SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between:	City of Sammamish and Best Parking Lot Cleaning Inc.
Project:	Parks and Street Sweeping
Commencing:	January 1, 2017
Terminating:	December 31, 2017
Amount:	$168,603.00 plus WSST.

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Best Parking Lot Cleaning Inc. (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Parks and Street Sweeping and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

WHEREAS, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. **Scope of Work to be Accomplished**. The Contractor shall perform the work described in Exhibit "**A**" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

2. **Contract Documents**. The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. **Payment**. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "**B**" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. **Warranties/Guaranty**.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2 With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. **Change Orders**. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

6. **Insurance.** The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or

in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. (Not Applicable)

☐ 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented**. If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this

Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

8. **Assignment/Delegation**. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. **Applicable Law; Venue**. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: http://www.bls.dor.wa.gov/cities/sammamish.aspx."

10. **Termination.**

10.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall promptly be submitted to the City

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. **Duration**. This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. **Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Contract.

Furthermore, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

13. **Independent Contractor**. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

14. **Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.
15. **Waiver**. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

16. **Attorneys Fees**. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

17. **Entire Contract/Binding Effect**. This Contract constitutes the entire agreement between the parties hereto.

18. **Modification**. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

19. **Severability**. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

20. **Notices**. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

Exhibit 1

TO CITY:	**TO CONTRACTOR:**
City of Sammamish, and Department of Public Works	Contractor: Best Parking Lot Cleaning Inc.
Contact Name: Martin Bohanan	Contact Name: Rebecca Craig
Street Address: 801 228th Avenue SE	Street Address: 2412 Inter Ave.
City, State, Zip: Sammamish, WA 98075	City, State, Zip: Puyallup, WA 98372
Phone: (425) 295-0500	Phone: (253) 863-3330
Contact email: mbohanan@sammamish.us	Contact email: rebecca@bestparkinglot.com

CITY OF SAMMAMISH, WASHINGTON	CONTRACTOR, WASHINGTON
By: _____	By: _____
Title: _____	Title: President
Date: _____	Date: 10/24/16

Attest/Authenticated:	Approved as to Form:
_____	_____
City Clerk	City Attorney

Exhibit 1

EXHIBIT A
City of Sammamish

Scope of Work, Technical Specifications and Cost Schedule

2017 Street Sweeping

Street sweeping** services for the calendar year of 2016 are to be provided in all of the following areas at the listed sweeping frequencies:

1 Sweeping of All arterials (listed above) on the following schedule:
- January – April Every other week
- May – September 1 time per month
- October - December 3 times per week
- Prior to community events throughout the year (approx. 1 per month)

2 Sweeping of all of city parks parking lots and access roads (listed below) on the following schedule:
- January – September & December Weekly
- October and November 2 times per week
- Prior to community events throughout the year: Approximately 3 times per park per year.

3 Sweeping all of neighborhood streets on the following schedule:
- January – April and September – December: 4 times per year (2 times each period)
- In response to specific requests

4 City Hall Complex
- Outside parking lot: Vacuum sweep 1 time in each of the months of February, May, and November (due to the porous asphalt surface vacuum sweeping is mandatory).
- Underground garage parking "Tennant" (or equal) water vacuum sweep 1 time in each of the months of February, May and November.
- Outside parking lot: Prior to community events throughout the year (approximately 4 times per year).

5 Maintenance and Operations Center Complex
- Employee Parking Lot: sweep one time in each of the months of February, May, and November.
- Upper equipment and vehicle yard: On request approximately 12 times per year In response to specific requests.

6 Mars Hill Site

- January – September & December Weekly
- October and November 2 times per week

7. Emergency response

 Storm Cleanup which includes sand cleanup after snow and ice event and wind storm cleanup

8. • Callout response which includes accident and or spill cleanup (must be able to respond and be on site in Sammamish within 1 hour of notification).

**The contractor is responsible for the disposal of all sweeping debris. No storage of sweeping debris on City property is possible.

Exhibit 1

Technical Requirements:

1. **Definitions**

The following terms and definitions used in the agreement are described as follows:

(a) "Additional Services" means additional street sweeping services to be provided by the Contractor in response to accidents, spills, emergencies or other requests by the City, 365 days/year, 24 hours/day within an hour of notification, on a call out basis, or as required by the Infrastructure Maintenance Manager or his designee.

(b) "City" means the City of Sammamish, a Washington municipal corporation.

"Contractor" means the individual, firm, joint venture, co-partnership, or corporation, and its heirs, executors, administrators, successors, and assigns, or the lawful agent of any such individual, firm, partnership, covenanter or corporation, or its surety under the performance bond, constituting one of the principles to the Agreement, performing the work herein specified.

(c) "Emergency" means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City, including, without limitations, and not limited to, fallen branches or fallen branches within public right-of-way, or damage from natural consequences, such as storms, earthquakes, riots, wars, accidents or spills.

(d) "Intersection" means the area embraced within the prolongation or connection of the lateral curb lines, or if none, then the lateral boundary lines of two streets which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different streets joining at any other angle may come in conflict including, without limitation, the junction of an alley with a street.

(e) "Public right-of-way" means the land owned, dedicated, or conveyed to the public or a unit of government, providing for the movement of vehicles, wheelchairs and pedestrian traffic; or providing access to abutting property, utility lines, appurtenances and other facilities benefiting the public.

(f) "Services" means all work outlined herein to be performed by the Contractor.

(g) "Street" means any street, road, boulevard, drive, alley, lane, way, place or any portion thereof, including islands, traffic curbs, intersection areas, auxiliary lanes and those paved areas between curbs, that exist where alleys intersect streets.

(h) "Work" means the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Services defined herein and the carrying out of all duties and obligations imposed by the Contract.

2. **Services**

2.1 **Scope of Services** The Contractor shall perform all work and furnish all tools, materials and equipment in order to provide all necessary street sweeping services including, collection and disposal of sweeping debris, consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City, and pursuant to the direction of the Infrastructure Maintenance Manager (also referred to in the Contract as the Project Manager) or his designee.

2.2 **Response Times.** For all general maintenance sweeping services, the Contractor will perform to agreed work schedule. The Contractor also agrees to respond to and perform Additional Services within twenty-four (24) hours from receiving telephone notice from the City to proceed. In the event of an accident, spill or emergency, as determined by the City, the Contractor agrees to respond to and perform such services 365 days per year, 24 hours/day, arriving on-site within 60 minutes of receiving notice from the City to proceed.

2.3 **Record/Logs.** Within seven calendar days of the Notice to Proceed, the Contractor shall submit for the City's approval, a monthly sweeping schedule that meets the sweeping requirements of this Contract, together with a planned route outlined on maps furnished by the City. The Contractor shall designate which holidays it will observe and indicate all schedule modifications if the holiday falls on a regular sweeping day. Should the Contractor need to modify the schedule as submitted, the Contractor shall give not less than seven (7) calendar days written notice of any proposed changes to the Infrastructure Maintenance Manager. The Contractor shall maintain accurate records of the Services performed and of the sites utilized for disposal of the street sweeping debris. At a minimum, these records shall show the dates, times and locations of sweeping operations, dates and times of transport and disposal of sweeping debris, amount of disposed debris or material, the name and location of the debris disposal site(s) used, and the name of the streets where the sweeping services were performed. The Contractor shall provide the City, at least once a month, a written report including this information

2.4 **Incidental Costs.** The Contractor shall be responsible for obtaining and paying for any water (and any other incidental costs) used in connection with provision of the sweeping services provided for under this Contract. All water used shall be obtained through proper permitting processes required by the water purveyor.

2.5 **Employees**. All Contractor's employees and agents who participate in the performance of the Services described herein shall be competent and skilled in the performance of such work and in the operation of all equipment used to perform said sweeping services. The Contractor agrees to provide an adequate number of such employees in order to provide the Services. The Contractor

shall require all employees to be courteous at all times to the public, to perform their work as quietly as possible and to be neat in appearance.

2.6 **Equipment**. The equipment utilized shall be equipped with double-gutter brooms where necessary. All sweeping vehicles will be numbered and shall have the Contractor's name and vehicle number painted in letters of contrasting color at least four inches high on each side and on the back of each vehicle. No advertising shall be permitted other than the name of the Contractor. All vehicles shall be kept in a clean and sanitary condition.

2.7 **Cleaning Standard.** All streets, intersections and parking lots shall be swept clean curb to curb or from edge of asphalt to edge of asphalt and no piles or trails of debris shall be left anywhere within the areas swept. Water shall be used as required by the City to control dust. Extra care shall be taken in the loading and transportation of street sweeping debris and other waste so that none of the collected material is left either on private property or on the street or parking lot. Any waste left on public or private property by the Contractor shall immediately be removed upon notice from the Infrastructure Maintenance Manager. The Contractor shall be responsible for the cleaning of all debris spilled or tracked on any street, public place, or private property by any of its equipment. If the Contractor fails to clean the same within the same day that notice is given by the Infrastructure Maintenance Manager, the Infrastructure Maintenance Manager may cause such streets to be cleaned and charge the costs to the Contractor. The City is authorized to deduct such cost from any payments due to the Contractor.

2.8 **Office**. The Contractor shall be required to maintain an office at a location agreed upon by the Contractor and the Infrastructure Maintenance Manager, which shall be provided with telephones and such personnel as may be necessary to take care of complaints, to receive orders for Additional Services, or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office so as to assure the required performance under the Contract. When the office is closed, an answering system shall be in operation to receive messages. The phone number to be called for Emergency 1 hour response will be clearly identified.

2.9 **Contact Person.** Each party agrees to designate a key employee who will be the responsible contact person for that party with respect to implementation of the Contract and communication of information necessary for the performance of the Contract. The Contractor shall provide the City daily communication by phone when in town performing sweeping services. The City shall have direct communication to the sweeper by cellular phone.

2.10 **Utilities.** The Contractor shall be obligated to protect all public and private utilities from damage while performing the Services described herein. The Contractor shall be responsible for any and all restoration or replacement costs due to damages resulting from the Contractor's activities.

3. **Hazardous Substances.**

The Contractor recognizes that the debris or material collected by its street sweepers may contain dangerous or hazardous wastes. Contractor agrees to collect, handle, transport and dispose of the debris or material and perform the
Services specifically in accordance with all applicable local, state and federal laws, standards, rules and regulations now in effect or hereafter amended or enacted. This shall include without limitations, all regulations by the Washington State Department of Ecology and the United States Environmental Protection Agency. The Contractor shall be responsible to obtain and pay for any and all permits or licenses required by the City

or any other local, state or federal government authority that are necessary to perform the Services, and provide copies of such to the City. The Contractor shall provide a copy of a current Fire Hydrant Water Permit to the City upon execution of the Agreement covering all sweepers engaged in performing the services. The Contractor shall require that all operators of its street sweeping equipment maintain current, valid Washington State Driver's Licenses.

4. **Disposal.**

The Contractor shall deliver, at its cost, street sweeping waste to a disposal site approved by and in compliance with the disposal requirements of the Washington State Department of Ecology and any other federal, state or local agency or department with jurisdiction. The Contractor shall at all times advise the City of the disposal site or sites being used by the Contractor, and provide copies of all disposal tickets to the City with each invoice. The Contractor shall not temporarily store any street sweeping spoils or waste at any site other than a disposal site that has been approved by the Washington State Department of Ecology for that specific purpose.

Arterial Street Sweeping List

Street / Route	From	To
228th Ave	43rd Way (city limit)	4519 Sahalee Way NE (city limit)
E Lk Sammamish Pkwy	43rd Way	187th Ave NE
Issaquah Pine Lake Rd	SE 48th	228th Ave SE
South Pine Lake Route: SE 30th St / 222nd Pl SE / SE 28th St. / 216th Ave SE / SE 32nd St	228th Ave SE	212th Ave SE
Inglewood Hill Rd	E Lk Sammamish Pkwy	228th Ave NE
Duthie Hill Rd	Issaquah-Beaver Lake Rd	267th Ave SE
Duthie Hill Rd	272nd Ave SE	Trossachs Blvd.
212th Ave SE	Thompson Hill Rd	E Lk Sammamish Pkwy
Thompson Hill Rd	212th Ave	E Lk Sammamish Pkwy
SE 24th	212th Ave	E Lk Sammamish Pkwy
NE 8th St	228th Ave	244th Ave NE
244th Ave NE/SE	SE 8th St	NE 30th Pl. (city limit)
SE 24th St	228th Ave	West Beaver Lake Dr
E/W Beaver Lake Dr	SE 24th St	SE 32nd St
SE 32nd Way	Issaquah-Pine Lake Rd	SE Duthie Hill Rd
SE 20th St	212th Ave	228th Ave SE
SE 8th / 218th Ave SE / SE 4th St	212th Ave	228th Ave SE
SE 8th St	228th Ave	244th Ave
244th Ave SE	SE 32nd	SE 24th ST
North Central Route: 216th Ave NE / NE 20th Way / 220th Pl NE / 221st Ave. NE / NE 28th Pl.	Inglewood Hill Rd. NE	Sahalee Way NE
North East Route: NE 12th Pl. / NE 14th Dr. / NE 16th St. / 214th Way NE / NE 19th Pl. / 205th Pl. NE / SE 37th Way	288th Ave. NE	Sahalee Way NE
248th Ave. SE / Windsor Green Blv.	SE 24th St.	SE 8th St.
SE Klahanie Blvd.	Issaquah Pine Lake Rd. SE	256 Ave. SE
SE Klahanie Dr.	256 Ave. SE	SE Issaquah Fall City Rd.

Exhibit 1

Parks and Facilities Parking Lots

1. Beaver Lake Park
    a. Ball field parking lot and access roadway off of 244th Ave SE
    b. Lodge parking lot and turn around area and Maintenance shop area at 25005 SE 24th St

2. Ebright Creek Park
    a. 1317 212 Ave. SE – Parking lots and access roads

3. Pine Lake Park
    a. 2405 228th Ave SE – Parking lots and roadways

4. Northeast Sammamish Park – West side of Road
    a. 36th St NE & Sahalee Way – parking area

5. Lower Commons – Parking Lot
    a. 801 228th Ave SE – parking area and access roads (access from 222nd Pl. SE)

6. East Sammamish Park
    a. 21300 NE 16th Way – parking area & access roads

7. Evans Creek Preserve II (Sahalee Trail Head)
    a. 3650 Sahalee Way NE

8. Klahanie Park
    a. 25000 SE Klahanie Blvd.

City of Sammamish City Hall Complex

- 801 – 228th Avenue SE

City of Sammamish Facilities Parking lots

1. Maintenance and Operations Center
    a. 1801 244th Ave. NE

2. Mars Hill
    a. 120 228th Ave. NE

Exhibit 1

Cost Summary

Schedule A
Sweeping from 1 January 2017 through December 31, 2017

Arterial Streets:
40 Sweepings/ approximately 2600 lane miles, including disposal cost
$__31.99__per lane mile

Sweeping Cost $ _83,174.00__+ tax $ __7,901.53___ = **Total** $ _91,075.53_____

Parks and Facilities: (include disposal costs in each price)
80 total sweeps, including disposal costs

Sweeping Cost $_12,000.00__ + tax $ __1,140.00__ = **Total** $ _13,140.00_____

Neighborhood Streets:
4 times per year / approximately 940 lane miles, including disposal cost
$__34.10_____per lane mile

Sweeping Cost $ _32,054.00_ + tax $ __3,054.13__ = **Total** $ _35,099.13_____

City Hall Complex: (include disposal costs in each price)
3 Sweeps upper parking lot

Sweeping Cost $ __275.00___ + tax $ ___26.13_ __ = **Total** $ ___301.13_____

3 Sweeps underground covered parking lot

Sweeping Cost $ __275.00___ + tax $ ___26.13_ __ = **Total** $ ___301.13_____

Prior to community events 4 times per year

Sweeping Cost $ __275.00___ + tax $ ___26.13_ __ = **Total** $ ___301.13_____

Maintenance and Operations Center: (include disposal costs in each price)
3 Sweeps Employee Parking Lot

Sweeping Cost $ __275.00___ + tax $ ___26.13_ __ = **Total** $ ___301.13_____

12 Sweeps Equipment and Vehicle Yard

Sweeping Cost $ __275.00___ + tax $ ___26.13_ __ = **Total** $ ___301.13_____

Schedule A Total: $__140,820.31___
(including tax)

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

X Corporation	☐ Partnership	☐ Government
☐ Individual/Proprietor	☐ Other (explain)	☐ Consultant

TIN No.: 912172783 Social Security No.: _____

Print Name: Rebecca Craig

Title: Owner

Business Name: Best Parking Lot Cleaning Inc.

Business Address: 2412 Inter Ave.,
City, State, Zip: Puyallup, WA 98372

Business Phone: (253) 863-3330

10/24/16
Date

Authorized Signature (Required)

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/18/2016

Originating Department: Public Works

Clearances:

- ☐ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☑ Public Works

Subject: 2017 Contract for Stormwater System Cleaning Services.

Action Required: Authorize the City Manager to execute a Contract with Everson's Econo-Vac for stormwater system cleaning services.

Exhibits: Contract with Scope of Work.

Budget: $350,000 is allocated in the adopted 2017 Stormwater budget for stormwater system cleaning services.

Summary Statement:

This contract for stormwater system cleaning services will augment and complement the work of our in-house Public Works Operations staff. Stormwater system cleaning services have been identified in the City's adopted budget to be performed as a contracted service.

Background:

A request for proposals (RFP) was issued in September 2015. A total of five firms responded to the RFP. Everson's Econo-Vac was identified as the lowest responsible bidder.

This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation may be adjusted based on any increase in the June to June Seattle Consumer Price Index – Urban (CPI-U) rate.

Financial Impact:

The total authorization of the proposed contract is $348,123.32 including WSST. The contract amount of $299,656 plus WSST includes routine stormwater system cleaning in all identified service areas in the City's stormwater system including the Klahanie annexation. An additional management reserve fund in the amount of $20,000 including WSST is being requested to be used only by written authorization to cover any unidentified stormwater system cleaning services.

Stormwater system cleaning is funded in the amount of $350,000 in the adopted 2017 Surface Water Management Fund.

Recommended Motion:

Authorize the City Manager to execute a contract with Everson's Econo-Vac to provide Stormwater System Cleaning Services for 2017 for a total authorization of $348,123.32.

Exhibit 1

SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between:	City of Sammamish and Everson's Econo-Vac, Inc.
Project:	Stormwater System Cleaning
Commencing:	January 1, 2017
Terminating:	December 31, 2017
Amount:	Not to Exceed $299,656.00 plus WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Everson's Econo-Vac, Inc., (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Stormwater System Cleaning and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

WHEREAS, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. Scope of Work to be Accomplished. The Contractor shall perform the work described in Exhibit "**A**" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

2. Contract Documents. The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "**B**" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. Change Orders. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. (Not Applicable)

☐ 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented**. If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

8. **Assignment/Delegation**. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. **Applicable Law; Venue**. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: http://www.bls.dor.wa.gov/cities/sammamish.aspx."

10. **Termination.**

10.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall promptly be submitted to the City

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. **Duration**. This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determines that this Contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Contract.

Furthermore, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

13. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

15. Waiver. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

16. Attorneys Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

19. Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

20. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

City of Sammamish, and
Department of Public Works

Contact Name: Martin Bohanan

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mbohanan@sammamish.us

TO CONTRACTOR:

Contractor:
Everson's Econo-Vac, Inc.

Contact Name: Mike King

Street Address: PO Box 428

City, State, Zip: Sumner, WA 98390

Phone: 253-848-5250

Contact email: mike@eversons-econovac.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: Wesley Brood

Title: VP, Controller

Date: 11/02/16

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES
Inspection and Cleaning Type 1 & Type 2 Catch Basins:

Bid Item 1 shall be a cost per unit bid. The actual number of catch basins will vary.

Contractor will perform the following:

1. Contractor shall supply all necessary labor, material, and equipment to perform the work described herein. Contractor shall follow a systematic route, inspect for illicit discharges, and clean, if needed, all Type 1 and Type 2 catch basins within the specified maintenance zone(s). The zones to be worked in 2016 will be specified by the City's Project Manager. All catch basins located on East Lake Sammamish Parkway NE/SE and 228th Avenue NE/SE catch basins shall be cleaned every year. The City does not warrant that the actual quantities of work will correspond with those estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.

2. Contractor shall log, on a road map approved by the Project Manager, the location of Type 1 & 2 catch basins that have been inspected and indicate the direction of storm water flow into or from each catch basin. The Contractor shall also identify the size and direction of flow for all pipes leading into or out of each catch basin cleaned. Contractor shall prepare a map in electronic format identifying the location of each catch basin. The log will be submitted monthly with request for payment.

3. Once a catch basin is inspected, contractor shall mark the grate with permanent paint in a color as directed by the Project Manager.

4. Before leaving each catch basin location, the Contractor shall clean all catch basin grates and/or lids with high-pressure water.

5. Contractor shall transfer decant to a Metro approved decant station only. No decant is allowed to be pumped or drained back into the catch basin or storm system. No decant si allowed to be pumped or drained into the sanitary sewer system.

6. The expense of debris disposal at a Metro approved decant station may be invoiced by the Contractor at par for reimbursement.

Additional Catch Basin Cleaning

1. At the direction of the Project Manager, the Contractor shall perform additional catch basin cleaning service as may be required.

Cleaning 48 inch diameter Pond Control Structure:
Cleaning 72 inch diameter Pond Control Structure:

Bid Item 3 and 4 shall be a cost per unit bid. The actual number of Control Structures may vary

Contractor shall perform the following:

1. Contractor shall supply all necessary labor, material, and equipment to perform the work described herein. Contractor shall inspect for illicit discharges and clean Control Structures identified by the Project Manager. Sizes vary, but are typically 48-inch, 60-inch and 72-inch diameters catch basins.

2. Contractor shall log, on a road map approved by the Project Manager, the location of Pond Control Structures that have been cleaned and indicate the direction of storm water flow into or from each Control Structure. The Contractor shall also identify the size and direction of flow for all pipes leading into or out of each Control Structure cleaned. Contractor shall prepare a map in electronic format identifying the location of each Control Structure. The log shall be submitted monthly with request for payment.

3. Once a Control Structure is cleaned, Contractor shall mark the structure with permanent paint in a color as directed by the Project Manager.

4. Before leaving each Control Structure location, the Contractor shall clean all Pond Control Structure grates and/or lids with high-pressure water.

5. Contractor shall transfer decant to a Metro approved decant station only. No decant is allowed be pumped or drained back into the Control Structure or storm system. No decant is allowed be pumped or drained into the sanitary sewer system.

6. The expense of debris disposal at a Metro approved decant station may be invoiced by the contractor at par for reimbursement.

Additional Control Structure Cleaning

1. At the direction of the Project Manager, the Contractor shall perform additional Control Structure Cleaning service as may be required.

Small Vault Bottom Cleaning:
Large Vault Bottom Cleaning:

water flow into or from each vault. The Contractor shall also identify the size and direction of flow for all pipes leading into or out of each vault cleaned. Contractor shall prepare a map in electronic format identifying the location of each filter vault. The log shall be submitted monthly with request for payment.

7. Once a Filter Vault is cleaned, the Contractor shall mark the structure with permanent paint at a location and in a color specified by the Project Manager.
8. Before leaving each Filter Vault location, the Contractor shall clean all vault grates and/or lids with high-pressure water.
9. Contractor shall transfer decant to a Metro approved decant station only. No decant is allowed to be pumped or drained back into the vault or storm system. No decant is allowed to be pumped or drained back into the vault or storm system. No decant is allowed to be pumped or drained into the sanitary sewer system.
10. The expense of debris disposal at a Metro approved decant station may be invoiced by the Contractor at par for reimbursement.

Additional Vault Bottom Cleaning

1. At the direction of the Project Manager, the Contractor shall perform additional cleaning service as may be required.

Pipe Jetting Service

1. At the direction of the Project Manager, the Contractor shall perform pipe jetting sufficient to clear piping where necessary including small-diameter pipe jetting utilizing 3/8 in diameter hose up to 400 lineal feet.

Potholing Vactor Services

1. At the direction of the Project Manager, the Contractor shall perform vactor potholing where necessary to expose piping and buried utilities.

Root Cutting

At the direction of the Project Manager, 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.

TV Pipe Inspection

1. At the direction of the Project Manager, the Contractor shall furnish TV pipe inspection and provide the Project Manager with a digital visual record of the inspection.

Emergency Spill Response

Exhibit 1

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

X	Corporation	☐	Partnership	☐	Government
☐	Individual/Proprietor	☐	Other (explain)	☐	Consultant

TIN No.: 911585111 Social Security No.: _____

Print Name: Mike King

Title: Operations Manager

Business Name: Everson's Econo-Vac, Inc.

Business Address: PO Box 428, Sumner, WA 98390

Business Phone: 253-848-5250

11/02/16
Date

Wesley Brood
Authorized Signature (Required)

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/18/2016

Originating Department: Parks and Recreation

Clearances:

- ☐ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☑ Parks & Recreation
- ☐ Public Safety
- ☑ Public Works

Subject: 2017 Contract for Fence repair, replacement and emergency response.

Action Required: Authorize the City Manager to execute a contract with Industrial Solutions Northwest for fence repair, replacement and emergency response.

Exhibits: Contract with scope of work

Budget: $72,000.00 is funded in various project and maintenance line items:
Parks Resources, $12,000
Street Maintenance, $40,000
Surface Water Maintenance, $20,000

Summary Statement:

The Parks and Recreation, Public Works and Facilities Departments desire to renew a contract with Industrial Solutions Northwest for fence repair, fence replacement and emergency response services.

From time to time during the year, the City is in need of fence repairs, fence replacement and/or emergency maintenance response for fencing. This work takes place in our parks, ROW and other city owned facilities.

Background:

Industrial Solutions Northwest was selected as the lowest responsive and responsible bidder through a competitive bid selection process using the eCityGov Shared Procurement Portal in 2015.

The city has entered into a variety of service-as-requested contracts and found this contracting method to be very effective, especially as maintenance needs are often uncertain.

Financial Impact:

The requested authorization amount is not-to-exceed $72,000.00 for the duration of the contract. There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.

Recommended Motion:

Authorize the City Manager to execute a contract with Industrial Solutions Northwest to provide fence repair, replacement and emergency response for an amount not-to-exceed $72,000.00.

Exhibit 1

SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between:	City of Sammamish and Industrial Solutions Northwest
Project:	Fence Maintenance and Emergency Response
Commencing:	January 1, 2017
Terminating:	December 31, 2017
Amount:	$ 72,000.00 including WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Industrial Solutions Northwest, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Fence Maintenance and Emergency Response and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

WHEREAS, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. **Scope of Work to be Accomplished**. The Contractor shall perform the work described in Exhibit "**A**" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

2. **Contract Documents**. The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. **Payment**. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "**B**" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. **Warranties/Guaranty**.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2 With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. **Change Orders**. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

6. **Insurance**. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from

or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. (Not Applicable)

☐ 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented**. If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this

Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

8. **Assignment/Delegation**. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. **Applicable Law; Venue**. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: http://www.bls.dor.wa.gov/cities/sammamish.aspx."

10. **Termination.**

10.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall promptly be submitted to the City

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. **Duration**. This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

12. **Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Contract.

Furthermore, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

13. **Independent Contractor**. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

14. **Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

15. **Waiver**. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

16. **Attorneys Fees**. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

17. **Entire Contract/Binding Effect**. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

19. Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

20. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

City of Sammamish
Public Works Department

Contact Name, Contract Administrator:
Martin Bohanan
Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mbohanan@ci.sammamish.wa.us

TO CONTRACTOR:

Contractor:
Industrial Solutions Northwest

Contact Name:
Greg Pollard
Street Address: 31727 125th Pl. SE

City, State, Zip: Auburn, WA 98092

Phone: (253) 797-2330

Contact email: greg@industrialsolutionsnw.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: Greg A. Pollard

Title: owner

Date: 11.2.2016

Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____
City Attorney

Exhibit 1

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

2017 Fence Repair Scope of Work / Bid Sheet

I. Fence Installation

The unit costs provided in this bid shall be honored throughout the duration of the contract. The actual work contracted may vary in specification and quantity. The city reserves the right to adjust the specifications and contract amount to fit the city's need for services up to $45,000.00.

A. 100' of 6' tall full panel cedar fence, installed…..……..……..….$_5,692.00_____
Estimated WSST……..$__540.74_____
Total…..$_6,232.74_____

B. 100' of Type 1, 6' tall black vinyl coated chain link fence, installed…….$_4,342.00_____ Estimated WSST……..$__412.49_____
Total…..$_4,754.49_____

C. 100' of Type 1, 6' tall galvanized chain link fence,

installed……...$_4,392.00_____
Estimated WSST……..$__417.24_____
Total….$_4,809.24_____
A total+B total+C total = TOTAL* $15,796.47_____

*The summation of the unit cost amounts was used for bid evaluation purposes only.

II. Emergency Response Service

Contractor's crew is to be on-site within two working days from receipt of a repair request or task order. For example if notified on Friday, be on-site on Tuesday.

Exhibit 1

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

X Corporation	☐ Partnership	☐ Government
☐ Individual/Proprietor	☐ Other (explain)	☐ Consultant

TIN No.: **26-4752710** Social Security No.: _____

Print Name: **Greg Pollard**

Title: **Owner**

Business Name: **Industrial Solutions Northwest, LLC**

Business Address: **9002 302nd Avenue SE (B-1), Issaquah, WA 98027**

Business Phone: **(253) 797-2330**
253-797-2330 206.755.5501

11.2.2016
Date

Greg A. Pollard
Authorized Signature (Required)

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/18/2016

Originating Department: Public Works

Clearances:

- ☐ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☑ Parks & Recreation
- ☐ Public Safety
- ☑ Public Works

Subject: 2017 Contract for Tree Service and Emergency Response.

Action Required: Authorize the City Manager to execute a Contract with Swift Tree Care Inc. for tree service and emergency response.

Exhibits: Contract

Budget: $50,000 is allocated in the 2017 adopted Streets Budget
$35,000 in the Parks Resource Management Budget
$10,000 in the Surface Water Budget

Summary Statement:

The Public Works and Parks Department are proposing a contract in the amount of $90,000 including WSST for tree services and emergency response with Swift Tree Care Inc. The City has contracted for tree services for many years.

Background:

From time to time during the year, the City is in need of hazard tree removal services, pruning, limbing, and stump grinding especially in the aftermath of a serious storm. The City has entered into a variety of service contracts and found that having an established tree service and emergency response contract to be very effective, especially as maintenance needs are often uncertain.

Financial Impact:

$50,000 is allocated in the 2017 adopted Streets Budget.
$35,000 in the Parks Resource Management Budget.
$10,000 in the Surface Water Budget.

Recommended Motion:

Authorize the City Manager to execute a Contract with Swift Tree Care Inc. for tree service and emergency response in an amount of $90,000.00

Exhibit 1

SMALL PUBLIC WORKS SERVICE CONTRACT

Between:	City of Sammamish and Swift Tree Care Inc.
Project:	2017 - Tree Service
Commencing:	January 1, 2016
Terminating:	December 31, 2017
Amount:	$95,000 including WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Swift Tree Care Inc., (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for 2017 - Tree Service and

WHEREAS, pursuant to the invitation of the City, extended through the Municipal Research Service Center's Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

WHEREAS, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. **Scope of Work to be Accomplished**. The Contractor shall perform the work described in Exhibit "**A**" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

2. **Contract Documents**. The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. **Payment**. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "**B**" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. **Warranties/Guaranty**.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2 With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. **Change Orders**. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written

document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

6.1 Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. (Not Applicable)

☐ 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented**. If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its

submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

8. **Assignment/Delegation**. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. **Applicable Law; Venue**. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: http://www.bls.dor.wa.gov/cities/sammamish.aspx."

10. **Termination.**

10.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall promptly be submitted to the City

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. Duration. This contract is the last of two (2) renewals allowed in the 2015 Tree Service contract.

12. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

Furthermore, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor’s Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

13. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The
Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless

against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

15. **Waiver**. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

16. **Attorneys Fees**. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

17. **Entire Contract/Binding Effect**. This Contract constitutes the entire agreement between the parties hereto.

18. **Modification**. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

19. **Severability**. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

20. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

City of Sammamish, and
Department of Public Works

Contact Name: Martin Bohanan

Street Address: 801 228th Avenue SE
City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500
Contact email: mbohanan@sammamish.us

TO CONTRACTOR:

Contractor:
Swift Tree Care Inc.

Contact Name: Amy Swift

Street Address: PO Box 434
City, State, Zip: Duval, WA 98019

Phone: (425) 657-0690
Contact email: swifttreecare@yahoo.com

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

Exhibit 1

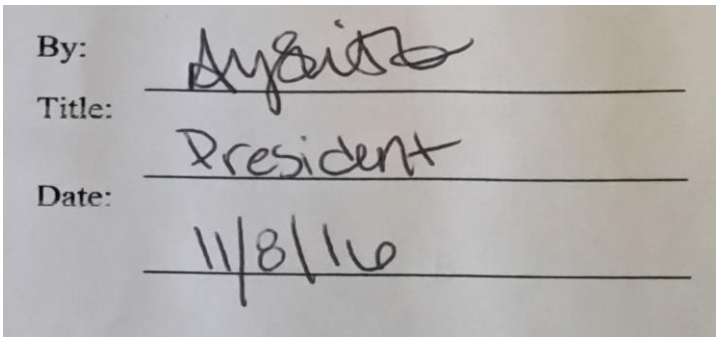
By: _____

_____

_____

Title:

Date:



Attest/Authenticated:

_____
City Clerk

Approved as to Form:

_____ City Attorney

Rev 8/2016 - 2017 - Tree Service

Exhibit 1

EXHIBIT A

SCOPE OF SERVICES

2017 Tree Service Scope of Work / Price Schedule

Scope of Work

A. General Services and Storm Cleanup

Permits for General Services, if required, are the responsibility of the Contractor and may be obtained at Sammamish City Hall, 801 228th Ave. SE, Sammamish, WA 98075

1. Tree Removal

2. Chipping and disposal of all limbs and branches

3. Stump grinding

4. Wood hauling

5. Tree pruning

6. Cleanup of storm damage to include General Services 1. - 5. Service to be available duringdaylight hours, 5 days per week (Monday through Friday excluding holidays)

B. Emergency Response Service

1. One-hour response time for emergency services including tree removal, chipping and disposal of all limbs and branches and wood hauling. Service to be available 24 hours/day, 7 days/week.

C. Exclusions

The City will be responsible for traffic control where needed.

Exhibit 1

D. Price Schedule (Washington State Sales Tax not included)

1. General Services $200.00 per hour.

2. Emergency Response Service $200.00 per hour.

Co. Name:	Swift Tree Care Inc.	
Address:	PO Box 434	
City, State ZIP:	Duvall, WA 98019	
Contact person:	Amy Swift	
Phone:	(425) 657-0690 Cell	(425) 788-3637
e-mail	swifttreecare@yahoo.com	

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

X Corporation Partnership ☐ Government ☐

☐ Individual/Proprietor ☐ Other (explain) ☐ Consultant

~~TIN No.:~~ _____ EIN.: 46-1888-632

Exhibit 1

Print Name: Amy Swift

Title: President

Business Name: Swift Tree Care Inc,

Business Address: 30719 NE 130th Pl., Duvall, WA 98019

Business Phone: 425-788-3637

11/8/16

Date

Authorized Signature (Required)

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/7/2016

Originating Department: Public Works

Clearances:

- [x] Attorney
- [ ] Admin Services
- [x] City Manager
- [ ] Community Development
- [ ] Finance & IT
- [ ] Parks & Recreation
- [ ] Public Safety
- [x] Public Works

Subject: 2017-2018 Ebright Creek Water Quality Monitoring

Action Required: Authorize the City Manager to execute a Contract Agreement with 48 North Solutions to continue the water quality monitoring of Ebright Creek

Exhibits:

1. Monitoring Locations and Monitoring Data Collected
2. Agreement For Services

Budget: The 2017-18 Biennial Budget allocates $559,000 in the Surface Water Management Fund for Professional Services

Summary Statement:

The City is required to perform monitoring of Ebright Creek and headwater Wetlands 17 and 61 through three obligating agreements: Settlement Agreement related to the development of the Sammamish Commons (City Hall), the plat conditions for the development of the Crossings at Pine Lake, and the plat conditions for the development of Chestnut Estates. The Crossings at Pine Lake and Chestnut Estates Homeowners Associations are required to reimburse the City for specific elements of the monitoring, as described in the financial impact section. The contract with 48 North Solutions will satisfy all of the requirements associated with the above conditions and agreements.

Background:

In 2005, the City entered into a Settlement Agreement with the Friends of Pine Lake associated with the site development of the Sammamish Commons (City Hall). The Agreement required the City to monitor stream flows in Ebright Creek and water levels in headwater Wetland 61 which is located in the Lower Commons. The City contracted with engineering firm RH2, to perform this monitoring.

In 2015, the City entered into a two-year contract with 48 North Solutions for water quality monitoring of Ebright Creek, which incorporated more monitoring requirements of the plat conditions of approval for the Crossings at Pine Lake and Chestnut Estates. These requirements included water level monitoring in Wetland 17, and flow rate, temperature, and turbidity of discharges from stormwater ponds associated with those developments. Exhibit 1 shows monitoring locations and data collected at each site. This contract continues the monitoring and reporting requirements for Ebright Creek for an

additional two years. The contract end date is in 2019 so the consultant can produce the 2018 report. Water quality monitoring for 2019 and beyond will continue under a new contract, which will be brought to Council for approval.

Financial Impact:
The budget for this work is included in the approved 2017-18 Biennial Budget, which allocates $559,000 in the Surface Water Management Fund for Professional Services.

The total cost for monitoring at Site 2 for the duration of this contract is estimated to be $14,632 and will be paid by the Chestnut Estates Homeowners Association. The total costs for monitoring at Sites 4, 5, and 6 are estimated to be $43,894 for the duration of this contract and will be paid by the Crossings at Pine Lake Homeowners Association. The City will pay remaining costs for monitoring at Sites 1 and 3, estimated to be $29,263. (The costs are totals for work to be provided within the two-year contract).

Recommended Motion:
Move to authorize the City Manager to execute a contract with 48 North Solutions for water quality monitoring and reporting of Ebright Creek in an amount not to exceed $87,789 and to authorize the City Manager to administer a management reserve of $13,000 for unexpected project needs.

Exhibit 1: Ebright Creek Monitoring Locations and Data Collected

Monitoring Sites	Minimum Monitoring Constituents			
	Temperature	Turbidity	Flow/ Volume	Water Level
1 – Downstream in Ebright Creek	✓		✓	
2 – Discharge from Chestnut Lane Pond	✓	✓	✓	
3 – Wetland 61				✓
4 – Wetland 17				✓
5 – Discharge under Road from On-site Wetland	✓	✓	✓	
6 – Crossings and Pine Lake Tract A Pond, Northeasterly Discharge to Wetland 17	✓	✓	✓	

Exhibit 1

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: 48 North Solutions, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and 48 North Solutions, Inc, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

___ According to the rates set forth in Exhibit "_ "

_X_ A sum not to exceed $87,789

___ Other (describe): _____
_____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2019, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily

injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Furthermore, should subcontracting be agreed to by the parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Company Name	48 North Solutions, Inc.
Contact Name	Cameron Fisher
Street Address	909 NE Boat Street
City, State Zip	Seattle, Washington, 98105
Phone Number	(206) 714-5474
Email	*cfisher@48northsolutions.com*

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The 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."

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By:_____
Print Name: __ _____	Print Name: Cameron Fisher
Title:_____	Title: President
Date:_____	Date: December 7, 2016
Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

Exhibit 1

[INSERT EXHIBIT A – SCOPE OF SERVICES]

(Provided by consultant or Vendor)

Exhibit 1

48 north solutions

909 NE Boat Street, Seattle, Washington, 98105

December 5, 2016

Tawni Dalziel, Senior Stormwater Program Manager
City of Sammamish
801 228th Ave SE
Sammamish, WA 98075

Re: Biological and Water Monitoring Services of Ebright Creek for 2017 & 2018

Dear Ms. Dalziel:

48 North Solutions, Inc. (48 NORTH) appreciates the opportunity to continue the biological and water monitoring of Ebright Creek for the City of Sammamish (the City).

Our efforts during Years 1 and 2 (2015 and 2016, respectively) has to develop a detailed baseline to monitor stream changes associated with the construction of the Chestnut Lanes and the Crossings at Pine Lake housing developments. Our team established baseline monitoring locations to assess both the water and physical habitat of the stream. This proposal is to continue the biological and water monitoring during Years 3 and 4 (2017 and 2018, respectively).

We are excited to continue supporting the City with this exciting project. If you have any questions or require additional information regarding this proposal, please contact me at (206) 714-5474 or cfisher@48northsolutions.com.

Sincerely,

C. Fisher

Cameron Fisher
Principal, Aquatic Lead
48 North Solutions, Inc.

A. Project Team

The 48 NORTH team will continue to be managed by Cameron Fisher, a Principal at 48 NORTH. We will also continue our partnership with Geosyntec Consultants (Geosyntec) to conduct the water monitoring. Aaron Poresky, a senior engineer at Geoysntec, has overseen water monitoring since the project's inception. He will continue this role, while also being supported by staff from Geosyntec's Seattle office.

48 NORTH has included a new team partner. DOWL is a multi-disciplined consulting firm that provides civil engineering and surveying services for environmental and land development. DOWL is located in Redmond, Washington. Paul Rice, a senior surveyor at DOWL, will support the 48 NORTH's team with the development of the easement agreements to access the private properties along Ebright Creek.

B. Scope of Services

Task 1: Project Management

Objective

This task will include project coordination with the City and Consultant staff, invoicing and accounting on the project, and project setup.

Consultant Services

The Consultant will attend meetings (Project Kick-off Meeting and monthly phone meetings) with the City representative to discuss project status and progress. 48 NORTH will provide invoicing, using the City-provided form, and include a short progress report stating work conducted along with each invoice.

City Responsibilities

The City project manager will arrange an agreeable time to discuss project progress on a monthly basis.

Assumptions

- Attendance at one kick-off meeting between the City, 48 NORTH, and their subcontractor(s).
- 48 NORTH's project manager will meet with City staff up to twice each year to review project details, if requested.
- Ongoing project coordination with the City project manager through phone calls and emails.
- 48 NORTH and their subcontractor(s) assumes a 30-minute meeting via phone each month between the City's project manager, 48 NORTH, and one person from their subcontractor over the course of the 2-year contract.
- 48 NORTH assumes up to 16 hours of staff time per year to research and respond to phone calls or email inquiries, and coordinate between the City, subcontractors, and stakeholders.
- 48 NORTH assumes 2 hours of project management each month to oversee the team and coordinate with City staff.
- 48 NORTH will coordinate with City staff and project stakeholders during field operations.
- Subcontractor, Geosyntec, will provide up to 12 hours of staff time per year to research and respond to the City's phone calls and/or email inquiries.

Deliverables

- Kick-off meeting agenda and summary notes.
- Monthly invoices using the City-provided form including status, and budget expended and remaining by task.

- Email summary of monthly coordination check-ins including summary of issues discussed and next steps.

Task 2: Stream Mapping

Objective
This task will include mapping and inventorying the available stream habitat, as well as documenting physical changes to the stream over time.

Consultant Services
48 NORTH will continue to monitor spatial changes in habitat features and temporal changes to stream habitat complexity. Updated information will include pool frequency and stream complexity along Ebright Creek, the riparian condition and shade, sediment/substrate of the stream, and relative stream bed stability.

City Responsibilities
The City will obtain private access approval for this task.

Assumptions
- A three-person field team will conduct the habitat mapping during Year 3 only (2017). We assume 3 field days for effort.
- Monitoring will comply with the Washington Department of Ecology's stream monitoring protocols (http://www.ecy.wa.gov/programs/eap/stsmf/docs/01sntwadeablemana-vv3bhfl.pdf).
- Consultant will notify property owner minimum 48 hours in advance of access onto private property.

Deliverables
There are no deliverables associated with this task.

Task 3: Macroinvertebrate Assessment

Objective
Benthic macroinvertebrates are monitored because they are good indicators of the biological health of stream systems. This task will include annual data collection of macroinvertebrates enabling an assessment of any significant change in the populations along the different stream reaches.

Consultant Services
48 NORTH will collect one (1) set of samples from four established stream locations one (1) time per year (2017 and 2018). Sampling will occur one time between July and September. 48 NORTH will upload macroinvertebrate data onto the regional Benthic IBI database (http://www.pugetsound streambenthos.org/).

City Responsibilities
The City will obtain private access approval for this task.

Assumptions
- A two-person field team will collect macroinvertebrates at the established flowing water locations following protocols developed for the Puget Sound lowlands (http://pugetsoundstreambenthos.org /Projects/EPA_Grant_2010/TechDocs/Final/Approved_QAPP_July2011.pdf).

- Consultant will notify property owner minimum 48 hours in advance of access onto private property.

Deliverables
There are no deliverables associated with this task.

Task 4: Inspection and Operations of Water Quality and Flow Monitoring Equipment

Objective
This task will include operations and inspections of water quality and flow monitoring equipment from January 1 through December 31 of each calendar year (2017 and 2018).

Consultant Services
Six (6) sample locations were identified by the City (Figure 1) for monitoring of the following parameters: temperature, turbidity, flow, and water elevation (Table 1).

One (1) person from Geosyntec will perform one (1) site visit per year to inspect the water monitoring equipment and check equipment's calibrations. Observations during years 1 and 2 at Site 1 (the Pereyra property) indicate that minor changes in the channel cross section will continue to occur which will result in drift in the stream rating curve over time. In order to maintain and improve the reliability of the flow rating curve at Site 1, Geosyntec will update the rating curve three times each year and install a permanent staff gage in this location so that stream level can be more readily spot checked. One of these updates will occur as part of the annual inspection visit, and the other two will be single-purpose trips to update the rating curve.

Figure 1: Approximate Water Monitoring Locations (Subject to Revision)

City Responsibilities
- The City will provide in-house staff for ongoing operation and maintenance (O&M) of water quality and flow monitoring equipment.
- The City will perform regular O&M activities at recommended frequencies, as indicated in Table 2.
- The City will obtain private access approval for this task.

Assumptions
- City staff will accompany Geosyntec during each site visit, as needed.
- Geosyntec will provide O&M guidance to the City's field crews, as needed, and will provide any additional training as part of the annual site visits, to the extent time allows. Geosyntec's Seattle staff will perform this work, which is estimated to require a half day of effort. Inspections of equipment is estimated to require a half day of effort.
- Consultant will notify property owner and the City's Project Manager a minimum 48 hours in advance of access onto private property.

Deliverables
There are no deliverables associated with this task.

TABLE 1
MINIMUM MONITORING REQUIREMENTS FOR EBRIGHT CREEK MONITORING LOCATIONS

MONITORING LOCATIONS	MINIMUM MONITORING CONSTITUENTS			
	TEMPERATURE	TURBIDITY	FLOW/ VOLUME	WATER LEVEL
1 – Downstream in Ebright Creek	✓	–	✓	–
2 – Discharge from Chestnut Lane Pond	✓	✓	✓	–
3 – Wetland 61	–	–	–	✓
4 – Wetland 17	–	–	–	✓
5 – Discharge under Road from On-site Wetland	✓	✓	✓	–
6 – Crossings and Pine Lake Tract "A" Pond Discharge to Wetland 17	✓	✓	✓	–

TABLE 2
SUMMARY OF REGULAR OPERATIONS & MAINTENANCE TASKS TO BE CONDUCTED BY THE CITY DURING YEARS 3 & 4

Task	Minimum Frequency	Comment
Check and clean pressure transducer heads	Twice annually	Frequency may be reduced based on observations
Check desiccant tubes within VZCOM boxes; replace if needed	Quarterly	Desiccant fades and turns pink when saturated
Check and clean turbidity sensor heads; replace wiper if it appears worn or is not cleaning well	Quarterly	Frequency may be reduced based on observations; Stock an inventory of replacement wiper blades
Replace water level sensor batteries	Every 18 months	Manufacturer recommended per O&M Manual
Inspect Site 1 for erosion in the monitoring equipment vicinity that may warrant rating curve updates	As needed	Recommended following large/intense storm events
Communicate issues to Geosyntec promptly	As needed	Provide measurements, pictures, or other information to assist with troubleshooting

Task 5: Data Packaging (OpticRTC)

Objective

To monitor and record water quality and flow at four (4) locations along Ebright Creek and water elevations in two (2) wetland complexes associated with the stream.

Consultant Services

Geosyntec will contract with OptiRTC to:

- Provide the OptiRTC online dashboard and data services for an additional two years.

- Provide a public Applications Programming Interface (API) that could be used to transfer data for presentation on a public website. This is included for no change in the OptiRTC scope.
- Maintain the OptiRTC monitoring system and web-based dashboard to meet monitoring requirements.
- Incorporate updated current calibrations to maintain data in a readily usable and accessible format.

City Responsibilities
There are no client responsibilities with this task.

Assumptions
- No public website will be developed by the contractor for the API/OptiRTC data.
- Online dashboard access will be provided to the City, as requested.

Deliverables
Maintain and update the online dashboard and data management system.

Task 6: Annual Report

Objective
This task will include the preparation of annual *Biological Habitat and Water Monitoring Reports* for Year 2017 and 2018.

Consultant Services
48 NORTH will prepare a *Biological Habitat and Water Monitoring Reports* based on the monitoring year. The report will include synthesis of all previous year monitoring data, including data collected by previous consultant work (RH2), as appropriate. For Year 4 (2018), this report will include analysis of trends in data sets and comparison of monitoring data against water quality benchmarks. The purpose of this report is to draw initial conclusions related to the applicable State Environmental Policy Act conditions, including: long term trends in water level in wetlands and flow rates in Ebright Creek, and water quality and flow rates in discharges from stormwater ponds.

City Responsibilities
There are no client responsibilities with this task.

Assumptions
- Data collected from Tasks 2, 3, and 5 will be incorporated into each annual report.
- Task 2 updated stream habitat data shall include cross referencing stream habitat data with the macroinvertebrate metrics (Task 3) to identify any long-term biological and physical changes to Ebright Creek. Findings will be incorporated into the annual *Biological Habitat and Water Monitoring Report*.
- Task 5 data collection efforts will be summarized, with a description of significant monitoring activities and issues encountered with resolutions. Findings will be incorporated into the annual *Biological Habitat and Water Monitoring Report*.
- This report will be completed by March 2018 and again by March 2019.
- The report will include no more than 45 printed double-sided, color pages.
- 48 NORTH will prepare one (1) draft copy of annual report for internal review. Upon receipt of one (1) consolidated set of comments from the City, 48 NORTH will prepare a final version of the annual report.

Deliverables

- *2017 Annual Biological Habitat and Water Monitoring Report* (Two hard copies and one electronic PDF)
- *2018 Annual Biological Habitat and Water Monitoring Report* (Two hard copies and one electronic PDF)

Task 7: Optional Services/Management Reserve

Objective

To help plan for unforeseen circumstances and/or to provide additional project support for the water monitoring effort, the following optional tasks may be needed, but are not limited to the following. All work performed under this task shall commence only upon prior written approval from the City.

1. Perform additional site visits.
2. Provide guidance and recalibration support associated with system relocation or modifications and update O&M Manual should system modifications occur.
3. Conservation Easement Agreements - Assist the City in developing documents to support legal long-term access to Ebright Creek.

Assumptions

- Up to four (4) site visits maybe needed to complete Task 7.1.

C. Cost Estimate

A time and materials/fixed price estimate to perform the above effort is detailed in Table 3.

48 NORTH and Geosyntec services will be performed on a time and materials basis, not to be exceeded without prior written authorization from the City. DOWL will invoice on a Fixed Price basis with a one-time fee for land survey services, once these services have been performed.

An hour estimate of each professional labor category per task is provided in Table 4 (Year 3) and Table 5 (Year 4). Labor rates are provided in Appendix A

Travel expenses are chargeable directly to a project for actual expenses incurred and includes automobile, van, and truck rental; mileage, and tolls. Mileage for personally owned vehicles is reimbursed using the U.S. Department of Treasury Internal Revenue Service Standard Mileage Rate.

Invoices shall be submitted by 48 NORTH on a monthly basis and will include costs incurred by 48 NORTH and its subcontractors. 48 NORTH's standard invoice provides a list of labor hours by task, rates by labor category, plus a list of project Other Direct Costs and subcontracted services. Customized formats and copies of individual timesheets and receipts can be provided for an additional administrative charge. Payment terms are net 30 days. Late payments will be assessed a 1% per month carrying charge.

TABLE 3
COST ESTIMATE FOR EACH TASK FOR 2017 (YEAR 3) AND 2018 (YEAR 4)

TASK	2017 (Year 3)	2018 (Year 4)	Total
1) Project Management[1]	$9,424	$9,684	$19,108
2) Stream Mapping [2]	$9,528	–	$9,528
3) Macroinvertebrate Sampling [2]	$7,720	$7,968	$15,688
4) Inspection and Operations of Water Quality and Flow Monitoring Equipment [2]	$3,026	$3,084	$6,110
5) Data Package (Optic)	$5,700	$5,700	$11,400
6) Annual Report [2]	$10,615	$14,008	$24,623
Direct Costs[2]	$727	$605	$1,332
Total	**$46,740**	**$41,049**	**$87,789**

[1] Includes hours for both 48 NORTH and Geosyntec
[2] Direct Costs includes field supplies, equipment rental costs, mileage, and printing costs.

Exhibit 1

2017-2018 Ebright Creek Biological & Water Monitoring (Years 3 & 4)

48 north solutions

TABLE 4: HOURS ESTIMATE FOR EACH TASK BY LABOR CATEGORY FOR YEAR 3 (2017)

TASKS	LABOR CATERGORY									TOTAL COST
	Principal Scientist[a] Rate: $147	Senior Scientist[a] Rate: $135	Associate Scientist II[a] Rate: $115	GIS Analysis[a] Rate: $118	Technical Editor[a] Rate: $74	Accounts Specialist[a] Rate: $67	Senior Prof.[b] Rate: $206	Prof.[b] Rate: $161	Surveyor Fixed Price[c]	
1) Project Mgt	16	28	–	–	–	8	4	12	–	$ 9,424
2) Stream Map.	24	24	24	–	–	–	–	–	–	$ 9,528
3) Macroinvert. Sampling	40	–	16	–	–	–	–	–	–	$ 7,720
4) Inspection Water Mon.	–	–	–	–	–	–	10	6	–	$ 3,026
5) Data Pack.	–	–	–	–	–	–	–	–	–	$ 5,700
6) Annual Rep.	2	30	12	8	4	–	6	15	–	$10,615
Direct Costs										$727
TOTAL	82	82	52	8	4	8	48	45	–	$46,740

Key: [a] = 48 NORTH Rates [b] = Geosyntec Rates [c] = DOWL Rates

TABLE 5: HOURS ESTIMATE FOR EACH TASK BY LABOR CATEGORY FOR YEAR 4 (2018)

TASKS	LABOR CATERGORY								TOTAL COST
	Principal Scientist[a] Rate: $152	Senior Scientist[a] Rate: $139	Associate Scientist II[a] Rate: $118	GIS Analysis[a] Rate: $122	Technical Editor[a] Rate: $76	Accounts Specialist[a] Rate: $69	Senior Professional[b] Rate: $210	Professional[b] Rate: $164	
1) Project Mgt	16	28	–	–	–	8	4	12	$9,684
2) Stream Map.	–	–	–	–	–	–	–	–	$0
3) Macroinvert. Sampling	40	–	16	–	–	–	–	–	$7,968
4) Inspection Water Mon.	–	–	–	–	–	–	10	6	$3,084
5) Data Pack.	–	–	–	–	–	–	–	–	$5,700
6) Annual Rep.	2	28	–	2	4	–	16	36	$14,008
Direct Costs									$605
TOTAL	58	56	16	2	4	8	58	66	$41,049

Key: [a] = 48 NORTH Rates [b] = Geosyntec Rates

ATTACHMENT A
LABOR RATES

TABLE A-1
48 NORTH'S 2017-2018 RATE SCHEDULE

LABOR CATEGORY	2017 HOURLY RATES[1]	2018 HOURLY RATES[1]
Principal Scientist	$147	$152
Senior Scientist	$135	$139
Associate Scientist II	$115	$118
Associate Scientist I	$105	$108
Junior Scientist	$ 91	$ 93
Field Technician	$ 70	$ 72
IT Specialist	$129	$133
GIS Analyst	$118	$122
Report Production Coordinator	$101	$104
Technical Editor	$ 74	$ 76
Graphics Illustrator	$ 84	$ 87
Accounts Specialist	$ 67	$ 69
Clerical	$ 47	$ 49

[1] Labor rates are per calendar year.
48 NORTH will invoice at rates per the applicable calendar year for all task orders.

TABLE A-2
GEOSYNTEC CONSULTANTS 2017-2018 RATE SCHEDULE

	2017	2018
Staff Professional	$120	$123
Senior Staff Professional	$141	$144
Professional	$161	$164
Project Professional	$184	$187
Senior Professional	$206	$210
Principal	$226	$231
Senior Principal	$245	$250
Engineering Technician I	$61	$62
Engineering Technician II	$68	$70
Senior Engineering Technician I	$75	$77
Senior Engineering Technician II	$80	$81
Site Manager I	$87	$88
Site Manager II	$97	$99
Construction Manager I	$110	$112
Construction Manager II	$122	$125
Designer	$133	$135
Senior Drafter/Senior CADD Operator	$117	$120
Drafter/CADD Operator/Artist	$112	$114
Project Administrator	$63	$64
Clerical	$51	$52

Direct Expenses	Cost plus 12%
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	$ .09

Rates for days of actual testimony at depositions, trials or hearings will be two times the rate shown on this Rate Schedule and billed in four hour blocks. Unless otherwise agreed, rates will be adjusted annually based on a minimum of the applicable Consumer Price Index (CPI). Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

TABLE A-3
DOWL'S BILLING RATES AND REIMBURSABLE EXPENSES

Personnel Billing Rates

Personnel are identified on our invoices by name and labor category.

Senior Manager I	$195	Professional Land Surveyor IV	$160
Project Manager	$180	Professional Land Surveyor III	$150
Engineer V	$150	Professional Land Surveyor II	$130
Engineer IV	$140	Professional Land Surveyor I	$110
Engineer III	$120	Project Surveyor	$105
Engineer II	$105	Crew Chief	$100
Engineer I	$90	Crew Surveyor	$75
Environmental Specialist III	$100	Survey Technician	$75
Landscape Architect I	$95	Accounting Manager	$150
Engineering Technician III	$100	Accounting Technician	$75
Engineering Technician II	$85	Administrative Assistant	$75
Engineering Technician I	$70	Risk Manager	$195
Professional Land Surveyor V	$170		

Survey Crew Rates

One-Person Survey Crew	=	$120/hour
Two-Person Survey Crew	=	$170/hour
Three-Person Survey Crew	=	$225/hour

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

_____ _____

Date Authorized Signature (Required)

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: December 7, 2016

Originating Department: Public Works

Clearances:

☐ Attorney	☐ Community Development	☐ Parks & Recreation
☐ Admin Services	☐ Eastside Fire and Rescue	☐ Police
☑ City Manager	☐ Finance & IT	☑ Public Works

Subject: SE 4th St Schedule 74 Underground Conversion – Project Design Agreement

Action Required: Authorize the City Manager to enter into a Schedule 74 Underground Conversion Project Design Agreement with Puget Sound Energy to underground utilities with the SE 4th Street project.

Exhibits: 1. Schedule 74 Underground Conversion – Project Design Agreement

Budget: $1,730,000 is in the approved 2015-16 budget (This agreement is within budget.)

Summary Statement:

In order to complete the street lighting and landscaping for the SE 4th St project, from 218th SE Avenue to 228th Avenue SE, the overhead utilities must be relocated. There is not enough space within the right-of-way to maintain above ground utilities and complete street lighting and landscaping. The Public Works Department is recommending that City Council Authorize the City Manager to enter into a project design agreement with Puget Sound Energy (PSE) to perform the design work for utility underground conversion.

Background:

The SE 4th Street Improvement project is a critical component to support the City's Town Center plan. This project will develop SE 4th St into a multi-modal corridor to meet concurrency requirements and provide increased opportunity for access and development within the core mixed-use area.

PSE has an active franchise agreement with the City to install and maintain their utilities within public right-of-way. The existing PSE electric transmission lines along SE 4th St are overhead. PSE prefers overhead transmission lines due to ease of maintenance. When the City requests and agrees to pay for a portion of the costs, PSE will coordinate with the City to convert their utilities to underground. As part of the SE 4th Street project, the City has requested that PSE underground their utilities.

PSE has provided a preliminary estimate for engineering and management costs for utility underground conversion. The City is initially responsible for reimbursing PSE for 100 percent of their design fees. If

after detailed design, the City enters into a construction agreement with PSE for utility underground conversion, the City will be responsible for only 40% of the design cost and the remaining 60% will be deducted from the construction costs that are reimbursable to PSE. (The City pays for 100% of the trenching, restoration, and re-connection costs to impacted properties and 40% of the material and construction costs.)

Financial Impact:

The 2015/16 Biennial Budget has allocated $1,730,000 for the design phase of this project. The PSE design cost is within budget.

The following is a summary of the design budget:

Account No.	Fund	Amount
340-157-595-30-63-00	Transportation Capital Improvements	$ 1,450,000
438-470-595-40-63-00	Surface Water Capital Projects	$ 280,000
$ 1,730,000		

Expense Description	Amount (rounded to nearest $1,000)
Engineering Design Contracts [1]	($ 1,348,000)
PSE Engineering and Management Costs [2]	($ 50,000)
Total Estimated Design Expenses	**($ 1,398,000)**

[1] Includes authorization request for Perteet's Contract Amendment submitted as part of the December 13, 2016 City Council Packet

[2] If the City enters into a construction agreement with PSE to convert overhead utilities, the City is only responsible for 40 percent of the engineering and management cost.

Recommended Motion:
Authorize the City Manager to enter into a Schedule 74 Underground Conversion Project Design Agreement with Puget Sound Energy to perform design work utility underground conversion as part of the SE 4th Street project.

Exhibit 1

SCHEDULE 74 UNDERGROUND CONVERSION

Project Design Agreement

Project Name: City of Sammamish – SE 4th St. Sch. 74 UG Conversion
Project Number: _____

THIS Agreement, dated as of this ____ day of _____ , 20__, is made by and between City of Sammamish, a municipal corporation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy and, pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity is considering conversion of the Company's existing overhead electric distribution system to a comparable underground electric distribution, as more specifically described in the Scope of Work (as defined in paragraph 2, below) furnished to the Company by the Government Entity (the "Conversion Project").

C. The Government Entity has requested that the Company perform certain engineering design services and otherwise work cooperatively with the Government Entity to develop a mutually acceptable Project Plan (as defined in paragraph 6, below) for the Conversion Project, in accordance with and subject to the terms and conditions of this Agreement (the "Design Work").

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the Design Work for the Conversion Project.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement.

2. The Government Entity shall, within ten (10) business days after the date of this Agreement, provide the Company with a written scope of work for the Conversion Project which includes, among other things, (a) a reasonably detailed description of the scope of the work required for the Conversion Project, (b) a list of the key milestone dates for the Conversion Project, (c) reasonably detailed drawings showing any associated planned improvements to the Public Thoroughfare, and (d) a statement as to whether the Government Entity desires to install the ducts and vaults for the Conversion Project (the "Scope of Work"). The Government Entity shall provide the Company two (2) hard copies of the Scope of Work and a copy of the relevant electronic file(s) in a mutually agreed electronic format.

3. Within ten (10) business days of its receipt of the Scope of Work, the Company shall prepare and submit to the Government Entity (a) a reasonably detailed, good faith estimate of the cost to perform the Design Work (the "Design Cost Estimate"), and (b) a proposed schedule for completion of the Design Work which, to the extent reasonably practicable, reflects the applicable key milestone dates

specified in the Scope of Work and provides for completion of the Design Work within ninety (90) business days from the date the Company receives the Government Entity's notice to proceed under paragraph 5, below (the "Design Schedule"). The proposed Design Cost Estimate and the proposed Design Schedule shall be based upon the then-current Scope of Work. Unless otherwise specified in the Scope of Work, the Design Work shall not include negotiation or acquisition of third party property rights but shall include preliminary planning between the Company and the Government Entity regarding their respective obligations for negotiating and acquiring third party property rights.

4. Within ten (10) business days after the Government Entity's receipt of the proposed Design Cost Estimate and the proposed Design Schedule from the Company, the Government Entity and the Company shall meet in order to (a) review the proposed Design Cost Estimate, (b) review the proposed Design Schedule; (c) review the Scope of Work, and (d) make any changes necessary to create a final Scope of Work, final Design Cost Estimate, and final Design Schedule that are reasonably acceptable to both parties. If the parties are unable to agree upon a final version of the Scope of Work, Design Cost Estimate, and/or Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The final Scope of Work, Design Cost Estimate and Design Schedule, once determined in accordance with this paragraph 4, may thereafter be changed or amended only in accordance with the change procedures set forth in paragraph 13, below.

5. The Government Entity shall, within ten (10) business days after determination of the final of the Scope of Work, Design Cost Estimate, and Design Schedule, issue (a) a written notice to proceed which shall delineate the final Scope of Work, Design Cost Estimate, and Design Schedule, or (b) a written notice to terminate this Agreement without cost to the Government Entity. If the Government Entity terminates this Agreement, the costs incurred by the Company in preparing and submitting the Design Cost Estimate and the Design Schedule shall not be reimbursable to the Company, and the rights and obligations of the parties under this Agreement shall be terminated in their entirety and without liability to either party.

6. Following the Company's receipt of the notice to proceed, and within the applicable time period specified in the Design Schedule, the Company shall, with the cooperation and assistance of the Government Entity as outlined in this Agreement, prepare a project plan for the Conversion Project (the "Project Plan") which shall include, among other things, the following: (a) a detailed description of the work that is required to be performed by each party and any third party in connection with the Conversion Project (the "Construction Work"), (b) the applicable requirements, drawings, and specifications for the Construction Work, (c) a description of any operating and other property rights that are required to be obtained by each party for the Conversion Project (and the requirements and specifications with respect thereto), (d) a detailed estimate of the costs to be incurred by each party in its performance of the Construction Work, and (e) a detailed schedule for completing the Construction Work (including, without limitation, the dates for delivery of the ducts and vaults and other materials for use at the site of the Construction Work).

7. The Government Entity shall be responsible for coordinating the Design Work with all other design work to be performed in connection with the Conversion Project and any associated planned improvements to the Public Thoroughfare. The parties shall work together in an effort to mitigate the costs of the Conversion Project to each party, including, without limitation, identifying ways to accommodate the facilities of the Company to be installed as part of the Conversion Project within the Public Thoroughfare.

8. Within the applicable time period specified in the Design Schedule, the Company shall prepare and submit to the Government Entity a proposed initial draft of the Project Plan. The parties understand and acknowledge that the proposed Project Plan submitted by the Company shall be preliminary in nature and shall not include, without limitation, information required to be supplied by the Government Entity (e.g., scope and estimate of the cost of the Construction Work to be performed by the Government Entity).

9. Within the applicable time period specified in the Design Schedule, the Government Entity shall (a) review the proposed Project Plan submitted by the Company, (b) complete any information required to be supplied by the Government Entity, (c) make any changes required to conform the proposed Project Plan to the Scope of Work and this Agreement, and (d) return the amended Project Plan to the Company.

10. Within the applicable time period specified in the Design Schedule, the Company shall review the amended Project Plan submitted by the Government Entity and notify the Government Entity in writing of either the Company's acceptance of, or the Company's specific objections to, the amended Project Plan. If the Company makes any objection to the amended Project Plan, and the parties are unable to resolve the objections and mutually agree upon the Project Plan prior to the final design date specified in the Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The Project Plan, as mutually agreed upon by the parties or established through the dispute resolution process, shall be attached to and incorporated in a Project Construction Agreement substantially in the form attached hereto as Exhibit A (the "Construction Agreement") which is to be signed by the parties prior to commencement of the Construction Work.

11. The parties intend and agree that the Design Work and the Project Plan in its final form shall conform to the following requirements:

    (a) The Project Plan shall, if requested by the Government Entity in its initial Scope of Work, specify that the Government Entity shall install the ducts and vaults for the Conversion Project; provided that (i) the parties mutually agree upon and set forth in the Project Plan (A) the costs of such installation work to be included in the Cost of Conversion, and (B) the specifications and standards applicable to such installation work, and (ii) such installation work is accomplished by the Government Entity in accordance with the applicable design and construction specifications provided by the Company and set forth in the Project Plan.

    (b) Each estimate of the costs to be incurred by a party shall, at a minimum, be broken down by (i) the design and engineering costs, (ii) property and related costs, including any costs of obtaining operating rights, and (iii) construction costs, including and listing separately inspection, labor, materials, and equipment.

    (c) All facilities of the Company installed as part of the Conversion Project shall be located, and all related property and operating rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74. The Project Plan shall describe in detail the location of such facilities, any related property and operating rights required to be obtained, and the relative responsibilities of the parties with respect thereto.

    (d) The schedule set forth in the Project Plan for completing the Construction Work shall include, at a minimum, milestone time periods for completion of the Trenching, installation of ducts and vaults, the construction and removal of any Temporary Service, and the removal of overhead facilities.

    (e) The Project Plan may include the specification of work and requirements for Government-Requested Upgrades and Company-Initiated Upgrades; provided, however, that the costs incurred by the Company with respect to the design and engineering of Company-Initiated Upgrades shall not be included in the costs reimbursable to the Company under this Agreement or the Construction Agreement. For purposes of the foregoing, (i) the term "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced, and (ii) the term "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For

purposes of subparagraph (ii), above, a "comparable" system shall include, unless the parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the final Scope of Work necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced. For purposes of subparagraph (i), above, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.

(f) The Project Plan shall set forth all specifications, design standards and other requirements for the Construction Work and the Conversion Project, including, but not limited to, the following: (i) applicable federal and state safety and electric codes and standards, (ii) applicable construction and other standards of the Company, and (iii) applicable street design and other standards of the Government Entity which are in effect as of the commencement of the Conversion Project.

12. Upon request of the Government Entity, and in any event at the times specified in the Design Schedule, the Company shall provide periodic reports which compare the actual costs of the Design Work incurred to that point in time to the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below. Further, if at any time the Company reasonably expects that the actual cost of the Design Work will exceed the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below, the Company shall notify the Government Entity immediately. Upon receipt of the Company's notice, the Government Entity may, at its option,

(a) notify the Company in writing that this Agreement is terminated; or

(b) request a reasonably detailed explanation supported by documentation (reasonably satisfactory to the Government Entity) to establish that the actual costs in excess of the Design Cost Estimate are:
   (i) reasonable,
   (ii) consistent with the Scope of Work, and
   (iii) consistent with sound engineering practices.

If the Government Entity requests an explanation, the Government Entity shall, within ten (10) business days after receipt of the explanation,

(a) change the Scope of Work in accordance with paragraph 13, below, or

(b) direct the Company to continue with the Design Work without a change in the Scope of Work, but reserving to the Government Entity the right to dispute the reasonableness of the costs to be paid the Company under paragraph 14, below, in accordance with the dispute resolution procedures in paragraph 16, below, or

(c) direct the Company to discontinue performing the Design Work pending resolution, pursuant to paragraph 16, below, of any dispute regarding the reasonableness of the costs, in which event the Design Schedule will be adjusted to reflect the delay, or

(d) notify the Company in writing that this Agreement is terminated.

In the event the Government Entity terminates this Agreement or discontinues the performance of the Design Work under subparagraph (c), above, for more than ninety (90) days, the Government Entity shall pay the Company for all costs incurred by the Company in its performance of the Design Work prior to the date the Company receives the Government Entity's notice of termination, plus any costs incurred by the Company for materials and other items ordered or procured by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. The foregoing payment obligation shall survive any termination of this Agreement.

13. (a) Either party may, at any time, by written notice thereof to the other party, request changes to the Scope of Work (a "Request for Change"). No Request for Change shall be effective and binding upon the parties unless signed by an authorized representative of each party. If any approved Request for Change would cause an increase in the cost of, or the time required for, the performance of any part of the Design Work, an equitable adjustment in the Design Cost Estimate and the Design Schedule shall be made to reflect such increase. The parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each party shall, if requested by the other party, proceed with the Design Work in accordance with the Request for Change. Any such request to proceed must be accompanied by a written statement setting forth the requesting party's reasons for rejecting the proposed equitable adjustment of the other party.

    (b) The Design Cost Estimate and/or the Design Schedule shall be equitably adjusted from time to time to reflect any change in the costs or time required to perform the Design Work to the extent such change is caused by: (i) any Force Majeure Event under paragraph 17, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Design Work and was not known by or disclosed to the affected party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Design Work which are expressly identified by the parties in the final Scope of Work. Upon the request of either party, the parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution provisions in paragraph 16, below.

14. Upon completion of the Design Work (i.e., the date on which the Project Plan is final under paragraph 10, above, either by mutual agreement of the parties or as established through the dispute resolution procedures), the Government Entity shall pay the Company all actual, reasonable costs to the Company for the Design Work (which, if disputed in good faith by the Government Entity, may be submitted by either party for resolution pursuant to the dispute resolution provisions in paragraph 16, below), plus any costs incurred by the Company for materials and other items ordered by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. If, thereafter, the Construction Agreement is executed by the parties and the Conversion Project is completed within five (5) years from the date of this Agreement, the full amount of the costs incurred by the Company in its performance of the Design Work shall be included in the "Shared Company Costs" under the Construction Agreement and any payment of such amounts under this Agreement shall be credited to the Government Entity in calculating the "Net Amount" payable under the Construction Agreement.

15. Within sixty (60) business days after completion of the Design Work, the Company shall issue to the Government Entity an itemized invoice for the amounts payable under this Agreement. Such invoice shall be in a form mutually agreed upon by the Company and the Government Entity and shall, at a minimum, itemize the design and engineering costs, including and listing separately inspection, labor, materials and equipment. In the event the Government Entity does not verify such invoice within ten (10) business days of receipt, the Government Entity shall provide a written request to the Company specifying the additional information needed to verify the invoice. The Company will provide, within a reasonable period after receipt of any request, such documentation and information as the Government Entity may reasonably request to verify such invoice. The Government Entity shall pay the Company all amounts payable under this Agreement within thirty (30) days after receipt of the Company's invoice. Payment as provided in this Agreement shall be full compensation for the Company's performance of the Design Work, including without limitation all services rendered and all materials, supplies, equipment, and incidentals necessary to complete the Design Work.

16. Dispute Resolution Procedures:

    (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the parties. A party who wishes dispute resolution shall notify the other party in writing as to the nature of the dispute. Each party shall appoint a representative who shall be responsible for representing the party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the parties' representatives in writing to the senior management of the parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the parties may agree upon), each party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

    (b) Any claim or dispute arising hereunder which relates to the Scope of Work, Design Cost Estimate, and Design Schedule under paragraph 4, above; the Project Plan under paragraph 10, above; or any Request for Change (including, without limitation, any associated equitable adjustment) under paragraph 13, above; and is not resolved by senior management within the time permitted under paragraph 16(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.

    (c) In connection with any arbitration under this paragraph 16, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the parties. Each party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing party's costs and expenses by the other party.

    (d) Unless otherwise agreed by the parties in writing, the parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

17. In the event that either party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

18. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electric Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.

19. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:	City of Sammamsih Public Works Department 801 228th Ave SE Sammamish, WA 98075 Attn: Jim Grueber Phone: 425-295-0566
If to the Company:	Puget Sound Energy, Inc. Attn: Josh Grenner Phone: 425-457-4542

Either party may change its address specified in this paragraph by giving the other party notice of such change in accordance with this paragraph.

20. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.

21. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties.

22. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the parties, including but not limited to, any entity to which the rights or obligations of a party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:	Company:
_____	PUGET SOUND ENERGY, INC.
BY_____	BY_____
ITS_____	ITS PROJECT MANAGER
Date Signed_____	Date Signed 11-4-16

Approved as to form:

_____

Exhibit 1

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: December 7, 2016

Originating Department: Public Works

Clearances:

☐ Attorney	☐ Community Development	☐ Parks & Recreation
☐ Admin Services	☐ Eastside Fire and Rescue	☐ Police
☑ City Manager	☐ Finance & IT	☑ Public Works

Subject: **SE 4th St Design Contract Amendment**

Action Required: Authorize the City Manager to manage an additional $150,000 of contract management reserve for Contract C2015-181 with Perteet Inc.

Exhibits:

1. Amendment No. 3 Scope of Work

Budget: $1,730,000 is in the approved 2015-16 budget (This contract is within budget.)

Summary Statement:

The Public Works Department is recommending that City Council authorize the City Manager to manage and additional $150,000 to cover the supplemental design efforts described in Amendment No. 3 by the design consultant Perteet Inc. and attached in Exhibit A, and replenish the management reserve to cover unexpected costs that may arise during the completion of the design and bidding of the project.

Background:

The SE 4th Street Improvement project is a critical component to support the City's Town Center plan. This project will develop SE 4th St into a multi-modal corridor to meet concurrency requirements and provide increased opportunity for access and development within the core mixed-use area.

In October 2015, Perteet Inc. was hired to prepare plans and specifications, and acquire right-of-way for the SE 4th Street project for construction to begin in 2016. However, it became apparent after the first public meeting in January 2016 and subsequent discussion with Council and the Transportation Committee that additional design effort was necessary. From February 2016 to October 2016, the design team worked with the Transportation Committee, the public, and potential Town Center developers to analyze geometric options and potential traffic impacts. In October 2016, Council approved the road concept proposed by Transportation Committee and the project design team.

The management reserve of $100,000, was previously approved with contract authorization by City Council on October 6, 2015, but has been depleted by additional effort needed for right-of-way acquisition and for additional public involvement and scenario analysis for SE 4th Street design.

Financial Impact:

The 2015/16 Biennial Budget has allocated $1,730,000 for the design phase of this project. The current approved design contract is in the amount of $1,198,382, of which includes $100,000 in management reserve.

Contract Element	Description	Date	Amounts	Remaining Reserve
Original Contract	**Approved Design Contract**	10/7/15	$ 1,098,382	$ 100,000
*MRF #1 Amendment #1	Council concept analysis, 2nd Open House, SE 4th/228th intersection analysis.	6/14/16	$ 37,741	$ 62,259
*MRF #2 Amendment #2	10 additional Full Property Appraisals & Review Appraisals	12/1/16	$ 44,500	$ 17,759
*Amendment #3	Additional design effort, wetland analysis, Stormwater Option Analysis	12/7/16	$ **114,819**	$ **52,940**

*MRF – Approved Management Reserve Funded
*Costs shown reflect the requested $150,000

An additional $150,000 is being requested to account for the additional design work performed during discussions with the Transportation Committee, City Council, and working with potential developers of the Town Center.

Recommended Motion:
Authorize an additional $150,000 of contract management reserve for Contract C2015-181 with Perteet Inc.

Exhibit 1

SUPPLEMENTAL AGREEMENT

Amendment Number: 3	Date: December 14, 2016
Project: SE 4th St Improvements	City Project number: N/A
Consultant: Perteet Inc.	Contract Number: C2015-181

The City of Sammamish desires to amend the agreement with Perteet Inc. for the SE 4th St Improvements. All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to this agreement are described as follows:

- Release the remaining portion of management reserve fund and increase the contract amount for additional design and coordination efforts occurring during the project design phase.

- Extend the Duration of Agreement to end 12/31/2017.

Scope: See attached letter of summary for Scope of Services Amendment No. 3 received December 1, 2016.

Fee: Hourly rates with a sum not to exceed $114,819

Remaining Contract Management Reserve within contract is $17,759

Increased Contract Amount is $97,060

Original Contract Amount:	**Current Contract Amount**	**Net Change This Amendment**	**Estimated Contract Total After Change**
$1,198,382.00	**$1,198,382.00**	**$97,060.00**	**$1,295,442.00**

(Consultant name) Date	Approved: City of Sammamish Date

Exhibit 1

PERTEET

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Exhibit "A"
Scope of Services
City of Sammamish
SE 4th Street (218th Avenue SE to 228th Avenue SE)
Amendment No. 3

Following is a summary of contract actions to-date:

Contract Element	Description	Date	Authorized Amount	Total Authorized Amount
Original Contract		10/7/15	$ 1,098,382	$ 1,098,382
MRF #1 Amendment #1	Council concepts, Open House, SE 4th/228th intersection.	6/14/16	$ 37,741	$ 1,136,123
MRF #2 Amendment #2	10 Appraisals & Review Appraisals	12/1/16	$ 44,500	$ 1,180,623
Amendment #3	Additional design effort, wetland analysis, SWPPP	12/1/16	$ 114,819	$ 1,295,442

The City of Sammamish desires to amend the agreement with Perteet, Inc. for the SE 4th Street (218th Avenue SE to 228th Avenue SE) improvement project. All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to the original Scope of Services agreement are identified below. At the end of this scope is a summary of the related budget changes.

TIME FOR COMPLETION

PERTEET

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Construction documents will be ready for advertisement by end of February, 2017.

Task 1 – Project Management

Additional project coordination with key City staff for the contract duration. The project is schedule to be advertised in May 2017 upon right-of-way certification and Transportation Improvement Board authorization.

Task 3 – Public Involvement

3.1.3 Developer Coordination

The CONSULTANT will coordinate design of the SE 4th Street corridor with on-going developer proposals in the corridor. This task supplements the original Task 3.1.2 with additional effort to evaluate proposals by developers at the SE 4th Street corridor intersections of 224th and 225th to evaluate changes proposed by developers at those locations to modify the roundabout designs proposed in the 30% design package.

Deliverables:

- Comments on proposed developer configuration at 224th illustrating design movement impacts (AutoTurn).
- Revised configurations at 225th roundabout to accommodate developer footprint at NE corner of intersection.
- Revised illumination configurations between west side of 225th to 228th to accommodate revised developer illumination system in this segment.

Task 4 – Environmental Documentation and Permits

4.2 Critical Areas Study, Wetland Mitigation Plan and JARPA for Corps 404 Permitting

The original scope did not anticipate a potential stormwater facility on the Leavitt's property. The CONSULTANT will conduct wetland delineations and stream

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reconnaissance on the Leavitt site to identify potential critical areas using the protocols outlined in the original scope of work. The information collected will be included in the project's Critical Area's Study.

Deliverables:

- Incorporate critical areas found into project basemapping, and impacts on those critical areas into deliverables identified in original scope of work.

4.7 Stormwater Water Pollution Prevention Plan (SWPPP)

A Stormwater Pollution Prevention Plan is required for the City's SEPA process (it was originally assumed this would be prepared by the Contractor during construction). The CONSULANT will prepare a Draft and Final Stormwater Pollution Prevention Plan (SWPPP). The Draft SWPPP will be submitted with the project's SEPA Checklist, and a final SWPPP prepared based on comments received just prior to construction advertisement for inclusion in the project's construction documents.

Deliverables:

- Five (5) copies of the draft SWPPP for use in the project's SEPA Checklist submittal, submitted in hard copy form and delivered by US Mail.
- The final SWPPP will be incorporated as an Appendix into the project's construction documents.

Task 6 – Surveying/Basemapping

Task 6.1 and 6.4 - Topographical Mapping Surveys and Basemapping

Conduct supplemental surveying of the Leavitt property to capture critical areas identified in Task 4.2, and incorporate into the project's basemaps.

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Conduct supplemental surveying to capture area in front of new TRF development on the north side of SE 4th Street between 225th Avenue NE and 228th Avenue NE. Supplemental survey will capture the new northern curb and gutter along with pavement surface from the curb and gutter south to the roadway centerline that was rebuilt by TRF.

6.3 Right-Of-Way Plans

The CONSULTANT will use updated title report information to update previously prepared right-of-way plans for the project. Included in the right-of-way plans will be existing parcel lines. Right-of-way plans will be prepared at 1"=50' scale generally following the requirements of the WSDOT Plans Preparation Manual.

Deliverables:

- A continuous basemap file using AutoCAD 2015 with field survey data, orthophotography background, DTM surface, and support files suitable for external referencing into design files.
- Two (2) copies of existing Right-of-way plan in hard copy format.
- Two (2) copies of proposed Right-of-way plan in hard copy format, and one (1) digital copy in AutoCAD 2015 format.

Task 8 – Hydraulics Analysis

8.2 Water Quality Treatment, Flow Control and Conveyance

Conduct supplementary stormwater quality treatment and flow control options for the project to evaluate options at the Leavitt property, and reconfigure the system proposed in the 30% submittal to reflect that infiltration is not an available option. The CONSULTANT will also update the amount of impervious area requiring treatment and detention to reflect the reduction in landscaped median within the

corridor based on direction from the City Council. Location of detention facilities within the corridor is proving more difficult than originally anticipated because of the lack of infiltration as a partial solution.

Deliverables:

- Revised stormwater strip map at 1"=300' or 1"=500' scale of proposed flow control and water quality facility locations in hard copy via US Mail and PDF format suitable for web viewing.

Task 10 – Final Plans, Specifications and Estimate (60%, 90%, and FINAL)

Further refine project configuration in response to Council requests received after the 30% submittal to evaluate roadway configuration (particularly between 225th and 228th), and to reflect reduced use of medians between 222nd and 218th. Final design construction documents will be prepared based on this revised input from the 30% plans. Reflect these configuration modifications in the project's 60% design submittal, after which no major footprint changes are expected.

Deliverables:

- Remain the same as in the original scope of work.

Task 15 – Additional Intersection Improvements at SE 4th and 228th

The CONSULTANT will update the traffic analysis identified in Design Change Management #1 to reflect updated traffic volume distribution numbers provided by DEA. These updated traffic volume numbers will reflect additional Town Center access points to/from 228th Avenue SE that could relieve capacity challenges at the SE 4th Street/228th Avenue SE intersection. The CONSULTANT will update the VISSIM traffic simulation model previously prepared, report results in an updated traffic memorandum, and present findings to the City Council's Transportation Committee.

Deliverables:

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- Updated Technical Memorandum describing results of updated VISSIM traffic analysis delivered via e-mail in PDF format.

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CONSULTANT FEE DETERMINATION SUMMARY SHEET

Project: Sammamish SE 4th St - 218th to 228th - Supplement No. 3

Client: City of Sammamish

Hourly Costs Plus Fixed Fee Estimate			
Classification	**Hours**	**Rate**	**Amount**
Principal	30.00	72.12	$2,164
Principal	56.00	79.52	$4,453
Sr. Associate	2.00	54.86	$110
Sr. Associate	46.00	62.06	$2,855
Engineer III	32.00	35.04	$1,121
Engineer III	80.00	37.68	$3,014
Engineer III	124.00	37.70	$4,675
Engineer II	60.00	30.00	$1,800
Engineer II	64.00	32.03	$2,050
Lead Technician/Designer	64.00	34.67	$2,219
Planner II	32.00	35.88	$1,148
Lead Ecol/Mgr	90.00	45.00	$4,050
Professional Land Survey II	96.00	40.80	$3,917
Field Technician III	32.00	33.48	$1,071
Field Technician II	32.00	30.00	$960
Survey Manager	4.00	46.28	$185
Accountant	5.00	33.08	$165
Total Direct Salary Costs	**849**		**$35,957**
Overhead @		183.13%	$65,848
Fixed Fee @		32.00%	$11,506
Total Labor Costs			**$113,311**

Reimbursables	
Expenses	**Amount**
None	$0.00
Total Expenses	**$0.00**

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In-House Costs	Qty	Rate	Amount
GPS System (2 Dual Freq Rcvrs)	2	$300.00	$600.00
Robotic Total Station	2	$100.00	$200.00
Mileage - $.54	125	$0.540	$68.00
CADD/Computer	64	$10.000	$640.00
Total In-House Costs			**$1508.00**

CONTRACT TOTAL	**$114,819.00**

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: December 1, 2016 _____

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/7/2016

Originating Department: City Manager

Clearances:

- ☑ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☑ Community Development
- ☑ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☑ Public Works

Subject: Consultant contract to complete an Economic Analysis Update

Action Required: Authorize the City Manager to execute a contract with Community Attributes, Inc. to complete an economic analysis update, per the scope of work authorized as part of the Port of Seattle Grant.

Exhibits: 1. Contract

Budget: $300,000 is allocated in the 2017-2018 Non-Departmental budget for Professional Services.

Summary Statement:
On September 6, 2016, the City Council approved Resolution number R2016-693, which authorized staff to submit an application for grant funding from the Port of Seattle Economic Development Partnership Program. Following approval of that Resolution, a contract was agreed upon and signed by the City and Port. Consultant support is now needed to complete the grant-funded project, which includes updating the *2013 Economic Development Analysis* and providing recommendations as to how the City can attract and retain businesses.

Staff evaluated the Statements of Qualification (SOQ) of five economic development consulting firms on the MRSC Roster. Community Attributes Inc. (CAI) was selected as the most qualified for the City's project based on their experience with similar projects, qualifications of their team and accessibility of their firm. The contract and scope of work for CAI is included as Exhibit 1.

Key components of the project include an update of the City's economic and demographic data, development of online business communication tools, and outreach with local businesses and community stakeholders. The project will culminate in strategic recommendations from CAI that provide guidance for supporting and encouraging economic development efforts in Sammamish.

Background:
The Port of Seattle established a Century Agenda to "add 100,000 jobs through economic growth led by the Port of Seattle, for a total of 300,000 port-related jobs in the region." The Port's Century Agenda

identifies efforts to work with local jurisdictions to further partnerships and accomplish a number of strategic objectives, including:

- Position the Puget Sound region as a premier international logistics hub
- Advance this region as a leading tourism destination and business gateway
- Use their influence as an institution to promote small business growth and workforce development.

In support of their Century Agenda, the Port issued a call for grant applications from 38 King County cities for economic development projects to be funded on a per capita basis. The Port offered to provide $1 per capita; therefore, the City was eligible for $49,980 based on Sammamish's 2015 population of 49,980 (Washington State Office of Financial Management). The Port required a 50% City match of $24,990, for a maximum grant expenditure of $74,970.

Staff had previously identified an "Economic Analysis Update" as part of the overall scope of work for the Town Center Project. The timing of this grant allows us to proceed with this work and the additional tasks described in Exhibit 1.

Financial Impact:
The contract with CAI is not to exceed $65,970 of which $43,980 will be funded by the Port on a cost reimbursement basis and $21,990 is the City's required match.

$300,000 is allocated in the 2017-2018 Non-Departmental budget for Professional Services.

Recommended Motion:
Move to authorize the City Manager to execute a contract with Community Attributes Inc. to complete an economic analysis update, per the scope of work authorized as part of the Port of Seattle Grant in an amount not to exceed $65,970.

Exhibit 1

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Community Attributes, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Community Attributes, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

___ According to the rates set forth in Exhibit "_ "

_**X**_ A sum not to exceed $65,970

_**X**__ Other (describe): Consultant will invoice the City monthly based on the percentage complete toward the tasks shown in Exhibit A, not to exceed a project total of $65,970.

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2017, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. Indemnification. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily

injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Furthermore, should subcontracting be agreed to by the parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Company Name	Community Attributes Inc.
Contact Name	Chris Mefford
Street Address	1411 Fourth Ave, Suite 1401
City, State Zip	Seattle, WA 98101
Phone Number	206.523.6683
Email	chris@communityattributes.com

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The 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."

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By:_____
Print Name: _____	Print Name: Chris Mefford
Title:_____	Title: President and CEO
Date:_____	Date: December 5, 2016
Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

EXHIBIT A

Sammamish Economic Development Strategy

Background and Understanding

The City of Sammamish was recently awarded an economic development grant from the Port of Seattle through the Economic Development Partnership Program. The Port's primary goal with the grant program is to facilitate growth in business, jobs and economic activity in participating municipalities. The City and Port have developed and agreed upon a scope of work that details the key tasks and deliverables for the project.

CAI will leverage and update work it completed in 2013, as necessary, to complete this project. Key components will include an update of the City's economic and demographic data, development of online business communication tools and outreach with local businesses and community stakeholders. The project will culminate in strategic recommendations from CAI that will provide an economic development roadmap for the City over the coming years.

Scope of Work

The following scope of work reflects the agreed upon scope of work between the City of Sammamish and the Port of Seattle (bolded text reflects City of Sammamish and Port of Seattle scope language). Key subtasks for CAI are included under each major project task (italicized text).

Phase 1

Task 1A. Economic and Demographic Profile Update. Update the 2013 Sammamish Economic and demographic information prepared by Community Attributes to reflect current data and trends

- *Review existing analyses and identify previous exhibits and analyses suitable for update.*
- *Compile data as needed to update and produce revised analysis and exhibits.*
- *Identify and document trends in demographic and economic data based on past and updated analysis.*

Deliverable: *Draft and Final Economic and Demographic Data Deck*

Task 1B. Business Fact Sheet. Using the updated data develop a fact sheet for distribution to businesses and developers that outlines the City's demographic and economic environment.

- *Working with City staff, outline a draft fact sheet and identify trends, analytics and exhibits suitable for inclusions*
- *Develop a draft and final fact demographic fact sheet with maps, infographics and narrative that tells a coherent story about the City of Sammamish and its demographic and economic environment.*

Deliverable: *Draft and Final Business Fact Sheet*

Task 1C. City Business Website. Develop webpage content with a focus on businesses for inclusion on the City's website that provides easy access to information and various aspects of doing business in Sammamish. The webpage will incorporate the updated demographic information along with an overview of economic conditions, links to partners, information about current businesses and economic development projects and a guide for starting a business in Sammamish (including permitting, licensing, taxes, etc.)

- *In collaboration with City staff and the City's website manager, identify key components of a successful business page for the City's website. This may include development of website wireframes, layouts and mockups to establish key components and content for the page. CAI will review similar webpages to establish best practices and effective forms of communication on similar City-managed webpages.*
- *Identify and produce narrative and analytic content to be included in the webpage, including but not limited to demographic trends, economic indicators and real estate opportunities.*
- *CAI will leverage analytics from Phase 1 to produce exhibits and website copy for the webpage. In addition, CAI will support the City in incorporating permitting, regulatory and other key City processes/documents.*
- *As an optional task and depending on budget needs, explore implementation of interactive online exhibits, maps and comment tools.*

Deliverable: *Draft and final website content (narrative, maps, exhibits)*

Phase 2

Task 2A. Community Viewpoints. Meet with staff, elected officials, developers, small businesses and the Chamber of Commerce to develop recommendations as to how the City can improve its efforts to attract and retain businesses. The Various community viewpoints will feed into the consultant's recommendations and next steps.

- *Conduct up to 12 interviews with local businesses, business organizations (including regional business organizations for outside perspectives), real estate developers and community leaders. Synthesize themes and potential strategies.*
- *Collaborate with City of Sammamish staff to develop a business outreach approach and implement the preferred methods. Outreach efforts may include a combination of business forums, an online interactive "town hall" or other similar efforts.*

Deliverable: *Community Viewpoints summary*

Task 2B. Strategy Recommendations. The consultant will develop specific and detailed recommendations, with corresponding strategies, to support and encourage economic development efforts in Sammamish. Each recommendation will be prioritized and include a timeline and cost estimate.

- *Develop a strategy recommendation for City staff and policy makers with a focus on short-term actions for the City to consider. The strategy recommendation will incorporate analyses and findings from the data profile and public/business outreach efforts. The*

strategy recommendation will include an implementation component with a focus on prioritization, roles and funding.

Deliverable: *Draft and final strategic recommendation document*

Deliverables Summary

- Interim draft and final economic/demographic data deck and one meeting with city staff to review
- Draft and Final business fact sheet
- Applicable website content/exhibits
- Community Viewpoints summary
- Draft and final strategic recommendation

Meetings Summary

- One kick-off meeting with County/City staff and weekly check-ins as needed
- Up to two City Council Meetings (second meeting based on needs of project)
- One public meeting/workshop (dependent on public outreach process and needs of project)

Budget and Schedule

Proposed Budget

The budget outlined below presents a summary of the expected costs as outlined in the work program. We have tailored the proposed budget to allow for maximum flexibility. The budget exhibit below presents an estimated allocation of contract dollars to execute the above scope of work, along with the estimated number of hours worked per task. CAI reserves the right to re-allocate contract dollars among staff and tasks, staying within the overall contract budget.

Task	**Cost**
Project Management and Meetings	$4,970
Phase 1	
A Economic and Demographic Profile Update	$15,000
B Business Fact Sheet	$8,000
C City Business Website	$10,000
Subtotal	***$33,000***
Phase 2	
A Community Viewpoints	$12,000
B Strategy Recommendations	$16,000
Subtotal	***$28,000***
Total	**$65,970**

Proposed Schedule

We anticipate final project completion in May of 2017 in accordance with the City of Sammamish and Port of Seattle's requirements. We will work iteratively with the client to establish a more detailed project schedule and associated milestones at project commencement. The proposed schedule may change subject to client approval and project needs.

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

XX Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: 20-2947763

Social Security No.: _____

Print Name: Chris Mefford

Title: President and CEO

Business Name: Community Attributes Inc.

Business Address: 1411 Fourth Ave, Suite 1401, Seattle, WA 98101

Business Phone: 206.523.6683

December 5, 2016
Date

Authorized Signature (Required)

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/7/2016

Originating Department: Parks and Recreation

Clearances:

- ☐ Attorney
- ☐ Admin Services
- ☐ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: Social Media Services Contract

Action Required: Authorize the City Manager to sign a professional services contract with Sarah Kimsey for social media services for the 12 months of 2017.

Exhibits:

Budget: $30,000 – Professional Services – 001-011-511-60-41-00

Summary Statement: This proposed contract with Sarah Kimsey will continue her social media work on behalf of the City for the twelve months of 2017.

Background: Sarah Kimsey has been working for the City as its designated social media contractor since June 10, 2016. Given the City's continued interest in maintaining a strong social media presence in the community, this contract will continue her work on behalf of the City for the full year of 2017.

Financial Impact: $30,000

Recommended Motion: Authorize the City Manager to execute this contract for social media services.

Exhibit 1

CITY OF SAMMAMISH

PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and Sarah Kimsey, hereafter referred to as the "Contractor".

WHEREAS, the City has a need to have certain services performed; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Contractor**. The Contractor shall perform those services described in Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.

2. **Compensation and Method of Payment**. The City shall pay the Contractor for services rendered according to the fee described in Exhibit "A." The total sum of the contract is not-to-exceed $30,000.00. Upon completion of the services and/or on a monthly basis, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten (10) days following City Council approval.

3. **Duration of Agreement**. This Agreement shall be in full force and effect from January 1, 2017 until December 31, 2017.

4. **Independent Contractor**. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

5. **Indemnification**. The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees.

6. **Termination**. This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven (7) days advance written notice of intent to terminate.

7. **Assignment and Subcontract**. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

8. **Entire Agreement**. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CONTRACTOR

By:_____ Address: _____

DATE:_____ City: _____

State: _____ Zip _____

Phone: _____

Social Security No. or Tax Identification No. _____

CITY OF SAMMAMISH, WASHINGTON

By:_____ DATE:_____
Department Director

Exhibit 1

Attest/Authenticated:

_____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit 1

EXHIBIT A

Scope of Services

The contractor will expand and improve the city's social media outreach to the residents of Sammamish, WA. Work to be completed by the contractor includes the following:

1. Evaluate and improve the city's social media efforts.
2. Working under the direction of Sammamish Communications Manager Tim Larson, the contractor will implement approved social media initiatives.
3. The contractor will coordinate with and help train city staff on the use of social media.
4. The contractor will handle social media responsibilities for all city departments with the exception of the Sammamish Police Department and Eastside Fire & Rescue.
5. On behalf of the city, the contractor will work with social media tools such as Facebook, Twitter, Instagram and other tools deemed appropriate by the city's communications manager.

The contractor will be paid $30 per hour. The total sum of the contract is not-to-exceed $30,000.00. This Agreement shall be in full force and effect from Jan. 1, 2017, through December 31, 2017.

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 11/18/2016

Originating Department: Admin Services

Clearances:

- ☑ Attorney
- ☑ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: Animal Care and Control Service Contract – Agreement in Principle with Regional Animal Services of King County (RASKC)

Action Required: A motion authorizing the City Manager to indicate Sammamish's non-binding intent to support the terms of Agreement in Principle with the Regional Animal Services of King County (RASKC) to provide Sammamish's animal care and control services from January 2018 through December 2022.

Exhibits:

1. Non-binding statement of intent
2. Agreement in Principle

Budget: Not applicable at this time; may impact 2018 costs

Summary Statement:

The City of Sammamish has contracted with King County for its animal care and control services[1] since the City incorporated. Sammamish's current contract with King County is set to expire on December 31, 2017. In anticipation of this, Sammamish, along with 24 other King County cities[2] who currently contract with Regional Animal Services of King County (RASKC) have been in negotiations since early 2016 over the terms of a new agreement covering the period of January 1, 2018 through December 31, 2022. The parties have reached an Agreement in Principle and King County is requesting that all cities who currently contract with RASKC submit by December 31, 2016 a non-binding letter of intent to indicate whether each city intends to continue contracting with RASKC. Because the ultimate cost allocations set forth in the contract are determined by the number of cities that choose to continue contracting with

[1] Specifically, services provided by King County include animal control services, animal shelter services, pet licensing, and ancillary support services including animal cruelty investigations.

[2] The other cities include Beaux Arts, Bellevue, Black Diamond, Carnation, Clyde Hill, Covington, Duvall, Enumclaw, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Part, Maple Valley, Mercer Island, Newcastle, North Bend, Redmond, SeaTac, Shoreline, Snoqualmie, Tukwila, Woodinville, and Yarrow Point. In addition, King County provides the same service to unincorporated King County.

RASKC, this non-binding letter of intent is a critical step in finalizing the contract terms. There are certain base costs that will remain regardless of the number of cities that participate in the program. Once King County receives all of the letters of intent, it will work to draft a final contract which will be returned to the cities for final approval by mid-2017.

Staff recommends that the City Council authorize the City Manager to submit a non-binding notice of intent to King County expressing Sammamish's interest in continuing to contact with RASKC for animal care and control from January 1, 2018 through December 31, 2022.

Background:

Agreement in Principle Overview: The Agreement in Principle carries forward most of the terms of the current contract. Specifically, the Agreement in Principle stipulates the following terms and conditions:

- **Services provided:** King County will provide the same services as are provided under the current contract, including animal control, shelter care and pet licensing services.
- **Term:** The new contract, if approved, would cover a five-year period from 2018 – 2022, with the option for one five-year extension.
- **Limited Re-Opener Upon Notice of Termination:** If a party opts out of the contract extension the cost impact to the remaining parties is not estimated to exceed 10% and contract extension is subject to reaching agreement on revised terms on costs and service levels.
- **Cost Model:** The cost model continues to be based on a shared-cost framework, with costs allocated based 80% on use and 20% on population. Use levels will be based on a three-year rolling average to smooth out the effects of any dramatic changes in use from year-to-year and to create increased predictability in costs.
- **Latecomers:** Cities who want to join the RASKC program after the agreement is executed will be allowed, so long as this does not cause an increase in any city's costs payable to King County or a decrease in services.

City of Kirkland Pulling Out of RASKC: On November 1, 2016, the Kirkland City Council voted to withdraw from the RASKC program, effective January 1, 2018. The City of Kirkland will bring some of the services in-house, including hiring a full-time animal control officer housed in the Kirkland Police Department and will contract with other vendors for other aspects of the program, including shelter and licensing services. In addition to the ongoing costs, Kirkland will incur an estimated $84,000 in one-time costs to set up the program.

At this time, it appears that all other RASKC partner cities will remain in the system. The City of Kirkland's decision to leave RASKC will likely result in increased costs for the remaining RASKC partners.

Currently, the revenues derived from pet license sales to Sammamish residents are sufficient to cover the full breadth of Sammamish's animal services costs, meaning that the service does not require a General Fund subsidy from the City of Sammamish. Sammamish is unique in this regard. For most other cities in the RASKC system, their pet license revenues are not sufficient to cover their costs, requiring each of those cities to subsidize their costs through their General Fund. In fact, only 8 of the 25 partner cities have sufficient pet licensing revenues to offset their costs. For 2016, King County anticipates $152,390 in revenues from the sale of pet licenses to Sammamish residents.

Unfortunately, with Kirkland out of the system, animal services costs to the remaining partners, including Sammamish, are expected to increase as there are some base costs that cannot be eliminated (i.e. shelter costs). Assuming pet license revenues remain roughly at current levels, Sammamish can expect to subsidize, with General Fund dollars, the costs of animal services the amount of $15,000 - $20,000 per year starting in 2018. There may be two ways to mitigate these costs, as follows:

- RASKC will work with the remaining partners after all of the non-binding letters of intent are submitted to determine which base costs might be reduced to lessen the burden of the increased costs to the partner cities as a result of Kirkland pulling out of the system. While this is not expected to eliminate the need for a General Fund subsidy for Sammamish, the hope is that these reductions would mean that the required General Fund subsidy would fall on the low-end of the cost spectrum described in the previous paragraph.
- RASKC provides canvassing and other types of outreach services to its partner cities to encourage residents to license their pets (or renew their licenses). Sammamish has declined these services in the past. If there is a desire to reduce the General Fund subsidy that would be required starting in 2018, making use of these canvassing and outreach tools would likely result in increased pet license revenues, thereby offsetting some of all of the increased costs that Sammamish can expect to see with Kirkland withdrawing from the system. By way of example, the City of Kent started canvassing for the first time in 2016 and has seen a 40% increase in pet license sales. If canvassing is something that the Council is interested in exploring staff can report back in 2017 with some options for Council's consideration.

Next Steps: Assuming Council agrees to submit a non-binding letter of intent to support the Agreement in Principle, Sammamish staff will continue working with King County to finalize the contract terms, including a plan on allocating the costs associated with Kirkland withdrawing from the system. In the spring of 2017, staff would return to the Council with the final contract terms for Council consideration.

Financial Impact:

There is no financial impact for 2017. For 2018, the City may be required to subsidize the costs of these services with General Fund dollars ranging from an estimated $15,000 - $20,000 per year. These costs would be addressed through the mid-biennial update to the 2017-2018 biennial budget.

Recommended Motion:

A motion authorizing the City Manager to indicate Sammamish's non-binding intent to support the terms of Agreement in Principle with the Regional Animal Services of King County (RASKC) to provide Sammamish's animal care and control services from January 2018 through December 2022.

Exhibit 1

King County

Records and Licensing Services
Department of Executive Services

Attachment H
Regional Animal Services of King County (RASKC)
Joint City-County Collaboration Committee
2018-2022 Inter-local Agreement

The County has been in discussion with cities for several months now on terms for a new successor animal services agreement. The City-County workgroup has reached a consensus regional recommendation on a proposed 5 year agreement, which would run from January 2018 through the end of 2022. The terms of this proposal are presented in the Agreement in Principle documents provided to cities on September 1, 2016.

Under the cost allocation model, each jurisdiction's costs will depend upon the specific set of cities participating. For this reason, we are requesting an initial non-binding statement of intent from each city as to whether you are preliminarily interested in signing up for the new animal services ILA, beginning January 1, 2018, under the terms proposed in the attached Agreement in Principle. To accomplish this, **we are asking for an email from you by close of business December 30, 2016 indicating which option below best represents your city's position at this time**—again, this is **non-binding**.

Our next step is to prepare final draft contract language and cost estimates (to be circulated in January, 2017). The more accurate information we can get from you now, the more accurate that next set of cost estimates will be.

Please confirm your response by completing the information below – No later than December 31, 2016.
E-mail response is fine; e-mail to:
Norm Alberg; norm.alberg@kingcounty.gov
Diane Carlson; Diane.carlson@kingcounty.gov

City of _____ Initial Non-Binding Statement of Intent with Respect to entering into an Interlocal Agreement with King County Regional Animal Services, beginning January 1, 2018, based on the Agreement in Principle dated September 1, 2016. (Please indicate your City's non-binding intent by selecting one of the two choices below and deleting/striking out the option not selected):

___ Please continue to include my City in the cost allocation model for purposes of developing final draft contract language and cost estimates.

Or

___ It is extremely unlikely that my City will participate in the new Interlocal agreement. Please remove my City from the cost allocation model for purposes of developing final draft contract language and cost estimates.

Name/Title: _____ Date: _____

Additional questions/comments/suggestions:

If you have any questions, please email or call either of us.

Norm Alberg: (206-263-2913) norm.alberg@kingcounty.gov
Diane Carlson: (206 263-9631) Diane.carlson@kingcounty.gov

Exhibit 1

Regional Animal Services Interlocal Agreement for 2018 Through 2022

1. **Definitions.** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
    a. "**Agreement**" means this Animal Services Interlocal Agreement for 2018 Through 2022 between the Parties including any and all Exhibits hereto, unless the context clearly indicates an intention to reference all such Agreements by and between the County and other Contracting Cities.
    b. "**Animal Services**" means Control Services, Shelter Services and Licensing Services combined, as these services are described in **Exhibit A**. Collectively, "Animal Services" are sometimes referred to herein as the "**Program**."
    c. "**Enhanced Control Services**" are additional Control Services that the City may purchase under certain terms and conditions as described in **Exhibit E** (the "Enhance Control Services Contract").
    d. "**Contracting Cities**" means all cities that are parties to an Agreement.
    e. "**Parties**" means the City and the County.
    f. "**Contracting Parties**" means all Contracting Cities and the County[AN1].
    g. "**Control District**" means one of the three geographic areas delineated in **Exhibit B** for the provision of Animal Control Services.
    h. "**Service Year**" means the calendar year in which Animal Services are or were provided.
    i. "**Latecomer City**"means a city receiving animal services under an agreement with the County executed after January, 2018, per the conditions of Section 4.a.

[AN1]

Alberg, Norm
Definitions for Items g through j and l, will be provided in final contract language

Animal Services Interlocal Agreement for 2018 Through 2022

2. **Services Provided**. Beginning January 1, 2018, the County will provide the City with Animal Services described in **Exhibit A**. The County will perform these services consistent with governing City ordinances adopted in accordance with Section 3. In providing such Animal Services consistent with **Exhibit A**, the County will engage in good faith with the Joint City-County Committee to develop potential adjustments to field protocols; provided that, the County shall have sole discretion as to the staffing assigned to receive and dispatch calls and the manner of handling and responding to calls for Animal Service. Except as set forth in Section 9 (Indemnification and Hold Harmless), services to be provided by the County pursuant to this Agreement do not include services of legal counsel, which shall be provided by the City at its own expense.
    a. Enhanced Control Services**.** The City may request Enhanced Control Services by completing and submitting **Exhibit E** to the County. Enhanced Services will be provided subject to the terms and conditions described in **Exhibit E**, including but not limited to a determination by the County that it has the capacity to provide such services.

Animal Services Interlocal Agreement for 2018 Through 2022

3. City Obligations.

a. Animal Regulatory Codes Adopted. To the extent it has not already done so, the City shall promptly enact an ordinance or resolution that includes license, fee, penalty, enforcement, impound/ redemption and sheltering provisions that are substantially the same as those of Title 11 King County Code as now in effect or hereafter amended (hereinafter "the City Ordinance"). The City shall advise the County of any City animal care and control standards that differ from those of the County.

b. Authorization to Act on Behalf of City**.** Beginning January 1, 2018, the City authorizes the County to act on its behalf in undertaking the following:

   i. Determining eligibility for and issuing licenses under the terms of the City Ordinance, subject to the conditions set forth in such laws.

   ii. Enforcing the terms of the City Ordinance, including the power to issue enforcement notices and orders and to deny, suspend or revoke licenses issued thereunder.

   iii. Conducting administrative appeals of those County licensing determinations made and enforcement actions taken on behalf of the City. Such appeals shall be considered by the King County Board of Appeals unless either the City or the County determines that the particular matter should be heard by the City.

   iv. Nothing in this Agreement is intended to divest the City of authority to independently undertake such enforcement actions as it deems appropriate to respond to violations of any City ordinances.

c. Cooperation and Licensing Support. The City will assist the County in its efforts to inform City residents regarding animal codes and regulations and licensing requirements and will promote the licensing of pets by City residents through various means as the City shall reasonably determine, including but not limited to offering the sale of pet licenses at City Hall, mailing information to residents (using existing City communication mechanisms such as bill inserts or community newsletters) and posting a weblink to the County's animal licensing program on the City's official website. The City will provide to the County accurate and timely records regarding all pet license sales processed by the City. All proceeds of such sales shall be remitted to the County by the City on a quarterly basis (no later than each March 31, June 30, September 30, and December 31).

Animal Services Interlocal Agreement for 2018 Through 2022

4. Term. This Agreement shall be effective as of January 1, 2018 and shall remain in effect for an initial term ending on December 31, 2022. This Agreement shall automatically extend upon the same terms and conditions for an additional five year term thereafter (commencing January 1, 2023, and expiring on December 31, 2027), unless otherwise terminated as provided herein.

Latecomers. The County may sign an agreement with additional cities for provision of animal services prior to the termination or expiration of this Agreement, but only if the additional party will not cause an increase in the City's Estimated Net Final Cost, for cities with an Estimated Net Final Cost below zero ($0.00) and payable to the County or decrease the City's services provided under this Agreement.

a.

b. Termination and Notice of Termination**.** Any party may, without cause and in its sole discretion, determine not to renew this Agreement for a second term by providing written notice of its decision to the other parties no later June 30, 2021

2. **Limited Re-Opener Upon Notice of Termination**. If any city or cities opt out of the second term, and the resulting cost impact to any remaining party is not estimated to exceed 10%, the Agreement shall automatically extend for a second five year term, to December 31, 2027, with revised terms as needed to adjust the Agreement for the departing city or cities, agreed to in writing by the remaining parties, that substantially carry forward the levels of service and calculation of costs specified for the initial term. For purposes of determining the cost impact, "not estimated to exceed 10%" shall be determined based on the Estimated Animal Services Cost Allocation to the City (the cost allocation before revenue and credit off-sets) as noted in the Estimated Payment Calculation that includes the non-renewing city, compared to the Estimated Animal Services Cost Allocation to the City in the Estimated Payment Calculation that excludes the non-renewing city. If the parties do not reach agreement on such revised terms by March 1, 2022, the automatic extension is not effective, and this Agreement shall terminate at the end of the initial term.

a.

Animal Services Interlocal Agreement for 2018 Through 2022

5. **Compensation.** The County will develop an Estimated Payment calculation for each Service Year using the formulas described in **Exhibit C**, and shall transmit the payment information to the City according to the schedule described below. The County will also calculate and inform the City as to the Reconciliation Adjustment Amount on or before June 30 of each year, as described in Section 6 below and **Exhibit D**, in order to reconcile the Estimated Payment made by the City.. The City will pay the Estimated Payment, and any applicable Reconciliation Adjustment Amounts as follows (a list of all payment-related notices and dates is included at **Exhibit C-7**):
    a. Service Year 2018: The County will provide the City with a calculation of the Estimated Payment amounts for Service Year 2018 on or before December 15, 2017, which shall be derived from the Estimated 2018 Payment Amount set forth on **Exhibit C-1**, adjusted if necessary based on the Contracting Cities and other updates to Calendar Year data in **Exhibit C-2**. The City will pay the County the Estimated Payment Amounts for Service Year 2018 on or before August 15, 2018. The Reconciliation Adjustment Amount for Service Year 2018 shall be paid by the City, or by the County if the calculation shows the City is entitled to receive a payment from the county, on or before August 15, 2019, as described in Section 6.
    b. Service Years after 2018.
        i. Estimated Payment Determined by December 15. The Estimated Payment amounts for the upcoming Service Year will be determined by the County following adoption of the County's budget and applying the formulas in **Exhibit C**.
        ii. Estimated Payment Due August 15**.** The City will pay the County the Estimated Payment Amount on or before August 15. .
        iii. The Reconciliation Adjustment Amount for the prior Service Year shall be paid on or before August 15 of the following calendar year, as described in Section 6.
        iv. If a Party fails to pay an Estimated Payment or Reconciliation Adjustment Amount within 15 days of the date owed, the Party owed shall notify the owing Party that they have ten (10) days to cure non-payment. If the Party fails to cure its nonpayment within this time period following notice, the amount owed shall accrue interest thereon at the rate of 1% per month from and after the original due date and, if the nonpaying Party is the City, the County at its sole discretion may withhold provision of Animal Services to the City until all outstanding amounts are paid. If the nonpaying Party is the County, the City may withhold future Estimated Payments until all

outstanding amounts are paid. Each Party may examine the other's books and records to verify charges.

v. Unless the Parties otherwise direct, payments shall be submitted to the addresses noted at Section 14.g.

c. Payment Obligation Survives Expiration or Termination of Agreement**.** The obligation of the City (or as applicable, the County), to pay an Estimated Payment Amount or Reconciliation Adjustment Amount for a Service Year included in the term of this Agreement shall survive the Expiration or Termination of this Agreement. For example, if this Agreement terminates on December 31, 2022, the Estimated 2022 Payment is nevertheless due on or before August 15, 2022, and the Reconciliation Adjustment Amount shall be payable on or before August 15, 2023.

d. The Parties agree the payment and reconciliation formulas in this Agreement (including all Exhibits) are fair and reasonable.

Animal Services Interlocal Agreement for 2018 Through 2022

6. **Reconciliation of Estimated Payments and Revenues.** In order that the Contracting Parties share costs of the regional Animal Services Program based on their actual, rather than estimated, licensing revenues, there will be an annual reconciliation. Specifically, on or before June 30 of each year, the County will reconcile amounts owed under this Agreement for the prior Service Year by comparing each Contracting Party's Estimated Payments to the amount derived by recalculating the formulas in **Exhibit C** using actual revenue data for such Service Period as detailed in **Exhibit D**. There will also be an adjustment if necessary to account for annexations of areas with a population of 2,500 or more and for changes in relative population shares of Contracting Parties' attributable to Latecomer Cities. The County will provide the results of the reconciliation to all Contracting Parties in writing on or before June 30. The Reconciliation Adjustment Amount will be paid on or before August 15 of the then current year, regardless of the prior termination of the Agreement as per Section 5.c

Animal Services Interlocal Agreement for 2018 Through 2022

7. **Regional Revenue Generation and Licensing Revenue Support**
    a. The Parties intend that the provision of Animal Services becomes more financially sustainable over the term of this Agreement. The County will develop proposals designed to support this goal. The County will consult with the Joint City-County Committee on proposals to generate ~~significant~~ new revenues.
    b. The Parties do not intend for the provision of Animal Services or receipt of such Services under this Agreement to be a profit-making enterprise. Where a Contracting Party receives revenues in excess of its costs under this Agreement (including costs of PAWS shelter service and Enhanced Control Service, if applicable), they will be reinvested in the Program to reduce the costs of other Contracting Parties and to improve service delivery..
    c. Licensing Revenue Support.
        i. ACity may request licensing revenue support from the County during the term of this agreement, by executing **Attachment A** to **Exhibit F**. The terms and conditions under which such licensing revenue support will be provided are further described at **Exhibit C-5** and **Exhibit F**. Provision of licensing revenue support during this agreement is ***subject to*** the County determining it has capacity to provide such services. Provision of licensing revenue support is further subject to the Parties executing a Licensing Support Contract (**Exhibit F**).
        ii. In addition to other terms described in **Exhibit F**, receipt of licensing revenue support is subject to the recipient City providing in-kind services, including but not limited to: assisting in communication with City residents; publicizing any canvassing efforts the Parties have agreed should be implemented; assisting in the recruitment of canvassing staff, if applicable; and providing information to the County to assist in targeting its canvassing activities, if applicable.

8. **Mutual Covenants/Independent Contractor.** The Parties understand and agree that the County is acting hereunder as an independent contractor with the intended following results:
    a. Control of County personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
    b. All County persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
    c. The County contact person for the City staff regarding all issues arising under this Agreement, including but not limited to citizen complaints, service requests and general information on animal control services is the Manager of Regional Animal Services.

9. **Indemnification and Hold Harmless.**
    a. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
    b. County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public

law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part as a result of the application of City ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the City to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

d. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. **Dispute Resolution.** Whenever any dispute arises between the Parties or between the Contracting Parties under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chief Executive Officer (or his/her designee) of each party involved in the dispute and the Manager of the Regional Animal Services Program. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith by the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The

parties to the dispute shall share equally the costs of mediation and assume their own costs.

Animal Services Interlocal Agreement for 2018 Through 2022

11. **Joint City-County Committee and Collaborative Initiatives**. A committee composed of 3 county representatives (appointed by the County) and one representative from each Contracting City that chooses to appoint a representative shall meet upon reasonable request of a Contracting City or the County, but in no event shall the Committee meet less than twice each year. Committee members may not be elected officials. The Committee shall review service, revenue and cost issues and make recommendations regarding efficiencies and improvements to services and revenue, and shall review and make recommendations regarding the conduct and findings of the collaborative initiatives. Subcommittees to focus on individual initiatives may be formed, each of which shall include membership from both county and city members of the Joint City-County Committee. Recommendations of the Joint City-County Committee are non-binding. The collaborative initiatives to be explored include, but are not necessarily limited to:

- Services provided (as described in Section 2 of this contract); Control Services; Shelter Services; Licensing Services

- RASKC Revenues and Costs, including any future proposals for regional revenue to support RASKC.

  a. .

12. **Reporting.** The County will provide the City with an electronic report not less than monthly summarizing call response and Program usage data for each of the Contracting Cities and the County and the Animal Services Program. The formatting, content and details of the report will be developed in consultation with the Joint City-County Committee.

13. **Amendments.** Any amendments to this Agreement must be in writing. This Agreement shall be deemed to incorporate amendments to Agreements between the Contracting Parties that are approved by the County and at least two thirds (66%) of the legislative bodies of all other Contracting Parties (in both number and in the percentage of the prior total Estimated Payments owing from such Contracting Parties in the then current Service Year), evidenced by the authorized signatures of such approving Parties as of the effective date of the amendment; *provided that* this provision shall not apply to any amendment to this Agreement affecting the Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section.

14. **General Provisions.**
    a. Other Facilities. The County reserves the right to contract with other shelter service providers for housing animals received from within the City or from City residents, whose levels of service meet or exceed those at the County shelter for purposes of addressing shelter overcrowding or developing other means to enhance the effectiveness, efficiency or capacity of animal care and sheltering within King County.
    b. Survivability. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 9 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.
    c. Waiver and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
    d. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from governmental agencies or private benefactors for reduction of costs of operating and maintaining the

Animal Services Program and the care and treatment of animals in the Program.

e. Force Majeure. In the event either Party's performance of any of the provisions of this Agreement becomes impossible due to war, civil unrest, and any natural event outside of the Party's reasonable control, including fire, storm, flood, earthquake or other act of nature, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

f. Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

g. Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement shall be delivered by E-mail (deemed delivered upon E-mail confirmation of receipt by the intended recipient), certified U.S. mail, return receipt requested or by personal service to the following person (or to any other person that the Party designates in writing to receive notice under this Agreement):

For the City:

For the County: Caroline Whalen, Director
King County Dept. of Executive Services
401 Fifth Avenue, Suite 135
Seattle WA. 98104

h. Assignment. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without the approval of the other Party.

i. Venue. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington.

j. Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection and review by the County or City for such period as is required by state law (Records Retention Act, Ch. 40.14 RCW) but in any event for not less than 1 year following the expiration or termination of this Agreement.

k. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

Animal Services Interlocal Agreement for 2018 Through 2022

Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each Party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

Animal Services Interlocal Agreement for 2018 Through 2022

15. **Administration.** This Agreement shall be administered by the County Administrative Officer or his/her designee, and by the City Manager, or his/her designee.

Exhibit A
Animal Service Description

Part I: Control Services

Control Services include the operation of a public call center, the dispatch of animal control officers in response to calls, and the handling of calls in the field by animal control officers, including the collection and delivery of animals to the Kent Shelter (or such other shelters as the County may utilize in accordance with this Agreement).

1. **Call Center**
    a. The County will operate an animal control call center five days every week (excluding holidays and County-designated furlough days, if applicable) for a minimum of eight hours per day (normal business hours). The County may negotiate with applicable unions with the purpose of obtaining a commitment for the five day call center operation to include at least one weekend day. The County may adjust the days of the week the call center operates to match the final choice of Control District service days.
    b. The animal control call center will provide callers with guidance, education, options and alternative resources as possible/appropriate.
    c. When the call center is not in operation, callers will hear a recorded message referring them to 911 in case of emergency, or if the event is not an emergency, to either leave a message or call back during regular business hours.
2. **Animal Control Officers**
    a. The County will divide the area receiving Control Services into three Control Districts as shown on **Exhibit B**. Subject to the limitations provided in this Section 2, Control Districts 200 and 220 will be staffed with one Animal Control Officer during Regular ACO Service Hours and District 500 will be staffed with two Animal Control Officers (ACOs) during Regular ACO Service Hours. Regular ACO Service Hours is defined to include not less than 40 hours per week. The County will negotiate with applicable unions with the intention of obtaining a commitment for Regular ACO Service Hours to include service on at least one weekend day. Regular ACO Service Hours may change from time to time.
        i. Except as the County may in its sole discretion determine is necessary to protect officer safety, ACOs shall be available for responding to calls within their assigned Control District and will not be generally

available to respond to calls in other Control Districts. **Exhibit B-1** shows the map of Control Districts.

ii. Countywide, the County will have a total of not less than 6 ACOs (Full-Time Equivalent employees) on staff to maximize the ability of the County to staff all Control Districts notwithstanding vacation, sick-leave, and other absences, and to respond to high workload areas on a day-to-day basis. While the Parties recognize that the County may at times not be able to staff all Control Districts as proposed given unscheduled sick leave or vacancies, the County will make its best efforts to establish regular hourly schedules and vacations for ACOs in order to minimize any such gaps in coverage. In the event of extended absences among the 6 ACOs, the County will re-allocate remaining ACOs as practicable in order to balance the hours of service available in each Control District. In the event of ACO absences (for any causes and whether or not such absences are extended as a result of vacancies or other issues), the first priority in allocating ACOs shall be to ensure there is an ACO assigned in each Control District during Regular ACO Service Hours.

b. Control District boundaries are designed to balance work load, correspond to jurisdictional boundaries and facilitate expedient transportation access across each district. The County will arrange a location for an Animal Control vehicle to be stationed overnight in Control Districts ("host sites") in order to facilitate service and travel time improvements or efficiencies.

c. The County will use its best efforts to ensure that High Priority Calls are responded to by an ACO during Regular ACO Service Hours on the day such call is received. The County shall retain full discretion as to the order in which High Priority calls are responded. High Priority Calls include those calls that pose an emergent danger to the community, including:

1. Emergent animal bite,
2. Emergent vicious dog,
3. Emergent injured animal,
4. Police assist calls—(police officer on scene requesting assistance from an ACO),
5. Emergent loose livestock or other loose or deceased animal that poses a potential danger to the community, and
6. Emergent animal cruelty.

d. Lower priority calls include all calls that are not High Priority Calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching of an ACO as necessary or available, all

as determined necessary and appropriate in the sole discretion of the County. Particularly in the busier seasons of the year (spring through fall), lower priority calls may only receive a telephone response from the Call Center. Lower Priority calls are non-emergent requests for service, including but not limited to:

1. Non-emergent high priority events,
2. Patrol request – (ACO requested to patrol a specific area due to possible code violations),
3. Trespass,
4. Stray Dog/Cat/other animal confined,
5. Barking Dog,
6. Leash Law Violation,
7. Deceased Animal,
8. Trap Request,
9. Female animal in season, and
10. Owner's Dog/Cat/other animal confined.

e. The Joint-City County Committee is tasked with reviewing response protocols and recommending potential changes to further the goal of supporting the most appropriate use of scarce Control Service resources countywide. The County will in good faith consider such recommendations but reserves the right to make final decisions on response protocols. The County will make no changes to its procedures that are inconsistent with the terms of this **Exhibit A**, *except that* upon the recommendation of the Joint City-County Committee, the County may agree to modify response with respect to calls involving animals other than horses, livestock, dogs and cats.

f. In addition to the ACOs serving specific districts, the following Control Service resources will be available on a shared basis for all Parties and shall be dispatched as deemed necessary and appropriate by the County.

1. An animal control sergeant will provide oversight of and back-up for ACOs five days per week at least 8 hours/day (subject to vacation/sick leave/training/etc.).
2. Staff will be available to perform animal cruelty investigations, to respond to animal cruelty cases, and to prepare related reports (subject to vacation/sick leave/training/etc.).
3. Not less than 1 ACO will be on call every day at times that are not Regular ACO Service Hours (including the days per week that are not included within Regular ACO Service Hours), to respond to High Priority Calls posing an extreme life and safety danger, as determined by the County.

g. The Parties understand that rural areas of the County will generally receive a less rapid response time from ACOs than urban areas.
h. Contracting Cities may contract with King County for "Enhanced Control Services" through separate agreement (as set forth in **Exhibit E); *provided that*** a City may not purchase Enhanced Control Services under Option 1 as described in **Exhibit E** if such City is receiving a Transition Funding Credit, Shelter Credit, or licensing revenue support the cost of which is not reimbursed to the County.

Part II: Shelter Services

Shelter services include the general care, cleaning and nourishment of owner-released, lost or stray dogs, cats and other animals. Such services shall be provided 7-days per week, 365 days per year at the County's animal shelter in Kent (the "Shelter") or other shelter locations utilized by the County, including related services described in this section.

During 2018-2022, major maintenance of the Shelter will continue to be included in the Program costs allocated under this Agreement (as part of the central County overhead charges allocated to the Program), but no major renovation, upgrades or replacements of the Shelter established as a capital project within the County Budget are anticipated nor will any such capital project costs be allocated to the Contracting Cities in Service Years 2018-2022.

1. **Shelter Services**
    a. Services provided to animals will include enrichment, exercise, care and feeding, and reasonable medical attention.
    b. The Public Service Counter at the Shelter will be open to the public not less than 30 hours per week and not less than 5 days per week, excluding holidays and County designated furlough days, for purposes of pet redemption, adoption, license sales services and (as may be offered from time to time) pet surrenders. The Public Service Counter at the shelter may be open for additional hours if practicable within available resources.
    c. The County will maintain a volunteer/foster care function at the Shelter to encourage use of volunteers working at the shelter and use of foster families to provide fostering/transitional care between shelter and permanent homes for adoptable animals.
    d. The County will maintain an animal placement function at the Shelter to provide for and manage adoption events and other activities leading to the placement of animals in appropriate homes.
    e. Veterinary services will be provided and will include animal exams, treatment and minor procedures, spay/neuter and other surgeries. Limited

emergency veterinary services will be available in non-business hours, through third-party contracts, and engaged if and when the County determines necessary.

f. The County will take steps through its operating policies, codes, public fee structures and partnerships to reduce the number of animals and their length of stay in the Shelter, and may at times limit owner-surrenders and field pick-ups, adjust fees and incentivize community-based solutions.

2. **Other Shelter services**
   a. Dangerous animals will be confined as appropriate/necessary.
   b. Disaster/emergency preparedness for animals will be coordinated regionally through efforts of King County staff.
3. **Shelter for Contracting Cities contracting with PAWS (Potentially including Woodinville, Shoreline, Lake Forest Park, Kenmore ("Northern Cities")).** For so long as a Northern City has a contract in effect for sheltering dogs and cats with the Progressive Animal Welfare Society in Lynnwood (PAWS), the County will not shelter dogs and cats picked up within the boundaries of such City(s), except in emergent circumstances and when the PAWS Lynwood shelter is not available. Dogs and cats picked up by the County within such City(s) will be transferred by the County to the PAWS shelter in Lynnwood for shelter care, which will be provided and funded solely through separate contracts between each Northern City and PAWS, and the County will refer residents of that City to PAWS for sheltering services. The County will provide shelter services for animals other than dogs and cats that are picked up within the boundaries of Northern Cities contracting with PAWS on the same terms and conditions that such shelter services are provided to other Contracting Parties. Except as provided in this Section, the County is under no obligation to drop animals picked up in any Contracting City at any shelter other than the County shelter in Kent.
4. **County Contract with PAWS.** Nothing in this Agreement is intended to preclude the County from contracting with PAWS in Lynnwood to care for animals taken in by County ACOs.
5. **Service to Persons who are not Residents of Contracting Cities.** The County will not provide routine shelter services for animals brought in by persons who are not residents of Contracting Cities, but may provide emergency medical care to such animals, and may seek to recover the cost of such services from the pet owner and/or the City in which the resident lives.

Part III: Licensing Services

Licensing services include the operation and maintenance of a unified system to license pets in Contracting Cities.

1. The public will be able to purchase pet licenses in person at the County Licensing Division public service counter in downtown Seattle (500 4th Avenue), King County Community Service Centers and the Kent Animal Shelter during regular business hours. The County will maintain on its website the capacity for residents to purchase pet licenses on-line.
2. The County may seek to engage and maintain a variety of private sector partners (e.g. veterinary clinics, pet stores, grocery stores, city halls, apartment complexes) as hosts for locations where licenses can be sold or promoted in addition to County facilities.
3. The County will furnish licenses and application forms and other materials to the City for its use in selling licenses to the public at City facilities and at public events.
4. The County will publicize reminders and information about pet licensing from time to time through inserts in County mailings to residents.
5. The County will annually mail or E-mail at least one renewal form, reminder and late notice (as applicable) to the last known addresses of all City residents who purchased a pet license from the County within the previous year (using a rolling 12-month calendar).
6. The County may make telephone reminder calls in an effort to encourage pet license renewals.
7. The County shall mail pet license tags or renewal notices as appropriate to individuals who purchase new or renew their pet licenses.
8. The County will maintain a database of pets owned, owners, addresses and violations.
9. The County will provide limited sales and marketing support in an effort to maintain the existing licensing base and increase future license sales. The County reserves the right to determine the level of sales and marketing support provided from year to year in consultation with the Joint City-County Committee. The County will work with any City in which door-to-door canvassing takes place to reach agreement with the City as to the hours and locations of such canvassing.
10. The County will provide current pet license data files (database extractions) to a Contracting City promptly upon request. Data files will include pets owned, owners, addresses, phone numbers, E-mail addresses, violations, license renewal status, and any other relevant or useful data maintained in the County's database on pets licensed within the City's limits. A City's database extraction will be provided in electronic format agreed to by both parties in a timely fashion and in a standard data release format that is easily usable by the City.

Exhibit B: Control Service District Map

The attached map (**Exhibit B-1**) shows the boundaries of the 3 Control Service Districts as established at the commencement of this Amended and Restated Agreement.

The cities and towns included in each Control District are as follows:

District 200 (Northern District)	District 220 (Eastern District)
Shoreline Lake Forest Park Kenmore Woodinville Kirkland Redmond Sammamish Duvall Carnation	Bellevue Mercer Island Yarrow Point Clyde Hill Town of Beaux Arts Issaquah Snoqualmie North Bend Newcastle
District 500 (Southern District) Tukwila SeaTac Kent Covington Maple Valley Black Diamond Enumclaw	

The Districts shall each include portions of unincorporated King County as illustrated on **Exhibit B-1.**

Exhibit B-1

Control District Map

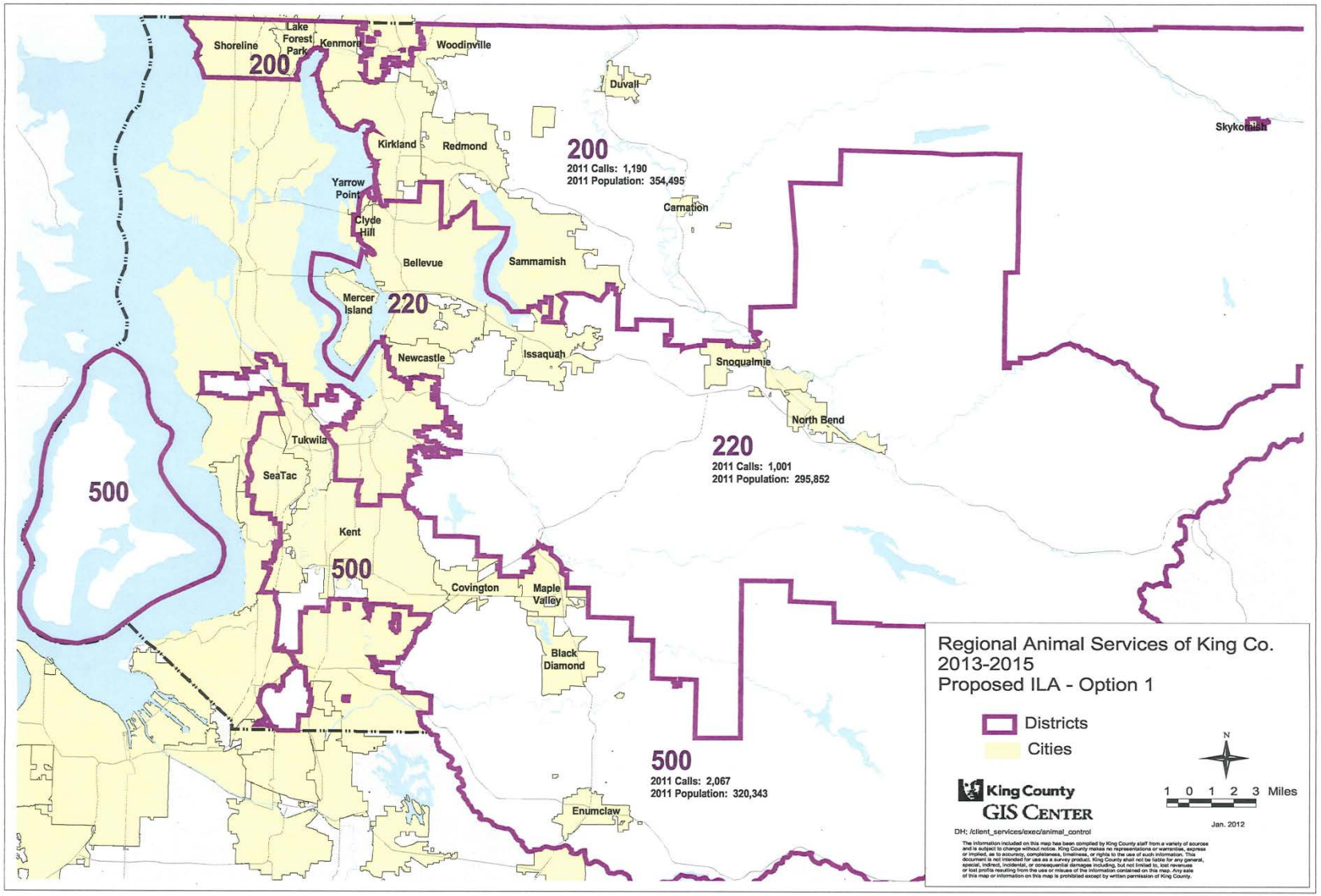


Exhibit E

Enhanced Control Services Contract (Optional)

Between City of _____ ("City") and King County ("County")

The County will to offer Enhanced Control Services to the City during Service Years 2018 through 2022 of the **Animal Services Interlocal Agreement for 2018 Through 2022** between the City and the County dated and effective as of July 1, 2017 (the "Agreement") subject to the terms and conditions as described herein. **The provisions of this Contract are optional to both Parties and shall not be effective unless executed by both Parties.**

A. The City may request services under two different options, summarized here and described in further detail below:

Option 1: for a period of ***not less than one year***, the City may request service from an Animal Control Officer dedicated to the City ("Dedicated Officer"). Such service must be confirmed in writing through both Parties entering into this Enhanced Control Services Contract no later than August 15 of the year prior to the Service Year in which the service is requested.

Option 2: for a period of ***less than one year***, the City may request a specified number of over-time service hours on specified days and time from the 6 Animal Control Officers staffing the three Control Districts. Unlike Option 1, the individual officers providing the service will be determined by the County and may vary from time to time; the term "Dedicated Officer" used in context of Option 2 is thus different than its meaning with respect to Option 1. Option 2 service must be requested no later than 60 days prior to the commencement of the period in which the service is requested, unless waived by the County.

The City shall initiate a request for enhanced service by completing and submitting **Attachment A** to the County. If the County determines it is able to provide the requested service, it will so confirm by completing and countersigning **Attachment A** and signing this Contract and returning both to the City for final execution.

B. The County will provide enhanced Control Services to the City in the form of an Animal Control Officer dedicated to the City ("Dedicated Officer") as described in **Attachment A** and this Contract**.**

1. Costs identified in **Attachment A** for **Option 1 are** for one (1) year of service in each service year beginning in 2018, costs will be based on the previous year's

actual cost , and include the cost of the employee (salary, benefits), equipment and animal control vehicle for the employee's use). Costs are subject to adjustment each year, limited by the Annual Budget Inflator Cap (as defined in the Agreement).

2. Costs for **Option 2** will be determined by the County each year based on its actual hourly overtime pay for the individual Animal Control Officers providing the service, plus mileage at the federal reimbursement rate. The number of miles for which mileage is charged shall be miles which would not have been traveled but for the provision of the enhanced service.

3. Costs paid for enhanced services will be included in the Reconciliation calculation for each Service Year, as described in **Exhibit D** of the Agreement.

C. Services of the Dedicated Officer shall be in addition to the Animal Services otherwise provided to the City by the County through the Agreement. Accordingly, the calls responded to by the Dedicated Officer shall **not** be incorporated in the calculation of the City's Calls for Service (as further described in **Exhibit C and D** to the Agreement).

D. The scheduling of work by the Dedicated Officer will be determined by mutual agreement of the contract administrators identified in the Agreement, and (in the case of a purchase of service under **Option 1**) the mutual agreement of officials of other Contracting Cities named as contract administrators that have committed to sharing in the expense of the Dedicated Officer. In the event the parties are unable to agree on scheduling, the County shall have the right to finally determine the schedule of the Dedicated Officer(s).

E. Control Services to be provided to the City pursuant to this Enhanced Services Contract include Control Services of the type and nature as described under the Agreement with respect to Animal Control Officers serving in Control Districts, and include but are not limited to, issuing written warnings, citations and other enforcement notices and orders on behalf of the City, or such other services as the Parties may reasonably agree.

F. The County will provide the City with a general quarterly calendar of scheduled service in the City, and a monthly report of the types of services offered and performed.

G. **For Services purchased under Option 1**: An FTE will be scheduled to serve 40 hour weeks, however, with loss of service hours potentially attributable to vacation, sick leave, training and furlough days, not less than 1600 hours per year will be provided.

Similarly, a half-time FTE will provide not less than 800 hours per year. The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter, excepting that during the 4th quarter of each year during the term of this Contract, an invoice shall be submitted to the City no later than December 15th. All invoiced amounts shall be payable by the City within 30 days of the invoice date.

H. **For Services purchased under Option 2**: The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter. All invoiced amounts shall be payable by the City within 30 days of the invoice date.

I. The City or County may terminate this Enhanced Services Contract with or without cause upon providing not less than 3 months written notice to the other Party; provided that, if the City has purchased services under **Option 1** and is sharing the Enhanced Control Services with other Contracting Cities, this Contract may only be terminated by the City if: (1) all such other Contracting Cities similarly agree to terminate service on such date, or (2) if prior to such termination date another Contracting City or Cities enters into a contract with the County to purchase the Enhanced Control Service that the City wishes to terminate; *provided further*: except as provided in Paragraph A.1, a Contract may not be terminated if the term of service resulting is less than one year.

J. All terms of the Agreement, except as expressly stated otherwise in this Exhibit, shall apply to this Enhanced Control Services Contract. Capitalized Terms not defined herein have those meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Enhanced Services Contract to be executed effective as of this ____ day of _____, 201__.

King County	**City of _____**
_____	_____
Dow Constantine King County Executive	By: Mayor /City Manager
_____	_____
Date	Date
Approved as to Form:	**Approved as to Form:**

_____	_____
Deputy Prosecuting Attorney	City Attorney

Exhibit E: Attachment A

ENHANCED CONTROL SERVICES OPTION REQUEST
(to be completed by City requesting Enhanced Control Services; final service terms subject to adjustment by County and agreement by City and will be confirmed in writing executed and appended to Enhanced Control Service Contract/Exhibit E)

City_____

Requested Enhanced Control Services Start Date: _____

Requested Enhanced Control Services End Date: _____*
***term of service must be at least one year, except if purchasing services under Option 2.**

Please indicate whether City is requesting services under Option 1 or Option 2:

_____ **Option 1:**
% of Full Time Equivalent Officer (FTE) requested: _____ **(minimum request: 20%; requests must be in multiples of either 20% or 25%)**

_____ **Option 2:**
Overtime Hours purchase from existing ACO staff: ___ **hours per (week /month)**

General Description of desired services (days, hours, nature of service):
_____
_____
_____.

<u>For Option 1</u>:

Contracting Cities with whom the City proposes to share the Enhanced Control Services, and proposed percentages of an FTE those Cities are expected to request:
_____
_____
_____
_____.

On behalf of the City, the undersigned understands and agrees that the County will attempt to honor requests but reserves the right to propose aggregated, adjusted and

variously scheduled service, *including but not limited to adjusting allocations of service from increments of 20% to 25%*, in order to develop workable employment and scheduling for the officers within then-existing workrules, and that the City will be allowed to rescind or amend its request for Enhanced Control Services as a result of such proposed changes.

Requests that cannot be combined to equal 50% of an FTE, 100% of an FTE, or some multiple thereof may not be honored. Service must be requested for a minimum term of one-year, except as permitted by Paragraph A.1. .Service may not extend beyond the term of the Agreement.

City requests that alone or in combination with requests of other Contracting Cities equal at least 50% of an FTE will be charged at the rate in Column 1 below.

City requests that alone or in combination with other requests for Enhanced Control Services equal 100% of an FTE will be charged at the rate in Column 2 below.

Cities may propose a different allocation approach for County consideration.

An FTE will be scheduled to serve 40 hour weeks, however, with loss of hours potentially attributable to vacation, sick leave, training and furlough days, a minimum of 1600 hours per year will be provided. A half-time FTE will provide a minimum of 800 hours per year. *For example*, a commitment to purchase 20% of an FTE for enhanced service will result in provision of not less than 320 hours per year.

Hours of service lost for vacation, sick leave, training and furlough days will be allocated on ***pro rata*** basis between all Contracting Cities sharing the services of that FTE.

Column 1: Aggregate of 50% of an FTE Requested by all Participating Cities	**Column 2:** Aggregate of 1 FTE Requested by all Participating Cities
Cost to City: (% of Half-Time FTE requested) x ~~$75,000/year in 2010*~~ *Example:* if City A requests 25% of an FTE ** and City B requests 25% of an FTE**, then each city would pay $18,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011 (6 months). **(50% of a Half-Time FTE)	Cost to City: (% of FTE requested) x ~~$115,000/year in 2010 *~~ *Example:* If City A requests 25% of an FTE and City B requests 25% of an FTE and City C requests 50% of an FTE, Cities A and B would pay $14,375 and City C would pay $28,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011 (6 months)

* This example is based on 2018[AN1] costs. Actual costs will be based on actual Service Year FTE costs.

For Option 2:

On behalf of the City, the undersigned understands and agrees that the County will confirm what services, if any, it can provide, and at what costs, by completing this Attachment A, and the City must signify whether it accepts the County's offer by signing the Enhanced Services Contract.

Request Signed as of this ___ day of _____ , 201__.
City of _____
By:_____
Its _____

To be completed by King County:

____ **Option 1**: The County hereby confirms its ability and willingness to provide Enhanced Control services as requested by the City in this **Attachment A**, *with adjustments as noted below (if any):*

The FTE Cost for the Service Year in which the City has requested service is: $_____.

____ **Option 2**: the County confirms its ability to provide control service overtime hours as follows (*insert description—days/hours*):

Such overtime hours shall be provided at a cost of $_____, (may be a range) per service hour, with the actual cost depending on the individual(s) assigned to work the hours, plus mileage at the federal reimbursement rate.

King County

By: _____
Its_____
Date:_____

Animal Services Interlocal Agreement for 2018 Through 2022

Exhibit F

Licensing Support Contract (Optional)

Between City of _____("City") and King County ("County")

The County is prepared to offer licensing revenue support to the City subject to the terms and conditions described in this Licensing Support Contract ("Contract"). The provisions of this Exhibit are optional and shall not be effective unless this Exhibit is executed by both the City and the County and both parties have entered into the underlying Animal Services Interlocal Agreement for 2018 Through 20122(the "Agreement").

A. Service Requests, Submittal: Requests to enter into a licensing support contract should be made by submitting the Licensing Revenue Support Services Request (**Attachment A** to this **Exhibit F**) to the County between June 30 and September 30 of the calendar year prior to year in which such services are requested ("Service Year"). A separate Request shall be submitted for each Service Year.

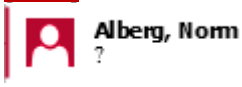
B. County to Determine Service Availability: The County will determine whether it has capacity to provide the requested service based on whether it has staff available, and consistent with the priorities stated in **Section 7** and **Exhibit C-5** [AN1]of the Agreement.

C. Services Provided by County, Cost: The County will determine the licensing revenue support activities it will undertake, activities may include, but are not limited to canvassing, mailings, calls to non-renewals. In completing **Attachment A** to confirm its ability to provide licensing support services to the City, the County shall identify the cost for such service for each applicable Service Year. If the City accepts the County's proposed costs, it shall so signify by countersigning **Attachment A**.

D. Services Provided by City: In exchange for receiving licensing revenue support from the County, the City will provide the following services:

1. Include inserts regarding animal licensing in bills or other mailings as may be allowed by law, at the City's cost. The County will provide the design for the insert and coordinate with the City to deliver the design on an agreed upon schedule.

[AN1]



Animal Services Interlocal Agreement for 2018 Through 2022

Dedicate a minimum level of volunteer/staff hours per month (averaged over the year), based on the City's Licensing Revenue Target for the Year (as specified/selected in Attachment A) to canvassing and/or mailings and outbound calls to non-renewals.

2. Provide representation at a minimum of two public events annually to inform City residents about the Animal Services Program and promote pet licensing.
3. Inform City residents about the Animal Services Program and promote pet licensing utilizing print and electronic media including the city's website, social media, community brochures and newsletter ads/articles, signage/posters and pet licensing applications in public areas of city buildings and parks.
4. Appoint a representative to serve on the joint City-County marketing subcommittee; this representative shall attend the quarterly meetings of the subcommittee and help shape and apply within the City the joint advertising strategies developed by consensus of the subcommittee.

E. Selection of Licensing Revenue Target and Payment for Licensing Revenue Support:

1. For **Contacting Cities**: The City will identify a proposed Licensing Revenue Target in **Attachment A**. The County may propose an alternate Revenue Target. If the Parties agree upon a Licensing Revenue Target, the County shall indentify its annual cost to provide service designed to achieve the target. At Reconciliation, the City shall be charged for licensing support service at the cost specified and agreed in **Attachment A** (the "**Licensing Revenue Charge**"), *regardless of the amount of Licensing Revenue received by the City during the Service Year* (see **Exhibit D** of the Agreement for additional detail).

F. Other Terms and Conditions:

1. Before January 31 of the Service Year, each Party will provide the other with a general calendar of in-kind services to be provided over the course of the Service Year.
2. Each Party will provide the other with a quarterly written report of the services performed during the Service Year.
3. Either Party may terminate this Contract with or without cause by providing not less than 2 months' advance written notice to the other Party; provided that all County costs incurred to the point of termination remain chargeable to the City as otherwise provided.
4. All terms of the Agreement, except as expressly stated otherwise herein, shall apply to this Contract, and Capitalized Terms not defined herein have the meanings as set forth in the Agreement.

Animal Services Interlocal Agreement for 2018 Through 2022

IN WITNESS WHEREOF, the Parties hereto have caused this Contract for Licensing Support Services to be executed effective as of this ___ day of ____, 20__.

King County	**City of _____**
_____	_____
Dow Constantine King County Executive	By: Mayor /City Manager
_____	_____
Date	Date
Approved as to Form:	Approved as to Form:
_____	_____
Deputy Prosecuting Attorney	City Attorney

Animal Services Interlocal Agreement for 2018 Through 2022

Exhibit F: Attachment A
LICENSING REVENUE SUPPORT SERVICES REQUEST

(to be completed by City requesting licensing support services; one request per Service Year; final terms subject to adjustment by County and agreement by City confirmed in writing, executed and appended to the Contract for Licensing Support Services—**Exhibit F** of the ***Animal Services Interlocal Agreement for 2018 Through 2022*** ("the Agreement") dated effective as of July 1, 2017[AN2].)

1. City _____ Date of Request: _____

2. Licensing Revenue Target (the amount by which the City seeks to increase its revenues in the Service Year): $_____

   Note:
   - The amount of volunteer/staff hours and other in-kind services required of the City in exchange for receipt of licensing support services is based on the size of the Licensing Revenue Target (see Licensing Support Contract/ **Exhibit F** of Agreement).

3. Contact person who will coordinate City responsibilities associated with delivery of licensing support services:
   Name:
   Title:
   Phone:
   Fax:

I understand that:

A. provision of licensing revenue support services is subject to the County determining it has staff available to provide the services;
B. the County will, by September 1 of the current calendar year, provide the City with a firm cost to provide the amount of licensing support services the County proposes to provide by completing this **Attachment A**;
C. the County cannot verify and does not guarantee a precise level of Licensing Revenues to be received by the City as a result of these services;
D. Receipt of service is subject to County and City agreeing on the Licensing Revenue Target and County charge for these services (incorporated in calculation of the **Licensing Revenue Credit/Charge** per the Agreement), and executing the Licensing Support Contract (**Exhibit F** of the Agreement).

[AN2]

Animal Services Interlocal Agreement for 2018 Through 2022

Request signed as of this ___ day of _____, 201__.
City of _____

By: _____
Its: _____

To be completed by King County:

The County offers to provide the City licensing revenue support services in Service Year 201____ intended to generate $_____ (the "Licensing Revenue Target") in additional Licensing Revenue for a total Service Year cost of $_____, some or all of which cost may be charged to the City in calculating the Licensing Revenue Charge, as further described in the Licensing Support Contract and **Exhibits**[AN3] **C-5** (for Licensing Support Cities) and **D** of the Agreement.

King County

By:_____
Its: _____
Date:_____

To be completed by the City:

The County offer is accepted as of this ___ day of _____, 201__.
City of _____

By: _____
Its:_____

[AN3]

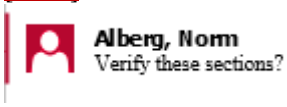


Exhibit 2

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/2/2016

Originating Department: Parks and Recreation

Clearances:

- ☑ Attorney
- ☐ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☐ Public Works
- ☑ City Manager
- ☑ Parks & Recreation

Subject: Eastlake Community Sports Field Turf Replacement Project, C2016-144

Action Required: Approve resolution accepting the construction of the Eastlake Community Sports Field Turf Replacement project by Coast to Coast Turf, Inc. as complete.

Exhibits: 1. Resolution of project acceptance

Budget: City Council authorized $1,087,134.73 for the Eastlake Community Sports Field Turf Replacement contract.

Summary Statement:

Coast to Coast Turf, Inc. was selected to install a new synthetic turf system, supplemental pad, new fencing and site furnishings for the Community Sports Field at Eastlake High School. The contract also included removal and disposal of existing turf, modifications to the existing anchoring system, grading and irrigation.

There were no contractor claims filed against the City and no liquidated damages were assessed against the contractor.

All work on the project has been successfully completed; a final inspection has been held and the contractor has completed the final punch list of deficiencies. Acceptance by City Council is necessary before the Department of Revenue is asked to close the project so that the contractor's retainage may be released.

Background:

The contract for the Eastlake Community Sports Field Turf Replacement project was awarded by City Council on March 22, 2016 to Coast to Coast Turf, Inc. in the amount of $947,155 + WSST and with a $50,000 construction contingency to be administered by the City Manager for a total authorization amount of $1,087,134.73. The project has been successfully completed and City staff are ready to close out the project.

Financial Impact:

This project was funded from the 2016 Parks Capital Improvement Project budget and the Parks Capital Project contingencies. A summary of the actual project construction expenditures is listed below.

Construction Costs, Contract (C2016-144):	
Total City Council Authorization	$1,087,134.73
Total Construction Expenditures	$1,056,637.12
Balance/Unspent Funds	**$30,497.61**

Recommended Motion:

Approve resolution for acceptance of the construction of the Eastlake Community Sports Field Turf Replacement project by Coast to Coast Turf, Inc.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2016-____

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ACCEPTING THE EASTLAKE COMMUNITY SPORTS FIELD TURF REPLACEMENT PROJECT AS COMPLETE

WHEREAS, at the Regular Council meeting of March 22, 2016, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the Eastlake Community Sports Field Turf Replacement project; and

WHEREAS, the City Manager executed contract C2016-144 with Coast to Coast Turf, Inc.; and

WHEREAS, the project was substantially completed by the contractor on October 18, 2016;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Acceptance of the Eastlake Community Sports Field Turf Replacement Project as Complete. The City of Sammamish hereby accepts the Eastlake Community Sports Field Turf Replacement project as complete.

Section 2. Authorization of Contract Closure Process. The City of Sammamish Director of Parks and Recreation is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE _____ DAY OF DECEMBER 2016.

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

Exhibit 1

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Mike Kenyon, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/7/2016

Originating Department: City Manager

Clearances:

- ☑ Attorney
- ☐ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☑ Finance & IT
- ☑ Public Works
- ☑ City Manager
- ☑ Parks & Recreation

Subject: Routine Real Property Transactions – City Acceptance

Action Required: Second Reading and adoption of the ordinance
Exhibits: 1. Ordinance
Budget: Not Applicable

Summary Statement: This ordinance would designate the City Manager to accept certain routine real property conveyances on behalf of the City.

Background: The City routinely has the need to accept easements and dedications of land related to development, capital projects, and other City projects. Examples of these easements and dedications include utility and right-of-way dedications as part of a short subdivision, binding site plan or building permit process, trail easements conveyed as a requirement of development approval, and stand-alone easements for construction of City capital projects or maintenance of stormwater facilities.

Because staff are involved in the regular development review and/or negotiations for these types of projects, it is most efficient for staff to review and accept such conveyances as they arise. SMC 2.10.020 permits the City Manager to perform duties conveyed by ordinance, and the conveyances that this ordinance would apply to include: utility easements, easements associated with an administrative development approval, trail and non-motorized easements, construction easements, ingress and egress easements both for general access and for maintenance of streams and stormwater and other facilities, right-of-way dedications, conservation easements when implementing a Transfer of Development Rights (TDR) program previously approved by the Council and similar routine real property conveyances. The proposed ordinance was reviewed by the Finance Committee on October 20th and November 3rd, and was recommended for consideration by the full Council. The Council held a first reading on December 6, 2016, and requested that the City Manager report to the Council regarding conveyances accepted under the ordinance.

Designating the City Manager to accept these routine conveyances on behalf of the City will assure continued efficiency in such easement and dedication transactions.

Recommended Motion: Adoption of the ordinance

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2016-___

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AUTHORIZING THE CITY MANAGER TO ACCEPT CERTAIN ROUTINE REAL PROPERTY CONVEYANCES ON BEHALF OF THE CITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Sammamish is vested with powers over the acquisition, ownership, improvement, maintenance, and protection of public ways and real property of all kinds under the state constitution and RCW 35A.11.020; and

WHEREAS, the City frequently requires or must obtain the conveyance of easements and dedications of land related to commercial, residential, and mixed use development, capital projects, and other City projects; and

WHEREAS, the City Council finds that it is inefficient for the Council to individually consider such routine easements and dedications, and that staff is more familiar with the ongoing negotiation of such projects; and

WHEREAS, the City Council has determined that the City Manager should be authorized to accept certain routine conveyances of real property on behalf of the City in order to promote administrative efficiency; and

WHEREAS, Section 2.10.020 of the Sammamish Municipal Code permits the City Manager to perform duties conferred by ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Authority to Accept Certain Conveyances. When the cost of any individual conveyance does not exceed $50,000, the City Manager is hereby authorized to accept, on behalf of the City of Sammamish, conveyances to the City of:

1. Utility easements;
2. Easements and right-of-way dedications associated with an administrative development approval;
3. Trail and non-motorized easements;
4. Construction easements for City projects;
5. Ingress and egress easements for access and for maintenance of streams and stormwater management and other facilities;

6. Easements for discharge and/or conveyance of stormwater, and for installation of stormwater facilities;
7. Right-of-way dedications for capital projects and operations or maintenance needs; and
8. Conservation easements resulting from a Transfer of Development Rights (TDR) program approved by the City Council.
9. Other property rights transfers of a similar character and nature.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE _____ DAY OF _____, 2016.

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Filed with the City Clerk: November 30, 2016
First Reading: December 6, 2016
Passed by the City Council:
Date of Publication:
Effective Date:

COUNCIL MINUTES

Regular Meeting
November 15, 2016

Deputy Mayor Ramiro Valderrama called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present:
Mayor Don Gerend – Tele-conferenced into the meeting at 8:40 pm
Deputy Mayor Ramiro Valderrama
Councilmember Tom Hornish
Councilmember Kathy Huckabay
Councilmember Bob Keller
Councilmember Christie Malchow
Councilmember Tom Odell

Excused: Mayor Gerend travelling out of town but will be tele-conferences later in the meeting.

Staff present:
Lyman Howard, City Manager
Jessi Bon, Deputy City Manager
Beth Goldberg, Director of Administrative Services
Jeff Thomas, Community Development Director
David Pyle, Community Development Deputy Director
David Goodman, Management Analyst
Doug McIntyre, Senior Planner
Aaron Antin, Finance/IT Director
Chris Gianini, Finance Deputy Director
Angie Feser, Parks & Recreation Director
Steve Leniszewski, Public Works Director
Cheryl Paston, Public Works Deputy Director
Tawni Dalziel, Public Works Senior Stormwater Program Manager
Kim Adams Pratt, Assistant City Attorney
Lita Hachey, Deputy City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Odell led the pledge.

Approval of Agenda

MOTION: Councilmember Huckabay moved to approve the revised Agenda and Consent Agenda. Councilmember Malchow seconded. Motion carried unanimously 6-0.

Councilmember Odell mentioned that Item 14 was removed from the original Agenda and this is a revised version.

Student Liaison Report - None

Presentations/Proclamations

Discussion: Surface Water Design Manual and Low Impact Development Code Update

Tawni Dalziel, Public Works Senior Stormwater Program Manager and Wayne Carlson with AHBL Consultants, gave a staff update on the Surface Water Design Manual and Low Impact Development code update. *(showed a presentation available on the Sammamish website at www.sammamish.us)*

Councilmembers had several questions that will be answered at the First Reading on December 6, 2016 Special Meeting.

Public Comment

Todd Southwick, 413 209th Ave NE, spoke regarding the stormwater issues in Sammamish and surface water fees. He feels that the City should allocate funding to private citizens with stormwater issues and this should be added to the fund. *(submitted written comments, available upon request to the City Clerk, manderson@sammamish.us)*

Arun Dsouza, 405 210th Ave NE, commented on the Tamarack drainage issues *(Presentation available upon request to the City Clerk at manderson@sammamish.us)*

Cindy Taylor, 250 208th Ave NE, commented the steep slopes in the Tamarack neighborhood. *(Presentation available upon request to the City Clerk at manderson@sammamish.us)*

Suzanne Scholl, 416 208th Ave NE, commented on the Tamarack drainage issues and the problems their neighborhood is having due to new homes constructed up-hill from their homes. *(submitted written comments, available upon request to the City Clerk, manderson@sammamish.us)*

Jeeta Sahota, 402 209th Ave NE, commented on the Tamarack drainage issues and landslide threat in their area. *(submitted written comments, available upon request to the City Clerk, manderson@sammamish.us)*

Mary Wictor, 408 208th Ave NE, commented on the Tamarack drainage trunkline fund and feels it should be implemented as soon as possible. *(Presentation available upon request to the City Clerk at manderson@sammamish.us)*

Rayan Krishman, 23220 NE 14th Pl, representing the Non-Profit Sustainability Ambassadors, gave an introduction on who and what the Sustainability Ambassadors do within the community. *(submitted written comments, available upon request to the City Clerk, manderson@sammamish.us)*

Cheryl Wagner, 20035 SE 27th Pl, she is a Stormwater and native plant steward. She is asking Council for support in budgeting for the Parks volunteer coordinator position.

Jim Berry, 1810 203rd Ave SE, member of the board for Friends of Sammamish State Park, he thanked Council for including funding in the proposed Budget for the Friends group. He mentioned the $4.5 million allocated for the restricted strategic reserve fund. He commended Council on that insightful decision. He encouraged Council to hire a Stormwater intern or arborist in the future, if not now.

Vicky Clarke, East King County Policy Manager with the Cascade Bicycle Club, 8701 35th Ave, Seattle, she would like to see the completion of the East Lake Sammamish Trail through Sammamish.

David McGibney, 219 221st Ave NE, spoke about the problems with the traffic lights on 228th Ave NE (left turn lane) going into Eastlake High School. He would like to see some improvements to this situation. Staff was directed to contact Mr. McGibney about the situation.

Consent Agenda

Approval: Claims For Period Ending November 15, 2016 In The Amount Of $2,436,251.10 For Check No. 45813 Through 45928
Ordinance: Second Reading Making A Declaration Of Substantial Need For Purposes Of Setting The Limit Factor For The Property Tax Levy For The Fiscal Year 2017. (O2016-418)
Ordinance: Second Reading Relating To The Levying Of Regular Property Taxes And Establishing The Amount To Be Levied In 2017 On The Assessed Valuation Of The Property Within The City. (O2016-419)
Resolution: Granting Final Plat to the Ivy Estates Subdivision (R2016-707)
Resolution: Granting Final Plat to Brixton Subdivision (R2016-708)
Acceptance: Canterbury Park Easement
Acceptance: Ichijo Easement
Approval: Minutes for October 18, 2016 Regular Meeting

Public Hearing

Ordinance: Amending The Housing Element Of The City Of Sammamish Comprehensive Plan Jeff Thomas, Community Development Director, Doug McIntyre, Senior Planner and Deborah Munkberg, Consultant with 3 Square Blocks LLC, gave a brief update and lead a discussion about the amendments to the Housing Element of the Comprehensive plan. *(showed a presentation available on the Sammamish website at www.sammamish.us)*

Public Hearing opened at 7:38.

Public Comment

Mary Wictor, 408 208th Ave NE, requested that the Council immediately commission economic and demographic needs analyses to determine supply, needs, to identify all the gaps. *(Presentation available upon request to the City Clerk at manderson@sammamish.us)*

Paul Stickney, 504 288th Ave SE, spoke regarding the need for having affordable housing available in Sammamish, now and for the future. *(submitted written comments, available upon request to the City Clerk, manderson@sammamish.us)*

Robert Houot, 404 228th Ave SE, spoke in favor of more affordable housing in Sammamish.

David Hoffman, Master Builders Association, 335 116th Ave SE, Bellevue, he encourages Council to amend the Housing Element and to ensure that the City is compliant with the GMA. If not compliant it could affect State Grant funds.

Public Hearing closed at 7:51 pm.

Resolution: Related To Setting The Comprehensive Plan Amendment Docket For 2017 (R2016-709)

Jeff Thomas, Community Development Director and David Goodman, Community Development Management Analyst gave a staff presentation on setting the Comprehensive Plan Amendment Docket for 2017 *(showed a presentation available on the Sammamish website at www.sammamish.us)*

Proposals to be included on the 2017 Comprehensive Plan docket:

1. Debbie Treen
    - Amend future land use map designation of one parcel from Residential-1 (R-1) to R-4
2. Jolie Imperatori on behalf of five landowners
    - Amend future land use map designation of seven parcels from R-1 to R-4
3. Maclean Family LLC
    - Amend future land use map designation of two parcels from R-6 and R-12 to Neighborhood Business

4. City of Sammamish – Department of Community Development
    - Amend future land use map designation of Mars Hill Property from R-1 to Community Business
5. City of Sammamish – Department of Community Development
    - Amend future land use map designation of Recreation Center property from R-12 and R-18 to Community Business
6. City of Sammamish – Department of Public Works
    - Amend Transportation element to update the City's concurrency project list and the City's Traffic Impact Fee, as well as other traffic model updates reflecting growth and the annexation of Klahanie.
7. City of Sammamish – Department of Public Works
    - Amend Comprehensive Plan to be consistent with revised Storm and Surface Water Management Comprehensive Plan, Surface Water Design Manual, Public Works Standards and Low Impact Development codes, among other minor edits.
8. Mary Wictor
    - Amend Environment & Conversation element background information section to update maps and add to the list of streams of special significance.

Public Hearing opened at 7:53 pm and closed at 8:03 pm

Michael Seals, 2880 244th Ave NE, spoke regarding amending future land use map designations of seven parcels from R-1 to R-4. He would like his property zoning changed back the original zoning and the property owners will provide the sewer and water hook-ups *(submitted written comments, available upon request to the City Clerk, manderson@sammamish.us).*

Starke Shelby, 2856 244th Ave NE, he requested that his group of homeowners be placed on the docket for 2017. *(submitted written comments, available upon request to the City Clerk, manderson@sammamish.us)*

Jolie Imperatori, 745 2nd Ave SE, Issaquah, spoke on behalf of herself and her neighbors desire to change the zoning of seven parcels in NE corner of Sammamish from R-1 to R-4.

Kermit Rhinehart, 2824 244th Ave NE, homeowners requesting a zoning change from R1 to R4 to be added to the 2017 Docket.

Deputy Mayor Valderrama asked for a motion to be brought forward. No motion was presented by Council.

Councilmember Keller feels that the R1 zoning across the City needs a high level of policy discussion. He feels that traffic is also a major concern when changing zoning and there will be a change in neighborhood character. He also feels that there may be an inconsistency between the King County zoning and the zoning adopted by Sammamish. Many of these R-1 zones are in critical commute and exit routes of the City. He would like these policy discussions before even considering any of the docket zoning changes.

Councilmember Hornish's main concern is the staff time needed to complete these docket proposals.

Councilmember Malchow agrees with both previous comments. She requests to overlay the zoning maps with the landslide overlay maps to compare.

Councilmember Odell feels we need to understand the underlying issues first before proceeding with the Docket items. He is not in favor of advancing the Docket at this point.

Deputy Mayor Valderrama also feels that Council needs to have more policy discussions before moving forward.

Councilmember Huckabay would like to look at the Mars Hill property and the Recreation Center zoning at this time.

MOTION: Councilmember Hornish moved to approve the Resolution, included as Exhibit # 1, by amending and deleting Items 1-5 and include only Items 6, 7 and 8, setting the 2017 Comprehensive plan and docket and adding the rest of the proposals to the 2017 work program. Councilmember Keller seconded. Motion failed by a vote 3-3 with Councilmembers Keller, Odell and Huckabay dissenting.

Councilmember Odell feels there is a distinction between the R-1 issue and the commercial zoning issue. He feels that the Mars Hill and Recreation Center property merit a look by Council.

AMENDMENT: Councilmember Huckabay moved to also include Items 4 and 5 to the motion. Councilmember Odell seconded. Motion failed by a vote of 3-3 with Deputy Mayor Valderrama, Councilmembers Malchow and Hornish dissenting.

Council recessed at 8:23 pm and resumed at 8:33 pm

MOTION: Councilmember Keller directed the City Manager to initiate a formal policy discussion and review on R1 zoning, on a City-wide basis, related to any up zoning. The process should include review of the historical establishment of all R1 zoning and any related overlays, environmental and wild life impacts, any current comprehensive plan direction, potential traffic, infrastructure, parks (Emerald Necklace) and school related impacts. The process should follow our legislative review on land use including prior evaluation by the planning commission. Councilmember Malchow seconded. Council did not vote on this motion.

Mayor Gerend joined the meeting via Tele-conferencing at 8:40 pm

Jeff Thomas suggested that staff will take Councilmember Keller's ideas and do some preliminary research, package it into some staff findings and do a presentation to Council. Staff will bring it back for Council to discuss in 2017.

Councilmember Keller would like a scoping statement brought back to Council.

Ordinance: First Reading Relating To School Impact Fees; Amending The City's Comprehensive Plan To Adopt The Snoqualmie Valley School District No. 410 Capital Facilities Plan; Adopting The Associated School Impact Fee Schedule; And, Establishing An Effective Date

Ordinance: First Reading Relating To School Impact Fees; Amending The City's Comprehensive Plan To Adopt The Lake Washington School District No. 414 Capital Facilities Plan; Adopting The Associated School Impact Fee Schedule; And, Establishing An Effective Date

Ordinance: First Reading Relating To School Impact Fees; Amending The City's Comprehensive Plan To Adopt The Issaquah School District No. 411 Capital Facilities Plan; Adopting The Associated School Impact Fee Schedule; And, Establishing An Effective Date

Jeff Thomas, Community Development Director gave a staff presentation on the school Impact Fees for Snoqualmie Valley School District No. 410 Capital Facilities Plan, The Lake Washington School District No. 414 Capital Facilities Plan and the Issaquah School District No. 411 Capital Facilities Plan *(showed a presentation available on the Sammamish website at www.sammamish.us)*

Deputy Mayor Valderrama asked that this be the first and second reading of these Ordinances and they should be approved tonight and not be brought back at the next meeting on December 6th, on the Consent Agenda.

Public Hearing opened and closed all three readings of the school impact fees at 8:43 pm and closed at 8:43 pm with no public comment.

Lyman Howard suggested that Council suspend their rules and pass all three ordinances tonight or remand to the Consent Calendar at the next meeting on December 6, 2016.

Forrest Miller, Director of Support Services at Lake Washington School District, noted an error in the location of Site 59, it should be pulled out to be in the Eastlake High School area. It is currently listed in the Redmond area.

MOTION: Councilmember Malchow moved to adopt the Snoqualmie Valley School District No. 410 Capital Facilities Plan and adopting the Associated School Impact Fee Schedule. Councilmember Odell seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Hornish moved to adopt the Lake Washington School District No. 414 Capital Facilities Plan and Adopting the Associated School Impact Fee Schedule. Councilmember Odell seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Keller moved to adopt the Issaquah School District No. 411 Capital Facilities Plan and Adopting The Associated School Impact Fee Schedule. Councilmember Huckabay seconded. Motion carried unanimously 7-0.

Ordinance: Second Reading adopting the 2017-2018 Biennial Budget (O2016-420)

Aaron Antin, Finance Director gave a staff update on the Biennial Budget and showed a presentation. (*presentation available on the Sammamish website at www.sammamish.us)*

Mr. Antin stated that there is a change to the Revenue line in the 438
Fund and also recognizing the grant from the 438 Fund from the Flood Control District.

Public Hearing opened at 8:54 pm.

Public Comment

Mary Wictor, 408 208th Ave NE, commented on the budget and the need to implement funds for the Tamarack neighborhood now.

Paul Stickney, 504 228th Ave SE, spoke about the four items he would like to see added the Budget. 1. Housing Balance Master plan. 2. Housing Needs Analysis .3. Transportation Needs Analysis. 4. Statistically valid surveys for Housing wants and preferences. 5. Statistically valid surveys for transit wants and preferences. *(submitted written comments, available upon request to the City Clerk, manderson@sammamish.us)*

Public Hearing closed at 9:01 pm

Councilmember Hornish suggested one change to the Budget on Exhibit # 4, page 48, change Tamarack drainage to Louis Thompson Road drainage.

MOTION: Councilmember Odell moved to adopt the 2017-2018 Biennial Budget Ordinance as amended. (O2016-420). Councilmember Huckabay seconded. Motion carried unanimously 7-0.

Lyman Howard noted that next year, Community Development will be working on a Housing Strategic Plan.

Ordinance: Second Reading Updating The Sammamish Stormwater Comprehensive Plan; Providing For Severability; And Establishing An Effective Date.

Steve Leniszewski, Public Works Director and Tawni Dalziel, Public Works Senior Stormwater Program Manager gave a staff update and presentation. (*presentation available on the Sammamish*

website at www.sammamish.us)

Public Hearing opened at 9:04 pm with no comments and will continue to the December 6, 2016 Regular meeting.

Unfinished Business - None

New Business – None

Council Reports/Committee Reports

Councilmember Kathy Huckabay will attend the Regional Transit Committee (RTC) meeting tomorrow morning.

Councilmember Tom Odell will attend the Transportation Committee meeting tomorrow morning at 9:30 am and on the agenda will be Sahalee Way. Friday, November 18th is the Eastside Transportation Partnership (ETP) committee meeting. They will discuss the 2017 legislative priorities for that group. Council received a copy of the legislative statement. Council agreed to give consent to Mr. Odell to move forward on their behalf.

Councilmember Christie Malchow attended the Communications Committee meeting last Thursday. Discussed the Virtual Town Hall on bus service and the current issues with the City's new website.

Councilmember Bob Keller attended the Sound Cities Association Public Issues Committee meeting. Councilmember Malchow was nominated as the alternate for the Domestic Violence Initiative Regional Task Force and Councilmember Odell is the alternate for the King County Flood Control District Advisory Committee. Mayor Gerend is the alternate for the Puget Sound Regional Council (PSRC) Executive Board and Deputy Mayor Valderrama is on the Regional Law, Safety and Justice committee. Councilmember Huckabay remains a member of the RTC. Mr. Keller also attended the Eastside Fire and Rescue (EF&R) board meeting. EF&R have hired four new firefighters.

Mayor Gerend participated in the PSRC Transportation 20-40 Finance Working group last week. This is in anticipation of updating the plan after the Sound Transit 3 vote. He attended the Association of Washington Cities Regional meeting last week. At the meeting, Peter King and Len Hopkins from AWC, pointed out that it will be a tough year with the budget. He stated that the Public Works Trust Fund is low and Liquor Tax sharing is also low due to the changes in the tax. He spoke with King County (KC) Councilmember, Kathy Lambert, who informed him that KC has budgeted $35,000 for Sammamish and $50,000 for Parks projects.

Deputy Mayor Ramiro Valderrama attended the memorial service for late Senator Andy Hill. He also attended a Senate meeting in Olympia with a discussion on Latin issues.

City Manager Report

Mr. Howard stated that there is an opportunity to apply for the Community Forestry assistance grant for $15,000 that the City will then match.

He requested if Council would be interested in starting the December 6th meeting at 5:30 pm. Council stated they prefer a 6:30 pm start time.

Mr. Howard gave an update on Central Washington University's interest in the Mars Hill Church property. He stated that on September 20th there was a motion by Councilmember Malchow to move to direct the City Manager to continue to engage Central Washington University in discussions about securing a lease, the next Central Washington board meeting, the next Central Washington visit, and update the Council on November 15, 2016. At that point it should come back to Council for a full discussion so a potential, alternative considerations for the property if they've not formally committed to use the Mars Hill property. Further traffic impact analysis of the impacts of Central Washington University initial intended use of the property through their full intended use of the campus, including a four-year university will be required to formally proceed. Councilmember Valderrama seconded and the motion carried 7-0.
On October 20th the Board of Trustees met at the Mars Hill site. They met the Councilmembers, toured the site and had additional discussions. Included in the group were the Trustees, President, the Provost, the University CFO, Facilities lead and Chief of Staff. The group inspected the facility. All spoke highly on the potential of the facility. On October 27, Mr. Howar received a letter of support for the Central Washington University in Sammamish from President Jim Gardino. He stated that he was given direction to have Central Washington University utilize the facility in the Fall of 2017. Staff has been analyzing a draft financial model from them and that model does include student counts, projections and various programs. On November 3rd, the Council team, consisting of Mayor Gerend, Deputy Mayor Valderrama and Councilmember Odell met to discuss the draft financial model. On November 11th he received an email confirming that President Jim Gardino had the authority to proceed with an agreement and did not need to go back to the board of Trustees for approval.
Mr. Howard explained that there will be three phases moving forward. They will be reviewing a Financial model, then a Traffic model. He proposes that we continue to work with City Staff, Central Washington University staff and the Council team to further define the terms of an agreement and further review the traffic model and report back at the December 13, 2016 Special meeting.

Councilmember Hornish would like to follow the motion from the September 20th Council meeting and start looking at other options now.

Councilmember Malchow asked if there is an actual agreement currently in place.

Councilmember Odell feels that patience is needed in this process. These types of processes will take time.

Councilmember Keller feels there is a formal process from Central Washington University. He is encouraged that there is an agreement moving forward.

Mayor Gerend agrees there should be an agreement in place soon. He is excited with the concept and feels this institution will be a great addition to our Community.

Deputy Mayor Valderrama is concerned that the building has been vacant for almost two years.

MOTION: Councilmember Huckabay moved to delay any discussions of further options for the Mars Hill Church property until the Council retreat in January 2017. Councilmember Odell seconded.

MOTION: Deputy Mayor Valderrama moved to look at other alternatives for the use of that property. No second.

AMENDMENT: Councilmember Hornish moved to amend the motion to state that if a signed, formal agreement with Central Washington University in not in place by the January Retreat, that City Council will look at other options. Councilmember Malchow seconded. Motioned carried 4-3 with Councilmembers Keller, Councilmember Huckabay and Councilmember Odell dissenting.

Councilmember Odell feels that this amendment puts the City Manager's negotiations with Central Washington at a disadvantage.
Councilmember Huckabay does not feel it is necessary to have a signed agreement at the Retreat as long as there is significant forward progress with the University.
Councilmember Keller agrees with Councilmember Huckabay and as long as progress continues with Central that a signed agreement is not necessary by the Council Retreat. He is also unclear what was meant by the term of risk sharing.

MAIN MOTION: Councilmember Huckabay moved to delay any discussions of what else to do with the Mars Hill Church property, until the Council retreat in January 2017, as amended. Councilmember Odell seconded. Motion carried by a vote of 6-1 with Councilmember Odell dissenting.

Deputy Mayor Valderrama would like to know what risk sharing will occur with this contract between Central Washington University and the City?

Councilmember Malchow stated she would like the traffic numbers for the Mars Hill property by the December 13, 2016 Council meeting.

Executive Session – None

Meeting adjourned at 9:56 pm

_____ _____

Lita Hachey, Deputy City Clerk Ramiro Valderrama, Deputy Mayor

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/7/2016

Originating Department: Public Works

Clearances:

- ☑ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☑ Public Works

Subject: 2016 Surface Water Design Manual and Sammamish Addendum Update

Action Required: Continue Public Hearing and second reading and adopt the 2016 King County Surface Water Design Manual and Sammamish Addendum

Exhibits:
1. 2016 King County Surface Water Design Manual and Sammamish Addendum Ordinance
2. Response to Council Comments

Budget: Not Applicable

Summary Statement

Public Works requests that a Public Hearing and First Reading of the 2016 King County Surface Water Design Manual (2016 KCSWDM) and associated Sammamish Addendum be held and that the Ordinance be adopted.

The 2016 KCSWDM and associated Sammamish Addendum replaces the 1998 KCSWDM, the 2009 KCSWDM, and Sammamish Addendum which are collectively the City's current surface water design standards. Approval of this Ordinance by December 31, 2016 will ensure the City remains in compliance with its National Pollutant Discharge Elimination System (NPDES) permit.

Background

On November 1, 2016, the City of Sammamish Planning Commission recommended that the City Council adopt the 2016 KCSWDM and associated Sammamish Addendum. Staff presented further details and answered questions on the 2016 KCSWDM update in a City Council Study Session on November 15, 2016.

In order to comply with City's NPDES permit, the City must revise its surface water design standards so that they are at least equivalent to Ecology's 2012 Stormwater Management Manual for Western Washington. The 2016 KCSWDM and Sammamish Addendum accomplishes these requirements provided that they are adopted via code amendment by **December 31, 2016.**

Further information on the NPDES Permit can be found at:
http://www.ecy.wa.gov/programs/wq/stormwater/municipal/phaseIIww/wwphiipermit.html

The 2016 KCSWDM can be found at:
http://www.kingcounty.gov/services/environment/water-and-land/stormwater/documents/surface-water-design-manual.aspx

Financial Impact
There are no direct financial impacts associated with adoption of the 2016 King County Surface Water Design Manual and the Sammamish Addendum.

Recommended Actions
Continue the Public Hearing and second reading of the 2016 King County Surface Water Design Manual and Sammamish Addendum Ordinance and motion to approve the Ordinance adopting the same.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2016 - ___

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, RELATED TO SURFACE WATER MANAGEMENT; AMENDING TITLE 13 OF THE SAMMAMISH MUNICIPAL CODE; ADOPTING THE 2016 KING COUNTY SURFACE WATER DESIGN MANUAL AND SAMMAMISH ADDENDUM THERETO; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Sammamish has adopted the best management practices from the King County Surface Water Design Manual ("KCSWDM") to regulate the design, construction, inspection and maintenance of stormwater facilities in order to prevent pollution, flooding, and other dangers related to stormwater and drainage problems; and

WHEREAS, the City has also adopted addenda to the KCSWDM that amend portions of the County standards to better reflect the local conditions and policies of the City of Sammamish; and

WHEREAS, Title 13 of the Sammamish Municipal Code ("SMC") contains regulations for surface water management in the City consistent with the KCSWDM, as amended to suit local conditions and policies in the City;

WHEREAS, the City is subject to the National Pollutant Discharge Elimination System (NPDES) Phase 2 permitting requirements, which require, in part, that the City update the Surface Water Design Manual; and

WHEREAS, the King County Council adopted a new version of the KCSWDM on April 24, 2016 (the "2016 KCSWDM"); and

WHEREAS, the City desires to adopt the new 2016 KCSWDM and a City addendum thereto, and to amend SMC Title 13 to accurately implement the updated surface water management regulations contained in the 2016 KCSWDM and the City addendum (the "SWDM Update"); and

WHEREAS, the City desires to amend SMC Title 13 to accurately implement the SWDM Update ("Code Amendments"); and

WHEREAS, on November 9, 2016, a Determination of Non Significance was issued for the SWDM Update in accordance with Chapter 43.21C RCW, the State Environmental Policy Act; and

WHEREAS, on October 27, 2016, a copy of the SWDM Update was transmitted to the Washington State Department of Commerce ("Commerce") in accordance with RCW 36.70A.106, and Commerce granted expedited review on November 7, 2016; and

WHEREAS, the Planning Commission held public hearings on the SWDM Update on September 15, 2016 and October 6, 2016, and recommended approval of the SWDM Update to the City Council on November 8, 2016; and

WHEREAS, the City Council held a public hearing on the SWDM Update at a regular meeting thereof on December 6, 2016, and has considered the Planning Commission's recommendation, public comment, and other available information relevant thereto;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Repealer. All prior versions of the King County Surface Water Design Manual and any addenda thereto previously adopted by the City of Sammamish are hereby repealed in their entireties.

Section 2. Repealer. City of Sammamish Resolution No. R2013-559, Section 1, is hereby repealed in its entirety, and City of Sammamish Resolution No. R2010-430 and Ordinance No. O2016-417 are hereby repealed in their entireties.

Section 3. Surface Water Design Manual, Adopted. The 2016 King County Surface Water Design Manual published by the King County Department of Natural Resources and Parks on April 24, 2016, together with the City of Sammamish Addendum (as set forth in **Attachment A**) to the 2016 King County Surface Water Design Manual (http://kingcounty.gov/services/environment/water-and-land/stormwater/documents/surface-water-design-manual.aspx), (collectively, the "SWDM") are hereby adopted by this reference as though fully set forth herein. A copy of the SWDM shall be kept on-file with the City Clerk.

Section 4. SMC 13.10, Definitions, Amended. Sammamish Municipal Code Chapter 13.10, "Definitions," is hereby amended to read as set forth in **Attachment B**, which is incorporated herein by this reference.

Section 5. SMC 13.20, Surface Water Runoff Regulations, Amended. Sammamish Municipal Code Chapter 13.20, "Surface Water Runoff Regulations," is hereby amended to read as set forth in **Attachment C**, which is incorporated herein by this reference.

Section 6. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 7. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force on January 1, 2017.

ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE _____ DAY OF DECEMBER, 2016.

CITY OF SAMMAMISH

_____
Donald J. Gerend Mayor

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Filed with the City Clerk:	
Public Hearing:	September 15, 2016
Public Hearing:	October 6, 2016
First Reading:	December 6, 2016
Public Hearing:	December 6, 2016
Second Reading:	December 13, 2016
Passed by the City Council:	
Date of Publication:	
Effective Date:	January 1, 2017

ATTACHMENT A:

SAMMAMISH ADDENDUM TO THE
2016 KING COUNTY SURFACE WATER DESIGN MANUAL

CITY OF SAMMAMISH
SURFACE WATER DESIGN MANUAL ADDENDUM

PREFACE – How to Use this Document

General Introduction

~~This document was prepared for the City of Sammamish to meet the requirements of the NPDES Phase 2 permit to develop, implement, and enforce a program to reduce pollutants in stormwater runoff from new development, redevelopment and construction site activities. Per the NPDES permit, this program applies to all sites that disturb a land area 1 acre or greater (the NPDES regulatory threshold), including projects less than one acre that are part of a larger common plan of the development or sale. The program applies to private and public development, including roads.~~

The City of Sammamish has adopted the ~~2009~~ 2016 King County Surface Water~~-~~ Design Manual (~~2009 KCSWDM~~2016 KCSWDM) in order to be in compliance with the Washington State Department of Ecology~~its~~ Phase II Municipal Stormwater permit. This Addendum to the ~~2009 KCSWDM~~2016 KCSWDM defines how the requirements of the KCSWDM are to be implemented within the City of Sammamish. The Addendum specifies all changes, additions, and deletions to the ~~2009 KCSWDM~~2016 KCSWDM to make it appropriate for use within the City of Sammamish. The ~~2009 KCSWDM~~2016 KCSWDM along with this Addendum define the drainage requirements for development and redevelopment projects within the City.

~~Ecology has allowed local jurisdictions to follow previous stormwater requirements for projects disturbing less than one acre. The City has elected to continue their previous practice of applying the requirements of the 1998 King County Surface Water Design Manual (1998 KCSWDM) to those projects disturbing less than the required threshold (1 acre).Which Manual should be usedIf your project will disturb less than acre and is not part of a larger common plan or sale, then use the 1998 KCSWDM in conjunction with the applicable sections of this addendum. If your project proposes to disturb more than 40,000 sq ft but less than an acre, then a pre-construction on-site inspection is required to review the proposed clearing limits, and a post construction survey is required to certify that less than an acre was disturbed.Projects that propose to disturb over an acre shall use the 2009 KCSWDM in conjunction with this addendum.~~

Purpose of and Need for the Addendum

The City has been issued a Phase II Municipal Stormwater Permit (Permit) effective ~~February 16, 2007~~August 1, 2013. The Permit was issued under the National Pollutant Discharge

~~Elimination~~ System (NPDES), as administered by the Washington State Department of Ecology (Ecology) within Washington State. The Permit specifies minimum requirements and technical thresholds for stormwater mitigation needed for construction sites, new developments, and redevelopments.

~~Ecology prepared the 2005 Stormwater Management Manual for Western Washington to provide technical guidance to control the quantity and quality of stormwater runoff from new developments and redevelopments. Ecology has revised many of the BMPs from the 2005 SWMMWW to improve their effectiveness for protecting water quality and to meet the intent of the anti-degradation provisions of the water quality standards. The measures included in the Ecology manual are considered necessary to comply with state water quality standards and protect beneficial uses. In addition, Ecology revised the 2005 SWMMWW to include low impact development (LID related definitions, requirements and an LID performance standard. If a jurisdiction adopts the 2005 Ecology manual or equivalent manual as approved by Ecology, they will meet one of the requirements of their NPDES permit. Adopting the 2012 Ecology manual, or equivalent manual, also supports the new LID requirements in NPDES Permit.~~

The City of Sammamish has previously relied upon the earlier versions of the KCSWDM to guide stormwater ~~mitigation~~ standards within the City. King County recently updated its manual to be consistent with the ~~2005~~ 2012 Ecology manual. Ecology has deemed the ~~2009~~2016~~–~~ KCSWDM and associated requirements to be equivalent to the ~~2005~~ 2012 Ecology Manual.~~–~~ By adopting the ~~2009 KCSWDM~~2016 KCSWDM and addressing the associated requirements, the City will be in compliance with the NPDES requirements that rely on the Ecology manual or approved equivalent.

The purpose of this Addendum is to tailor the 2016 KCSWDM to meet the unique conditions within the City, and be consistent with the City's codes, organization and processes. No substantive changes have been made to the 2016 KCSWDM in order to maintain equivalency in requirements and the level of protection provided by the 2016 KCSWDM.

Relationship of the KCSWDM and the City of Sammamish ~~Low Impact~~ Development ~~(LID)~~ Code to Low Impact Development (LID)

~~The City of Sammamish recently adopted low impact development code amendments. The 2009 KCSWDM encourages LIDthrough careful site planning to limit disturbance of native vegetation and it also requires consideration of specific LID techniques to reduce runoff from developed sites. The KCSWDM provides specific design guidance for implementation of the measures encouraged in the City's LID code. As a result, the 2009 KCSWDM and the City of Sammamish LID ordinance complement each other.~~

The City of Sammamish recently adopted development code amendments that encourage Low Impact Development (LID) principles to reduce impervious surfaces, retain native vegetation, and reduce runoff from developed sites. The 2016 KCSWDM requires on site flow control best management practices (BMPs) to mitigate the impacts of storm and surface water runoff generated by new impervious surfaces, new pervious surfaces, existing impervious surfaces, and replaced impervious surfaces. Flow control BMPs are methods to disperse, infiltrate, or otherwise reduce or prevent development related increases in runoff at or near the sources of those increases. The 2016 KCSWDM provides specific design guidance for implementation of the LID measures encouraged in the City's development code. As a result, the 2016 KCSWDM and the City of Sammamish development code complement each other.

How to Use this Document

This Addendum shall be used in coordination with the ~~2009 KCSWDM~~2016 KCSWDM for the following:

- To translate specific wording or reference from King County to the City.
- To cross-reference City ordinances and City maps in lieu of King County ordinances and maps.
- To provide a linkage or reference to other City requirements such as more restrictive requirements outlined in basin plans and the City's Critical Areas Ordinances.
- To provide exceptions and additions to the KCSWDM.

The ~~2009 KCSWDM~~2016 KCSWDM shall be used in its entirety except as directed in this Addendum. Exceptions and additions to the ~~2009 KCSWDM~~2016 KCSWDM are organized and referenced by chapter and section in the same manner as the ~~2009 KCSWDM~~2016 KCSWDM. Some global changes are provided in this preface, which shall be applied throughout the entire ~~2009 KCSWDM~~2016 KCSWDM. The user shall override the maps and references to other documents as indicated within this Addendum.

Addendum Organization

The information presented in this Addendum is organized as follows:

- **Preface – How to use this Document:** This preface provides instructions for using the City of Sammamish's Addendum to the ~~2009 KCSWDM~~2016 KCSWDM.~~–~~ It also defines terms in the 2016 KCSWDM that are used differently for the City of Sammamish; City departments that are equivalent to county departments referred to in the 2016 KCSWDM; and designations from the 2016 KCSWDM that do not apply to proposals in the City of Sammamish.

- **Chapter 1 – Drainage Review and Requirements:** The City of Sammamish has made several ~~minor~~ changes to Chapter 1 of the ~~2009 KCSWDM~~2016 KCSWDM. This Addendum provides replacement and supplemental text for specific sections of Chapter 1. Apart from these changes, the King County version of Chapter 1 applies ~~for~~ to proposals in the City of Sammamish.

- **Chapter 2 – Drainage Plan Submittal**: The City of Sammamish has made minor changes to Chapter 2 of the ~~2009 KCSWDM~~2016 KCSWDM. Section 2.4.2 has been modified to include an additional requirement for the inspection of installed LID BMPs. The King County version of Chapter 2 applies ~~for~~ to proposals in the City of Sammamish, except that the applicant shall refer to the City of Sammamish documents for technical submittal requirements, project plan requirements, and as-built requirements.

  ~~G.~~ **Chapter 3 – Hydrologic Analysis and Design**: The City of Sammamish has made no changes to Chapter 3 of the ~~2009 KCSWDM~~2016 KCSWDM. The King County version of Chapter 3 applies ~~for~~ to proposals in the City of Sammamish. ~~This Addendum to Chapter 3 provides guidance on the application of the various flow control standards specified in the 2009 KCSWDM.~~

- **Chapter 4 – Conveyance System Analysis and Design**: The City of Sammamish has made ~~no~~ minor changes to Chapter 4 of the ~~2009 KCSWDM~~2016 KCSWDM. More stringent requirements for allowable pipe materials, deflection, maximum distance between structures, and other requirements are listed in the City of Sammamish Addendum. Apart from these changes, the King County version of Chapter 4 applies to proposals in the City of Sammamish. ~~The addendum to Chapter 4 provides replacement text for the sections that are changed. Apart from these changes, The the King County version of Chapter 4 applies for to proposals in the City of Sammamish.~~

- **Chapter 5 – Flow Control Design**: The City of Sammamish has made very minor changes to Chapter 5 of the ~~2009 KCSWDM~~2016 KCSWDM. This addendum to Chapter 5 provides replacement text for the sections that are changed. ~~–~~Design criteria for ponds have been added/modified to address pond aesthetics. ~~–~~Apart from these changes, the King County version of Chapter 5 applies to~~for~~ proposals in the City of Sammamish.

  The City of Sammamish has adopted a Low Impact Development Ordinance that encourages the use of LID site planning techniques within the City. LID site planning

techniquesapplications can be usedhelp to reduce the size of flow control facilities following the credits specifiedrequired in the 2009 KCSWDM2016 KCSWDM.

- **Chapter 6 – Water Quality Design**: The City of Sammamish has made minor changes to Chapter 6 of the 2009 KCSWDM2016 KCSWDM. This addendum to Chapter 6 provides replacement text for the sections that are changed. Apart from these changes, the King County version of Chapter 6 applies for to proposals in the City of Sammamish.

  The City of Sammamish amends Chapter 6 of the 2016 KCSWDM to allow for bioretention to be utilized as a pretreatment facility.

  The City of Sammamish requires higher levels of phosphorus removal for areas that drain to Beaver Lake and Pine Lakesome lakes based on specific studies. The 2009 KCSWDM2016 KCSWDM Addendum identifies the procedures to follow and the areas that are involved in higher levels of phosphorus removals.

- **Definitions:** The City of Sammamish has made changes to the definitions section of the 2009 KCSWDM2016 KCSWDM. This Addendum to the Definitions section provides replacement text for the definitions that are changed. Apart from these changes, the King County version of the Definitions Section applies for to proposals in the City of Sammamish.

  H

- **Appendices:** Appendices A, B, C, and D apply to proposals in the City of Sammamish.

- **References:** King County Reference sections 2, 3, 4B, 7C, 9, and 10 do not apply to the City of Sammamish. King County Reference sections 7B, 8F, 8G, 8I, 8J, 8K, 8L, 8M, 8N, 8O, 8P, 8Q have been replaced by a City of Sammamish reference. The King County version of Reference section 1, 4A, 4C, 4D, 5, 6[ED1], 7A and 8A through 8E, 8I, 11 apply to proposals in the City of Sammamish.

- **Appendices:** Appendix B does not apply to the City of Sammamish. Appendices A, C, and D apply to proposals in the City of Sammamish.

- **References:** King County Reference sections 2, 3, 4B 4D, 7C, 8M8N through 8Q, 9, 10, and 14B do not apply to the City of Sammamish. King County Reference sections 1, 4A, 4B, 7bB, 8G8D, and 8J, 8K, 8L through 8M have been replaced by a City of Sammamish reference. The King County version of Reference section 1, 4A, 4C 5, 6, 7Aand 8A through 8F8C, 8E, 8F, 8G,and 8I, 9, 11, and 14A apply to proposals in the City of Sammamish. New reference numbers 11 & 14 hashave been added.

City Equivalents for County Agencies

Unless the context requires otherwise, any reference to "County", "King County", or county department, shall refer to the City of Sammamish and any reference to county staff shall refer to the City Manager or designee, unless specifically referring to the Department of Community Development (DCD).

City Equivalents for County Ordinances

For proposals in the City of Sammamish, all reference in the KCSWDM to the following ordinances or municipal codes shall be replaced by reference as indicated in the following table.

King County Code (KCC)	Description	Sammamish Municipal Code (SMC)	Description
KCC 16.82	~~BUILDING AND CONSTRUCTIONSTANDARDS~~ Clearing and Grading	SMC 16.15	Clearing and Grading
KCC 21A.14	Development Standards Design Requirements	SMC 21A.25	Development Standards – Density and Dimensions
KCC 21A.24	Critical Areas	SMC 21A.50	Development Code – Environmentally Critical Areas
KCC 21A.06	Technical Terms and Land Use Definitions	SMC 21A.15~~.254~~	Definitions
KCC 20.14	Basin Plans	SMC 24.~~200~~20	Interim Comprehensive Plan – Basin Plans
KCC 25	Shoreline Management	SMC 25	Shoreline Management
KCC 9~~*~~	Surface Water Management	SMC 13 SMC 15.10	Surface Water Management Flood Damage Prevention

~~*Title 9 still applies to the City of Sammamish per Ordinance 099-17, and is supplemented with SMC 15.~~

In general, references to the King County Critical Areas Ordinance (KCC 21A) are to be replaced by reference to the Sammamish Municipal Code (SMC 21A), particularly, chapter SMC 21A.50,

Environmentally Critical Areas. Definitions for critical areas terminology may be found in SMC 21A.15. The following table provides– additional detail on critical areas.

King County Code (KCC)	Description	Sammamish Municipal Code (SMC)	Description
Title 2	Administration	20	Administrative Procedures, Environmental Policy
21A.24.230	Flood hazard area	21A.50.230 15.10	Frequently flooded areas Flood Damage prevention
21A.24.311 – 21A.24.314	Critical Aquifer recharge area	21A.50.280 21A.15.253	Critical aquifer recharge areas – Development standards and permitted alterations Definition
21A.24.~~230~~2 20	Erosion hazard area	21A.50.220 21A.50.225 21A.15.415 21A.15.417	Erosion hazard areas – Development standards and permitted alterations. Erosion hazards near sensitive water bodies – Special district overlay. Definition Erosion hazard areas Definition Erosion hazards near sensitive water body overlay
21A.24.280	Landslide hazard area / Landslide hazard drainage area	21A.50.260 21A.15.680	Landslide hazard area – Development standards and permitted alterations Definition
21A.24.290	Seismic hazard areas	21A.50.270 21A.15.1045	Seismic hazard area – Development standards and permitted alterations Definition
21A.24.310	Steep slope hazard areas	21A.15.1230 21A.15.1230	Definition. Steep slope hazard areas now included as part of landslide hazard areas. Definition

King County Code (KCC)	Description	Sammamish Municipal Code (SMC)	Description
21A.24.318 – 21A.24.345	Wetlands areas	21A.50.290 – ~~21A.50.320~~ 21A.15.1415	Wetlands - Development standards and permitted alterations Definition
21A.24.355 – 21A.24.381	Aquatic Areas	21A.50.330 – 21A.50.350	Streams
21A.24.~~383~~ 382 - 21A.24.388	Wildlife habitat conservation areas	21A.15.468 21A.50	Wildlife habitat conservation areas

City Equivalents for County Maps

For proposals in the City of Sammamish, all reference in the 2016 KCSWDM to the following maps shall be replaced by reference as indicated in the following table.

King County Map or Designation	City of Sammamish Map*
Flow Control Applications Map	**Flow Control Applications Map.** **Map included in Sammamish Addendum**
Landslide Hazard Drainage Areas Map	**Landslide Hazard Drainage Area Map.** **Map included in Sammamish Addendum**
Water Quality Applications Map	**Water Quality Applications Map.** **Map included in Sammamish Addendum**
Erosion Hazard Near Sensitive Water Bodies Map	**Erosion Hazard Near Sensitive Water Bodies Map** **Map included in Sammamish Addendum**
Flood Hazard Area as defined in KCC 21A.06	**Environmentally Sensitive Areas Map** Frequently flooded areas include all areas of special flood hazards within the jurisdiction of the City of Sammamish as defined in SMC 21A.~~50~~15.~~230~~ 532 and as shown on the Environmentally Sensitive Areas Map.
Erosion Hazard Area~~*~~	Definition provided in SMC 21A.~~50~~15.~~220~~415
Landslide Hazard Area~~*~~	Definition provided in SMC 21A.~~50~~15.~~260~~680
Critical Aquifer Recharge Area~~Landslide Hazard Drainage Area~~	Definition provided in SMC 21A.5015.280253~~Definition provided in SMC 21A.15.681~~

King County Map or Designation	City of Sammamish Map*
~~Critical Aquifer Recharge Area*~~	~~Definition provided in SMC 21A.50~~15.280~~253~~

~~* Maps are on the City's web site at~~
http://www.sammamish.us/departments/publicworks/Maps.aspx#~~http://www.ci.sammamish.wa.us/Maps.aspx.~~

City Equivalents for County Plans or Studies

In general, references to county-approved plans or studies in the 2016 KCSWDM are to be replaced by reference to appropriate City-approved plans or studies. If comparable City- approved plans or studies do not exist, then references to County-approved plans or studies shall be retained for proposals in the City of Sammamish.

County Designations that do not Apply in the City

The following designations are used in the ~~2009 KCSWDM~~2016 KCSWDM but are not currently used in the City of Sammamish; any reference in the 2016 KCSWDM to the existence of areas with these designation or thresholds or requirements for such areas is to be disregarded for proposals in the City of Sammamish:

- **Agricultural Project**
- **Coal Mine Hazard Area**
- **Forest Production Zone Area**
- **Master Drainage Plans (MDPs)**
- **Rural Residential Development**
- **Sensitive Area Folio -** refer to City of Sammamish Sensitive Areas Maps at http://www.sammamish.us/departments/publicworks/Maps.aspx# ~~http://www.ci.sammamish.wa.us/Maps.aspx~~
- **Stormwater Compliance Plans (SWCPs)**
- **Urban Planned Development**
- **Zoning Classifications:** The 2016 KCSWDM references to Agricultural (A) Zoning, Forest (F) Zoning, or Rural (R) Zoning are intended for areas outside of the Urban Growth Boundary; therefore, the City of Sammamish contains no equivalent zoning. Project proponents should refer to City zoning maps to determine which zoning classifications apply to their projects.

~~*Equivalency of the KCSWDM Relevant to the City of Sammamish*~~

~~Note that King County Code (KCC) Chapter 9.04 (Surface Water Runoff Policy) and the KCSWDM alone are not equivalent with the Ecology manual. In a letter to King County dated~~

~~February 19, 2008, Ecology identified additional requirements that a Phase II community needs to incorporate in order to be able to adopt the KCSWDM as an equivalent to the Ecology Manual. These other adopted requirements and the aspects of the Ecology manual or permit requirements that they address are listed in the following table. The table also identifies the equivalent City of Sammamish code or the requirement that needs be followed to obtain equivalency and be in compliance with the Permit.~~

~~Ecology Requirement~~	~~King County Code (KCC)~~	~~Sammamish Municipal Code (SMC) or Requirement~~
~~Construction erosion and sediment controls are required for all new and redevelopment projects, regardless of project size.~~	~~To meet this requirement, King County relies on KCC 16.82.095 Clearing and Grading to require erosion and sediment controls at all sites where a site is disturbed, regardless of whether a permit is required.~~	~~The City of Sammamish meets this requirement in SMC~~ ~~16.15.090 Clearing and Grading.~~
~~The application of construction erosion and sediment control requirements and the soil quality and depth best management practice (BMP) for flow control are not currently located in the 2016 KCSWDM.~~	~~These requirements are located in KCC 16.82 Clearing and Grading.~~	~~To meet this requirement, follow "BMP T5.13: Post-Construction Soil Quality and Depth" in the Ecology Manual, and provided herein as Reference 11.~~
~~The wetlands protection requirement (Minimum Requirement #8) is not contained in the 2016 KCSWDM,.~~	~~Wetland protection requirements are located in KCC 21A.24 Critical Areas.~~	~~The City of Sammamish meets this requirement in SMC 21A.50.290 through 21A.50.632.~~ ~~Wetland management area-Special district overlay is provided in 21A.50.322.~~ ~~Wetland definitions are proved in SMC 21A.15.1395 through 21A.15.1415.~~
~~Exemptions for treatment and flow control in rural areas (allowed for up to 4% total impervious area and 15% new pervious area).~~	~~Ecology approves the exemptions based on the County's rural area clearing restrictions in KCC~~ ~~16.82 Clearing and Grading.~~ ~~Buffer requirements are contained in KCC 21A.24 Critical Areas.~~	~~The City of Sammamish meets these requirements in SMC 16.15 and SMC 21A.50.~~

CHAPTER 1 – Drainage Review and Requirements

The City of Sammamish has made several minor changes to Chapter 1 of the ~~2009 KCSWDM~~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 ~~2009 KCSWDM~~2016 KCSWDM) —** Replace all references to KCC 21A with SMC 21A. In addition, the following changes to specific terms apply:

Term (page)	Action
Critical aquifer recharge area (p 1-2)	*Replace as follows per SMC 21A.15.253:* "Critical aquifer recharge areas" means those areas in the City of Sammamish with a critical recharging effect on aquifers used for potable water as defined by WAC 365-190-030(2). CARAs have prevailing geologic conditions associated with infiltration rates that create a high potential for contamination of groundwater resources or contribute significantly to the replenishment of groundwater. CARAs shall be classified based on the following criteria: (1) Class 1 CARAs include those areas located within the mapped one- or five-year capture zone of a wellhead protection area. (2) Class 2 CARAs include those areas located within the mapped 10-year capture zone of a wellhead protection area. (3) Class 3 CARAs include those areas outside wellhead protection areas that are identified as high aquifer recharge potential areas based on characteristics of surficial geology and soil types. (Ord. O2013-350 § 1 (Att. A); Ord. O2005-193 § 2)~~is the critical area designation that is applied to areas where extra protection of groundwater quantity and quality is needed because of known susceptibility to contamination and importance to drinking water supply. Such areas are delineated on maps provided by the City. See the "Definitions" section for more details.~~ Critical aquifer recharge areas are regulated in SMC 21A.50.280 Critical aquifer recharge areas – Development standards. Also mapped.~~–~~ See City's website
Critical Drainage Area (p 1-2)	*Replace as follows per SMC 21A.15.255:* "Critical drainage area" means an area that has been formally determined by the King County S~~s~~urface W~~w~~ater M~~m~~anagement D~~d~~epartment to require more restrictive regulation than countywide standards afford in order to mitigate severe flooding, drainage, erosion, or sedimentation problems that result from the cumulative impacts of development and urbanization. (Ord.O2003-132 § 10). Critical drainage areas are defined in SMC 21A.15.255 and are regulated in SMC 21A.50.355 Lake management areas – Special District overlay.

Term (page)	Action
Erosion hazard area (p 1-~~2~~3)	*Replace as follows per SMC 21A.15.415:* "Erosion hazard area" is the critical area designation that is applied to areas underlain by soils that are subject to severe erosion when disturbed. See the "Definitions" section for more details. Erosion hazard areas are regulated in SMC 21A.50.220 Erosion hazard areas – Development standards and permitted alterations.
Flood Hazard Area (p 1-3)	*Replace as follows per SMC 15 Flood Damage Prevention:* SMC 15 shall be the basis for establishing the areas of special flood hazard.
Landslide Hazard Area (p 1-~~3~~5)	*Replace as follows per SMC 21A 15.680:* "Landslide hazard area" is the critical designation that is applied to areas potentially subject to risk of mass movement due to a combination of geologic, topographic, and hydrologic factors~~to severe risk of landslide due to topography, soil conditions, and geology~~. See the "Definitions" section for more details. ~~Erosion~~Landslide hazard areas are regulated in SMC 21A.50.260 Landslide hazard areas – Development standards and permitted alterations.
Landslide Hazard Drainage Area (p 1-5)	*Replace as follows:* "Landslide hazard drainage area" 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. Mapped Landslide hazard drainage areas are approximate. Public Works may determine that areas not mapped as Landslide hazard drainage areas may meet this definition. ~~*Replace as follows: per SMC 21A.15.681*~~ ~~"Landslide hazard drainage area" means a specially mapped area where the City has determined thatare areas where overland flows from new projects will 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 drainage areas are mapped in Appendix I and are approximate. Site specific information will be used to verify application to development projects.~~

• **Section 1.1.1 PROJECTS REQUIRING DRAINAGE REVIEW (page 1-~~9~~ 12 of the ~~2009 KCSWDM~~2016 KCSWDM)** — 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.

City of Sammamish Permits and Approvals
Construction Permits Right of Way Permit Site Development Permits Conditional Use Permits Clear and Grade Permit

Shoreline Management Substantial Development Permits Short Subdivision Developments (Short Plat) Subdivision Developments (Plats) Commercial Site Development Permit (CSDP) Unified Zone Development Permit (UZDP) Plat Alterations
Notes: See SMC 20.05 – PROCEDURES FOR LAND USE PERMIT APPLICATIONS, PUBLIC NOTICE, HEARINGS, AND APPEALS for additional information.

- **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 results in ≥2,000 sf of **new** plus **replaced impervious surface** or ≥7,000 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 ¾ 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:

- **Table 1.1.2.A REQUIREMENTS APPLIED UNDER EACH DRAINAGE REVIEW TYPE (page 1-15 of the 2016 KCSWDM)** — Amending Table 1.1.2.A such that the first box reads:

  Single family residential projects and **agricultural projects** that results in ≥2,000 sf of **new** plus **replaced impervious surface** or ≥7,000 sf of **land disturbing activity** but do not exceed the new plus replaced PGIS, new PGPS, and **new pervious surface** thresholds specified in Sec. 1.1.2.1; OR is an agricultural project that qualifies for the "Impervious Surface Percentage Exemption For Agricultural Projects"; OR is a project that results in 500 square feet or more of new impervious surface in a landslide hazard drainage area.

- **Section 1.1.2.1 SIMPLIFIED DRAINAGE REVIEW (page 1-16 of the 2016 KCSWDM)** — Amending paragraph four under the title "Threshold" such that it reads as the following:

  Simplified Drainage Review is required for any ***single family residential project*** or ***agricultural project*** that will result in 2,000 square feet8 or more of ***new impervious surface***, ***replaced impervious surface***, or ***new*** plus ***replaced impervious surface***, or 7,000 square feet or more of ***land disturbing activity***, 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:

- **Section 1.2 CORE REQUIREMENTS, Downstream Water Quality Problems Requiring Special Attention (page 1-~~26~~ ~~29~~30 of the ~~2009 KCSWDM~~2016 KCSWDM)** — The following supplemental information is added to this section:

  The ~~2009 KCSWDM~~2016 KCSWDM recognizes water quality problems requiring special mitigation measures to protect receiving waters. A water quality problem is defined as a problem documented by the state to exceed the state's numeric water quality standard. The ~~2009 KCSWDM~~2016 KCSWDM references Category 2, 4, and 5 water quality problems as requiring special attention. Within the City of Sammamish, the following water quality

problems are currently listed by the Department of Ecology, based on the ~~2008~~ 2015 Water Quality Assessment, approved by the U.S. Environmental Protection Agency on ~~January 29~~July 22, ~~2009~~2016. The latest designated impaired waterbodies can be viewed at http://www.ecy.wa.gov/programs/wq/303d/currentassessmt.html.

Impaired Water Body	Parameter	Category*
Lake Sammamish	Dissolved oxygen, polychlorinated biphenyls (PCBs), bioassessment~~Dissolved oxygen, fecal coliform~~	5
Lake Sammamish	Total phosphorus, 2,3,7,8-TCDD TEQ, sediment bioassay~~Total phosphorus~~	2
Pine Lake Creek	Dissolved oxygen, temperature, bacteria~~Fecal coliform, dissolved oxygen, total phosphorus~~	5
Pine Lake Creek	Mercury	2
Pine Lake	Bacteria	2
Laughing Jacobs Creek	Bacteria, bioassessment, temperature, dissolved oxygen~~Fecal coliform, dissolved oxygen~~	5
Evans Creek	Temperature	4a
Eden Creek**	Bioassessment, temperature, bacteria	5
Eden Creek**	Copper, dissolved oxygen	2
Ebright Creek	Bioassessment~~Fecal coliform~~	5
Ebright Creek	Dissolved oxygen, mercury~~Dissolved oxygen~~	2
~~Evans Creek~~	~~Fecal coliform, dissolved oxygen, temperature~~	~~4a~~
~~Evans Creek~~	~~pH~~	~~2~~
Beaver Lake No. 2	Total phosphorus	~~2~~5

* Definition of Categories for impaired waterbodies:

- Category 2:~~–~~ Waters of concern, some evidence of water quality problem.
- Category 4 (a and b): Polluted waters with a plan (TMDL) or pollution control program in place to address the problem.
- Category 5: Polluted waters, a TMDL plan is required.

** Also known as George Davis Creek.

Projects that discharge to the impaired waterbodies identified above may be required to implement special treatment to address the water quality problem in accordance with the requirements outlined in Section 1.2.2.3, Water Quality Problem Impact Mitigation.

Studies and lake management plans have determined that Beaver and Pine Lakes within the City of Sammamish require a higher level of total phosphorus reduction than that currently required by the ~~2009 KCSWDM~~2016 KCSWDM. For projects that drain to Beaver Lake or Pine Lake, ~~the project proponent shall contact the City for specific requirements necessary to attain the desired level of total phosphorus reduction.~~ Sensitive Lake Water Quality Treatment and 80% total phosphorus removal using All Known Available and Reasonable Technology (AKART) shall be provided.

The federal Clean Water Act requires that a Total Maximum Daily Load (TMDL) cleanup plan be developed for each of the waterbodies on the state's list of impaired waterbodies, known as the "303(d) list." The TMDL study identifies pollution problems in the watershed, and specifies how much pollution needs to be reduced or eliminated to achieve clean water. Ecology has prepared TMDLs for fecal coliform bacteria, temperature and dissolved oxygen for the Bear-Evans watershed. Strategies identified in the TMDLs to address the water quality impairment in the Bear-Evans watershed are listed below. Development or redevelopment projects within the City of Sammamish that ultimately drain to Evans Creek should incorporate these actions as appropriate.

TMDL – Implementation Strategy for Fecal Coliform Bacteria in the Evans Creek Watershed

- Implement structural (as appropriate) and non-structural stormwater source control best management practices (BMPs).
- Restore riparian vegetation to help filter out stormwater pollutants.
- Properly manage domestic animal and livestock wastes.

TMDL – Implementation Strategy for Temperature and Dissolved Oxygen in the Evans Creek watershed

- Plant new and preserve existing trees in the riparian zone along lengths of the creeks.
- Investigate opportunities to enhance groundwater recharge.
- Restore and protect wetlands in areas that will benefit the stream and enhance habitat.
- Consider[BP2] a water management strategy that recognizes the benefits of maintaining summer baseflows.
- Minimize human-caused sources of nutrients in the watershed.

~~**Soil Amendment Requirement**~~

~~All projects that propose 7,000 square feet of land disturbing activity, or more, are required to amend the soils as specified below. This requirement is intended to apply to all projects independent of what surface water design manual is used.~~

- ~~Except as otherwise provided below, areas that have been cleared and graded shall have the soil moisture holding capacity restored to that of the original undisturbed soil native to the site to the maximum extent practicable. The soil in any area that has been compacted or that has had some or all of the duff layer or underlying topsoil removed shall be amended to mitigate for lost moisture-holding capacity. The amendment shall take place between May 1 and October 1. The topsoil layer shall be a minimum of eight inches thick, unless the applicant demonstrates that a different thickness will provide conditions equivalent to the soil moisture- holding capacity native to the site. The topsoil layer shall have an organic matter content of between five to ten percent dry weight and a pH suitable for the proposed landscape plants. When feasible, subsoils below the topsoil layer should be scarified at least four inches with some incorporation of the upper material to avoid stratified layers. Compost used to achieve the required soil organic matter content must meet the definition of "composted materials" in WAC 173-350-220.~~
- ~~This subsection does not apply to areas that: a. Are subject to a state surface mine reclamation permit; or b. At project completion are covered by an impervious surface, incorporated into a drainage facility or engineered as structural fill or slope.~~

Section 1.2.3.1 AREA-SPECIFIC FLOW CONTROL FACILITY REQUIREMENT

- Add new sections following IMPERVIOUS SURFACE PERCENTAGE EXEMPTION FOR AGRICULTURAL PROJECTS (page 1-42 of the 2016 KCSWDM)

  - MAINTENANCE EXEMPTIONS

    The following pavement maintenance practices are exempt:

    a) Pothole and square cut patching
    b) Overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage (overlaying permeable or pervious pavements with traditional (non-permeable) asphalt or pavement is not considered pavement maintenance)
    c) Shoulder grading
    d) Reshaping/regrading drainage systems
    e) Crack Sealing
    f) Resurfacing with in-kind material without expanding the road prism
    g) Pavement preservation activities that do not expand the road prism
    h) Vegetation maintenance
    i) Catch basin and pipe maintenance
    j) Regrading/reshaping/resurfacing of existing ramps or sidewalks to meet ADA requirements
    k) Underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics.
    l) Projects that do not impact the base course are exempt and are not considered "replaced impervious".

  - MAINTENANCE NON-EXEMPTIONS

    The following pavement maintenance practices are not exempt.

    a) The practices subject to the Core Requirements that are triggered when the thresholds are met or exceeded. The extent to which the manual applies is explained for each circumstance.
    b) Removing and replacing a paved surface and impacting the base course. If impervious surfaces are not expanded, Core Requirements #1, 5, 6, and 9 apply.

- **Section 1.2.8 CORE REQUIREMENT #8: WATER QUALITY**

- Add the following new maintenance exemptions and non-exemptions under the section EXEMPTIONS FROM CORE REQUIREMENT #8 (page 1-69 of the 2016 KCSWDM)

4. MAINTENANCE EXEMPTIONS

The following pavement maintenance practices are exempt:

a) Pothole and square cut patching
b) Overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage (overlaying permeable or pervious pavements with traditional (non-permeable) asphalt or pavement is not considered pavement maintenance)
c) Shoulder grading
d) Reshaping/regrading drainage systems
e) Crack Sealing
f) Resurfacing with in-kind material without expanding the road prism
g) Pavement preservation activities that do not expand the road prism
h) Vegetation maintenance
i) Catch basin and pipe maintenance
j) Regrading/reshaping/resurfacing of existing ramps or sidewalks to meet ADA requirements
k) Underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics.
l) Projects that do not impact the base course are exempt and are not considered "replaced impervious".

5. MAINTENANCE NON-EXEMPTIONS

The following pavement maintenance practices are not exempt.

a) The practices subject to the Core Requirements that are triggered when the thresholds are met or exceeded. The extent to which the manual applies is explained for each circumstance.
b) Removing and replacing a paved surface and impacting the base course. If impervious surfaces are not expanded, Core Requirements #1, 5, 6, and 9 apply.

- **Section 1.3.1 SPECIAL REQUIREMENT #1: OTHER ADOPTED AREA- SPECIFIC REQUIREMENTS (page 1-~~77~~ 99 of the ~~2009 KCSWDM~~2016 KCSWDM) —** Replace the table in Section 1.3.1 on page 1-~~78~~ 100 with the following:

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.

CHAPTER 2 – Drainage Plan Submittal

The City of Sammamish has added supplemental information and made minor changes to Chapter 2 of the ~~2009 KCSWDM~~2016 KCSWDM, as described below. Apart from this information, project proponents should refer to the county document for guidance on drainage plan submittal. All submittal reviews shall be conducted by the Department of Community Development (DCD).

Supplemental Information

As part of our Surface Water Design Manual the applicant shall refer to the following documents for Project Plans and As-Builts.

1. Site Development Permit – Technical Submittal Requirements ~~(Pages 3-5 relate to Stormwater).~~ This document is provided on the city website.~~ at: http://www.ci.sammamish.wa.us/files/document/7089.pdf~~
2. The applicant shall use the *City of Sammamish Standard Development Project Close-out (M/D Period) PW Administration Items Requirements/Checklist* form (available from the City of Sammamish Department of Community Development as a guide to assembling a *First Submittal Intake* package.

Section 2.4.2 FINAL CORRECTED PLAN SUBMITTAL (page 2-~~35~~39 of the ~~2009~~2016 KCSWDM) —

Replace Section 2.4.2 in entirety as follows:

The applicant shall use the *City of Sammamish Standard Development Project Close-out (M/D Period) PW Administration Items Requirements/Checklist* form (available from DCD) as a guide to assembling a *Second Submittal Intake* package for project closeout.

During the course of construction, special inspections are required for LID and Flow Control BMPs. Once construction is completed, a qualified professional shall provide a signed letter verifying that the BMPs have been inspected, installed correctly, and are functioning as designed. Any as-built deviations from the design shall be explained clearly in the letter.

CHAPTER 3 – Hydrologic Analysis and Design

The City of Sammamish has made no changes to Chapter 3 of the ~~2009 KCSWDM~~2016 KCSWDM. Project proponents should refer to the county document for guidance on hydrologic analysis and design.

~~The City of Sammamish has identified specific areas requiring Level 2 or Level 3 flow control as defined within the KCSWDM. Flow control areas are identified in the flow control maps accompanying this Addendum.~~

~~The City of Sammamish accepts continuous models that have been approved by Ecology. Included among these are:~~

- ~~**King County Runoff Time Series (KCRTS):** This is the hydrologic model that accompanies the 2009 KCSWDM. Ecology has deemed this model to be equivalent to the requirements of the Ecology manual provided that compliance for the flow-duration curves are consistent with the method Ecology uses. The model includes hourly and 15-minute rainfall. The 15-minute rainfall is used to determine peak flows used for conveyance design.~~
- ~~**Western Washington Hydrologic Model (WWHM):** This is the hydrologic model that accompanies the (Ecology Manual). WWHM incorporates routines to evaluate LID techniques. WWHM was initially developed for detention and water quality design and did not focus on peak flow predictions for conveyance design. The standard model does not include rainfall data that would be suitable for determining peak flows for conveyance design.~~

- ~~**MGSFlood:** This is the hydrologic model originally developed for Washington State Department of Transportation (WSDOT) for use in transportation projects. MGSFlood incorporates an extended rainfall database of 158 years in length created by combining rainfall records from different locations in the Pacific Northwest. It has recently incorporated a rainfall that is disaggregated to a 5- minute timestep to assist in the design of conveyance. MGSFlood also incorporates routines to evaluate LID techniques~~

~~The approved models are all derivatives of the Hydrologic Simulation Program- FORTRAN (HSPF) model. The City also accepts use of the HSPF model, provided suitable documentation is provided and approved concerning the runoff parameters used for the analyses. Approved regional parameters or basin-specific parameters developed during a basin plan can be used. Alternative parameters can be used following the protocols described in the 2009 KCSWDM.~~

~~Hydrologic analysis methods must follow "Table 3.2 Acceptable Uses of Runoff Computation Methods" found on page 3-10 12 of the 2009 KCSWDM2016 KCSWDM. Derivatives of HSPF (e.g., KCRTS, MGSFlood, and WWHM) can be applied as indicated under the "KCRTS" column. As noted above, there are differences the rainfall data used for these derivative models. These differences are most noticeable in the generation of peak flows used for conveyance design.~~

~~The City of Sammamish currently accepts both KCRTS and MGSFlood for conveyance design.~~

CHAPTER 4 – Conveyance System Analysis and Design[BP3][TD4]

The City of Sammamish has made minor changes to Chapter 4 of the 2016 KCSWDM. The following stricter requirements apply as applicable in this chapter:

1. Allowed Pipe Types:

Corrugated polyethylene (CPE) pipe, Polypropylene (PP) pipe, and Polyvinyl chloride (PVC) pipe are deleted and shall be replaced with the following allowed pipe and criteria:

WSDOT Section 9-05.24 Polypropylene Culvert Pipe, Polypropylene Storm Sewer Pipe, and Polypropylene Sanitary Sewer Pipe

All joints for polypropylene pipe shall be made with a bell/bell or bell and spigot coupling and shall conform to ASTM D 3212 using elastomeric gaskets conforming to ASTM F 477. All gaskets shall be factory installed on the pipe in accordance with the manufacturer's recommendations.

Qualification for each manufacturer of polypropylene storm sewer pipe requires joint system conformance to ASTM D 3212 using elastomeric gaskets conforming to ASTM F 477 and a formal quality control plan for each plant proposed for consideration.

A Manufacturer's Certificate of Compliance shall be required and shall accompany the materials delivered to the project. The certificate shall clearly identify production lots for all materials represented. The Contracting Agency may conduct verification tests of pipe stiffness or other properties it deems appropriate.

WSDOT Section 9-05.24(1) Polypropylene Culvert Pipe and Storm Sewer Pipe

Polypropylene culvert and storm sewer pipe shall conform to the following requirements:

- For dual wall pipe sizes up to 30 inches: ASTM F2736.
- For triple wall pipe sizes from 30 to 60 inches: ASTM F2764.
- For dual wall profile pipe sizes 36 to 60 inches: AASHTO MP 21, Type S or Type D.
- Fittings shall be factory welded, injection molded or PVC.

(Corrugated polyethylene drainage **pipe CPEP pipe will not be allowed as it does not meet minimum standards).**

2. Acceptable Pipe Sizes:

12-inch is the minimum diameter pipe to be maintained by the City.

3. Storm Drain Markers:

Storm drain markers are required at every catch basin. Markers are to be placed in locations approved by Public Works.

4. Pipe Slope:

Minimum pipe slope shall be 0.5%

5. Storm Testing:

All storm system shall be jetted, cleaned, and televisioned prior to final acceptance into City maintenance.

6. Structure Locations and Appurtenances:

Maximum pipe run between structures shall 300-ft. For maintenance of structures, a truck turnaround shall be provided. Maximum distance between maintenance vehicle access and drainage structure shall be 150-ft. Structures located in non-pavement areas shall include 2-ft wide asphalt ring around structure lid.

7. Pipe Deflections:

Once backfill is complete, the line and grade at pipe flow line leaving standing water greater than ½-inch in depth shall not be accepted and must be repaired prior to acceptance by the City.

8. Pipe Anchors:

Pipe anchor shall include 1" PVC pipe to be installed through the concrete anchor below the pipe to allow passing of ground water.

9. Drainage Structures:

The most updated WSDOT Standard Plans Section B shall be used to determine acceptable design standards.

10. Drainage Structures Ladders:

Ladders required within drainage structures shall not block inlet or outlet pipes and must be accessible from structure opening. Refer to WSDOT Standard Plans for details and specifications.

11. Submerged and Surcharged Pipe:

The 100-year design elevation of downstream stormwater facilities such as stormwater ponds or vaults shall be at or below all pipe inverts. Exception to this standard is the pipe from the first catch basin just upstream of the stormwater facility may be submerged to allow pipe inlet to facility to be submerged.

CHAPTER 5 – Flow Control Design

The City of Sammamish has added supplemental information and made several minor changes to Chapter 5 of the ~~2009 KCSWDM~~2016 KCSWDM, as described below. Apart from this information, project proponents should refer to the county document for guidance on flow control design.

Supplemental Information

The City of Sammamish has identified specific areas where the Conservation Flow Control (Level 2) and Flood Problem Flow Control (Level 3) flow control standards described in the ~~2009 KCSWDM~~2016 KCSWDM are to be applied within the City. Locations are shown on the City of Sammamish Flow Control Applications map accompanying this Addendum.

The King County Basic Flow Control (Level 1) standard does not apply within the City. There may, however, be circumstances where the Basic Flow Control standard can be applied. The ~~2009~~ 2016 KCSWDM defines the Basic Flow Control Standard as being appropriate for areas that drain to a closed conveyance system that discharges to a waterbody designated as a major receiving water. Lake Sammamish is designated a major receiving water. Developments that drain to closed drainage systems discharging directly to Lake Sammamish could, by definition, be eligible for the Basic Flow Control Standard. This would be the case where runoff from a new or redevelopment project area discharges to an existing ~~system~~ downstream drainage system where downstream capacity issues are likely with an increase in runoff to the system.

Changes to ~~2009 KCSWDM~~2016 KCSWDM

- **Section 5.1.1.1 DESIGN CRITERIA, Side Slopes (page 5-4 of the 2016 KCSWDM) —** Amend criteria 2, 3, and 4 to read as follows:

  Intent. The design of stormwater ponds and vaults are intended to be attractive site amenities. Open ponds are intended to appear like natural ponds. The physical appearance of vault walls are also intended to be minimized. To achieve the design of ponds and vaults that are more aesthetically compatible with adjacent land uses, standards have been established related to the slope of perimeter side slopes, curvilinear design, and the introduction of active and passive recreational elements. The Director may approve designs that do not meet the numeric standards below, provided the intent of the proposed design is equal to or better than the design that would accrue through strict adherence to these standards (refer to back pages of Sammamish Addendum for illustrations of intent).

  1) Up to 25% of the pond perimeter interior and exterior side slopes may be steeper than

3H:1V, if analyzed by a geotechnical engineer for stability and approved by the City.

2) Pond may contain vertical interior and exterior retaining walls, provided:

(a) They are constructed of reinforced concrete per Section 5.1.3 (p. 5-22) and the visible surface has an attractive pattern/finish;
(b) A safety handrail is provided meeting SMC Chapter 16 along the top of the wall, is not a cyclone or chain link fence, and is clearly recorded and documented that maintenance and repair is not the responsibility of the City;
(c) At least 75% of the pond interior and exterior perimeter will be a vegetated soil slope not steeper than 3H:1V; and
(d) The design is stamped by a licensed structural engineer.

3) For privately owned and maintained facilities, no more than 25% of the pond interior and exterior perimeter may be retaining walls, and building foundations may serve as one or more of the pond walls.

4) Pond interior berms shall be earthen and contain no steeper than 2:1 side slopes.

5) The perimeter of the pond must be designed such that it is curvilinear in design with minimum radius of 25-ft and a maximum radius of 100-ft. Intent: To create a pond that does not appear manmade (not appearing rectangular in shape).

- **Section 5.1.1.1 DESIGN CRITERIA, Embankments (page 5-4 of the 2016 KCSWDM)** Amend criteria 1 to read as follows:

1) Pond berm embankments higher than 6 feet shall require design by a geotechnical engineer. Pond embankments adjacent to property lines shall be no higher than 6 feet, unless mitigated and approved by the Director. The embankment height measurement includes the freeboard and is measured from the toe of the slope of the top of the embankment. Mitigation measures for exceeding the 6 foot height restriction for berms adjacent to property lines may include:

- Designed and analyzed by a geotechnical engineer or licensed structural engineer
- The toe of embankment slope shall be setback at least 10 feet from the property line
- 10-ft of Type I landscaping shall be provided between toe of berm and property line to provide landscape screening.

- **Section 5.1.1.1 DESIGN CRITERIA, Setbacks (page 5-7 of the 2016 KCSWDM) —** Amend to include the following criteria after criteria 5 to read as follows:

6) For pond berm embankments higher than 6 feet, the toe of the exterior slope shall be setback 10 feet or more to the tract or from the property line.

- **Section 5.1.1.1 DESIGN CRITERIA, Landscaping (page 5-8 of the 2016 KCSWDM)** – Amend to include the following criteria:

1) The opening sentence is modified to read "Landscaping for aesthetic purposes is required."

2) Ponds shall include trails or paths that encourage passive recreation in connection with stormwater facilities. Connect stormwater paths to off-site trail systems where feasible. Trails within tracts of City-maintained ponds in residential subdivision developments shall be designated "to be maintained by the homeowner's association". Trails or paths that provide passive recreation may be credited for up to 100 percent of the onsite recreation space requirement for projects that are required to provide onsite recreational space per SMC 21A.30.140 and SMC 21B.30.090. See Section 5.1.1.1, DESIGN CRITERIA, Detention Ponds in Recreation Tracts.

3) Table 5.1.1.A should be expanded to include but not limited to the following:

- Amended Plant List Examples: SMALL TREES AND SHRUBS WITH FIBROUS ROOTS

Small Trees/ High Shrubs

Botanical	**Common**
Acer circinatum	Vine maple
Arbutus unedo	Strawberry Tree
Amalanchier x grandiflora	Serviceberry
Cornus sericea	Red twig dogwood
Corylus cornuta	Filbert
Morella californica	California Wax Myrtle
Holodiscus discolor	Oceanspray
Physocarpus opulifolius	Ninebark
Pinus contora var contorta	Shore pine
Ribes aureum	
Ribes sanguineum 'King Edward VII'	Red-flowering current
Sambucus nigra	Black elderberry
Vaccinium spp.	Blueberry

Low Shrubs / Ornamental Grasses/ Perennial / Groundcover / Bulbs

Botanical	Common
Achillea millefolium	Western yarrow
Arctostaphylos uva-ursi	Kinnikinnick
Aster oblongifolius 'October Skies'	Aromatic aster
Cammasia quamash	Camas Lily
Cornus sericea	Dwarf red-twig dogwood
Festuca idahoensis	Idaho fescue
Fragaria chiloensis 'Lipstick'	Coastal strawberry
Gaultheria shallon	Salal
Helianthemum nummularium	Sunrose
Helictotrichon sempervirens	Blue oat grass
Iris tenax	Tough-leaf iris
Mahonia aquifolium	Oregon grape-holly
Lonicera pileata	Boxleaf honeysuckle
Lonicera involucrata	Twinberry
Mahonia nervosa	Cascade Oregon grape
Mahonia repens	Creeping mahonia
Narcissus sp.	Daffodil
Nassella tennuissima (formerly stipa)	Mexican feather grass
Pennisetum alopecuroides	Fountain grass
Philadelphus lewisii	Mock-orange
Pinus mugo pumilio	Mugho Pine
Polysticum munitum	Sword fern
Potentilla gracilis	Graceful cinquefoil
Prunus laurocerasus 'Mt. Vernon'	Mt. Vernon Dwarf Laurel
Rosa gymnocarpa	Baldhip rose
Rosa 'Hansa'	Double pink old-fashioned rose
Rosemarinus officinalis	Rosemary
Rhododendron 'PJM' hybrids	PJM Hybrid Rhododendrons
Rudbeckia fulgida var. sullivantii	
Salvia 'May Night'	
Solidago rugosa	Goldenrod
Spiraea japonica	Japanese spireae
Vaccinium ovatum	Evergreen huckleberry

- **Section 5.1.1.1 DESIGN CRITERIA, Detention Ponds in Recreational Tracts (page 5-11 of the 2016 KCSWDM)** – Amend section to read as follows:

  Projects required to provide onsite recreational space or landscaped open space per SMC 21A.30.140 and SMC 21B.30.090 may combine the detention pond tract with the recreation space tract or landscaped area to receive up to a 100% reduction in required onsite recreational

space, less any recreation facilities required pursuant to SMC 21A.30.160. To receive up to the 100% credit, the following criteria must be met as required by SMC 21A.30.140(4) and SMC 21B.30.100(4):

1. The proposed stormwater tract must be dedicated or reserved as a part of a recreational space tract.
2. To receive a 50% credit, the stormwater pond must meet all standards for typical ponds unless modified by the following additional requirements:
    a. Side slopes shall not exceed 33 percent unless they are existing, natural, and covered with vegetation. *Intent: To create ponds that are natural in appearance.*
    b. A bypass system or an emergency overflow pathway shall be designed to handle flow exceeding the facility design and located so that it does not pass through active recreation areas or present a safety hazard.
    c. The area surrounding the stormwater pond shall be landscaped in a manner to enhance passive recreational opportunities, including a trail or pathway around the pond perimeter. *Intent: To create opportunities for passive recreation or wildlife viewing.*
    d. The stormwater pond shall be designed so that it does not require fencing per the fencing requirements in Chapter 5 of 2016 KCSWDM (page 5-6).
    e. Split rail fencing (3 ft. minimum height) is required around the pond at the emergency overflow elevation of the pond or higher. Wire mesh backing of the fence is encouraged, but not required. *Intent: To preserve the functional integrity of the pond while allowing view of facility.*
3. To receive a 100% credit, the stormwater pond must meet all the additional requirements in criteria 2 above, and provide three or more of the following amenities;
    a. Provide seating using walls, benches and/or tables and chairs that view the stormwater pond. *Intent: To provide opportunities within the stormwater tract to linger and interact with the stormwater facility.*
    b. Create overlook or destination points using decks or platform with views of the stormwater system. *Intent: To provide opportunities to view the stormwater facility and wildlife.*
    c. Provide vertical planes (using stairs, platforms, etc.) that allow stormwater to be interacted with and viewed from different levels. *Intent: To provide visual interest and provide ways to interact with the stormwater facility, such as climbing down to the stormwater facility or viewing from above.*
    d. Provide interpretive signage describing the stormwater feature, or the landscape features (such as highlighting the pollinator benefits of plantings incorporated into the stormwater tract). Intent: To provide education opportunities associated with the stormwater facility.
    e. Stack horizontal and vertical planes to create features such as pools and waterfalls. Intent: To exploit visual interest of stormwater flowing over

surfaces, plunging down planes, or falling over edges.

f. Provide a fountain feature near the pond center. Intent: To provide visual interest through continuous water movement.

g. Provide at least one fitness station located near the pond accessible via a trail or pathway. Intent: To provide active recreation opportunities and encourage the use of the stormwater tract for recreation.

4. Where a tract is jointly used for recreational space and Sammamish maintained drainage facilities, the City shall only hold responsibility for maintenance of the drainage facilities, and an access easement shall be provided for that purpose. All recreational features such as, but not limited to, landscaping, trails, fences, benches, etc., shall be the responsibility of the Homeowner's Association or jointly by all property owners within the platted development. Recorded documentation of maintenance responsibilities shall be provided.

- **Section 5.~~3~~1.1.1 DESIGN CRITERIA, Detention Ponds in Open Space (page 5-~~25~~ 12 of the ~~2009~~ 2016 KCSWDM) —** This section does not apply. City of Sammamish does not require this signage.

- **Section 5.~~3~~1.1.1 DESIGN CRITERIA, Figure 5.~~3~~1.1.D ~~Permanent Surface Water Control Pond~~ Stormwater Facility Signs (page 5-~~29~~ 16 of the ~~2009~~ 2016 KCSWDM) —** Replace references to King County and the King County logo with City of Sammamish and the City of Sammamish logo, respectively. Also, replace the sign detail with the Sammamish Stormwater Facility sign detail.
- ~~Also,~~

  - ~~For more information or to report littering, vandalism or other problems, call City Hall at 425-295-0500. For emergencies after-hours, holidays, and weekends call the public works emergency dispatch number at 206- 296-8100.~~

  ~~a.~~

- **Section 5.1.3.1 DESIGN CRITERIA, Setbacks (page 5-23 of the 2016 KCSWDM)** – Add the following sentence at the end of the paragraph that begins "Setbacks to tract/easement lines for vaults…":

  Where vaults are permitted within required setbacks, pursuant to SMC 21A.25.090, the maximum height of exposed vault walls shall be 6 feet measured from the lowest exposed elevation of the vault. An exception to this shall exist where the exposed vault wall is a building foundation wall which shall be limited to the maximum height for structures of the underlying zoning district. Building setbacks for any vault wall exposure shall be minimum 10-ft and shall provide landscape screening consistent with SMC 21A.35.055.

CHAPTER 6 – Water Quality Design

The City of Sammamish has added supplemental information and made ~~one~~ minor changes to Chapter 6 of the ~~2009 KCSWDM~~2016 KCSWDM, as described below. Apart from this information, project proponents should refer to the county document for guidance on water quality design.

Supplemental Information

The City of Sammamish adopts the BMPs and water quality treatment menus in the ~~2009 KCSWDM~~2016 KCSWDM. Special treatment requirements for runoff draining to impaired waterbodies are addressed in Chapter 1. An exception to the 2016 KCSWDM is the treatment requirement for runoff discharging to lakes designated to receive a higher level of total phosphorus removal. The Sensitive Lake Protection Menu in the ~~2009 KCSWDM~~2016 KCSWDM has a treatment goal of 50 percent reduction of annual average total phosphorus (TP), assuming typical pollutant concentrations in urban runoff. Lake management plans and studies have determined that Beaver Lake and Pine Lake require higher levels of phosphorus removal to protect the lakes from eutrophication brought about by development. Within these areas, a treatment goal of 80 percent reduction of TP is required. Areas requiring the higher level of TP reduction are shown on the Water Quality Treatment Application map accompanying this Addendum. Proponents for projects within these areas shall work with the City to determine the appropriate measures to be taken to achieve the 80 percent TP reduction goal.

Change to ~~2009 KCSWDM~~2016 KCSWDM

Section 6.4.1.2 ~~BASIC~~ DESIGN CRITERIA, Figure 6.4.1.~~C~~ B Waterfowl Sign (page 6-~~82~~ 85 of the ~~2009 KCSWDM~~2016 KCSWDM) — This section does not apply. City of Sammamish does not require this signage.

- The City of Sammamish allows bioretention to be used for pretreatment. The bioretention system shall be designed per the requirements in the 2012 Stormwater Management Manual for Western Washington (Ecology Manual).[BP5][TD6]

DEFINITIONS

The City of Sammamish has made the following changes to the Definitions Section of the ~~2009 KCSWDM~~2016 KCSWDM. Project proponents should refer to the county document for other definitions.

Term (page)	Action
Critical aquifer recharge area (p ~~1-2~~5 of KCSWDM ***Definitions***)	*Replace~~–~~ as follows (from SMC 21A.15.253)*: ***Critical aquifer recharge areas*** (CARAs) means those areas in the City of Sammamish with a critical recharging effect on aquifers used for potable water as defined by WAC 365-190-030(2). CARAs have prevailing geologic conditions associated with infiltration rates that create a high potential for contamination of groundwater resources or contribute significantly to the replenishment of groundwater. CARAs shall be classified based on the following criteria: (1) Class 1 CARAs include those areas located within the mapped one- or five-year capture zone of a wellhead protection area. (2) Class 2 CARAs include those areas located within the mapped 10-year capture zone of a wellhead protection area. (3) Class 3 CARAs include those areas outside wellhead protection areas that are identified as high aquifer recharge potential areas based on characteristics of surficial geology and soil types. (Ord. O2005-193 § 2)
Erosion hazard area (p ~~1-2~~9 of KCSWDM ***Definitions***)	*Replace as follows (from SMC 21A.15.415)*: ***Erosion hazard areas*** mean those areas in the City underlain by soils that are subject to severe erosion when disturbed. Such soils include, but are not limited to, those classified as having a severe or very severe erosion hazard according to the USDA Soil Conservation Service, the 1973 King County Soils Survey or any subsequent revisions or addition by or to these sources. These soils include the following when they occur on slopes 15 percent or steeper: (1) The Alderwood gravely sandy loam (AgD); (2) The Alderwood and Kitsap soils (AkF); (3) The Beausite gravely sandy loam (BeD and BeF); (4) The Everett gravelly sandy loam (EvD); (5) The Kitsap silt loam (KpD); (6) The Ovall gravely loam (OvD and OvF); (7) The Ragnar fine sandy loam (RaD); and (8) The Ragnar-Indianola Association (RdE). (Ord. O2005-193 § 2; Ord. O2003-132 § 10)
Flood hazard area (p 1-~~3~~10 of KCSWDM ***Definitions***)	*Replace as follows (per SMC 21A.15.680)*: ***Flood hazard areas*** means those areas in the City of Sammamish subject to inundation by the base flood and those areas subject to risk from channel relocation or stream meander including, but not limited to, streams, lakes, wetlands, and closed depressions. (Ord. O2003-132 § 10)

Term (page)	Action
Frequently Flooded Area SMC 21A.50.230	*Add new definition as follows (from SMC 21A.50.230)*: (1) Frequently flooded areas include all areas of special flood hazards within the jurisdiction of the City of Sammamish. (a) The areas of special flood hazard are identified by the Federal Insurance Administration in a scientific and engineering report entitled "the Flood Insurance Study for King County," as amended, as stated in SMC 15.10.060. The flood insurance study is on file at Sammamish City Hall. The best available information for flood hazard area identification as outlined in SMC 15.10.130(2) shall be the basis for regulation until a new FIRM is issued that incorporates the data utilized under SMC 15.10.130(2). (b) The director may use additional flood information that is more restrictive or detailed than that provided in the Flood Insurance Study conducted by the Federal Emergency Management Agency (FEMA) to designate frequently flooded areas, including data on channel migration, historical data, high water marks, photographs of past flooding, location of restrictive floodways, maps showing future build-out conditions, maps that show riparian habitat areas, or similar information. (2) Development in frequently flooded areas shall be subject to the provisions in Chapter 15.10 SMC. (Ord. O2005-193 § 1; Ord. O99-29 § 1)
Landslide Hazard Area ~~***(Steep slope)***~~ (page ~~1-3~~15 of KCSWDM ***Definitions***)	*Replace as follows (per SMC 21A.15.680)*: ***Landslide hazard areas*** mean those areas in the City of Sammamish potentially subject to risk of mass movement due to a combination of geologic, topographic, and hydrologic factors. These areas are typically susceptible to landslides because of a combination of factors including: bedrock, soil, slope gradient, slope aspect, geologic structure, groundwater, or other factors. Landslide hazard areas include the following: (1) Areas of historic failures, such as:(a) Those areas delineated by the U.S. Department of Agriculture's Natural Resources Conservation Service as having a "severe" limitation for building site development; (b) Areas designated as quaternary slumps, earthflows, mudflows, or landslides on maps published by the U.S. Geological Survey or Department of Natural Resources; (2) Areas that have shown movement during the Holocene epoch, from 10,000 years ago to the present, or which are underlain by mass wastage debris from that epoch; (3) Any area with all three of the following characteristics: (a) Slopes steeper than 15 percent; and (b) Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and (c) Springs or groundwater seepage; (4) Areas with a slope of 40 percent or steeper and with a vertical relief of 10 or more feet except areas composed of consolidated rock. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least 10 feet of vertical relief; (5) Slopes that are parallel or subparallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials; (6) Slopes having gradients steeper than 80 percent subject to rock fall during seismic shaking; (7) Areas potentially unstable because of rapid stream incision, stream bank erosion or undercutting by wave action; and (8) Landslide hazard areas do not include those areas composed of slopes greater than 40 percent that were created from a previously non-landslide hazard area through legal grading activity and that are confirmed to be stable by a qualified professional. (Ord. O2005-193 § 2; Ord. O2003-132 § 10)
Landslide Hazard Drainage Area (page 15 of KCSWDM	*Replace as follows:* "Landslide hazard drainage area" are areas where overland flows pose a significant threat

Term (page)	Action
Definitions)	to health and safety because of their close proximity to a landslide hazard area as defined by SMC 21A.15.680. Mapped Landslide hazard drainage areas are approximate. Public Works may determine that areas not mapped as Landslide hazard drainage areas may meet this definition. ~~*Replace as follows (per SMC 21A.15.681)*~~ ~~***Landslide hazard drainage area*** means a specially mapped area where the City has determined that overland flows from new projects will 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.~~

APPENDICES

The City of Sammamish has made the following changes to the Appendices section of the ~~2009 KCSWDM~~2016 KCSWDM. Project proponents should refer to the county appendices where referenced below.

Appendix A: Maintenance Requirements for Flow Control, Conveyance, and WQ Facilities – The City of Sammamish has made no changes, and Appendix A applies in its entirety to the City of Sammamish.

Appendix B: Master Drainage Plan Objective, Criteria and Components, and Review Process – This appendix does not apply within the City of Sammamish.

Appendix C: ~~Small~~ Simplified Drainage Requirements – This is a separately bound document included with the KCSWDM and this appendix applies in its entirety to the City of Sammamish. Appendix C provides guidance for many of the low impact development (LID) techniques referenced in the City of Sammamish LID Ordinance.

Appendix D: ~~Erosion and Sediment Control~~Construction Stormwater Pollution Prevention (CSWPP) Standards – This is a separately bound document included with the KCSWDM and this appendix applies in its entirety to the City of Sammamish.

R EFERENCE

Table Ref-1 identifies which reference sections in the 2016 KCSWDM apply and those that do not apply to the City of Sammamish. Table Ref-2 lists additional City of Sammamish references that apply.

Table Ref-1. Applicability of KCSWDM References to projects in the City of Sammamish ~~Projects~~

No.	Description	Action
1	**KCC 9.04 Surface Water Runoff Policy**	This reference document applies. The King County surface water runoff policy, as adopted by reference in Chapter 9.04 KCC as adopted by SMC ~~15.05 (Ordinance 099-17 § 1)~~13
2	**Adopted Critical Drainage Areas**	This reference document shall be deleted in entirety. Project proponents should refer to City codes, ordinances, and sensitive areas maps for description and requirements within sensitive areas.
3	**Other Adopted Area Specific Drainage Requirements**	This reference document shall be deleted in entirety. Project proponents should refer to City codes, ordinances, and sensitive areas maps for description and requirements within sensitive areas. The project proponent shall also work with the City on additional requirements that may apply to their project.
4	**Other Drainage Related Regulations and Guidelines** A. Grading Code Soil Amendment Standard B. Clearing & Grading Seasonal Limitations C. Landscape Management Plan Guidelines D. Shared Facility Maintenance Responsibility and Guidance	 A. ~~This standard is applicable.~~Not applicable. See SMC 16.15. B. Not applicable. See SMC 16.15 and SMC ~~16.15~~21A.50.220. C. Applicable. D. ~~Not~~ Applicable.
5	**Wetland Hydrology Protection Guidelines**	These guidelines apply.

No.	Description	Action
6	**Hydrologic/Hydraulic Design Methods** A. Infiltration Rate Test B. Pond Geometry Equations C. Introduction to Level Pool Routing D. Supplemental Modeling Guidelines	This reference section is applicable.
7	**Engineering Plan Support** A. King County Standard Map Symbols B. Standard Plan Notes and Example Construction Sequence C. Storm Filter Facility Access ~~&~~ and Cartridge Configuration	 A. Applicable. B. Replace with City's standard plan notes. Contact City for most current version of notes. C. ~~Not applicable. Delete this reference subsection in entirety~~ Applicable.[TD7]
8	**Forms and Worksheets** A. TIR Worksheet B. Offsite Analysis Drainage System Table C. Water Quality Facility Sizing Worksheets~~Flow Control and Water Quality Facility~~ D. Flow Control and Water Quality Facility Summary Sheet and Sketch E. CSWPPP Worksheet Forms F. Adjustment Application Form and Process Guidelines G. Dedication and Indemnification Clause H. Bond ~~Quantity~~ Quantities Worksheet I. Maintenance and Defect Agreement J. Declaration of Covenant K. Drainage Release Covenant L. Drainage Easement M. Flow Control BMP Covenant (see replacement form name below). N. Impervious Surface Limit Covenant O. Clearing Limit Covenant P. River Protection Easement Q. Leachable Metals Covenant	 A. Applicable. B. Applicable. C. Applicable. D. Applicable. E. Applicable. F. Applicable, replace with COS updated form. G. Applicable, replace with COS updated form. H. Applicable. I. Applicable, replace with COS updated form. J. Applicable, replace with COS updated form. K. Applicable, replace with COS updated form. L. Applicable, replace with COS updated form. M. Applicable, replace with COS updated form. N. Applicable, replace with COS updated form.~~Delete in entirety; not applicable.~~ O. Applicable, replace with COS updated form.~~Delete in entirety; not applicable.~~ P. Applicable, replace with COS updated form.~~Delete in entirety; not applicable.~~ Q. Applicable, replace with COS updated form. ~~Delete in entirety; not applicable.~~

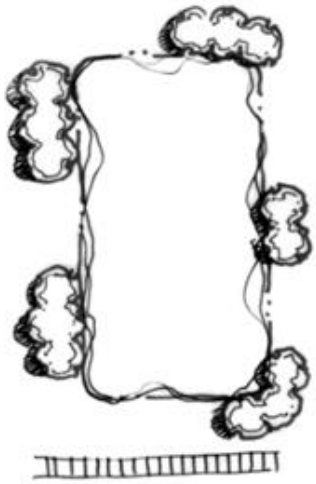
No.	Description	Action
9	**Interim Changes to Requirements** A. Blanket Adjustments B. Administrative Changes	~~Delete in entirety~~Applicable.
10	**King County Identified Water Quality Problems**	Delete in entirety
11	**Materials** A. (VACANT) B. (VACANT) C. Bioretention Soil Media Standard Specifications D. (VACANT) E. Roofing Erodible or Leachable Materials	A. Not applicable. B. Not applicable. C. Applicable. D. Not applicable. E. Applicable.
12	**(VACANT)**	Not applicable
13	**(VACANT)**	Not applicable
14	**Supplemental Approved Facilities** A. Approved Proprietary Facilities B. Approved Public Domain Facilities	A. Applicable. B. Applicable.
~~11~~	~~**BMP T5.13 Post-Construction Soil Quality and Depth**~~	~~New section added. Excerpt from 2005 Stormwater Manual for Western Washington, Ecology. Excerpt applies in entirety except final section, ***Flow Reduction Credits,*** does not apply.~~ ~~The most current version of *Guidelines and Resources for Implementing Soil Quality and Depth BMP T5.13* is available at:~~ ~~http://www.soilsforsalmon.org/pdf/Soil_BMP_Manual.pdf~~

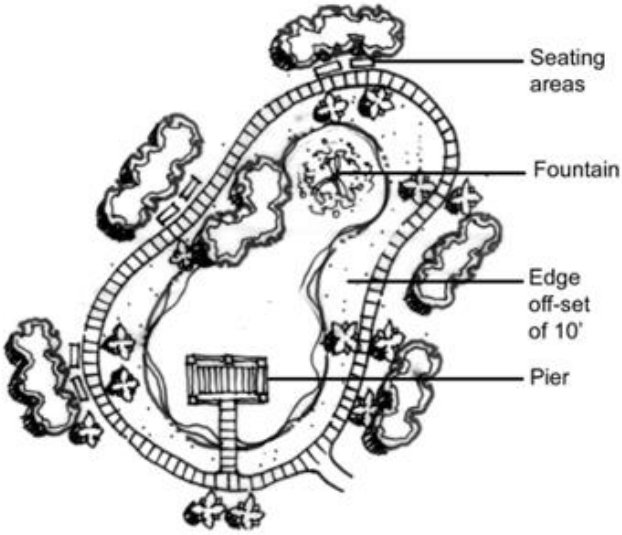
Table Ref-2. City of Sammamish References

No.	Description
1	**Area-Specific Drainage Requirements** A. Flow Control Applications Map B. Water Quality Applications Map C. Landslide Hazard Drainage Areas Map D. Erosion Hazard Near Sensitive Water Bodies ~~[Others to be determined]~~

Exhibit 1

Stormwater Pond Design Intent





POOR POND DESIGN

GOOD POND DESIGN

ATTACHMENT B:

AMENDED CHAPTER 13.10 SMC

DEFINITIONS

Sections:

13.10.010 Scope of chapter.
13.10.020 Adjustment.
13.10.030 AKART.
13.10.040 Applicant.
13.10.050 Basin.
13.10.060 Basin plan.
13.10.070 Best management practices.
13.10.080 City.
13.10.090 Closed depression.
13.10.100 Clean Water Act.
13.10.110 Construct or modify.
13.10.120 Conveyance system.
13.10.130 Department.
13.10.140 Development.
13.10.150 Developed parcel.
13.10.160 Director.
13.10.170 Division.
13.10.180 Discharge.
13.10.190 Drainage.
13.10.200 Drainage facility.
13.10.210 Drainage review.
13.10.220 Effective impervious ~~area~~surface.
13.10.230 Erosion and sediment control.
13.10.240 Farm management plan.
13.10.250 Financial guarantee.
13.10.260 Flood hazard reduction plan.
13.10.270 Flow control best management practice.
13.10.280 Flow control facility.
13.10.290 Forest practices.
13.10.300 Full drainage review.
13.10.310 Groundwater.
13.10.320 High-use site.
13.10.330 Hydraulically connected.
13.10.340 Impervious surface.
13.10.350 Improvement.
13.10.360 Land disturbing activity.
13.10.370 Land use code.

13.10.380 Lake management plan.
13.10.390 Large project drainage review.
13.10.400 Licensed civil engineer.
13.10.410 Maintenance.
13.10.420 Master drainage plan.
13.10.430 National Pollutant Discharge Elimination System.
13.10.440 National Pollutant Discharge Elimination System permit.
13.10.450 Native vegetated surface.
13.10.460 Natural discharge location.
13.10.470 Natural surface water drainage system.
13.10.480 New impervious surface.
13.10.490 New pervious surface.
13.10.500 Open space.
13.10.510 Parcel.
13.10.520 Person.
13.10.525 Pervious surface.
13.10.530 Pollution-generating impervious surface.
13.10.540 Pollution-generating pervious surface.
13.10.550 Project.
13.10.560 Project site.
13.10.570 Rate category.
13.10.580 Redevelopment project.
13.10.590 Replaced impervious surface.
13.10.600 Residence.
13.10.610 Residential parcel.
13.10.620 Runoff.
13.10.630 Salmon conservation plan.
13.10.640 Shared facility.
13.10.650 Service area.
13.10.655 Simplified drainage review.
13.10.660 Site.
~~13.10.670 Small project drainage review.~~
13.10.680 Source control BMP.
13.10.690 State Waste Discharge Permit.
13.10.700 Stormwater compliance plan.
13.10.710 Stormwater plan.
13.10.720 Stormwater Pollution Prevention Manual.
13.10.730 Subbasin.
13.10.740 Surface and stormwater.
13.10.750 Surface and stormwater management services.
13.10.760 Surface and stormwater management system.
13.10.770 Surface Water Design Manual.
13.10.780 Surface water management fee protocols.
13.10.790 Treatment BMP.
13.10.800 Targeted drainage review.
13.10.810 Undeveloped parcel.

13.10.820 Water quality ~~treatment~~ facility.

13.10.010 Scope of chapter.
This chapter contains definitions of technical and procedural terms used throughout this title. (Ord. O2011-304 § 1 (Att. A))

13.10.020 Adjustment.
"Adjustment" means a department-approved variation in the application of the requirements of Chapter 13.20 SMC and the Surface Water Design Manual to a particular project in accordance with SMC 13.20.030. "Adjustment" replaces "variance," which was used in prior editions of the Surface Water Design Manual. (Ord. O2011-304 § 1 (Att. A))

13.10.030 AKART.
"AKART" means "all known, available and reasonable methods of prevention, control and treatment." "AKART" represents the most current methodology that can be reasonably required for preventing, controlling or abating the pollutants associated with a discharge. "AKART" applies to both point and nonpoint sources of pollution. (Ord. O2011-304 § 1 (Att. A))

13.10.040 Applicant.
"Applicant" means a property owner or a public agency or public or private utility that owns a right-of-way or other easement or has been adjudicated the right to such an easement under RCW 8.12.090, or any person or entity designated or named in writing by the property or easement owner to be the applicant, in an application for a development proposal, permit or approval. (Ord. O2011-304 § 1 (Att. A))

13.10.050 Basin.
"Basin" means a geographic area that contains and drains to a stream or river named and noted on common maps, such as the Cedar River, Sammamish River, Green River, Snoqualmie River, Skykomish River or White River, or a geographic area that drains to a nonflowing water body named and noted on common maps, such as Lake Washington or Puget Sound. (Ord. O2011-304 § 1 (Att. A))

13.10.060 Basin plan.
"Basin plan" means a plan and all implementing regulations and procedures including, but not limited to, capital projects, public education activities and land use management regulations adopted by ordinance for managing surface and stormwater within the basin. (Ord. O2011-304 § 1 (Att. A))

13.10.070 Best management practices.
"Best management practices" or "BMPs" means any schedule of activities, prohibitions of practices, maintenance procedure or ~~the best available and reasonable physical,~~ structural~~,~~ and/or managerial ~~or behavioral activities~~practice approved by King County, that, when used singly or in combination, prevents~~eliminate~~ or reduces the release of pollutants and other adverse impacts ~~contamination of both~~to surface water, stormwater and groundwater~~s~~. (Ord. O2011-304 § 1 (Att. A))

13.10.080 City.
"City" means City of Sammamish. (Ord. O2011-304 § 1 (Att. A))

13.10.090 Closed depression.
"Closed depression" means an area greater than 5,000 square feet at overflow elevation that is low-lying and that has no or such a limited surface water outlet that the area acts as a stormwater retention facility. (Ord. O2011-304 § 1 (Att. A))

13.10.100 Clean Water Act.
"Clean Water Act" means 33 U.S.C. 1251 et seq., as amended. (Ord. O2011-304 § 1 (Att. A))

13.10.110 Construct or modify.
"Construct or modify" means to install a new drainage pipe or ditch or make improvements to an existing drainage pipe or ditch, for purposes other than maintenance, that either serves to concentrate previously unconcentrated surface and stormwater runoff or serves to increase, decrease or redirect the conveyance of surface and stormwater runoff. "Construct or modify" does not include installation or maintenance of a driveway culvert installed as part of a single-family residential building permit. (Ord. O2011-304 § 1 (Att. A))

13.10.120 Conveyance system.
"Conveyance system" means the drainage facilities and features, both natural and constructed, that ~~collect, contain and provide for the flow of surface and stormwater from the highest points on the land down to a receiving water~~provide for the collection and transport of surface water or stormwater runoff. The natural elements of the conveyance system include swales and small drainage courses, streams, rivers, lakes and wetlands. The constructed elements of the conveyance system include gutters, ditches, pipes, catch basins, channels and most flow control and water quality treatment facilities. (Ord. O2011-304 § 1 (Att. A))

13.10.130 Department.
"Department" means the department of public works or its successor. (Ord. O2011-304 § 1 (Att. A))

13.10.140 Development.
"Development" means any activity that requires a permit or approval, including, but not limited to, a building permit, grading permit, shoreline substantial development permit, conditional use permit, special use permit, zoning variance or reclassification, subdivision, short subdivision, urban planned development, binding site plan, site development permit or right-of-way use permit. "Development" does not include a Class I, II, III or IV-S forest practice conducted in accordance with Chapter 76.09 RCW and WAC Title 222 or a Class IV-G nonconversion forest practice, as defined in Chapter 21A.15 SMC, conducted in accordance with Chapter 76.09 RCW and WAC Title 222 and a county-approved forest management plan. (Ord. O2011-304 § 1 (Att. A))

13.10.150 Developed parcel.
"Developed parcel" means any parcel altered from the natural state by the construction, creation or addition of impervious surfaces. (Ord. O2011-304 § 1 (Att. A))

13.10.160 Director.
"Director" means the director of the City of Sammamish department of public works, other department directors specified in enforcement procedures established in accordance with the Sammamish Municipal Code, or any designee of those directors. (Ord. O2011-304 § 1 (Att. A))

13.10.170 Division.
"Division" means the department of public works, engineering division or its successor agency. (Ord. O2011-304 § 1 (Att. A))

13.10.180 Discharge.
"Discharge" means runoff, excluding offsite flows, leaving the proposed development through overland flow, built conveyance systems, or infiltration facilities~~throw, drain, release, dump, spill, empty, emit, or pour forth any matter or to cause or allow matter to flow, run or seep from land or be thrown, drained, released, dumped, spilled, emptied, emitted or poured into water~~. (Ord. O2011-304 § 1 (Att. A))

13.10.190 Drainage.
"Drainage" means the collection, conveyance, containment or discharge, or any combination thereof, of surface and stormwater runoff. (Ord. O2011-304 § 1 (Att. A))

13.10.200 Drainage facility.
"Drainage facility" means a constructed or engineered feature that collects, conveys, stores or treats surface and stormwater runoff. "Drainage facility" includes, but is not limited to, a constructed or engineered stream, lake, wetland, or closed depression, or a pipe, channel, ditch, gutter, flow control facility, flow control BMP, water quality facility, erosion and sediment control facility, and any other structure and appurtenance that provides for drainage~~pipelines, channels, ditches, swamps, lakes, wetlands, closed depressions, infiltration facilities, flow control facilities, erosion/sedimentation control facilities and other drainage structures and appurtenances, both natural and constructed~~. (Ord. O2011-304 § 1 (Att. A))

13.10.210 Drainage review.
"Drainage review" means an evaluation by City staff of a proposed project's compliance with the drainage requirements in the Surface Water Design Manual. The types of drainage review include: ~~small~~ Simplified Drainage Review, T~~project drainage review, t~~argeted ~~d~~Drainage ~~review~~Review, Directed Drainage Review, ~~full~~ Full ~~drainage~~ Drainage ~~review~~ Review and ~~large~~ Large ~~project~~ Project ~~drainage~~ Drainage ~~review~~Review. (Ord. O2011-304 § 1 (Att. A))

13.10.220 Effective impervious ~~area~~surface.
"Those impervious surfaces that are connected via sheet flow or discrete conveyance to a drainage system. Impervious surfaces are considered ineffective if: 1) the runoff is fully dispersed as described in Appendix C of this manual; 2) residential roof runoff is infiltrated in

accordance with the full infiltration BMP described in the Surface Water Design Manual; or 3) approved continuous runoff modeling methods indicate that the entire runoff file is infiltrated.~~Effective impervious area" means the portion of actual impervious area that is connected, or has the effect of being connected as defined in the Surface Water Design Manual, directly to the stormwater drainage system via surface flow or discrete conveyances such as pipes, gutters or ditches.~~ (Ord. O2011-304 § 1 (Att. A))

13.10.230 Erosion and sediment control.
"Erosion and sediment control" means any temporary or permanent measures taken to reduce erosion, control siltation and sedimentation and ensure that sediment-laden water does not leave the site or enter into wetlands or aquatic areas. (Ord. O2011-304 § 1 (Att. A))

13.10.240 Farm management plan.
"Farm management plan" means a comprehensive site-specific plan developed by the farm owner in cooperation with the King Conservation District taking into consideration the land owners' objectives while protecting water quality and related natural resources. (Ord. O2011-304 § 1 (Att. A))

13.10.250 Financial guarantee.
"Financial guarantee" means a form of financial security posted to do one or more of the following: ensure timely and proper completion of improvements; ensure compliance with the Sammamish Municipal Code; or provide secured warranty of materials, workmanship of improvements and design. "Financial guarantees" include assignments of funds, cash deposit, surety bonds or other forms of financial security acceptable to the director. "Performance guarantee," "maintenance guarantee" and "defect guarantee" are considered subcategories of financial guarantee. (Ord. O2011-304 § 1 (Att. A))

13.10.260 Flood hazard reduction plan.
"Flood hazard reduction plan" means a plan and all implementing programs, regulations and procedures including, but not limited to, capital projects, public education activities and enforcement programs for reduction of flood hazards and prepared in accordance with RCW 86.12.200. (Ord. O2011-304 § 1 (Att. A))

13.10.270 Flow control best management practice.
"Flow control best management practice" means a small scale drainage facility or feature that is part of a development site strategy to use processes such as infiltration, dispersion, storage, evaporation, transpiration, forest retention, and reduced impervious surface footprint to mimic pre-developed hydrology and minimize stormwater runoff.~~means a method or design for dispersing, infiltrating or otherwise reducing or preventing development-related increases in surface and stormwater runoff at, or near, the sources of those increases.~~ "Flow control best management practice" includes the methods and designs specified in the Surface Water Design Manual. (Ord. O2011-304 § 1 (Att. A))

13.10.280 Flow control facility.
"Flow control facility" means a drainage facility designed to mitigate the impacts of increased surface and stormwater runoff generated by site development in accordance with the drainage

requirements in this chapter. A flow control facility is designed either to hold water for a considerable length of time and then release it by any combination of evaporation, plant transpiration or infiltration into the ground or to hold runoff for a short period of time and then release it to the conveyance system. (Ord. O2011-304 § 1 (Att. A))

13.10.290 Forest practices.
"Forest practices" means any activity conducted on or directly pertaining to forest land and relating to growing, harvesting, or processing timber, as defined in Chapter 222-16 WAC. (Ord. O2011-304 § 1 (Att. A))

13.10.300 Full drainage review.
"Full drainage review" means the evaluation required by Chapter 13.20 SMC for any proposed project, unless the project is subject to ~~small~~ simplified ~~project~~ drainage review, targeted drainage review, direct drainage review or large project drainage review, that:
(1) Would result in 2,000 square feet or more of new plus replaced impervious surface; or
(2) Would result in 7,000 square feet or more of land disturbing activity.~~ould result in 35,000 square feet or more of new pervious surface; or~~
~~(3) Is a redevelopment project on one or more parcels where the total of new and replaced impervious surface is 5,000 square feet or more and when the valuation of proposed improvements exceeds 50 percent of the assessed value of the existing site improvements, including interior improvements and excluding required mitigation and frontage improvements. (Ord. O2011-304 § 1 (Att. A))~~

13.10.310 Groundwater.
"Groundwater" means all waters that exist beneath the land surface or beneath the bed of any ~~stream, lake or reservoir or other body of~~ surface water, ~~whatever may be the geological formation or structure in which such water stands or flows, percolates or otherwise moves~~. (Ord. O2011-304 § 1 (Att. A))

13.10.320 High-use site.
"High-use site" means a commercial, industrial or road intersection site that generates a higher than average number of vehicle turnovers or has other characteristics that generate the potential for chronic oil accumulation. "High-use site" includes:
(1) A commercial or industrial site subject to:
(a) An expected daily traffic count greater than 100 vehicles per 1,000 square feet of gross building area;
(b) Petroleum storage or transfer in excess of 1,~~000~~ 500 gallons per year, not including routine fuel oil storage or transfer; or
(c) Use, storage or maintenance of a fleet of 25 or more diesel vehicles each weighing over 10 tons; or
(2) A road intersection with average daily traffic counts of 25,000 vehicles or more on the main roadway and 15,000 or more vehicles on any intersecting roadway, excluding pedestrian or bicycle use improvement projects. (Ord. O2011-304 § 1 (Att. A))

13.10.330 Hydraulically connected.
"Hydraulically connected" means connected through surface flow or water features such as wetlands or lakes. (Ord. O2011-304 § 1 (Att. A))

13.10.340 Impervious surface.
"Impervious surface" means a hard surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions before development; or that causes water to run off the surface in greater quantities or at an increased rate of flow compared to the flow present under natural conditions prior to development (see also "new impervious surface"). Common impervious surfaces include, but are not limited to, roof, walkways, patios, driveways, parking lots, or storage areas, areas that are paved, graveled or made of packed or oiled earthen materials or other surfaces that similarly impede the natural infiltration of surface water or stormwater. For the purposes of applying the impervious surface thresholds and exemptions contained in the Surface Water Design Manual, permeable pavement, vegetated roofs, and pervious surfaces with underdrains designed to collect stormwater runoff are considered impervious surface while an open uncovered flow control or water quality facility is not. However, for the purposes of computing runoff, uncovered flow control or water quality facilities shall be modeled as impervious surfaces as specified in Chapter 3 of the Surface Water Design Manual.~~means a hard surface area which either prevents or retards the entry of water into the soil mantle as it entered under natural conditions prior to development, and/or a hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas, areas which are paved, graveled or made of packed or oiled earthen materials or other surfaces which similarly impede the natural infiltration of surface and stormwater. Open, uncovered flow control facilities shall not be considered as impervious surfaces for the purpose of this chapter.~~ (Ord. O2011-304 § 1 (Att. A))

13.10.350 Improvement.
"Improvement" means a permanent, human-made, physical change to land or real property including, but not limited to, buildings, streets, driveways, sidewalks, crosswalks, parking lots, water mains, sanitary and storm sewers, drainage facilities and landscaping. (Ord. O2011-304 § 1 (Att. A))

13.10.360 Land disturbing activity.
"Land disturbing activity" means an activity that results in a change in the existing soil cover, both vegetative and nonvegetative, or to the existing soil topography. "Land disturbing activity" includes, but is not limited to, demolition, construction, clearing, grading, filling, excavation and compaction. "Land disturbing activity" does not include tilling conducted as part of agricultural practices, landscape maintenance or gardening. (Ord. O2011-304 § 1 (Att. A))

13.10.370 Land use code.
"Land use code" means restrictions on the type of development for a specific parcel of land as identified by records maintained by the City of Sammamish as modified or supplemented by information resulting from investigation by the division. Land use codes are preliminary

indicators of the extent of impervious surface and are used in the initial analysis to assign an appropriate rate category for a specific parcel. (Ord. O2011-304 § 1 (Att. A))

13.10.380 Lake management plan.
"Lake management plan" means a plan describing the lake management recommendations and requirements adopted by public rule for managing water quality within individual lake basins. Adopted lake management plans are available from the department. (Ord. O2011-304 § 1 (Att. A))

13.10.390 Large project drainage review.
"Large project drainage review" means the evaluation required by Chapter 13.20 SMC for any proposed project that:
(1) Has an urban plan development land use designation in the Sammamish comprehensive plan land use map;
(2) Would, at full buildout of the project site, result in 50 acres or more of new impervious surface within a drainage subbasin or a number of subbasins hydraulically connected across subbasin boundaries; or
(3) Has a project site of 50 acres or more within a critical aquifer recharge area, as defined in SMC Title 21A. (Ord. O2011-304 § 1 (Att. A))

13.10.400 Licensed civil engineer.
"Licensed civil engineer" means a person registered with the state of Washington as a professional engineer in civil engineering. (Ord. O2011-304 § 1 (Att. A))

13.10.410 Maintenance.
"Maintenance" means those usual activities taken to prevent a decline, lapse or cessation in the use of currently serviceable structures, facilities, equipment or systems, if there is no expansion of the structure, facilities, equipment or system and there are no significant hydrologic impacts. "Maintenance" includes the repair or replacement of nonfunctional facilities or the replacement of existing structures with different types of structures, if the repair or replacement is required by one or more environmental permits or to meet current engineering standards and the functioning characteristics of the original facility or structure are not changed. (Ord. O2011-304 § 1 (Att. A))

13.10.420 Master drainage plan.
"Master drainage plan" means a comprehensive drainage control plan for projects subject to large project drainage review and intended to prevent significant adverse impacts to surface water and groundwater,~~the natural and constructed drainage system,~~ both on and off site. (Ord. O2011-304 § 1 (Att. A))

13.10.430 National Pollutant Discharge Elimination System.
"National Pollutant Discharge Elimination System" or "NPDES" means the national program for controlling pollutants from point source discharges directly into waters of the United States under the Clean Water Act. (Ord. O2011-304 § 1 (Att. A))

13.10.440 National Pollutant Discharge Elimination System permit.
"National Pollutant Discharge Elimination System permit" means an authorization, license or equivalent control document issued by the Environmental Protection Agency or the Washington State Department of Ecology to implement the requirements of the NPDES program. (Ord. O2011-304 § 1 (Att. A))

13.10.450 Native vegetated surface.
"Native vegetated surface" means a surface in which the soil conditions, ground cover and species of vegetation are like those of the original native condition for the site, as more specifically set forth in the Surface Water Design Manual. (Ord. O2011-304 § 1 (Att. A))

13.10.460 Natural discharge location.
"Natural discharge location" means the location where runoff leaves the project site under existing site conditions as defined in the Surface Water Design Manual. (Ord. O2011-304 § 1 (Att. A))

13.10.470 Natural surface water drainage system.
"Natural surface water drainage system" means such landscape features as rivers, streams, lakes and wetlands. This system circulates water in a complex hydrological cycle. (Ord. O2011-304 § 1 (Att. A))

13.10.480 New impervious surface.
"New impervious surface" means the creation of a hard or compacted surface such as roofs, pavement, gravel or dirt or the addition of a more compacted surface such as the paving of existing dirt or gravel. Permeable pavement and vegetated roofs are considered new impervious surface for purposes of determining whether the thresholds for application of minimum requirements are exceeded, as are lawns, landscaping, sports fields, golf courses, and other areas that have modified runoff characteristics resulting from the addition of underdrains designed to collect stormwater runoff. Open, uncovered retention/detention facilities shall not be considered impervious surfaces for purposes of determining whether the thresholds for application of minimum requirements are exceeded. Open, uncovered retention/detention facilities shall be considered impervious surfaces for purposes of runoff modeling. (Ord. O2011-304 § 1 (Att. A))

13.10.490 New pervious surface.
"New pervious surface" means the conversion of a native vegetated surface or other native surface to a nonnative pervious surface, including, but not limited to, pasture land, grassland, cultivated land, lawn, landscaping or bare soil or any alteration of existing nonnative pervious surface that results in increased surface and stormwater runoff as defined in the Surface Water Design Manual. (Ord. O2011-304 § 1 (Att. A))

13.10.500 Open space.
"Open space" means any parcel, property or portion thereof classified for current use taxation under Chapter 20.36 KCC and Chapter 84.34 RCW, or for which the development rights have been sold to King County under Chapter 26.04 KCC. This definition includes lands which have been classified as open space, agricultural or timber lands under criteria contained in Chapter 20.36 KCC and Chapter 84.34 RCW. (Ord. O2011-304 § 1 (Att. A))

13.10.510 Parcel.
"Parcel" means the smallest separately segregated unit or plot of land having an identified owner, boundaries and surface area which is documented for property tax purposes and given a tax lot number by the King County assessor. (Ord. O2011-304 § 1 (Att. A))

13.10.520 Person.
"Person" means an individual and his or her agent or assign, municipality, political subdivision, government agency, partnership, corporation, business or any other entity. (Ord. O2011-304 § 1 (Att. A))

13.10.525 Pervious surface.
"Pervious surface" means any surface material that allows stormwater to infiltrate into the ground. Examples include lawn, landscape, pasture, and native vegetation areas. Note for purposes of threshold determination and runoff volume modeling for detention and treatment, vegetated roofs and permeable pavements are to be considered impervious surfaces along with lawns, landscaping, sports fields, golf courses, and other areas that have modified runoff characteristics resulting from the addition of underdrains.

13.10.530 Pollution-generating impervious surface.
"Pollution-generating impervious surface" means an impervious surface considered to be a significant source of pollutants in surface and stormwater runoff. "Pollution-generating impervious surface" includes those surfaces subject to vehicular use or storage of erodible or leachable materials, wastes or chemicals and that receive direct rainfall or the run-on or blow-in of rainfall. A covered parking area would be included if runoff from uphill could regularly run through it or if rainfall could regularly blow in and wet the pavement surface. Metal roofs are also considered pollution-generating impervious surfaces unless they are treated to prevent leaching. Pollution-generating impervious surfaces include roofs that are exposed to the venting of significant amounts of dusts, mists, or fumes from manufacturing, commercial, or other indoor activities. They also include vegetated roofs exposed to pesticides, fertilizers, or loss of soil. Lawns, landscaping, sports fields, golf courses, and other areas that have modified runoff characteristics resulting from the addition of underdrains that have the pollution generating characteristics described under the "pollution-generating pervious surface" definition are also considered PGIS. (Ord. O2011-304 § 1 (Att. A))

13.10.540 Pollution-generating pervious surface.
"Pollution-generating pervious surface" means a nonimpervious surface considered to be a significant source of pollutants in surface and stormwater runoff. "Pollution-generating pervious surfaces" include surfaces subject to the use of pesticides and fertilizers, to the use or storage of erodible or leachable materials, wastes or chemicals or to the loss of soil. "Pollution-generating pervious surface" includes, but is not limited to, the lawn and landscaped areas of a residential or commercial site, golf course, park sports field and City-standard grassed modular grid pavement. (Ord. O2011-304 § 1 (Att. A))

13.10.550 Project.
"Project" means any proposed action to alter or develop a site that may also require drainage review. (Ord. O2011-304 § 1 (Att. A))

13.10.560 Project site.
"Project site" means the portion of a site and any off-site areas subject to proposed project activities, alterations and improvements including those required by this chapter. (Ord. O2011-304 § 1 (Att. A))

13.10.570 Rate category.
"Rate category" means the classification in this chapter given to a parcel in the service area based upon the type of land use on the parcel and the percentage of impervious surface area contained on the parcel. (Ord. O2011-304 § 1 (Att. A))

13.10.580 Redevelopment project.
"Redevelopment project" means a project that proposes to add, replace or modify impervious surface for purposes other than a residential subdivision or maintenance on a site that:
(1) Is already substantially developed in a manner that is consistent with its current zoning or with a legal nonconforming use; or
(2) Has an existing impervious surface coverage of 35 percent or more. (Ord. O2011-304 § 1 (Att. A))

13.10.590 Replaced impervious surface.
"Replaced impervious surface" means an existing impervious surface proposed to be removed and reestablished as impervious surface, excluding impervious surface removed for the sole purpose of installing utilities or performing maintenance on underground infrastructure. For structures, removed means the removal of buildings down to the foundation. For other impervious surfaces, removed means the removal down to base course or bare soil. It does not include the removal of pavement material through grinding or other surface modification unless the entire layer of PCC or AC is removed. Replaced impervious surface also includes impervious surface that is moved from one location to another on the project site where the following two conditions are met: (A) the area from which the impervious surface is moved from will be restored to the same or better runoff discharge characteristics as the area being covered by the moved impervious surface, and (B) impervious surface at the new location is either designated as non- pollution generating or the pollution generating characteristics remain unchanged compared to that of the original location.~~. For purposes of this definition, "removed" includes the removal of buildings down to bare soil or the removal of Portland cement concrete slabs or pavement or asphaltic concrete pavement.~~ (Ord. O2011-304 § 1 (Att. A))

13.10.600 Residence.
"Residence" means a building or structure or portion thereof, designed for and used to provide a place of abode for human beings. The term residence includes the term "residential" or "residential unit" as referring to the type of or intended use of a building or structure. (Ord. O2011-304 § 1 (Att. A))

13.10.610 Residential parcel.
"Residential parcel" means any parcel which contains no more than three residences or three residential units which are within a single structure and is used primarily for residential purposes. (Ord. O2011-304 § 1 (Att. A))

13.10.620 Runoff.
"Runoff" means that portion of water originating from rainfall and other precipitation that flows over the surface or just below the surface from where it fell and is found in drainage facilities, rivers, streams, springs, seeps, ponds, lakes, wetlands and shallow groundwater as well as on ground surfaces. For the purpose of this definition, groundwater means all waters that exist beneath the land surface or beneath the bed of any stream, lake or reservoir, or other body surface water, whatever may be the geological formation or structure in which such water stands or flows, percolates or otherwise moves. (Ord. O2011-304 § 1 (Att. A))

13.10.630 Salmon conservation plan.
"Salmon conservation plan" means a plan and all implementing regulations and procedures including, but not limited to, land use management adopted by ordinance, capital projects, public education activities and enforcement programs for conservation and recovery of salmon within a water resource inventory area designated by the state under WAC 173-500-040. (Ord. O2011-304 § 1 (Att. A))

13.10.640 Shared facility.
"Shared facility" means a drainage facility designed to meet one or more of the requirements of Chapter 13.20 SMC for two or more separate projects contained within a basin. Shared facilities usually include shared financial commitments for those drainage facilities. (Ord. O2011-304 § 1 (Att. A))

13.10.650 Service area.
"Service area" means the incorporated City of Sammamish. (Ord. O2011-304 § 1 (Att. A))

13.10.655 Simplified drainage review.
"Simplified drainage review" means the drainage review for a proposed single family residential project or agricultural project that: results in less than 5,000 square feet of new plus replaced pollution generating impervious surface, results in less than ¾ acre of pollution generating pervious surface, limits target impervious and pervious surface as specified in the Surface Water Design Manual, and meets the simplified drainage requirements specified in Appendix C of the Surface Water Design Manual, including flow control best management practices, erosion and sediment control measures, and drainage plan submittal requirements.

13.10.660 Site.
"Site" means a single parcel, or two or more contiguous parcels that are under common ownership or documented legal control, used as a single parcel for a proposed project for purposes of applying for authority from the City of Sammamish to carry out a proposed project. For projects located primarily within dedicated rights-of-way, "site" includes the entire width of right-of-way subject to improvements proposed by the project. (Ord. O2011-304 § 1 (Att. A))

~~**13.10.670 Small project drainage review.**~~
~~"Small project drainage review" means the drainage review for a proposed single-family residential project or agricultural project that:~~
~~(1) Would result in:~~
~~(a) Ten thousand square feet or less of total impervious surface added on or after January 8, 2001; or~~
~~(b) Four percent or less of total impervious surface on a site as specified in the Surface Water Design Manual; and~~
~~(2) Meets the small project drainage requirements specified in the Surface Water Design Manual, including flow control best management practices, erosion and sediment control measures and drainage plan submittal requirement; and~~
~~(3) Limits new pervious surface as specified in the Surface Water Design Manual. (Ord. O2011-304 § 1 (Att. A))~~

13.10.680 Source control BMP.
"Source control BMP" means a BMP intended to prevent contaminants from entering surface and stormwater or groundwater including the modification of processes to eliminate the production or use of contaminants. "Source control BMPs" can be either structural or nonstructural. Structural source control BMPs involve the construction of a physical structure on site, or other type of physical modification to a site. An example of a structural source control BMP is building a covered storage area. A nonstructural source control BMP involves the modification or addition of managerial or behavioral practices. An example of a nonstructural source control BMP is using less toxic alternatives to current products or sweeping parking lots. (Ord. O2011-304 § 1 (Att. A))

13.10.690 State Waste Discharge Permit.
"State Waste Discharge Permit" means an authorization, license, or equivalent control document issued by the Washington State Department of Ecology in accordance with Chapter 173-216 WAC. (Ord. O2011-304 § 1 (Att. A))

13.10.700 Stormwater compliance plan.
"Stormwater compliance plan" means a plan or study and all regulations and procedures that have been adopted by the City to implement the plan or study, including, but not limited to, capital projects, public education activities and enforcement programs for managing stormwater quantity and quality discharged from the City's municipal separate storm sewer system in compliance with the National Pollutant Discharge Elimination System permit program under the Clean Water Act. (Ord. O2011-304 § 1 (Att. A))

13.10.710 Stormwater plan.
"Stormwater plan" means a City of Sammamish ordinance specifying the stormwater control facilities that will be funded by a bond issue. (Ord. O2011-304 § 1 (Att. A))

13.10.720 Stormwater Pollution Prevention Manual.
"Stormwater Pollution Prevention Manual" means the manual adopted in accordance with Chapter 2.55 SMC, and supporting documentation referenced or incorporated in the manual,

describing best management practices and procedures for existing facilities and existing and new activities not covered by the Surface Water Design Manual. (Ord. O2011-304 § 1 (Att. A))

13.10.730 Subbasin.
"Subbasin" means a geographic area that:
(1) Drains to a stream or water body named and noted on common maps; and
(2) Is contained within the basin of the stream or water body. (Ord. O2011-304 § 1 (Att. A))

13.10.740 Surface and stormwater.
"Surface and stormwater" means water originating from rainfall and other precipitation that is found on ground surfaces and in drainage facilities, rivers, streams, springs, seeps, ponds, lakes, wetlands, as well as shallow groundwater. (Ord. O2011-304 § 1 (Att. A))

13.10.750 Surface and stormwater management services.
"Surface and stormwater management services" means the services provided by the surface water management program, including but not limited to basin planning, facilities maintenance, regulation, financial administration, public involvement, drainage investigation and enforcement, aquatic resource restoration, surface and stormwater quality and environmental monitoring, natural surface water drainage system planning, intergovernmental relations and facility design and construction. (Ord. O2011-304 § 1 (Att. A))

13.10.760 Surface and stormwater management system.
"Surface and stormwater management system" means constructed drainage facilities and any natural surface water drainage features that do any combination of collection, storing, controlling, treating or conveying surface and stormwater. (Ord. O2011-304 § 1 (Att. A))

13.10.770 Surface Water Design Manual.
"Surface Water Design Manual" means the manual, and supporting documentation referenced or incorporated in the manual, describing surface and stormwater design and analysis requirements, procedures and guidance that has been formally adopted by rule under the procedures in Chapter 2.55 SMC. The Surface Water Design Manual is available from the department of public works or its successor agency. (Ord. O2011-304 § 1 (Att. A))

13.10.780 Surface water management fee protocols.
"Surface water management fee protocols" or "SWM fee protocols" means the surface water management fee standards and procedures that have been formally adopted by rule under the procedures specified in Chapter 2.55 SMC. The SWM fee protocols are available from the department of public works or its successor agency. (Ord. O2011-304 § 1 (Att. A))

13.10.790 Treatment BMP.
"Treatment BMP" means a BMP intended to remove contaminants once they are already contained in stormwater. Examples of treatment BMPs include oil/water separators, biofiltration swales and wetponds. (Ord. O2011-304 § 1 (Att. A))

13.10.800 Targeted drainage review.
"Targeted drainage review" means an abbreviated evaluation required by Chapter 13.20 SMC for certain types of proposed projects that are not subject to full or large project drainage review. Targeted drainage review may be required for some projects in ~~small~~ simplified ~~project~~ drainage review. (Ord. O2011-304 § 1 (Att. A))

13.10.810 Undeveloped parcel.
"Undeveloped parcel" means any parcel which has not been altered from its natural state by the construction, creation or addition of impervious surface. (Ord. O2011-304 § 1 (Att. A))

13.10.820 Water quality ~~treatment~~ facility.
"Water quality ~~treatment~~ facility" means a drainage facility designed to mitigate the impacts of increased pollutants in stormwater runoff generated by site development. A water quality facility uses processes that include but are not limited to settling, filtration, adsorption, and absorption to decrease pollutant concentrations and loadings in stormwater runoff.~~means a drainage facility designed to reduce pollutants once they are already contained in surface and stormwater runoff. Water quality treatment facilities are the structural component of best management practices. When used singly or in combination, water quality treatment facilities reduce the potential for contamination of either surface or groundwaters, or both.~~ (Ord. O2011-304 § 1 (Att. A))

ATTACHMENT C:

AMENDED CHAPTER 13.20 SMC

SURFACE WATER RUNOFF REGULATIONS

Sections:

13.20.010 Purpose.
13.20.020 Drainage review – When required – Type.
13.20.030 Drainage review – Requirements.
13.20.040 Critical drainage and/or critical erosion areas.
13.20.050 Engineering plans for the purposes of drainage review.
13.20.060 Construction timing and final approval.
13.20.070 Liability insurance required.
13.20.080 Financial guarantees authorized.
13.20.090 Drainage facilities accepted by Sammamish for maintenance.
13.20.100 Drainage facilities not accepted by Sammamish for maintenance.
13.20.110 Hazards.
13.20.120 Administration.
13.20.130 Enforcement.
13.20.140 Implementation, review and revision.
13.20.150 Severability.

13.20.010 Purpose.

The purpose of this chapter is to promote the public health, safety and welfare by providing for the comprehensive management of surface and stormwaters and erosion control, especially that which preserves and utilizes the many values of the City's natural drainage system including open space, fish and wildlife habitat, recreation, and education. By conducting programs to reduce flooding, erosion, and sedimentation; prevent and mitigate habitat loss; enhance groundwater recharge; and prevent water quality degradation through the implementation of comprehensive and thorough permit review, construction inspection, enforcement, and maintenance, the effectiveness of the requirements contained in this chapter will be promoted. (Ord. O2011-304 § 1 (Att. A))

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

(a.1) Would result in 500 square feet or more of new impervious surface, replace 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

(a.2) Would result in 500 square feet or more of new impervious surface~~, replaced impervious surface, or new plus replaced impervious surface~~ within a landslide hazard drainage area as defined in ~~SMC 21A.50.260; or~~the adopted Sammamish Addendum to the Surface Water Design Manual.

(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

(f) Is a redevelopment project proposing $100,000 or more of improvements to an existing high-use site; or

(g) Is a redevelopment project on a site in which the total of new plus replaced impervious surface is 5,000 square feet or more and whose valuation of proposed improvements, including interior improvements and excluding required mitigation and frontage improvements, exceeds 50 percent of the assessed value of the existing site improvements.

(2) The drainage review for any proposed project shall be scaled to the scope of the project's size, type of development and potential for impacts to the regional surface water system to facilitate preparation and review of project applications. If drainage review for a proposed project is required under subsection (1) of this section, the City shall determine which of the following drainage reviews apply as specified in the Surface Water Design Manual:

(a) ~~Small project~~Simplified drainage review;

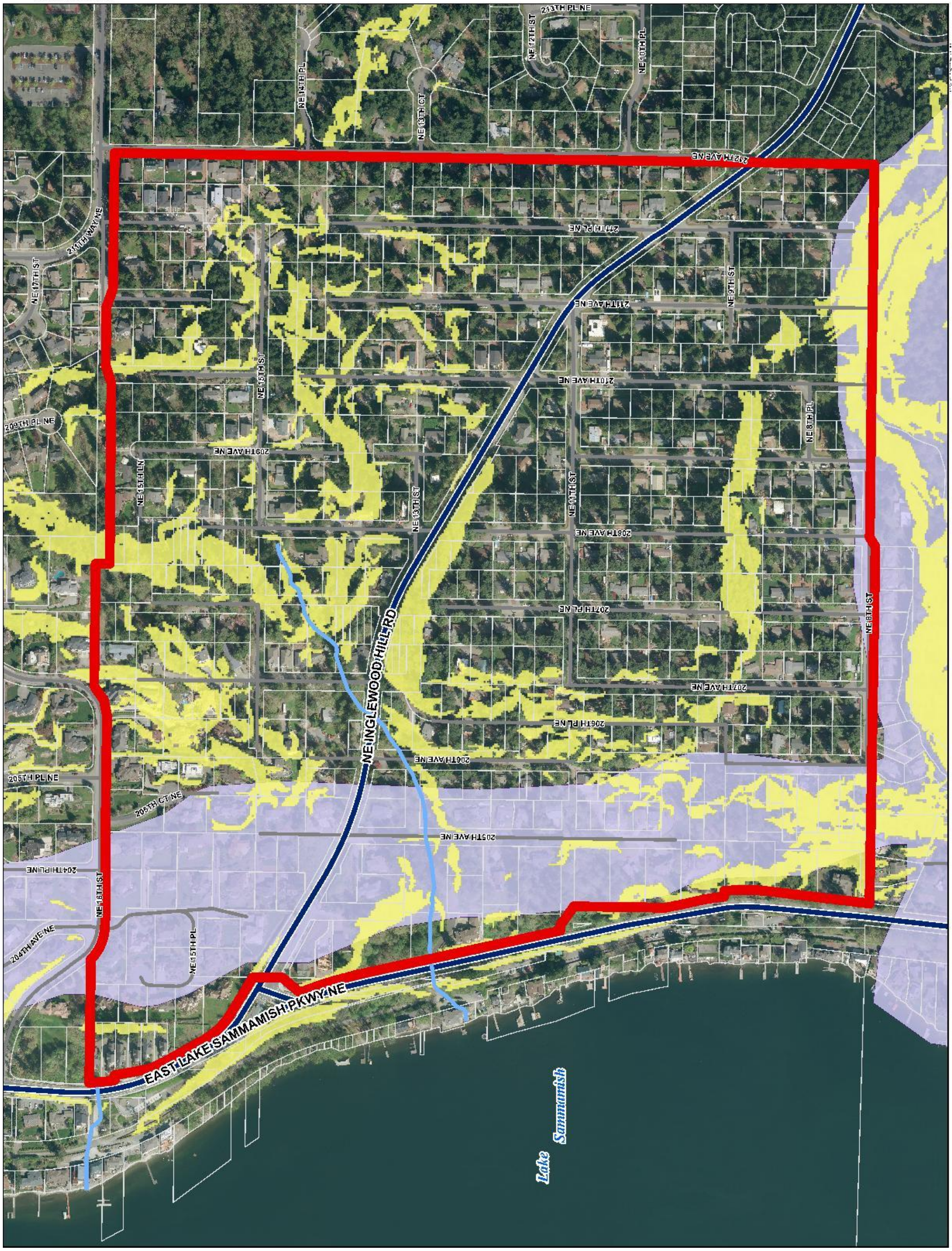
(b) Targeted drainage review;

(c) Full drainage review; or

(d) Large project drainage review.

Exhibit 1

ATTACHMENT B



(Ord. O2015-389 § 1 (Att. A); Ord. O2011-304 § 1 (Att. A))

13.20.030 Drainage review – Requirements.

(1) A proposed project required to have drainage review by this chapter must meet each of the following core requirements which are described in detail in the Surface Water Design Manual.

Projects subject only to ~~small project~~simplified drainage review that meet the ~~small project~~simplified drainage requirements specified in the Surface Water Design Manual, including flow control best management practices, erosion and sediment control measures and drainage plan submittal requirements are deemed to comply with the following core requirements:

(a) Core Requirement 1 – Discharge at the Natural Location. All surface and stormwater runoff from a project shall be discharged at the natural location so as not to be diverted onto, or away from, downstream properties. The manner in which runoff is discharged from the project site shall not create a significant adverse impact to downhill properties or drainage systems as specified in the discharge requirements of the Surface Water Design Manual;

(b) Core Requirement 2 – Off-Site Analysis. The initial application submittal for proposed projects shall include an off-site analysis report that assesses potential off-site drainage and water quality impacts associated with development of the proposed site and proposes appropriate mitigations to those impacts. This initial submittal shall include, at minimum, a level one downstream analysis as described in the Surface Water Design Manual. If impacts are identified, the proposed projects shall meet any applicable problem-specific requirements as specified in the Surface Water Design Manual;

(c) Core Requirement 3 – Flow Control. Proposed projects that would result in ~~2~~5,000 square feet or more of new plus replaced impervious surface or ~~35,000 square feet~~3/4 acre or more of new pervious surface, ~~or that are redevelopment projects that would result in a total of 5,000 square feet or more of new and replaced impervious surface,~~ shall provide flow control facilities or flow control BMPs, or both, to control surface and stormwater runoff generated by new impervious surface, new pervious surface, replaced impervious surface and any existing impervious surface added on or after January 8, 2001, as specified in the Surface Water Design Manual. Flow control facilities shall meet the area-specific flow control facility requirements and the flow control facility implementation requirements applicable to the project site as specified in the Surface Water Design Manual. Flow control BMPs shall also be applied as specified in the Surface Water Design Manual. Projects subject to area-specific flow control facility requirements shall meet one of the flow control facility performance criteria listed in subsections (1)(c)(i) and (ii) of this section, as directed by the Surface Water Design Manual. The Inglewood, Thompson and Pine Lake Creek basins, and areas draining to the Beaver Lake basin, require level three flow control. The remainder of the City requires level two flow control unless downstream problems, as determined by the City of Sammamish, dictate the higher level of protection of level three flow control.

(i) Level two shall meet level one criteria and also match the predeveloped site's discharge durations for the predeveloped peak discharge rates between the 50 percent of the two-year peak flow through the 50-year peak flow; or

(ii) Level three shall meet level two criteria and also match the predeveloped site's peak discharge rate for the 100-year return period;

(d) Core Requirement 4 – Conveyance System. All engineered conveyance system elements for proposed projects shall be analyzed, designed and constructed to provide the minimum level of protection against overtopping, flooding, erosion and structural failure as specified

by the conveyance requirements for new and existing systems and conveyance implementation requirements described in the Surface Water Design Manual;
(e) Core Requirement 5 – Erosion and Sediment Control. All proposed projects that will clear, grade or otherwise disturb the site shall provide erosion and sediment control that prevents, to the maximum extent practicable, the transport of sediment from the site to drainage facilities, water resources and adjacent properties. Erosion and sediment controls shall be applied in accordance with SMC Title 16 as specified by the temporary erosion and sediment control measures and performance criteria and implementation requirements in the City of Sammamish Surface Water Design Manual;
(f) Core Requirement 6 – Maintenance and Operation. Maintenance of all drainage facilities in compliance with Sammamish maintenance standards is the responsibility of the applicant or property owner as described in the Surface Water Design Manual, except those facilities for which Sammamish assumes maintenance and operation as described in this chapter and the Surface Water Design Manual;
(g) Core Requirement 7 – Financial Guarantees and Liability. All drainage facilities constructed or modified for projects, except downspout infiltration and dispersion systems for single-family residential lots, must comply with the liability requirements of this chapter and the financial guarantee requirements of SMC Title 27A;
(h) Core Requirement 8 – Water Quality. Proposed projects that would result in 5,000 square feet or more of new plus replaced pollution generating impervious surface or ~~35,000 square feet~~3/4 acre or more of new pollution-generating pervious surface, ~~or that are redevelopment projects that would result in a total of 5,000 square feet or more of new and replaced pollution-generating impervious surface,~~ shall provide water quality treatment facilities to treat polluted surface and stormwater runoff generated by new or replaced pollution-generating impervious surface, new pollution-generating pervious surface and any existing pollution-generating impervious surface added on or after January 8, 2001, as specified in the Surface Water Design Manual. However, pervious surfaces are specifically excluded if there is a good faith agreement with the King Conservation District to implement a farm management plan for agricultural uses, and pervious areas for other uses are specifically excluded if the City of Sammamish approves a landscape management plan that controls pesticides and fertilizers leaving the site. Water quality treatment facilities shall meet the area-specific water quality treatment requirements and the water quality implementation requirements applicable to the project site as specified in the Surface Water Design Manual. The facilities specified by these requirements are designed to reduce pollutant loads according to the applicable annual average performance goals listed in subsections (1)(h)(i) through (iv) of this section for 95 percent of the annual average runoff volume:

(i) For basic water quality: remove 80 percent of the total suspended solids;
(ii) For enhanced basic water quality: remove 50 percent of the total zinc;
(iii) For sensitive lake protection: remove 50 percent of the total phosphorus; and
(iv) For sphagnum bog protection: remove 50 percent of the total phosphorus and 40 percent of the total nitrate plus nitrite. The discharge shall maintain a pH of less than 6.5 and an alkalinity of less than 10 milligrams per liter.

(i) Core Requirement 9 – Flow Control BMPs. Proposed projects that would result in 2,000 square feet or more of new plus replaced impervious surface or 7,000 square feet or more of land disturbing activity shall provide onsite flow control BMPs to mitigate the impacts of surface and stormwater runoff generated by new impervious surface, new pervious surface, existing impervious surfaces, and replaced impervious surface targeted for mitigation as specified in the Surface Water Design Manual.

(2) A proposed project required by this chapter to have drainage review shall meet any of the following special requirements which apply to the site and which are described in detail in the Surface Water Design Manual. The City shall verify if a proposed project is subject to and must meet any of the following special requirements.

(a) Special Requirement 1 – Other Adopted Area-Specific Requirements. If a proposed project is in a designated critical drainage area, or is in an area included in an adopted master drainage plan, basin plan, salmon conservation plan, stormwater compliance plan, flood hazard reduction plan, lake management plan or shared facility plan, then the proposed project shall meet the applicable drainage requirements of the critical drainage area, master drainage plan, basin plan, salmon conservation plan, stormwater compliance plan, flood hazard reduction plan, lake management plan or shared facility plan;

(b) Special Requirement 2 – Floodplain/Floodway Delineation. If a proposed project contains or is adjacent to a stream, lake, wetland or closed depression, or if other City regulations require study of flood hazards relating to the proposed project, the 100-year floodplain boundaries and floodway shall be determined and delineated on the site improvement plans and profiles and any final maps prepared for the proposed project. The flood hazard study shall be prepared for as specified in the Surface Water Design Manual;

(c) Special Requirement 3 – Flood Protection Facilities. If a proposed project contains or is adjacent to a stream that has an existing flood protection facility, such as a levee, revetment or berm, or proposes to either construct a new or modify an existing flood protection facility, then the flood protection facilities shall be analyzed and designed as specified in the Surface Water Design Manual to conform with the Federal Emergency Management Agency regulations as found in 44 C.F.R.;

(d) Special Requirement 4 – Source Control. If a proposed project requires a commercial building or commercial site development permit, then water quality source controls shall be applied to prevent rainfall and runoff from coming into contact with pollutants to the maximum extent practicable. Water quality source controls shall be applied in accordance with this chapter, the Stormwater Pollution Prevention Manual and the Surface Water Design Manual. All structural source controls shall be identified on the site improvement plans and profiles or final maps prepared for the proposed project; and

(e) Special Requirement 5 – Oil Control. If a proposed project is a high-use site or is a redevelopment project proposing $100,000 or more of improvements to an existing high-use site, then oil control shall be applied to all runoff from the high-use portion of the site as specified in the Surface Water Design Manual.

(3)(a) An adjustment to the requirements contained in this section or other requirements in the Surface Water Design Manual may be proposed. The resulting development shall be subject to all of the remaining terms and conditions of this chapter and the adjustment shall:

(i) Produce a compensating or comparable result in the public interest; and

(ii) Meet this chapter's objectives of safety, function, appearance, environmental protection and maintainability based upon sound engineering judgment.

(b) If complying with subsection (3)(a)(i) of this section will deny all reasonable use of a property, the best practicable alternative shall be obtained as determined by the director according to the adjustment process defined in the Surface Water Design Manual.

(c) Requests for adjustments that may conflict with any other City requirement shall require review and concurrence by the applicable City department.

(d) A request for an adjustment is a Type 1 land use decision as provided for in SMC Title 20 and shall be processed in accordance with the procedures specified in the Surface Water Design Manual.

(e) The City may require monitoring of experimental designs and technology or untested applications proposed by the applicant in order to determine compliance with subsection (3)(a) of this section and the approved plans and conditions.

(f) An adjustment decision may be appealed by following the appeal procedures as specified in the Surface Water Design Manual. (Ord. O2011-304 § 1 (Att. A))

13.20.040 Critical drainage and/or critical erosion areas.

Development in areas where the department has determined that the existing 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. 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 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. O2011-304 § 1 (Att. A))

13.20.050 Engineering plans for the purposes of drainage review.

(1) These requirements are in addition to the submittal requirements established by Chapter 20.05 SMC.

(a) All engineering plans shall be submitted to the City for review in accordance with the Surface Water Design Manual except those drainage plans developed by, or under the review of, the City of Sammamish department of public works for either surface and stormwater capital improvement, repair, maintenance or restoration projects or other linear government agency projects, such as roadways, railways, pipelines, utility lines and trails.

(b) If engineering plans are returned for any reason, they shall be returned to the applicant.
(c) All master drainage plans, if required, shall be submitted to the City for review in accordance with the specifications in the Surface Water Design Manual. The master drainage plan process should commence at the same time as the State Environmental Policy Act (SEPA) process.
(d) Drainage plans not subject to review by the City under subsection (1)(a) of this section shall be reviewed by the department of public works in accordance with this chapter. Project applicability and compliance with this chapter shall be documented in writing and available for review.

(2) The expiration time frames as specified in the Surface Water Design Manual shall apply to all permit and approval applications.
(3) All plans shall be processed in accordance with the review procedures specified in the Surface Water Design Manual.
(4) Submittal procedures, definitions and specifications for the required contents of engineering plans are presented in the Surface Water Design Manual. (Ord. O2011-304 § 1 (Att. A))

13.20.060 Construction timing and final approval.

(1) No work related to permanent or temporary storm drainage control for a permitted development may proceed without the approval of the director.
(2) Erosion and sediment control measures associated with both the interim and permanent drainage systems shall be:
(a) Constructed in accordance with the approved plan prior to any grading or land clearing other than that associated with an approved erosion and sediment control plan; and
(b) Satisfactorily sequenced and maintained until all improvements, restoration, and landscaping associated with the permit and approvals for the project are completed and the potential for on-site erosion has passed.

(3) The applicant shall have constructed and have in operation those portions of the drainage facilities necessary to accommodate the control of surface and stormwater runoff discharging from the site before the construction of any other improvements or buildings on the site, or in accordance with SMC Title 19A. (Ord. O2011-304 § 1 (Att. A))

13.20.070 Liability insurance required.

The applicant required to construct the drainage facility pursuant to this chapter shall maintain a combined single limit per occurrence liability policy in the amount established annually by the City, which shall name City as an additional insured and protect the City from liability relating to the construction or maintenance of the facility until construction approval or acceptance for maintenance, whichever is last. Proof of this required liability policy shall be provided to the director prior to commencing construction of any drainage facility. If this liability insurance is not kept in effect as required, the City may initiate enforcement action pursuant to SMC Title 23. (Ord. O2011-304 § 1 (Att. A))

13.20.080 Financial guarantees authorized.
The City is authorized to require all applicants issued permits or approvals under the provisions of this title to post financial guarantees consistent with the provisions of SMC Title 27A. (Ord. O2011-304 § 1 (Att. A))

13.20.090 Drainage facilities accepted by Sammamish for maintenance.
(1) The City is responsible for the maintenance, including performance and operation, of drainage facilities which have formally been accepted for maintenance by the director.
(2) The City may assume maintenance of privately maintained drainage facilities only if the following conditions have been met:

(a) All necessary easements or dedications entitling the City to properly maintain the drainage facility have been conveyed to the City;

(b) The director has determined that the facility is in the dedicated public road right-of-way or that maintenance of the facility will contribute to protecting or improving the health, safety and welfare of the community based upon review of the existence of or potential for:

(i) Flooding,

(ii) Downstream erosion,

(iii) Property damage due to improper function of the facility,

(iv) Safety hazard associated with the facility,

(v) Degradation of water quality or in-stream resources, or

(vi) Degradation to the general welfare of the community; and

(c) The director has declared in writing acceptance of maintenance responsibility by the City. Copies of this document will be kept on file in the department of public works.

(3) The director may terminate the department's assumption of maintenance responsibilities in writing after determining that continued maintenance will not significantly contribute to protecting or improving the health, safety and welfare of the community based upon review of the existence of or potential for:

(a) Flooding;

(b) Downstream erosion;

(c) Property damage due to improper function of the facility;

(d) Safety hazard associated with the facility;

(e) Degradation of water quality or in-stream resources; or

(f) Degradation to the general welfare of the community.

Copies of this document will be kept on file in the department of public works.
(4) A drainage facility which does not meet the criteria of this section shall remain the responsibility of the applicant required to construct the facility and persons holding title to the property for which the facility was required. (Ord. O2011-304 § 1 (Att. A))

13.20.100 Drainage facilities not accepted by Sammamish for maintenance.
(1) 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:

(a) Under a maintenance guarantee or defect guarantee;

(b) A private road conveyance system;

(c) Released from all required financial guarantees prior to July 7, 1980;

(d) Located within and serving only one single-family residential lot;

(e) Located within and serving a multifamily or commercial site unless the facility is part of an approved shared facility plan;

(f) Located within or associated with a short subdivision or subdivision which handles runoff from an area of which less than two-thirds is designated for detached or townhouse dwelling units located on individual lots unless the facility is part of an approved shared facility plan;

(g) Previously terminated for assumption of maintenance responsibilities by the department in accordance with this chapter; or

(h) Not otherwise accepted by the City for maintenance.

(2) Prior to the issuance of any of the permits for any multifamily or commercial project required to have a flow control or water quality treatment facility, the applicant shall record a declaration of covenant as specified in the Surface Water Design Manual. The restrictions set forth in such covenant shall include, but not be limited to, provisions for notice to the persons holding title to the property of a City determination that maintenance and/or repairs are necessary to the facility and a reasonable time limit in which such work is to be completed.

(a) In the event that the titleholders do not effect such maintenance and/or repairs, the City may perform such work upon due notice. The titleholders are required to reimburse the City for any such work. The restrictions set forth in such covenant shall be included in any instrument of conveyance of the subject property and shall be recorded with the records and licensing services division of King County.

(b) The City may enforce the restrictions set forth in the declaration of covenant provided in the Surface Water Design Manual.

(3) Prior to the issuance of any of the permits and/or approvals for the project or the release of financial guarantees posted to guarantee satisfactory completion, the person or persons holding title to the subject property for which a drainage facility was required shall pay a fee established by the director as set forth in the City resolution to reasonably compensate the City for costs relating to inspection of the facility to ensure that it has been constructed according to plan and applicable specifications and standards.

(4) The duties specified in this section with regard to payment of inspection fees and reimbursement of maintenance costs shall be enforced against the person or persons holding title to the property for which the drainage facility was required.

(5) Where not specifically defined in this section, the responsibility for performance, operation and maintenance of drainage facilities and conveyance systems, both natural and constructed, shall be determined on a case-by-case basis. (Ord. O2011-304 § 1 (Att. A))

13.20.110 Hazards.

Whenever the director determines that any existing construction site, erosion and sedimentation problem and/or drainage facility poses a hazard to life and limb, endangers any

property, and/or adversely affects the condition or capacity of other drainage facilities, the safety and operation of City right-of-way, utilities, and/or other property owned or maintained by the City, the applicant/person to whom the permit was issued pursuant to this chapter, the owner of the property within which the drainage facility is located, the applicant/person responsible for maintenance of the facility, and/or other person or agent in control of said property, upon receipt of notice in writing from the director shall within the period specified therein repair or otherwise address the cause of the hazardous situation in conformance with the requirements of this chapter.

Should the director have reasonable cause to believe that the situation is so adverse as to preclude written notice, the director may take the measures necessary to eliminate the hazardous situation; provided, that the director shall first make a reasonable effort to locate the owner before acting. In such instances the applicant of whom a drainage plan was required pursuant to this chapter, the owner of the property and/or the person responsible for the maintenance of the facility shall be obligated for the payment of all costs incurred. If costs are incurred and a financial guarantee pursuant to this chapter or other City requirement has been posted, the director shall have the authority to collect against the financial guarantee to cover costs incurred. (Ord. O2011-304 § 1 (Att. A))

13.20.120 Administration.

(1) Administration.

(a) The director is authorized to promulgate and adopt administrative rules under the procedures specified in Chapter 2.55 SMC, for the purpose of implementing and enforcing the provisions of this chapter. Adopted administrative rules are available to the public from the department of public works. This includes, but is not limited to, the Surface Water Design Manual.

(b) The director is authorized to develop procedures for applying adopted rules and regulations during the review of permit applications for the development of land. These procedures may also be contained in the Surface Water Design Manual.

(2) Inspections. The director is authorized to make such inspections and take such actions as may be required to enforce the provisions of this chapter.

(3) Right of Entry. Whenever necessary to make an inspection to enforce any of the provisions of this chapter, monitor for proper function of drainage facilities or whenever the director has reasonable cause to believe that violations of this chapter are present or operating on a subject property or portion thereof, the director may enter such premises at all reasonable times to inspect the same or perform any duty imposed upon the director by this chapter; provided, that if such premises or portion thereof is occupied, the director shall first make a reasonable effort to locate the owner or other person having charge or control of the premises or portion thereof and demand entry.

(4) Access. Proper ingress and egress shall be provided to the director to inspect, monitor or perform any duty imposed upon the director by this chapter. The director shall notify the responsible party in writing of failure to comply with this access requirement. Failing to obtain a response within seven days from the receipt of notification, the director may order the work required completed or otherwise address the cause of improper access. The obligation for the payment of all costs that may be incurred or expended by the City in causing such work to be

done shall thereby be imposed on the person holding title to the subject property. (Ord. O2011-304 § 1 (Att. A))

13.20.130 Enforcement.
The City is authorized to enforce the provisions of this chapter, the ordinances and resolutions codified in it, and any rules and regulations promulgated thereunder pursuant to the enforcement and penalty provisions of SMC Title 23. (Ord. O2011-304 § 1 (Att. A))

13.20.140 Implementation, review and revision.
The department may administer a training program for users of the Surface Water Design Manual. The department may also conduct an ongoing research program to evaluate the effectiveness of the requirements in meeting the purpose of this chapter. This research program may examine, but not be limited to, hydrologic and hydraulic analysis methods, stream geomorphologic analysis methods, water quality, best management practices and erosion and sediment control measures. (Ord. O2011-304 § 1 (Att. A))

13.20.150 Severability.
If any provision of this chapter or its application to any person or property is held invalid, the remainder of the chapter or the application of the provision to other persons or property shall not be affected. (Ord. O2011-304 § 1 (Att. A))

Exhibit 1

Exhibit 2

Exh 2 Low Impact Development Codes Update and 2016 King County Surface Water Design Manual and Sammamish Addendum
Response to Council Comments

CM Valderrama: In 2005 there were Special Provisions for our three lakes. I do not see that those Special Provisions have been maintained.

Staff Response: The Special District Overlay SMC 21A.50.355 is maintained and still part of the SMC. Please refer to Ordinance 2013-350 Critical Areas Update. The Surface Water Design Manual and LID Code Update do not propose to revise this code.

CM Malchow: What are the minimum LID requirements?

Staff Response: LID best management practices such as use of infiltration and dispersion are required, at a minimum, to be applied for all new impervious and replaced impervious surfaces unless shown to be infeasible. Cost is no longer an infeasibility criteria.

CM Hornish: Who inspects and reviews building permits? Is there good coordination between Planning and Public Works Departments?

Staff Response: Inspection is completed by both building inspectors and Public Works inspectors. Reviews are routed to planners, plans examiners, and PW development engineer reviewers. For Low Impact Development Best Management Practices such as bioretention systems, PW's stormwater group will provide training on review, inspection, and maintenance of these facilities.

CM Odell: Will the City purchase additional rain gauges?

Staff Response: We will investigate options and plan to purchase additional gauges.

CM Huckabay: I heard an area in Bellevue on W. Lake Sammamish Parkway that may have a high level of naturally occurring phosphorous. Will use of LID and infiltration cause additional phosphorus from soils to leach into Lake Sammamish? Should we limit LID installations near our phosphorus-sensitive lakes if there are similar areas such as those in Bellevue?

Staff Response: Phosphorus is found naturally in all soils. The goal of using LID is to mimic natural stormwater processes to infiltrate and distribute runoff so that there is not a single point of discharge. If LID is feasible, its benefits would include increasing stream base flows, decreasing temperature, decreasing stream erosion from outfalls systems, and decreasing dissolved oxygen – all areas of concern for Lake Sammamish. The Surface Water Design Manual indicates that it is infeasible to locate bioretention in an area of known soil or groundwater contamination. The geotechnical report will address this criteria if it is found that high phosphorus levels on a development site have the potential of reaching phosphorus sensitive lakes. We **DO NOT** recommend that a blanket restriction on using LID near our phosphorus sensitive lakes be established but that we instead review the feasibility of LID implementation through each development site's geotechnical report.

Exhibit 2

CM Keller: The LID Code Update Exhibit 2, Page 38 SMC 21B.25.040 includes the bolded underline language and should be changed since the City Council has included the Town Center as a TDR receiving site. ***21B.25.040 Provisions to obtain additional (bonus) residential density or commercial development capacity.*** *(1) Bonus Residential Dwelling Units. SMC 21B.25.030 identifies the "maximum density" and "allocated density" for each Town Center zone. Projects may obtain additional density by complying with the affordable housing provisions set forth in Chapter 21B.75 SMC, by the incorporation of site amenities subject to TC-D zone residential dwelling unit transfers, and/or through the City's transfer of development rights (TDR) program* ***(subject to the adoption by the City council including the Town Center as a receiving site).*** *Bonus provisions vary by zone…*

Staff Response: This language in SMC 21B.25.040 was unchanged with the LID code update. SMC 21B.25.040 was modified to allow the use of LID as a Design Criteria for Awarding Bonus Commercial and Residential Development Capacity. We do not propose to modify the language cited above since it not LID related. Should the Council want to consider amending SMC 21B.25.040 to address desired changes to the TDR provisions, it should be done as a separate action from amending the LID Codes.

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/7/2016

Originating Department: Public Works

Clearances:

- ☑ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☑ Public Works

Subject: Low Impact Development Code Updates

Action Required: Continue Public Hearing and second reading and adopt the Low Impact Development Codes Update Ordinances

Exhibits:
1. Low Impact Development Codes Update Ordinance
2. Response to Council Comments

Budget: Not Applicable

Summary Statement

Public Works requests that a Public Hearing and First Reading of the Ordinance updating the Sammamish Municipal Code (SMC) Low Impact Development (LID) codes be held and that the Ordinance be adopted.

Updates to the SMC are intended to provide opportunities for development to incorporate LID principles such as minimizing impervious surfaces, minimizing native vegetation loss, and reducing stormwater runoff beyond the minimum LID requirements in the 2016 King County Surface Water Design Manual. Approval of this ordinance by December 31, 2016 will ensure the City remains in compliance with its National Pollutant Discharge Elimination System (NPDES) permit.

Background

On November 1, 2016, the City of Sammamish Planning Commission recommended that the City Council adopt the updates to Sammamish Municipal Code (SMC) Low Impact Development (LID) codes. Staff presented further details and answered questions on the LID code revisions in a City Council Study Session on November 15, 2016.

In order to comply with City's NPDES permit, the City must also review, revise, and make effective local development-related codes to incorporate LID principles that would make them the preferred and commonly-used approach to site development. The revised LID codes accomplishes this requirement provided they are adopted via code amendment by **December 31, 2016.**

Further information on the NPDES Permit can be found at:
http://www.ecy.wa.gov/programs/wq/stormwater/municipal/phaseIIww/wwphiipermit.html

Financial Impact
There is no direct financial impact associated with adoption of the updated SMC LID Codes.

Recommended Actions
Continue the Public Hearing and second reading of the Low Impact Development Codes Update Ordinance and motion to approve the Ordinance adopting the same.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2016 -___

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, RELATING TO LOW IMPACT DEVELOPMENT IN THE CITY; AMENDING CHAPTER 21A.85 AND SECTIONS 16.15.020, 21A.15.112, 21A.15.625, 21A.15.731, 21A.25.030, 21A.15.190, 21A.30.030 21A.30.140; 21A.35.055, 21A.35.060, 21A.35.070; 21A.40.120, 21B.15.080, 21B.15.230, 21B.15.310, 21B.25.040; 21B.30.040, 21B.30.050, 21B.30.070, 21B.30.160, 21B.30.170, 21B.35.220, 21B.85.030 AND 21B.85.040 OF THE SAMMAMISH MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Federal Clean Water Act requires that states assess water quality status within the state, and the Washington State Department of Ecology ("Ecology") accordingly maintains a list of waters for which beneficial uses—such as drinking, recreation, aquatic habitat and industrial uses—are impaired by pollution (the "303(d) List"); and

WHEREAS, Ecology estimates that approximately one-third of polluted waters on the 303(d) List are degraded because of stormwater runoff; and

WHEREAS, the City of Sammamish ("City") is home to three lakes on the 303(d) List, as well as other environmentally sensitive areas such as wetlands, streams and creeks; and

WHEREAS, the City is also home to spawning creeks for kokanee salmon, which have been petitioned to become a threatened species under the U.S. Endangered Species Act, and scientists have cited loss of habitat due to development and stormwater runoff as factors that have contributed to declining salmon populations; and

WHEREAS, state and local storm management tools, including low impact development (LID) regulations, can help address pollution and other critical environmental issues in Puget Sound cities; and

WHEREAS, comprehensive application of LID practices is necessary to reduce the hydrologic changes and pollutant loads to surface and ground waters; and

WHEREAS, the City's National Pollutant Discharge Elimination System (NPDES) Phase II Permit issued by Ecology requires that the City review its LID regulations to ensure compliance with the permit conditions; and

WHEREAS, in compliance with the City's NPDES Phase II Permit, the City has adopted the 2016 King County Surface Water Design Manual, and the Sammamish Addendum thereto, which include LID requirements for development projects within the City; and

WHEREAS, City staff have identified amendments to the City Code which are necessary to ensure the City's development regulations are consistent with both the NPDES permit requirements and the recently adopted Surface Water Design Manual (the "Proposed LID Amendments"); and

WHEREAS, on October 27, 2016, a copy of the Proposed LID Amendments was transmitted to the Washington State Department of Commerce ("Commerce") in accordance with RCW 36.70A.106, and Commerce granted expedited review on November 7, 2016; and

WHEREAS, on November 9, 2016, a Determination of Non-Significance was issued for the Proposed LID Amendments in accordance with the State Environmental Policy Act (Chapter 43.21C RCW) and sent to required state agencies and interested parties; and

WHEREAS, the public process for the proposed amendments has provided for continuous public participation and at open houses and stakeholder meetings from July through December 2016; and

WHEREAS, on September 15, 2016, the Planning Commission held a public hearing to receive public testimony regarding the Proposed LID Amendments; and

WHEREAS, the Planning Commission considered the Proposed LID Amendments and a regular meeting thereof on October 27, 2016, and recommended adoption of the same; and

WHEREAS, the City Council held a public hearing on the Proposed LID Amendments on December 6, 2016 and December 13, 2016, and has considered all public comment and the Planning Commission recommendation regarding the Proposed LID Amendments; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. SMC 16.15.020, Definitions, Amended. Sammamish Municipal Code Section 16.15.020, "Definitions," is hereby amended to read as set forth in **Attachment A**, which is incorporated herein by this reference.

Section 2. Amendments to Chapter 21A.15 SMC, Technical Terms and Land Use Definitions,. The following sections of Sammamish Municipal Code Chapter 21A.15, "Technical Terms and Land Use Definitions," are hereby amended to read as set forth in **Attachment B**, which is incorporated herein by this reference:

SMC 21A.15.112	Bioretention
SMC 21A.15.625	Impervious surface
SMC 21A.15.731	Low impact development

Section 3. Amendments to Chapter 21A.25 SMC, Development Standards - Density and Dimensions. The following sections of Sammamish Municipal Code Chapter 21A.25, "Development Standards - Density and Dimensions," are hereby amended to read as set forth in **Attachment C**, which is incorporated herein by this reference:

SMC 21A.25.030	Densities and dimensions - Residential zones
SMC 21A.25.190	Setbacks - Projections and structures allowed

Section 4. Amendments to Chapter 21A.30 SMC, Development Standards - Design Requirements. The following sections of Sammamish Municipal Code Chapter 21A.30, "Development Standards - Design Requirements," are hereby amended to read as set forth in **Attachment D**, which is incorporated herein by this reference:

SMC 21A.30.030	Lot segregations - Clustered development
SMC 21A.30.140	On-site recreation - Space required

Section 5. Amendments to Chapter 21A.35 SMC, Development Standards - Landscaping and Irrigation. The following sections of Sammamish Municipal Code Chapter 21A.35, "Development Standards - Landscaping and Irrigation," are hereby amended to read as set forth in **Attachment E**, which is incorporated herein by this reference:

SMC 21A.35.055	Landscaping - Drainage facilities
SMC 21A.35.060	Landscaping - Surface parking areas
SMC 21A.35.070	Landscaping - General standards for all landscape areas

Section 6. SMC 21A.40.120, Off-street Parking Construction Standards, Amended. Sammamish Municipal Code Section 21A.40.120, "Off-street parking construction standards," is hereby amended to read as set forth in **Attachment F**, which is incorporated herein by this reference.

Section 7. Chapter 21A.85 SMC, Low Impact Development, Amended. Chapter 21A.85 SMC, "Low Impact Development," is hereby amended to read as set forth in **Attachment G**, which is incorporated herein by this reference.

Section 8. Amendments to Chapter 21B.15 SMC, Technical Terms and Land Use Definitions. The following sections of Sammamish Municipal Code Chapter 21B.15, "Technical Terms and Land Use Definitions," are hereby amended to read as set forth in **Attachment H**, which is incorporated herein by this reference:

SMC 21B.15.080	Clustered development
SMC 21B.15.230	Low impact development
SMC 21B.15.310	Rain garden

Section 9. SMC 21B.25.040, Provisions to Obtain Additional (Bonus) Residential Density or Commercial Development Capacity, Amended. Sammamish Municipal Code Section 21B.25.040, "Provisions to obtain additional (bonus) residential density or commercial development

capacity," is hereby amended to read as set forth in **Attachment I**, which is incorporated herein by this reference.

Section 10. Amendments to Chapter 21B.30 SMC, Development Standards - Design Requirements. The following sections of Sammamish Municipal Code Chapter 21B.30, "Development Standards - Design Requirements," are hereby amended to read as set forth in **Attachment J**, which is incorporated herein by this reference:

SMC 21B.30.040	Site planning - Street layout
SMC 21B.30.050	Site planning - Multiple building/large
SMC 21B.30.070	Site planning - Internal vehicular circulation
SMC 21B.30.160	Site design elements - Open space design
SMC 21B.30.170	Site design elements - Trail corridors

Section 11. SMC 21B.35.220, Tree Replacement and Enforcement, Amended. Sammamish Municipal Code Section 21B.35.220, "Tree replacement and enforcement," is hereby amended to read as set forth in **Attachment K**, which is incorporated herein by this reference.

Section 12. Amendments to Chapter SMC 21B.85, Interim Stormwater Standards. The following sections of Sammamish Municipal Code Chapter 21B.85, "Interim Stormwater Standards," are hereby amended to read as set forth in **Attachment L**, which is incorporated herein by this reference:

SMC 21B.85.030	Town Center stormwater standards adopted
SMC 21B.85.040	Review and Appeal

Section 13. Interpretation. The City Council authorizes the applicable director to administratively interpret these provisions as necessary to implement the intent of the City Council.

Section 14. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 15. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force on January 1, 2017.

ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE ____ DAY OF_____, 2016.

CITY OF SAMMAMISH

_____
_ Mayor Donald J. Gerend, Mayor

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Filed with the City Clerk:	
Public Hearing:	September 15, 2016
First Reading:	December 6, 2016
Public Hearing:	December, 6, 2016
Public Hearing:	December 13, 2016
Passed by the City Council:	
Date of Publication:	
Effective Date:	January 1, 2017

Exhibit 1

Exhibit 1

Attachment A

Attachment A

Chapter 16.15

CLEARING AND GRADING

Sections:
[…]
16.15.020 Definitions.
[…]

[…]

16.15.020 Definitions.
Certain words and phrases used in this chapter, unless otherwise clearly indicated by their context, mean as follows:

(1) "Applicant" is a property owner or a public agency or public or private utility that owns a right-of-way or other easement or has been adjudicated the right to such an easement pursuant to RCW 8.12.090, or any person or entity designated or named in writing by the property or easement owner to be the applicant, in an application for a development proposal, permit, or approval.

(2) "Bench" is a relatively level step excavated or constructed on the face of a graded slope surface for drainage and maintenance purposes.

(3) "Berm" is a mound or raised area used for the purpose of screening a site or operation.

(4) "Civil engineer" means a professional engineer registered in the state of Washington to practice in the field of civil works.

(5) "Clearing" means the cutting or removal of vegetation or other organic plant material by physical, mechanical, chemical, or any other means.

(6) "Compaction" is the densification, settlement or parking of soil in such a way that permeability of the soil is reduced. Compaction may also refer to the densification of a fill by mechanical means.

(7) "Cutting" is the severing of the main trunk or stems from close to or at the soil surface or at a point up to 25 percent of the total vegetation height.

(8) "Director" means the director of the department of community development.

(9) "DBH" means the diameter of a tree as measured from breast height (54 inches above the ground).

(10) "Earth material" is any rock, natural soil, or any combination thereof.

(11) "Erosion" is the wearing away of the ground surface as the result of the movement of wind, water and/or ice.

(12) “Excavation” is the removal of earth material.

(13) “Fill” is a deposit of earth material placed by mechanical means.

(14) “Grade” means the elevation of the ground surface.

(a) “Existing grade” is the grade prior to grading.

(b) “Rough grade” is the stage at which the grade approximately conforms to the approved plan as required in SMC 16.15.070.

(c) “Finish grade” is the final grade of the site that conforms to the approved plan as required in SMC 16.15.070.

(15) “Grading” is any excavating, filling, removing of the duff layer, or combination thereof.

(16) “Grading and clearing permit” means the permit required by this chapter for grading and clearing activities, including temporary permits.

(17) “Pruning” means cutting or removal of branches and leaving at least two-thirds of the existing tree branch structure. Topping and removal of more than one-third of the existing limbs shall only be permitted under the supervision of a certified arborist.

(18) “Reclamation” means the final grading and land restoration of a site.

(19) “Shorelines” means those lands defined as shorelines in the State Shorelines Management Act of 1971.

(20) “Site” is any lot or parcel of land or contiguous combination thereof where projects covered by this chapter are performed or permitted where a public street or way may intervene.

(21) “Slope” is an inclined ground surface, the inclination of which is expressed as a ratio of vertical distance to horizontal distance.

(22) “Soil engineer” means a person who has earned a degree in geology from an accredited college or university, or a person who has equivalent educational training and has experience as a practicing geologist.

(23) “Structure” is that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts jointed together in some definite manner.

(24) “Terrace” is a relatively level step excavated or constructed on the face of a graded slope surface for drainage and maintenance purposes.

(25) “Tidelands” means that portion of the land that is covered and uncovered by the ebb and flood tide.

(26) “Tree” is a large woody perennial plant usually with a single main stem or trunk and generally over 25 feet tall at maturity.

(27) “Understory” is the vegetation layer of a forest that includes shrubs, herbs, grasses, and grass-like plants, but excludes native trees.

Exhibit 1

(28) “Vegetation” means any and all organic plant life growing at, below, or above the soil surface. (Ord. O2005-193 § 2, 2005; Ord. O2004-149 § 1; Ord. O2003-132 § 2)

Exhibit 1

Attachment B

CHAPTER 21A.15

TECHNICAL TERMS AND LAND USE DEFINITIONS

Sections:
[…]
21A.15.112 Bioretention.
[…]
21A.15.625 Impervious surface.
[…]
21A.15.731 Low impact development.
[…]

[…]

21A.15.112 Bioretention.
"Bioretention" means a ~~stormwater~~flow control best management practice consisting of a shallow landscaped depression designed to temporarily store and promote infiltration of stormwater runoff. Standards for bioretention design, including soil mix, plants, storage volume and feasibility criteria, are specified in Appendix C of the King County Surface Water Design Manual.~~excavated or otherwise formed depressions in the landscape that provide for storage, treatment, and infiltration of stormwater runoff~~. ~~(Ord. O2008-236 § 1)~~

[…]

21A.15.625 Impervious surface.
"Impervious surface," for purposes of this title, means a hard surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions before development; or that causes water to run off the surface in greater quantities or at an increased rate of flow compared to the flow present under natural conditions prior to development .~~means any nonvertical surface artificially covered or hardened so as to prevent or impede the percolation of water into the soil mantle at natural infiltration rates. Common impervious surfaces include,including, but are not limited to, roofs, swimming pools, and areas that are paved, graveled or made of packed or oiled earthen materials such as roads, walkways, or parking areas and excluding landscaping, surface water flow control, and water quality treatment facilities, access easements serving neighboring property and driveways to the extent that they extend beyond the street setback due to location within an access panhandle or due to the application of requirements to site features over which the applicant has no control. (Ord. O2003-132 § 10)~~

[…]

21A.15.731 Low impact development.
"Low impact development" (LID) is a stormwater and land ~~development~~ use management strategy that strives to mimic pre-disturbance hydrological processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and

distributed stormwater management practices that are integrated into a project design. ~~applied at the parcel and subdivision scale that emphasizes minimizing soil disturbance, conserving on-site natural features, site planning, adding vegetation, using pervious surfaces, minimizing impervious surfaces, and integrating all of these elements with engineered, small-scale hydrologic controls in order to mimic pre-development hydrologic functions. (Ord. O2008-236 § 1)~~

Exhibit 1

Attachment C

Chapter 21A.25

DEVELOPMENT STANDARDS – DENSITY AND DIMENSIONS

Sections:
[…]
21A.25.030 Densities and dimensions – Residential zones.
21A.25.040 Densities and dimensions – Commercial zones.
[…]
21A.25.190 Setbacks – Projections and structures allowed.
[…]

[…]

21A.25.030 Densities and dimensions – Residential zones.
A. Residential Zones.

	ZONES	**RESIDENTIAL**					
		URBAN RESIDENTIAL					
STANDARDS		**R-1(13)**	**R-4**	**R-6**	**R-8**	**R-12**	**R-18**
Maximum Density DU/Acre (11)		1 du/ac	4 du/ac (5)	6 du/ac	8 du/ac	12 du/ac	18 du/ac
Minimum Density (2)					85% (14)	80% (14)	75% (14)
Minimum Lot Width		35 ft (7)	30 ft	30 ft	30 ft	30 ft	30 ft
Minimum Street Setback		20 ft (6)	10 ft (7) (16)	10 ft (7) (16)	10 ft (7) (8)	10 ft (7)	10 ft (7)
Minimum Interior Setback (2)(12)		5 ft (7)	5 / 7 / 15 ft (17)	5 / 7 / 15 ft (17)	5 ft	5 ft	5 ft
Base Height (3)(15)		35 ft	35 ft	35 ft 45 ft (10)	35 ft 45 ft (10)	60 ft	60 ft 80 ft (10)
Maximum Impervious Surface: Percentage (4)		30% (9)			75%	85%	85%
Minimum Yard Area (18)			45%	35%			
Lot Coverage (19)			40%	50%			

Exhibit 1

1. Also see SMC 21A.25.060.

2. These standards may be modified under the provisions for zero lot line and townhouse developments.

3. Height limits may be increased when portions of the structure which exceed the base height limit provide one additional foot of street and interior setback for each foot above the base height limit, provided the maximum height may not exceed 75 feet. Netting or fencing and support structures for the netting or fencing used to contain golf balls in the operation of golf courses or golf driving ranges are exempt from the additional interior setback requirements; provided, that the maximum height shall not exceed 75 feet.

4. Applies to each individual lot. Impervious surface area standards for:

a. Regional uses shall be established at the time of permit review;

b. Nonresidential uses in residential zones shall comply with SMC 21A.25.130;

c. Lot may be increased beyond the total amount permitted in this chapter subject to approval of a conditional use permit.

5. Mobile home parks shall be allowed a base density of six dwelling units per acre.

6. The standards of the R-4 zone shall apply if a lot is less than 15,000 square feet in area.

7. At least 20 linear feet of driveway shall be provided between any garage, carport or other fenced parking area and the street property line. The linear distance shall be measured along the center line of the driveway from the access point to such garage, carport or fenced area to the street property line.

8. a. For developments consisting of three or more single-detached dwellings located on a single parcel, the setback shall be 10 feet along any property line abutting R-1 through R-8, except for structures in on-site play areas required in SMC 21A.30.160, which shall have a setback of five feet.

b. For townhouse and apartment development, the setback shall be 20 feet along any property line abutting R-1 through R-8, except for structures in on-site play areas required in SMC 21A.30.160, which shall have a setback of five feet, unless the townhouse or apartment development is adjacent to property upon which an existing townhouse or apartment development is located.

9. Lots smaller than one-half acre in area shall comply with standards of the nearest comparable R-4 through R-8 zone. For lots that are one-half acre in area or larger, the impervious surface area allowed shall be 10,000 square feet or 30 percent of the property, whichever is greater. On any lot over one acre in area, an additional five percent of the lot area may be used for buildings related to agricultural or forestry practices. For lots smaller than two acres but larger than one-half acre, an additional 10 percent of the lot area may be used for structures which are determined to be medically necessary, provided the applicant submits with the permit application a notarized affidavit, conforming with the requirements of SMC 21A.70.170(1)(b). Public projects shall be subject to the applicable impervious surface provisions of the R-4 zone.

10. The base height to be used only for projects as follows:

a. In R-6 and R-8 zones, a building with a footprint built on slopes exceeding a 15 percent finished grade; and

b. In the R-18 zone using residential density incentives and transfer of density credits pursuant to this title.

11. Density applies only to dwelling units and not to sleeping units.

12. Vehicle access points from garages, carports or fenced parking areas shall be set back from the property line on which a joint use driveway is located to provide a straight line length of at least 26 feet as measured from the center line of the garage, carport or fenced parking area, from the access point to the opposite side of the joint use driveway.

13. All subdivisions and short subdivisions in the R-1 zone shall be required to be clustered away from critical areas or the axis of designated corridors such as urban separators or the wildlife habitat network to the extent possible and a permanent open space tract that includes at least 50 percent of the site shall be created. Open space tracts shall meet the provisions of SMC 21A.30.030.

14. See SMC 21A.25.090.

15. Subject to the increase in maximum height permitted pursuant to SMC 21A.85~~.070~~, ~~preferred~~ low impact development incentives, and SMC 21A.30.020.

16. Thirty percent of the area contained within the street setback shall be landscaped. ~~and~~ This part of the street setback area may be used to comply with the minimum ~~pervious~~ yard ~~surface~~ area percentage.

17. Lots with three or more interior lot lines shall provide a combination of five-foot, seven-foot, and 15-foot interior setbacks. Lots with two interior lot lines shall provide a combination of two interior setback widths. For example, a lot with two interior lot lines could provide a five-foot and a seven-foot interior setback from interior lot lines.

18. For the purposes of this section, “yard” is any surface area that is not structured or hardened. Yard areas may be landscaped, contain uncovered decks of less than 18 inches above grade, and artificial turf, but do not include areas covered by pervious concrete or other similar materials.

19. The maximum lot coverage may be increased by five percentile points once, if a covered outdoor living space or an accessory dwelling unit is built on site. For the purposes of this section, a covered outdoor living space includes any structure with a roof that is not fully enclosed by walls. (Ord. O2016-407 § 1 (Att. A); Ord. O2010-279 § 1 (Att. A); Ord. O2009-249 § 1; Ord. O2008-236 § 1; Ord. O2004-143 § 1; Ord. O2003-132 § 12)

21A.25.040 Densities and dimensions – Commercial zones.
A. Commercial Zones.

Exhibit 1

	ZONES	COMMERCIAL		
		NEIGHBORHOOD BUSINESS	COMMUNITY BUSINESS	OFFICE
STANDARDS		**NB**	**CB**	**O**
Maximum Density DU/Acre		8 du/ac (1)	18 du/ac (1)	18 du/ac (1)
Minimum Lot Area				
Maximum Lot Depth/Width Ratio			10 ft	10 ft
Minimum Street Setback		10 ft (2)	10 ft (2)	10 ft
Minimum Interior Setback (4)		20 ft (5)	20 ft (5)	20 ft (5)
Base Height (7)		35 ft 45 ft (3)	35 ft 60 ft (3)	45 ft 60 ft (3)
Maximum Floor/Lot Ratio: Square Feet		1/1 (6)	1.5/1 (6)	2.5/1 (6)
Maximum Impervious Surface: Percentage (8)(9)		85%	85%	75%

B. Development Conditions.

1. These densities are allowed only through the application of mixed use development standards and for stand-alone townhouse development in the NB zone on property designated commercial outside of center in the urban area.

2. Gas station pump islands shall be placed no closer than 25 feet to street front lines.

3. This base height allowed only for mixed use developments and for stand-alone townhouse development in the NB zone on property designated commercial outside of center in the urban area.

4. Required on property lines adjoining residential zones.

5. Required on property lines adjoining residential zones for industrial uses established by conditional use permits.

6. The floor/lot ratio for mixed use developments shall conform to Chapter 21A.30 SMC.

7. Height limits may be increased when portions of the structure or building which exceed the base height limit provide one additional foot of street and interior setback for each foot above the base height limit, provided the maximum height may exceed 75 feet only in mixed use developments. Netting or fencing and support structures for the netting or fencing used to contain golf balls in the operation of

golf courses or golf driving ranges are exempt from the additional interior setback requirement; provided, that the maximum height shall not exceed 75 feet.

8. The impervious surface area for any lot may be increased beyond the total amount permitted in this chapter subject to approval of a conditional use permit.

9. Subject to the increase in maximum height permitted pursuant to SMC 21A.30.020 and 21A.85.070, preferred low impact development incentives. (Ord. O2009-249 § 1; Ord. O2008-236 § 1; Ord. O2003-132 § 12)

[…]

21A.25.190 Setbacks – Projections and structures allowed.
Provided that the required setbacks from regional utility corridors of SMC 21A.25.160, as allowed in the environmentally critical areas of SMC 21A.50.210, the adjoining half-street or designated arterial setbacks of SMC 21A.25.180 and the sight distance requirements of SMC 21A.25.220 are maintained, structures may extend into or be located in required setbacks, as follows:

(1) Fireplace structures, bay or garden windows, enclosed stair landings, closets, or similar structures may project 30 inches into a street setback and 18 inches into an interior setback, provided such projections are:

(a) Limited to two per facade; and

(b) Not wider than 10 feet;

(2) Uncovered porches and decks that exceed 18 inches above the finished grade may project five feet into the street setback;

(3) Uncovered porches and decks not exceeding 18 inches above the finished grade may project to the street property line;

(4) Eaves may not project more than:

(a) Twenty-four inches into a street setback; or

(b) Eighteen inches across a lot line in a zero lot line development, provided there are appropriate easements and that any neighboring building and its associated eaves are 10 feet from the lot line; or

(c) Eighteen inches into an interior setback;

(5) Fences with a height of six feet or less may project into or be located in any setback;

(6) Rockeries, retaining walls and curbs may project into or be located in any setback provided these structures:

(a) Do not exceed a height of six feet in the R-1 through R-18 zones; and

(b) Do not exceed the building height for the zone in commercial zones, measured in accordance with the standards established in the International Building Code, SMC Title 16;

(c) Are in accordance with the requirements in Chapter 21A.50 SMC, Environmentally Critical Areas;

(7) Fences located on top of rockeries, retaining walls or berms are subject to the requirements of SMC 21A.30.190;

(8) Telephone poles and lines; power poles and lines; cable TV and Internet lines; light and flagpoles; trellises not exceeding eight feet in height, not wider than 10 feet; culverts; underground water facilities; underground sewer facilities; and accessory facilities for the provision of utilities, such as drains, but excluding electrical and cellular equipment cabinets, and similar utility boxes and vaults;

(9) The following may project into or be located within a setback, but may only project into or be located within an interior setback area if an agreement documenting consent between the owners of record of the abutting properties is recorded with the King County department of records and elections prior to the installment or construction of the structure:

(a) Sprinkler systems, heat pumps, air conditioning units, electrical and cellular equipment cabinets and other similar utility boxes and vaults;

(b) Security system access controls;

(c) Structures, except for buildings, associated with trails and on-site recreation spaces and play areas required in SMC 21A.30.140 and 21A.30.160 such as benches, picnic tables and drinking fountains; and

(d) Surface water management facilities as required by Chapter 9.04 KCC as adopted by Chapter 15.05 SMC;

(10) Mailboxes and newspaper boxes may project into or be located within street setbacks;

(11) Fire hydrants and associated appendages;

(12) Metro bus shelters may be located within street setbacks;

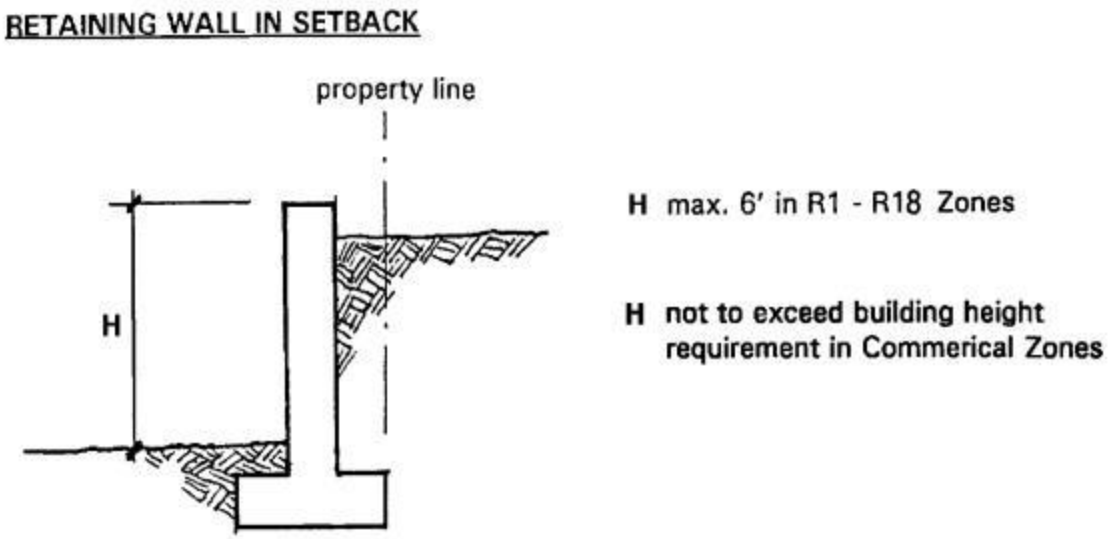
(13) Unless otherwise allowed in SMC 21A.45.080, freestanding and monument signs four feet or less in height, with a maximum sign area of 20 square feet may project into or be located within street setbacks; and

(14) Storm water vaults, structures, and conveyance systems ~~and control facilities~~, both above and below ground, provided such projections are:

(a) Consistent with setback, easement and access requirements specified in the current ~~s~~Surface ~~w~~Water ~~d~~Design ~~m~~Manual; or

(b) In the absence of said specifications, not within ~~five~~ ten feet of the property line for stormwater vaults and structures, and not within five feet of the property line for conveyance systems~~.~~

Exhibit 1



(Ord. O2009-249 § 1; Ord. O2005-171 §§ 3, 4; Ord. O2004-143 § 1; Ord. O2003-132 § 12)

[…]

Exhibit 1

Attachment D

Chapter 21A.30

DEVELOPMENT STANDARDS – DESIGN REQUIREMENTS

Sections:
[…]
21A.30.030 Lot segregations – Clustered development.
[…]
21A.30.140 On-site recreation – Space required.
[…]

[…]

21A.30.030 Lot segregations – Clustered development.
When residential lot clustering is proposed, the following provisions shall be met:

(1) Any open space resulting from lot clustering should be located where existing stands of native vegetation exist and shall not be altered or disturbed except as specified on recorded documents creating the open space. Such open spaces may be retained under ownership by the subdivider, conveyed to residents of the development, or conveyed to a third party. When access to the open space is provided, the access shall be located in a separate tract; and

(2) In the R-1 zone, open space tracts created by clustering required by SMC 21A.25.030 shall be located and configured to create urban separators and greenbelts as required by the interim comprehensive plan, to connect and increase protective buffers for environmentally sensitive areas as defined in SMC 21A.15.1065, to connect and protect wildlife habitat corridors designated by the interim comprehensive plan, and to connect existing or planned public parks or trails. The City may require open space tracts created under this subsection to be dedicated to the City, an appropriate managing public agency, or qualifying private entity such as a nature conservancy. (Ord. O99-29 § 1)

[…]

21A.30.140 On-site recreation – Space required.
(1) All single-family, multifamily and townhouse developments of more than four units, and mixed use developments of more than four units, shall provide recreation space excluding environmentally sensitive areas as defined by Chapter 21A.50 SMC for leisure, play or sport activities as follows:

(a) Residential developments at a density of eight units or less per acre: 390 square feet per unit;

(b) Attached residential developments at a density of greater than eight units per acre, and mixed use:

(i) Studio and one bedroom: 90 square feet per unit;

(ii) Two bedroom: 130 square feet per unit; and

(iii) Three or more bedroom: 170 square feet per unit.

(2) Any recreation space located outdoors shall:

(a) Be of a grade and surface suitable for recreation;

(b) Be on the site of the proposed development;

(c) Have no dimensions less than 20 feet (except trail segments);

(d) When the required open space is less than 5,000 square feet, the required open space shall be located in a single area or tract;

(e) When the required open space exceeds 5,000 square feet:

(i) The space shall have a street roadway or parking area frontage along 10 percent or more of the recreation space perimeter (except trail segments);

(ii) A minimum of 60 percent of the required open space shall be located in a single area or tract;

(iii) At least one area or tract shall contain a minimum of 5,000 square feet;

(f) Be accessible and convenient to all residents within the development; and

(g) Be accessible by trail or walkway to any existing or planned community park, public open space or trail system, which may be located on adjoining property.

(3) Indoor recreation areas may be credited towards the total recreation space requirement, when the City determines that such areas are located, designed and improved in a manner that provides recreational opportunities functionally equivalent to those recreational opportunities available outdoors. For senior citizen assisted housing, indoor recreation areas need not be functionally equivalent but may include social areas, game and craft rooms, and other multi-purpose entertainment and education areas.

(4) Storm water runoff tracts may be credited for up to ~~50~~ 100 percent of the on-site recreation space requirement, subject to the following criteria, which are intended to create ponds that are more natural in shape and appearance; provide opportunities for passive or active recreation, wildlife viewing and educational opportunities; or to create more visual interest:

(a) The storm water runoff tract is dedicated or reserved as a part of a recreation space tract;

(b) To earn a 50% credit towards the on-site recreation space requirement, the detention pond shall be constructed to meet the following conditions:

(i) Side slopes shall not exceed 33 percent unless they are existing, natural, or covered with vegetation and meet the design criteria in the Surface Water Design Manual for side slopes.

(ii) A bypass system or an emergency overflow pathway shall be designed to handle flow exceeding the facility design and located so that it does not pass through active recreation areas or present a safety hazard.

a. (iii) The area surrounding the stormwater pond above the live storage shall be landscaped in a manner to enhance passive recreational opportunities such as , including a trail or pathway around the pond perimeter.

(ivThe stormwater pond shall be designed so that it does not require fencing per the fencing requirements in Chapter 5 of 2016 KCSWDM (page 5-6).

(iv) Split rail fencing (3 ft. minimum height) is required around the pond at the emergency overflow elevation of the pond or higher. Wire mesh backing of the fence is encouraged, but not required.

(c) To receive a 100% credit, the stormwater pond must meet all the additional requirements in criteria (b) above, and provide twothree or more of the following amenities;

(i) Provide seating using walls, benches and/or tables and chairs that view the stormwater system.

(ii) Create overlook or destination points with views of the stormwater pondsystem.

(iii) Provide vertical planes (using stairs, platforms, etc.) that allow stormwater to be interacted with and viewed from different levels.

(iv) Provide interpretive signage describing the stormwater feature, or the landscape features (such as highlighting the pollinator benefits of plantings incorporated into the stormwater tract).

(v) Stack horizontal and vertical planes to create features such as pools and waterfalls.

(vi) Provide a fountain feature near the pond center.

(vii) Provide at least one fitness station located near the pond accessible via a trail or pathway.

(cd) In the case of joint use of the tract for storm water facilities and recreation space, the City shall be responsible for maintenance of the storm water facilities only and will require an access easement for that purpose. (Ord. O2004-154 § 1; Ord. O99-29 § 1)

[…]

Exhibit 1

Attachment E

Chapter 21A.35

DEVELOPMENT STANDARDS – LANDSCAPING AND IRRIGATION

Sections:
[…]
21A.35.055 Landscaping – Drainage facilities.
21A.35.060 Landscaping – Surface parking areas.
21A.35.070 Landscaping – General standards for all landscape areas.
[…]

[…]

21A.35.055 Landscaping – Drainage facilities.
The ~~optional~~ landscaping requirements established for detention facilities in the Sammamish Addendum to the King County Surface Water Design Manual~~, Section 5.3.1,~~ are hereby adopted by reference and shall be mandatory for all drainage facilities not located entirely underground. The department shall review and approve proposed landscaping plans subject to the following:

(1) Revisions to plans or additional landscaping requirements may be required to ensure that the proposed landscaping provides an effective screen and an enhancement to the overall appearance of the facility.

(2) Trails or walkways ~~may~~ shall be incorporated into the landscaping plan.

(3) Ten feet of Type I landscaping consisting of 100 percent evergreen trees and shrubs shall be required for that portion of the perimeter of detention facilities where the slope of the detention ~~facilities~~ facility exceeds 3H:1V.~~directly abut public right-of-way, public access or can be seen from a public or private street or does not abut designated open space or environmentally sensitive areas.~~ (Ord. O2005-175 § 1; Ord. O2004-155 § 1)

21A.35.060 Landscaping – Surface parking areas.
Parking area landscaping shall be provided within surface parking areas with 10 or more parking stalls for the purpose of providing shade and diminishing the visual impacts of large paved areas as follows:

(1) Residential developments with common parking areas shall provide planting areas at the rate of 20 square feet per parking stall;

(2) Commercial, industrial, or institutional developments shall provide landscaping at a rate of:

(a) Twenty square feet per parking stall when 10 to 30 parking stalls are provided; and

(b) Twenty-five square feet per parking stall when 31 or more parking stalls are provided;

(3) Trees shall be provided and distributed throughout the parking area at a rate of:

(a) One tree for every five parking stalls for a commercial or industrial development; and

(b) One tree for every 10 parking stalls for residential or institutional development;

(4) The maximum distance between any parking stall and landscaping shall be no more than 100 feet;

(5) Permanent curbs or structural barriers shall be provided to protect the plantings from vehicle overhang; and

(6) Parking area landscaping shall consist of:

(a) Canopy-type deciduous trees, evergreen trees, evergreen shrubs and groundcovers planted in islands or strips;

(b) Shrubs that do not exceed a maintained height of 42 inches;

(c) Plantings contained in planting islands or strips having an area of at least 100 square feet and with a narrow dimension of no less than five feet;

(d) Groundcover pursuant to SMC 21A.35.080; ~~and~~

(e) At least 70 percent of trees are deciduous~~.~~;

(f) Vegetated areas within parking area landscaping that function as bioretention for the treatment of stormwater runoff may differ from the standards in (a) through (e) of this section provided they consist of the following:

(i) Trees, shrubs, perennials and groundcovers tolerant of summer drought, ponding fluctuations and saturated soil conditions for prolonged lengths of time anticipated by the facility design and hydrologic conditions.

(ii) Plants should be tolerant of typical pollutants from surrounding surfaces, such as petroleum hydrocarbons, dissolved metals, and fertilizers.

(iii) Plantings should consist of native plant types; at least 15 percent of the plant palette shall be evergreen. Planting and grading for drainage features should be designed to be integrated aesthetically with the surrounding landscape and urban design elements.

(iv) Visual buffering, sight distances and setbacks should be considered for landscaping adjacent to roadways.

(v) The planting and bioretention soil media shall consist of a bioretention soil mix in accordance with the January 2009 WSU Pierce County Extension "Bioretention Soil Mix Review and Recommendations for Western Washington," or equivalent.

(vi) No plants that are included ~~i~~on the King County noxious weed list. (Ord. O99-29 § 1)

21A.35.070 Landscaping – General standards for all landscape areas.
All new landscape areas proposed for a development shall be subject to the following provisions:

(1) Berms shall not exceed a slope of two horizontal feet to one vertical foot (2:1).

(2) All new turf areas, except all-weather, sand-based athletic fields shall:

Exhibit 1

(a) Be augmented with a two-inch layer of stabilized compost material or a four-inch layer of organic material with a minimum of eight percent organic material cultivated a minimum of six inches deep; or

(b) Have an existing organic content of eight percent or more to a depth of six inches as shown in a soil sample analysis. The soil analysis shall include:

(i) Determination of soil texture, indicating percentage of organic matter;

(ii) An approximated soil infiltration rate (either measured or derived from soil/texture/infiltration rate tables). A range of infiltration rates shall be noted where appropriate; and

(iii) Measure pH value.

(3) Landscape areas, except turf or areas of established groundcover, shall be covered with at least two inches of City-approved mulch to minimize evaporation.

(4) Plants having similar water use characteristics shall be grouped together in distinct hydrozones.

(5) Plant selection shall consider adaptability to climatic, geologic, and topographical conditions of the site. Preservation of existing vegetation ~~is~~ meeting the requirements of this chapter is required where feasible~~encouraged~~. (Ord. O2009-249 § 1; Ord. O99-29 § 1)

Exhibit 1

Attachment F

Chapter 21A.40

DEVELOPMENT STANDARDS – PARKING AND CIRCULATION

Sections:
[…]
21A.40.120 Off-street parking construction standards.
[…]

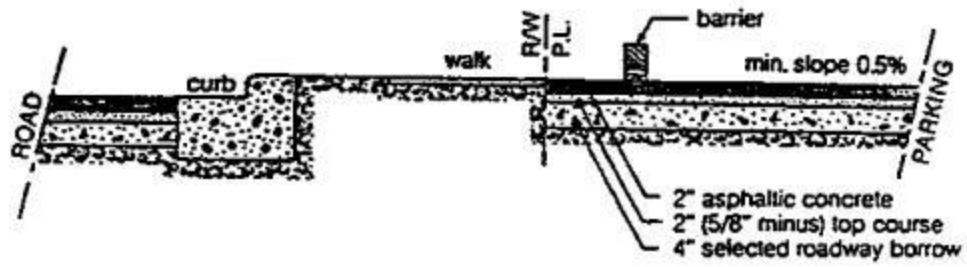
[…]

21A.40.120 Off-street parking construction standards.
(1) Off-street parking areas shall have dust-free, all-weather surfacing. Typical approved sections are illustrated below. Frequently used (at least five days a week) off-street parking areas shall conform to the standards shown in A below or an approved equivalent. If the parking area is to be used more than 30 days per year but less than five days a week, then the standards to be used shall conform to the standards shown in B below or an approved equivalent. An exception to these surfacing requirements may be made for certain uses that require intermittent use of their parking facilities less than 30 days per year, and for permeable pavement, when constructed to the design specifications in the Surface Water Design Manual. Any surface treatment other than these exceptions and those graphically illustrated below must be approved by the director.

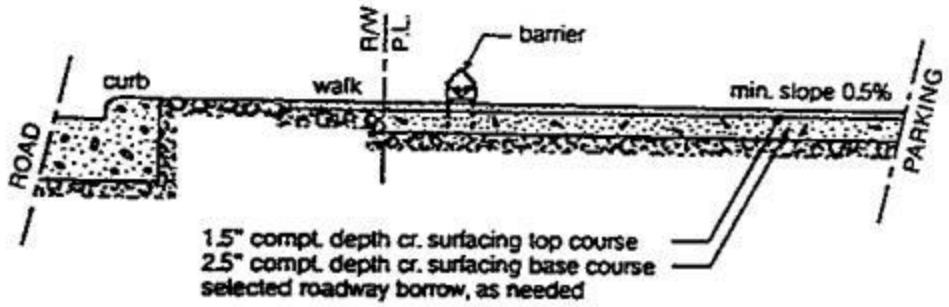
Exhibit 1

MINIMUM SURFACING REQUIREMENTS

A



B

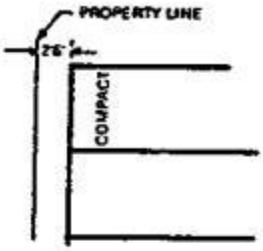


(2) Grading work for parking areas shall meet the requirements of Chapter 16.15 SMC. Drainage and erosion/sedimentation control facilities shall be provided in accordance with Chapter 9.04 KCC as adopted by Chapter 15.05 SMC.

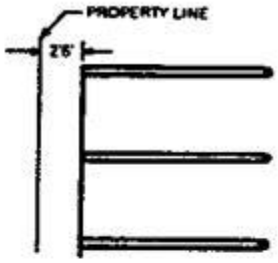
(3) Asphalt or concrete surfaced parking areas shall have parking spaces marked by surface paint lines or suitable substitute traffic marking material in accordance with the Washington State Department of Transportation Standards. Wheel stops are required where a parked vehicle would encroach on adjacent property, pedestrian access or circulation areas, right-of-way or landscaped areas. Typically approved markings and wheel stop locations are illustrated below.

Exhibit 1

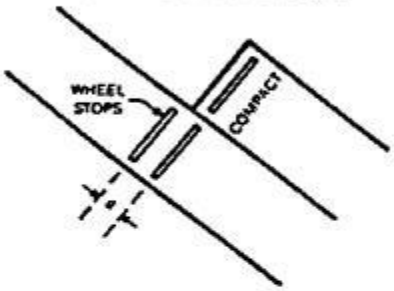
STALL MARKINGS AND WHEEL STOP LOCATIONS

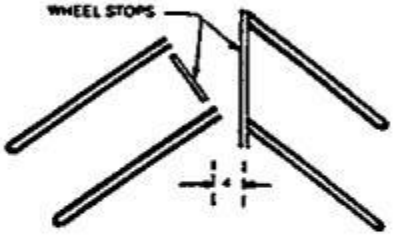


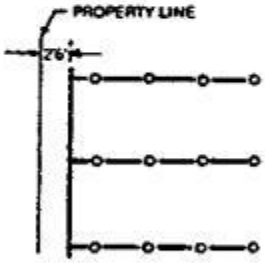
COMPACT MARKING



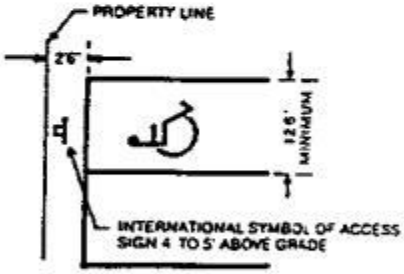
PAINTED HORSESHOE MARKING



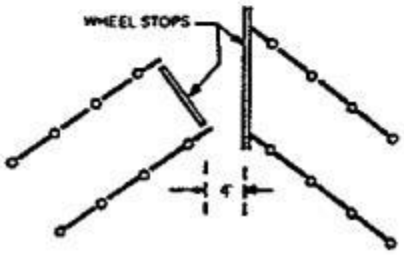


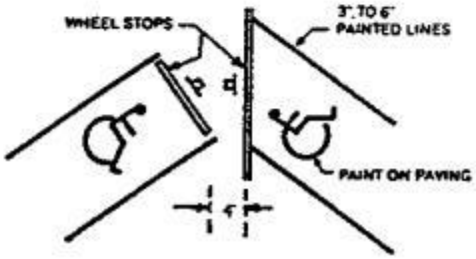


METAL OR PLASTIC TRAFFIC MARKING



HANDICAP MARKING





(Ord. O99-29 § 1)

Exhibit 1

Attachment G

Chapter 21A.85

LOW IMPACT DEVELOPMENT

Sections:
21A.85.010 Intent and goals.
21A.85.020 Applicability.
~~21A.85.030 Sammamish comprehensive low impact development design.~~
21A.85.~~040~~ 030 ~~General l~~Low impact development approaches~~ and standards~~.
~~21A.85.050 Residential preferred LID approaches and standards.~~
~~21A.85.060 Town center LID approaches and standards.~~
21A.85.~~070~~ 040 ~~Preferred~~ LID incentives.
21A.85.~~080~~ 050 Review.

21A.85.010 Intent and goals.
Low impact development (LID) is an approach to land use planning and project design that seeks to:

(1) Increase the ability of a developed site to effectively emulate predevelopment hydrologic conditions, including without limitation, stormwater retention, water quality treatment, and infiltration functions;

(2) Minimize overland stormwater runoff from a developed site;

(3) Maximize the retention of trees, native vegetation, understory plants, and native soils;

(4) Minimize soil disturbance;

(5) Minimize the conversion of site surfaces from vegetated to nonvegetated surfaces; and

(6) Maximize the quantity and use of appropriate native plants on site.

The purpose of this chapter is to encourage development proposals to incorporate LID planning and design approaches into project development by providing incentives tied to LID's use.

This chapter seeks to guide land use planning decisions only and does not replace any federal, state or local stormwater flow control and water quality treatment regulations. ~~While some LID approaches encouraged by this chapter for land use purposes may also be eligible for stormwater credits under applicable stormwater flow control and water quality treatment regulations, some LID approaches designed pursuant to this chapter may not qualify for stormwater credits.~~ Applicants are responsible for ensuring that their project proposal complies with all applicable regulations. (Ord. O2008-236 § 1)

21A.85.020 Applicability.
All new development subject to drainage review shall ~~have~~ be required to comply with the ~~current~~adopted Surface Water Design Manual (SWDM). The SWDM requires Low Impact Development (LID) flow control best management practices (BMPs) to mitigate the impacts of storm and surface water runoff generated by new impervious surfaces, new pervious surfaces, existing impervious surfaces, and replaced impervious surfaces.

In addition to the use of these required BMPs, new development may also have the option to~~:~~

~~(1) Design a project that incorporates LID into all aspects of the development proposal subject to SMC 21A.85.030; or~~

~~(2) I~~incorporate ~~the preferred~~ LID site planning approaches described in SMC 21A.85.~~040~~ 030 ~~through 21A.85.060~~ into project design in order to accumulate sufficient technique points to allow the applicant to take advantage of the incentives identified in SMC 21A.85.04~~7~~0.

The City of Sammamish shall apply this chapter to all City projects and encourage other governmental entities to utilize LID in accordance with this chapter in their projects. (Ord. O2008-236 § 1)

~~**21A.85.030 Sammamish comprehensive low impact development design.**~~
~~Incorporating LID into a project's design in a comprehensive manner is preferred over partial use of LID requiredapproaches. The City shall encourage applicants to utilize comprehensive LID design as defined in this section. Applicants who choose to design a development proposal pursuant to this section shall be eligible to obtain the incentives set forth in SMC 21A.85.070 without being subject to the point system of techniques and incentives contained within this chapter, shall be eligible for a waiver of the density incentive limits contained in SMC 21A.85.070(1) and (2)), and may utilize the short plat process for up to nine lots. In order to be considered to be a project which incorporates Sammamish comprehensive LID, the project must:~~

~~(1) Use all of the following LID approaches:(a) SMC 21A.85.040(1), retention of 50 percent of existing forested condition, or SMC 21A.85.040(2), retention and restoration of 50 percent vegetated area; and~~

~~(b) SMC 21A.85.040(4), limited site disturbance; and~~

~~(c) SMC 21A.85.040(5), pervious pavements; and~~

~~(d) SMC 21A.85.040(6), on-site infiltration; and~~

~~(e) SMC 21A.85.040(9), reduced impervious surface. (Ord. O2008-236 § 1)~~

21A.85.~~040~~030 ~~General l~~Low impact development approaches ~~and standards~~.
The following list identifies preferred LID approaches that may be proposed within any zoning designation and the technique points associated with the successful use of each approach. Whether the implementation of any LID approach is sufficient to earn technique points shall be subject to the review and approval of the director.

(1) Retention of ~~50 Percent of~~ Existing Forested Condition – Up to 25~~20~~ Technique Points.

(a) The applicant may earn up to 25 technique points for ~~may~~ retaining up to 50 percent of the subject site's remaining existing forested area after meeting retention standards in accordance to Development Standards – Trees 21A.37;

(b) Existing forested areas shall be subject to the Development Standards – Trees 21A.37~~tree protection standards of SMC 21A.35.230~~ and the maintenance and irrigation requirements of SMC 21A.35.110 through 21A.35.140.

(c) Technique points shall be awarded for retention as follows:

(i) Retention of 10 percent of existing forested condition – 5 technique points.

(ii) Retention of 20 percent of existing forested condition – 10 technique points.

(iii) Retention of 30 percent of existing forested condition – 15 technique points.

(iv) Retention of 40 percent of existing forested condition – 20 technique points.

(v) Retention of 50 percent of existing forested condition – 25 technique points.

(2) ~~Retention and~~ Restoration of ~~50 Percent~~ Vegetated Area – Up to ~~15~~ 20 Technique Points.

(a) The ~~application~~ applicant may earn up to 20 technique points for~~may~~ ~~retaining and/or restor~~restoring up to~~e~~ 50 percent of the subject site in one or more permanent open space tracts ~~;~~after meeting retention standards in accordance to Development Standards – Trees 21A.37;

(b) Technique points shall be awarded for ~~retention~~restoration as follows:

(i) ~~Retention and restoration~~Restoration of 10 percent of vegetated area – 4 technique points.

(ii) Restoration ~~Retention and restoration~~ of 20 percent of vegetated area – 8 technique points.

(iii) Restoration ~~Retention and restoration~~ of 30 percent of vegetated area – 12 technique points.

(iv) Restoration ~~Retention and restoration~~ of 40 percent of vegetated area – 16 technique points.

(v) Restoration ~~Retention and restoration~~ of 50 percent of vegetated area – 20 technique points.

(~~c~~c)~~(b)~~ ~~Open space tracts and~~ Restoration of ~~vegetation~~ vegetated areas shall be subject to the Development Standards – Trees 21A.37 ~~tree protection standards of SMC 21A.35.230~~ and the maintenance and irrigation requirements of SMC 21A.35.110 through 21.A.35.140. Landscaping plans for open space tracts shall be designed consistent with SMC 21A.35.080 and 21A.35.100;

(d~~d~~)~~(c)~~ ~~An area shall be considered an open space tract if it is:~~

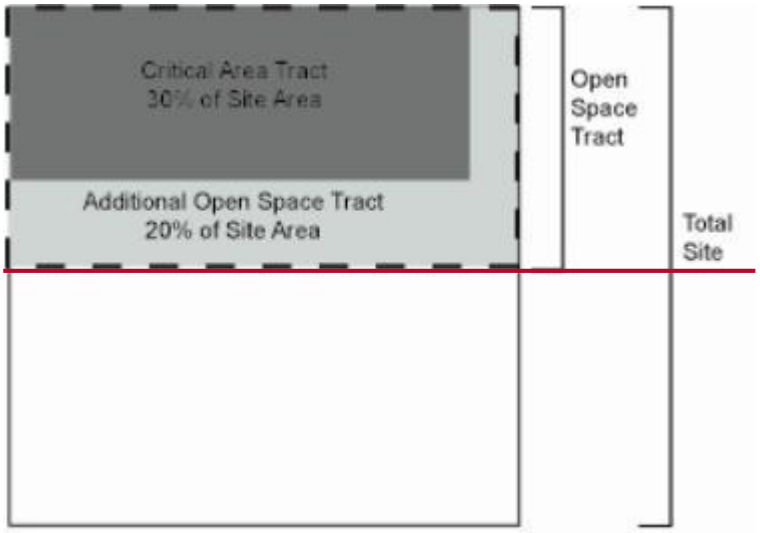
~~(i) An existing forested area which comprises less than 50 percent of the subject site; or~~

~~(ii)~~ Restoration areas ~~S~~shall be landscaped as part of the site's development and meets the following requirements:

i. ~~(A)~~ The site design shall maximize the amount of existing mature vegetation retained on site;
ii. ~~(B)~~ The revegetation plan shall be designed by a licensed professional or ISA certified arborist;
iii. ~~(C)~~ The plantings shall provide a multilayer canopy of large trees (50 percent), small trees, shrubs, and ground cover at maturity;
iv. ~~(D)~~ A minimum of 75 percent of the open space tract shall be planted with trees, shrubs and groundcover. Groundcover does not include pasture or turf;

v. ~~(E)~~ All invasive plants on the site shall be removed;
vi. ~~(F)~~ No more than 15 percent of the proposed open space tract shall be pasture or turf;
vii. ~~(G)~~ Plants shall be selected by a licensed professional based upon site suitability;
viii. ~~(H)~~ For proposed open space tracts exceeding one-half acre in area, a ratio of two evergreens to one deciduous tree is required;
ix. ~~(I)~~ Three trees shall be planted per 1,000 square feet of proposed open space tract area;
x. ~~(J)~~ Trees shall be native to the coastal Pacific Northwest. On planting, deciduous trees shall have a minimum caliper of three-quarters inch and coniferous and broadleaf evergreen trees shall be at least five feet in height;
xi. ~~(K)~~ Eighty percent of shrubs and 80 percent of groundcover shall be species native to the coastal Pacific Northwest; and
xii. ~~(L)~~ Shrubs shall be spaced a maximum of four feet on center and ground cover shall be spaced a maximum of two feet on center.
xiii. ~~(M)~~ Significant trees retained in an open space tract may also be counted towards total tree retention requirements for the parcel.

~~(e)(d) A single contiguous critical area tract, required pursuant to SMC 21A.50.190, may be used to satisfy this technique. Critical area tracts that do not constitute 50 percent of the area within the subject site may be credited for a proportionate amount of the proposed 50 percent open space retention (see Diagram A).~~



~~**Diagram A**~~

(3) Restoration of Critical Area Buffers– Up to 20 Technique Points.

(a) The applicant may earn up to 20 technique points for restoring up to 50 percent of the critical area buffers within a development site

(b) Technique points shall be awarded for restoration as follows:

(i) Restoration of 10 percent of vegetated area – 4 technique points.

(ii) Restoration of 20 percent of vegetated area – 8 technique points.

(iii) Restoration of 30 percent of vegetated area – 12 technique points.

(iv) Restoration of 40 percent of vegetated area – 16 technique points.

(v) Restoration of 50 percent of vegetated area – 20 technique points.

(c) Restoration of critical area buffers shall be subject to mitigation standards in accordance to SMC 21A.50 and the maintenance and irrigation requirements of SMC 21A.35.110 through 21A.35.140.

(4) Increased Width of Critical Area Buffer – ~~Eight~~ 10 Technique Points.

(a) The applicant may increase the width of a critical area buffer required under Chapter 21A.50 SMC by 35 percent.

(b) Any such increased width may also be included as part of a contiguous critical area tract counting as open space tract under subsection (2) of this section (see Diagram B).

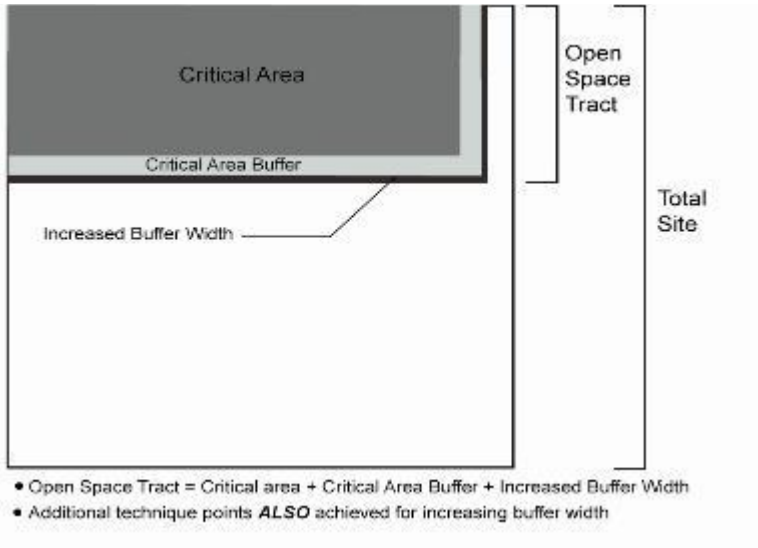


Diagram B

(~~4~~5) Limited Site Disturbance – ~~10~~ 12 Technique Points.

(a) Soil disturbance of the site shall be limited to 50 percent of the site area otherwise unconstrained by environmentally critical areas and associated buffers and tree protection standards during plat and subsequent building construction;

(b) Limited clearing may occur within the area where soil is undisturbed, subject to the following limitations:

(i) The top four inches of soil may be disturbed but not removed from the site or lot, as needed to allow for removal of unsuitable vegetation; provided, that the disturbed soil is moved to an isolated location where it will not be driven upon and such soil is then returned and respread on the parcel;

(ii) Six inches of arborist chippings are placed on top of in-place soil areas that may be subject to construction activities or operations;

(iii) Soil that is not protected as set forth in subsection (4)(b)(i) or (4)(b)(ii) of this section shall be tilled to a depth of 12 inches upon completion of all site disturbance;

(iv) Stump removal shall consist of grinding the stump in the existing location; and

(v) In no case shall the natural grade of the undisturbed area be modified by more than four inches.

~~(5) Pervious Pavements/Materials – 10 Technique Points.~~

~~(a) Residential Development. Pervious pavements/materials shall be used for 80 percent of all proposed hard surfaces, including but not limited to private driveways, patios, squares, courtyards, walkways, private roads, parking areas, and sidewalk areas;~~

~~(b) Commercial/Institutional Developments. Pervious pavements/materials shall be used for 80 percent of all proposed hard surfaces, including but not limited to sidewalk areas, playgrounds, plazas, courtyards, sports courts, and parking areas;~~

~~(c) Public road areas and public sidewalks shall be excluded from the calculation of a site's proposed total hard surface area hereunder;~~

~~(d) Pervious pavement/materials may only be installed on sites where:~~

~~(i) Information has been generated by a certified professional (e.g., a geotechnical engineer) and approved by the City engineer, demonstrating that the pervious pavement installation shall function as designed; and~~

~~(ii) Installation shall be performed by a contractor experienced in the installation of pervious pavements and materials.~~

~~(e) All pervious pavement shall be maintained in accordance with the manufacturer's or industry recommendations, as applicable.~~

~~(6) On-Site Infiltration – Eight Technique Points.~~

~~(a) Ninety percent of the site's runoff shall drain to one or more on-site infiltration systems;~~

~~(b) The on-site infiltration system shall be designed to accommodate the design volumes for the site's runoff up to and including the 100-year storm; and~~

~~(c) All infiltration systems shall be designed and maintained in accordance with the adopted King County Surface Water Design Manual and shall be reviewed and approved by the City engineer on a site-specific basis.~~

~~(7) Biofiltration Swale(s) and Rain Gardens – Eight Technique Points.~~

~~(a) Residential Development. See SMC 21A.85.050(1) for points and design standard;~~

~~(b) Commercial/Institutional Development. Ninety percent of the subject site shall drain to biofiltration swales or rain gardens;~~

~~(c) Biofiltration swales and rain gardens proposed on sites located outside the Beaver or Pine Lake management areas shall be:~~

~~(i) Designed and maintained in accordance with the adopted King County Surface Water Design Manual or the Low Impact Development Technical Guidance Manual for Puget Sound; and~~

~~(ii) Reviewed and approved by the City engineer.~~

~~(d) Biofiltration swales and rain gardens proposed on sites located within the Beaver or Pine Lake management areas:~~

~~(i) Shall not include amended soil;~~

~~(ii) Shall have the upper 12 inches of native soil tilled prior to planting;~~

~~(iii) Except as set forth in subsections (7)(d)(i) and (7)(d)(ii) of this section, shall be designed and maintained in accordance with the adopted King County Surface Water Design Manual or the Low Impact Development Technical Guidance Manual for Puget Sound; and~~

~~(iv) Shall be reviewed and approved by the City engineer.~~

(~~5~~6)~~(8)~~ Reforestation – ~~Six~~ Eight Technique Points.

(a) No stormwater facility modeling credits to reduce sizing of required flow control or water quality facilities in accordance to the adopted Surface Water Design Manual shall be provided for reforestation unless reforestation areas are contained within a designated tract as approved by the director.

(~~a~~b) Residential Development. All of the lots within a residential development shall be reforested prior to final occupancy is issued on the development;

(~~b~~c) Commercial/Institutional Development. The site shall be reforested;

(~~c~~d) Reforestation shall consist of:

(i) For lots of 4,000 square feet or less, a minimum of two trees planted per lot;

(ii) For lots greater than 4,000 square feet in area, a minimum of ~~three~~ two trees plus one additional tree planted per 1,000 square feet over 4,000 square feet;

(iii) Trees shall be native to the coastal Pacific Northwest. On planting, deciduous trees shall have a minimum caliper of three-quarters inch and coniferous and broadleaf evergreen trees shall be at least five feet in height.

(~~6~~7)~~(9)~~ Reduced Impervious Surface – Up to 12~~Seven~~ Technique Points.

(a) Lots created through a development proposal shall qualify for points under this subsection if each lot's total impervious surface area is ~~20 percent~~ less than the applicable maximum allowable impervious surface area pursuant to SMC 21A.25.030 or 21A.25.040, as applicable ~~(e.g., the maximum impervious surface area of a site within the R-4 zone would could be reduced from 55 percent to 35 percent and the maximum impervious surface area of a site within the CB zone would be reduced from 85 percent to 65 percent);~~and after meeting maximum impervious surface standards in accordance to the adopted Surface Water Design Manual;

(b) Technique points shall be awarded for reduced impervious surface as follows:

(i) Each lot total impervious surface is 5 percent less than the applicable maximum allowable impervious surface area – 3 technique points.

(ii) Each lot total impervious surface is 10 percent less than the applicable maximum allowable impervious surface area – 6 technique points.

(iii) Each lot total impervious surface is 15 percent less than the applicable maximum allowable impervious surface area – 9 technique points.

(iv) Each lot total impervious surface is 20 percent less than the applicable maximum allowable impervious surface area – 12 technique points.

(c)~~(b)~~ Impervious surface areas which are public roads or public sidewalks shall be excluded from the calculation of the site's total impervious surface area hereunder; and

(d)~~(c)~~ The allowed increases in the maximum permitted impervious surface area for smaller lots pursuant to SMC 21A.25.030 and 21A.25.040 shall not apply to this subsection.

~~(10) Drought-Tolerant Landscaping – Three Technique Points. Ninety percent of required street landscaping, recreation tracts, and open space tracts shall be landscaped with drought-resistant vegetation native to Western Washington. Such vegetation shall be maintained as required for plant health.~~

~~(11) LID Consultation with the City – Five Technique Points.~~

~~(a) Prior to site design, the applicant shall meet and consult with the City to identify opportunities to incorporate preferred LID approaches into the site's design. The applicant shall bring the following materials to the meeting:~~

~~(i) A survey of the site which includes topography, critical areas, and existing vegetation, including tree sizes and species; and~~

~~(ii) Photographs of the site.~~

~~(b) The City will bring to the meeting any relevant environmental information it has readily available concerning the site, which may include soil surveys, groundwater depths, habitat maps, and the like.~~

~~(12) Performance Guarantee for LID Approaches – Required. In order to receive points under this section for employing LID approaches on a project site:~~

~~(a) The developer shall prepare and distribute a maintenance plan to all property owner(s) that addresses:~~

~~(i) Structural and drainage maintenance;~~

~~(ii) Vegetation management; and~~

~~(iii) Establishment and appropriate long-term irrigation.~~

~~(b) The developer shall obtain written agreement from all property owners to comply with the maintenance plan and to maintain and retain all LID approaches employed on the site for a period of not less than 15 years from the date of construction. The agreement must include wording that if all or part of any LID approach ceases to function or is removed, equivalent LID approach(es) must be installed and all other stormwater management requirements met, prior to removal.~~

~~(c) The developer shall provide the City with a copy of the maintenance plan and all written agreements with property owners obtained under this section.~~

~~(13) Vegetated Roofs – One to 20 Technique Points.~~

~~(a) A roof area shall be considered a vegetated roof if:~~

~~(i) The roof area is fully covered with vegetation;~~

~~(ii) It meets the definition of a vegetated roof set forth in the adopted King County Surface Water Design Manual or the Low Impact Development Technical Guidance Manual for Puget Sound; and~~

~~(iii) It is designed and maintained in accordance with the adopted King County Surface Water Design Manual or the Low Impact Development Technical Guidance Manual for Puget Sound.~~

~~(b) Residential Development. Two technique points shall be awarded per 10 percent of dwelling units whose roof is a vegetated roof up to a maximum of 20 total points;~~

~~(c) Commercial/Institutional Development. One technique point shall be awarded per 1,000 square feet of vegetated roof area up to a maximum of 20 total points;~~

~~(d) Compliance with this LID approach shall require review and approval by the building official. (Ord. O2008-236 § 1)~~

~~**21A.85.050 Residential preferred LID approaches and standards.**~~

~~The following list identifies preferred LID approaches that may only be proposed for residential development proposals and the technique points associated with the successful completion of each technique. Whether the implementation of any technique is sufficient to earn credit for an incentive shall be subject to the review and approval of the director.~~

~~(1) Biofiltration Swales and Rain Gardens – 10 Technique Points.~~

~~(a) Sixty-five percent of the site's stormwater runoff shall be directed to a biofiltration system.~~

~~(b) Except as set forth in subsection (1)(a) of this section, biofiltration swales and rain gardens proposed on sites located outside a lake management area shall be:~~

~~(i) Designed consistent with the adopted King County Surface Water Design Manual, and shall be subject to the review and approval of the City engineer; and~~

~~(ii) Reviewed and approved by the City engineer.~~

~~(c) Except as set forth in subsection (1)(a) of this section, biofiltration swales and rain gardens proposed on sites located within a lake management area:~~

~~(i) Shall not include amended soil;~~

~~(ii) Shall have the upper 12 inches of native soil tilled prior to planting;~~

~~(iii) Except as set forth in subsections (1)(c)(i) and (1)(c)(ii) of this section, shall be designed and maintained in accordance with the adopted King County Surface Water Design Manual or the Low Impact Development Technical Guidance Manual for Puget Sound; and~~

~~(iv) Shall be reviewed and approved by the City engineer.~~

~~(7)~~(2) Open Space ~~–~~ ~~10~~ 12 Technique Points.

~~(a) Thirty percent of the total site area within a residential development shall be retained in its existing forested condition as defined in SMA 21A.85.040(1); or~~

~~(b) Thirty percent of the total site area within a residential development shall be retained and restored to a permanent open space tract as defined in SMA 21A.85.040(2);~~

~~(i) Limited clearing/grading within 20 percent of the open space tract shall be permitted solely to allow for the installation of passive recreation uses, including but not limited to soft surface trails, benches, and picnic tables;~~

~~(ii) Open space tracts shall be located outside of critical areas and critical area buffers.~~

~~(c) Area retained in its existing forested condition or as open space tracts may be used to satisfy the recreation space requirements of SMC 21A.30.140, On-site recreation – Space required.~~

~~(8)~~(3) Minimal Foundation Excavation – ~~10~~ 12 Technique Points.

(a) All of the structures within a residential development shall be designed with minimal foundation excavation which shall include:

(i) Limited or no disturbance of the natural soil profile within the footprint of all proposed structures. “Limited disturbance” shall have the meaning set forth in SMA 21A.85.040(4);

(ii) Using a foundation that consists of a combination of driven piles and a connection at or above the existing grade of the subject site.

(b) Compliance with this technique shall require review and approval by the building official.

~~(4) Soil Amendments – Three Technique Points. Only sites located outside a lake management district may employ this technique. On qualifying sites, four inches of soil amendments may be tilled into the top 12 inches of the site areas to be used for landscaping, including but not limited to proposed landscaping tracts, recreation tracts, and individual lots. Soil amendments:~~

~~(a) Shall be added during soil preparation for permanent landscaping and prior to final building inspection; provided, that if the project is a subdivision, one bond for all of the lots within the subdivision shall be recorded prior to final plat; and~~

~~(b) Shall consist of compost that complies with City standards as of the date of submittal.~~

(~~9~~9)~~(5)~~ Joint Use Driveway – ~~Four~~ Six Technique Points.

(a) Sixty-five percent of lots within a proposed residential development shall be accessed from a joint use driveway. A "joint use driveway" is ~~a driveway for two or more residences that shares a curb cut plus a minimum of 10 feet of shared access~~defined by the current ~~adopted~~ *Public Works Standards*.

(~~10~~10)~~(6)~~ Hollywood Driveway – ~~Six~~ Eight Technique Points.

(a) Sixty-five percent of lots within a proposed residential development shall be accessed from a Hollywood driveway. A Hollywood driveway consists of two paved wheel tracks between two and one-half and three and one-half feet wide separated by a planted strip at least three feet wide~~. (Ord. O2008-236 § 1)~~.

~~**21A.85.060 Town center LID approaches and standards.**~~
~~Reserved. (Ord. O2008-236 § 1)~~

21A.85.~~070~~040 ~~Preferred~~ LID incentives.
Technique points earned by installing one or more of the ~~preferred~~ LID approaches described in SMC 21A.85.~~040~~ 030 ~~through 21A.85.060~~ may be used to obtain the following LID incentives. ~~These incentives are completely separate from any credits for the use of LID approaches that may be granted to the applicant under applicable stormwater flow control and water quality treatment regulations. In certain cases, a LID approach that qualifies for the incentives described in this section may not qualify for credits under the stormwater regulations.~~ Technique points are cumulative and may be combined to gain the use of one or more incentives below. Technique points may only be used for obtaining incentives for the development proposal that generates the points and may not be used for other development proposals. Except as otherwise noted in this section, technique points may only be used once.

(1) Twenty Percent Increased Density. Subject to compliance with the provisions of Chapter 21A.50 SMC, Environmentally Critical Areas, ~~and so long as increasing the site's density will not negatively impact any critical areas or critical area buffers on the site or adjacent to the site,~~ this density incentive may be used to increase the site density permitted under SMC 21A.25.030 and 21A.25.040, as applicable, by up to 20 percent.

(a) Thirty Technique Points Required. The applicant may include up to 75 percent of the area within streets within the site density calculations required under SMC 21A.25.080;

(b) Twenty-Seven Technique Points Required. The applicant may include up to 50 percent of the area within streets within the site density calculations required under SMC 21A.25.080;

(c) Twenty-Four Technique Points Required. The applicant may include up to 25 percent of the area within streets within the site density calculations required under SMC 21A.25.080.

(2) Thirty Percent Increased Density Incentive. Subject to compliance with the provisions of Chapter 21A.50 SMC, Environmentally Critical Areas, ~~and so long as increasing the site's density will not negatively impact any critical areas or critical area buffers on the site or adjacent to the site,~~ this density incentive may be used to increase the site density permitted under SMC 21A.25.030 and 21A.25.040, as applicable, by up to 30 percent.

(a) Forty Technique Points Required. The applicant may include up to 75 percent of the area within critical areas and critical area buffers within the site density calculations required under SMC 21A.25.080;

(b) Thirty-Five Technique Points Required. The applicant may include up to 50 percent of the area within critical areas and critical area buffers within the site density calculations required under SMC 21A.25.080;

(c) Thirty Technique Points Required. The applicant may include up to 25 percent of the area within critical areas and critical area buffers within the site density calculations required under SMC 21A.25.080.

~~(3) Street Improvement and Right-of-Way Reduction. All reductions allowed pursuant to this section shall be subject to review and approval by the City engineer:~~

~~(a) One Technique Point Required. Variation requests submitted pursuant to this section shall be given preference over non-LID-related variation requests;~~

~~(b) Twenty Technique Points Required. The applicant may request a variation from the public works standards to reduce the required public right-of-way dedication from 60 feet to 56 feet and to reduce the required street improvement to 49 feet. Such a reduction shall include:~~

~~(i) Providing parking only on one side of the street (i.e., requiring 28 feet of paved asphalt for a 20-foot-wide street plus one eight-foot-wide parking lane); and~~

~~(ii) Reversed planter strip and sidewalk on the parking side.~~

~~(c) Sixteen Technique Points Required. The applicant may request a variation from the public works standards to reduce the required street improvement to 49 feet of improvement to include:~~

~~(i) Parking only on one side of the street (i.e., requiring 28 feet of paved asphalt for a 20-foot-wide street plus one eight-foot-wide parking lane); and~~

~~(ii) Reversed planter strip and sidewalk on the parking side.~~

~~(d) Eighteen Technique Points Required. The applicant may request a variation from the public works standards to reduce the required public right-of-way dedication from 60 feet to 56 feet and to reduce the required street improvements to 46 feet including:~~

~~(i) Pocket parking (eight-foot depth) on alternating sides of the street;~~

~~(ii) Twenty feet of paved asphalt travel lanes;~~

~~(iii) Five-foot sidewalks on both sides of the street; and~~

~~(iv) Landscaping (eight-foot depth) on alternating sides of the street (i.e., opposite parking).~~

~~(c) Eighteen Technique Points Required. The applicant may request a variation from the public works standards to reduce the required street improvement to 56 feet of improvement to include:~~

~~(i) Parking on one side of the street (28 feet of paved asphalt); and~~

~~(ii) Standard sidewalks and planter strips.~~

(3)~~(4)~~ Recognition – 24 Technique Points Required. The applicant may request that the City generate a featured LID development article in the City newsletter covering the development which has earned the technique points. Technique points used for this incentive may be reused to obtain additional incentives.

(4)~~(5)~~ Building Height Incentive – 20 Technique Points Required. Subject to compliance with the provisions of Chapter 21A.50 SMC, Environmentally Critical Areas, and so long as increasing building height will not negatively impact any critical areas or critical area buffers on the site or adjacent to the site, the applicant may increase the maximum building height by up to 15 feet.

(5)~~(6)~~ Increased Signage – 12 Technique Points Required. The applicant may increase the allowed signage pursuant to Chapter 21A.45 SMC by:

(a) Adding one additional monument sign; or

(b) Increasing the size of the allowed sign by 10 percent.

(6)~~(7)~~ Attached Housing – 12 Technique Points Required. One hundred percent of the lots within a proposed residential development may be designed to accommodate attached housing consistent with SMC 21A.30.020. ~~(Ord. O2008-236 § 1)~~

21A.85.~~080~~050 Review.

(1) Process. The use of preferred LID approaches or full LID design shall be reviewed concurrently with a primary proposal to consider the proposed site plan and methods used to earn the incentives as follows:

(a) For the purpose of this section, a “primary proposal” is defined as a proposed subdivision, binding site plan, conditional use permit, or commercial site development permit;

(b) The applicant shall identify the proposed techniques and incentives at the time of the first permit application for the primary proposal;

(c) When the primary proposal requires a public hearing under this chapter or SMC Title 19 or 20, the public hearing on the primary proposal shall serve as the hearing on the ~~preferred~~ LID approaches proposed, and the reviewing authority shall make a consolidated decision on the proposed development and use of techniques and the resulting incentives;

(d) When the primary proposal does not require a public hearing under this chapter or SMC Title 19 or 20, the LID approach proposal shall be subject to the decision criteria for conditional use permits outlined in Chapter 21A.100 SMC and to the procedures set forth in SMC Title 20;

(e) All notices required by Chapter 20.05 SMC for the proposed development shall include a brief description of the proposed ~~preferred~~ LID approaches and associated incentives; and

(f) A notice on title and~~or~~ conditions on the face of final plat or equivalent recorded document shall be required documenting the use of ~~preferred~~ LID approaches ~~or use of Sammamish comprehensive LID~~ and identifying limitations on future development.

(g) A maintenance plan shall be prepared and distributed to all property owner(s)that addresses structural and drainage maintenance, vegetation management, establishment and appropriate long-term irrigation. The applicant shall obtain written agreement from all property owners to comply with the maintenance plan and to maintain and retain all LID approaches employed on the site and credited for incentives for a period of not less than 15 years from the date of construction. The agreement must include wording that if all or part of any LID approach ceases to function, is removed, or in the case of reduction in impervious surface limits exceeds the limit as approved as part of this chapter, equivalent LID approach(es) must be installed and all other stormwater management requirements met prior to removal. The applicant shall provide the City with a copy of the maintenance plan and all written agreements with property owners obtained under this section.

(2) Review. In evaluating the feasibility of a preferred LID approach proposal or Sammamish comprehensive LID proposal, the director shall have the authority to request additional technical information prepared by a certified professional to:

(a) Determine whether the development proposal is consistent with this chapter;

(b) Determine if a proposed approach is consistent with the standards of the ~~King County~~ current Surface Water Design Manual, City of Sammamish Stormwater Comprehensive Plan, or the Low Impact Development Technical Guidance Manual for Puget Sound, or other suitable reference, as determined by the director;

(c) Determine whether the proposed combination of techniques adequately work together toward meeting the goals of this chapter;

(d) Determine if the monitoring plans and bonding measures proposed by the applicant are sufficient to protect the public benefit, health, safety, and welfare, consistent with this chapter; and

(e) Determine that the proposed LID approaches shall function as intended.

(3) Health and Safety. Approval of all proposed LID approaches, Sammamish comprehensive LID, and incentives grants shall be subject to the review of the City to determine that the proposed development does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site and is consistent with the general purposes of this chapter and the public interest.

(4) Adjustments.

(a) Minor. When reviewing and issuing construction permits in an approved development, the department may allow minor adjustments in the approved approaches and incentives used by the development proposal involving the location and site-specific approaches or incentives.

(b) Major. Changes to a development proposal that result in significant adjustments to the project shall require resubmittal of the development proposal pursuant to subsection (1) of this section. Significant adjustments include, but are not limited to, elimination of proposed LID approaches, increases in the number of dwelling units generated, or additional reduction of proposed street improvements.

~~(5) Maintenance of Low Impact Development Chapter. The director shall evaluate this chapter at least once every three years. Following review, the director shall:~~

~~(a) Identify any LID approaches, incentives, or other features of this chapter that are resulting in projects that meet the purpose of this chapter;~~

~~(b) Update this chapter in light of current research on the effectiveness of various LID approaches;~~

~~(c) If the director identifies items that require a code amendment, the director shall report back to the planning commission and City council. (Ord. O2008-236 § 1)~~

Exhibit 1

Attachment H

Chapter 21B.15

TECHNICAL TERMS AND LAND USE DEFINITIONS

Sections:
[…]
21B.15.080 Clustered development.
[…]
21B.15.230 Low impact development.
[…]
21B.15.310 Rain garden.
[…]

[…]

21B.15.080 Clustered development.
"Clustered development" means concentrating lots or buildings in areas to avoid development of sensitive or hazardous areas, or to minimize impervious surfaces and stormwater runoff. (Ord. O2010-293 § 1 (Att. A § 21B.15.035))

[…]

21B.15.230 Low impact development.
Low impact development (LID) is a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.~~emphasizes conservation and use of existing natural site features integrated with distributed, small-scale stormwater controls to more closely mimic natural hydrologic patterns in residential, commercial, and industrial settings~~. (Ord. O2010-293 § 1 (Att. A § 21B.15.100))

[…]

21B.15.310 Rain garden.
"Rain garden" means a non-engineered shallow, ~~planted~~ landscaped depression, with compost-amended native soils and adapted plants that allows rainwater runoff from impervious areas like roofs, driveways, walkways, and compacted lawn areas to pond, temporarily be stored, pass through the amended soil profile and~~the opportunity to~~ be absorbed. (Ord. O2010-293 § 1 (Att. A § 21B.15.135))

[…]

Exhibit 1

Attachment I

Chapter 21B.25

DEVELOPMENT STANDARDS – DENSITY AND DIMENSIONS

Sections:
[…]
21B.25.040 Provisions to obtain additional (bonus) residential density or commercial development capacity.
[…]

[…]

21B.25.040 Provisions to obtain additional (bonus) residential density or commercial development capacity.
(1) Bonus Residential Dwelling Units. SMC 21B.25.030 identifies the "maximum density" and "allocated density" for each Town Center zone. Projects may obtain additional density by complying with the affordable housing provisions set forth in Chapter 21B.75 SMC, by the incorporation of site amenities subject to TC-D zone residential dwelling unit transfers, and/or through the City's transfer of development rights (TDR) program (subject to the adoption by the City council including the Town Center as a receiving site). Bonus provisions vary by zone. Specifically:

(a) TC-A Zones. Applicants may select from the following options for obtaining additional dwelling units, subject to the provisions below:

(i) Additional dwelling units are awarded from the Town Center's available affordable housing bonus pool subject to compliance with affordable housing provisions set forth in Chapter 21B.75 SMC. Within each quadrant, the bonus pool units shall be distributed on a first come, first served basis, up to the maximum number of bonus pool units, provided the development does not exceed the density limit for the zone.

(ii) Additional dwelling units may also be awarded by the City from its TC-D residential density allocation pursuant to design criteria of subsection (2)(b) of this section.

(iii) Once the affordable housing bonus pool is exhausted, developments may obtain additional units through the City's TDR program or through the provisions of subsection (2)(d) of this section.

(b) TC-B Zones. Additional dwelling units may be awarded from a combination of the following, up to the zone's specified maximum density:

(i) Until the affordable housing bonus pool is exhausted, up to 25 percent of additional requested dwelling units may be taken from the bonus pool (subject to compliance with affordable housing provisions set forth in Chapter 21B.75 SMC). The bonus pool units shall be distributed on a first come, first serve basis, provided the development does not exceed the density limits for the applicable zone.

(ii) Additional dwelling units may also be awarded by the City from its TC-D residential density allocation pursuant to design criteria of subsection (2)(b) of this section.

(iii) Additional dwelling units may be obtained through the City's TDR program.

(c) TC-C Zones. Developments may obtain additional dwelling units only through the City's TDR program, up to the zone's specified maximum density.

(d) TC-D Zone. Developments may obtain additional dwelling units only through the City's TDR program, up to the zone's specified maximum density.

(e) TC-E Zone. Bonus dwelling units are not available in this zone.

See Figures 21B.25.040a and 21B.25.040b for clarification on the distribution of bonus dwelling units per zone.

Exhibit 1

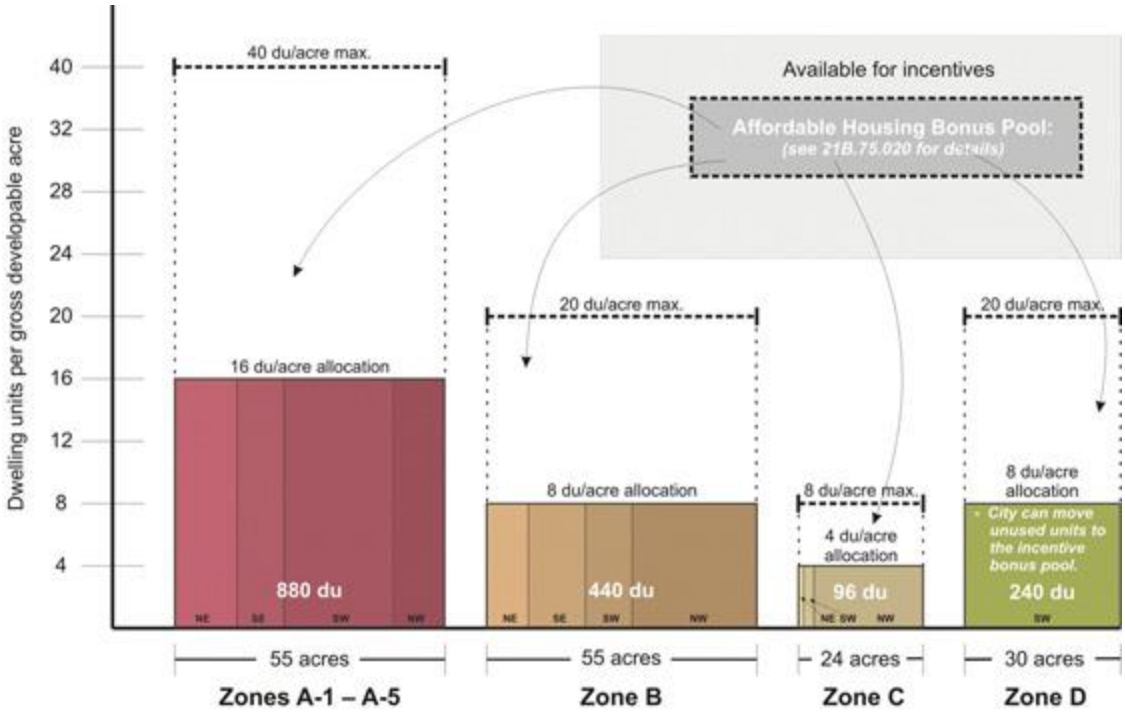


Figure 21B.25.040a. Illustrating the base and maximum residential development allocations (by the number of dwelling units) for the Town Center zones. Note that the pool of dwelling units referenced in the upper box is available for distribution as bonus units.

Exhibit 1

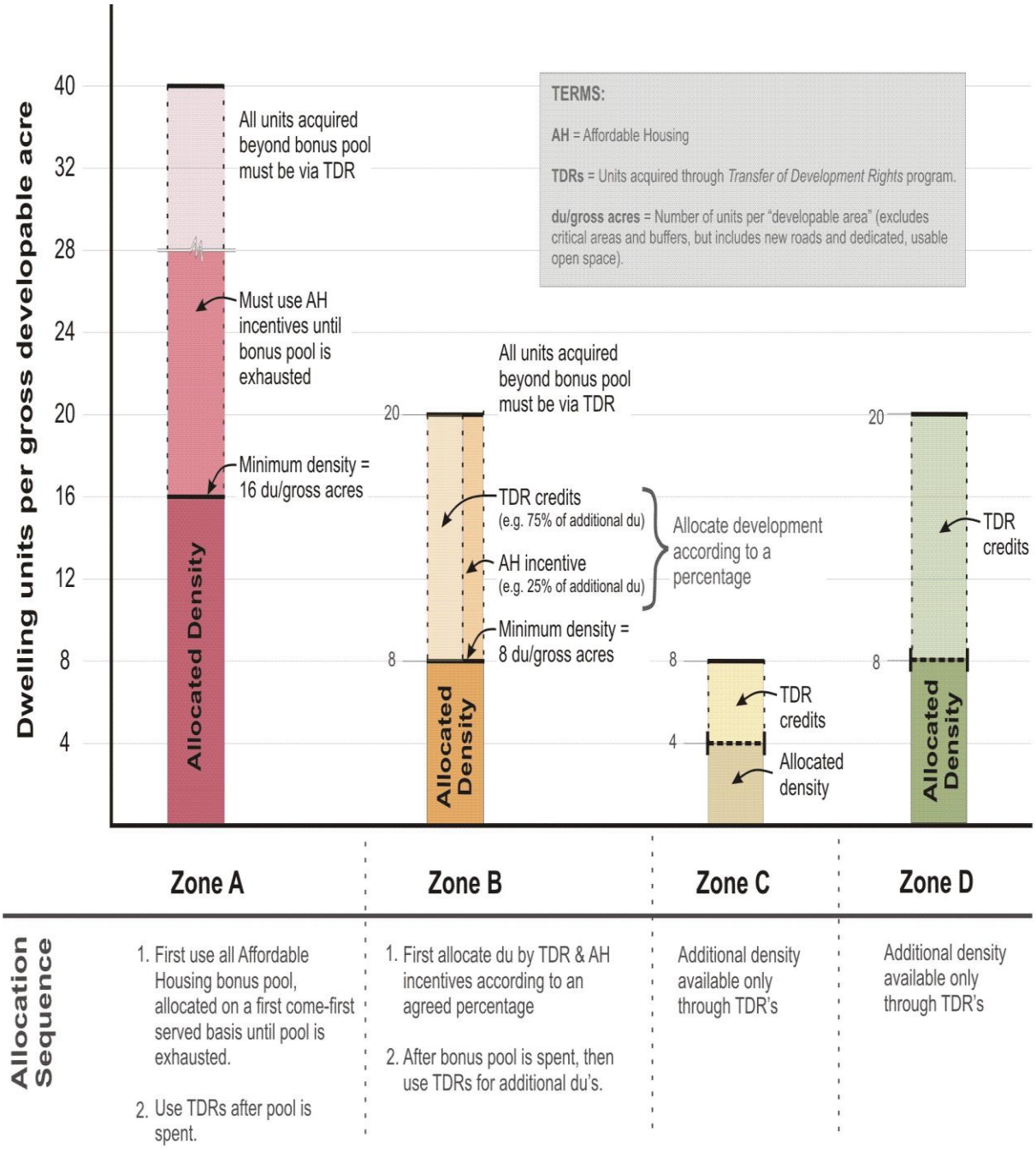


Figure 21B.25.040b. Standards for allocating bonus dwelling units per Town Center zones.

(2) Bonus Commercial and Residential Development Capacity. SMC 21B.25.030 and Figure 21B.25.040c specify commercial floor area allocations by zones and sub-zones with an additional 120,000 square feet of commercial floor area available through bonus incentives. Subsections (2)(a) and (b) of this section provide the distribution and criteria for allocating bonus commercial floor area, respectively. Subsection (2)(b) of this section also includes provisions for allocating bonus residential dwelling units. Subsection (2)(c) of this section provides for the opportunity for additional commercial or residential development

capacity through the City's TDR program. Subsection (2)(d) of this section provides an option for the City to sell units from its TC-D residential density allocation to other properties within the Town Center.

(a) Distribution of Bonus Commercial Development Capacity.

SUB-ZONE	ALLOCATION	MAXIMUM BONUS DISTRIBUTION[1,2]	MAXIMUM ALLOCATION WITH INCENTIVE[1,2]
TC-A-1	200,000	50,000	250,000
TC-A-2	90,000	22,500	112,500
TC-A-3	90,000	22,500	112,500
TC-A-4	70,000	17,500	87,500
TC-A-5	20,000	5,000	25,000
TC-D	10,000	2,500	12,500
TOTAL	480,000	120,000	600,000

Table notes:

1. Bonus floor area shall be distributed on a proportional basis per the maximum levels indicated above until all 120,000 square feet of the available bonus floor area has been distributed. If it becomes clear after five years of adoption of the ordinance codified in this chapter that due to development patterns, the bonus development capacity will not be utilized in any of the A zones or the D zone, the director may allow the allocation of bonus square feet of development to another part of the Town Center, provided the other provisions in this section are met.
2. Bonus floor area allocation is subject to the design criteria specified in subsection (2)(b) of this section.

Exhibit 1

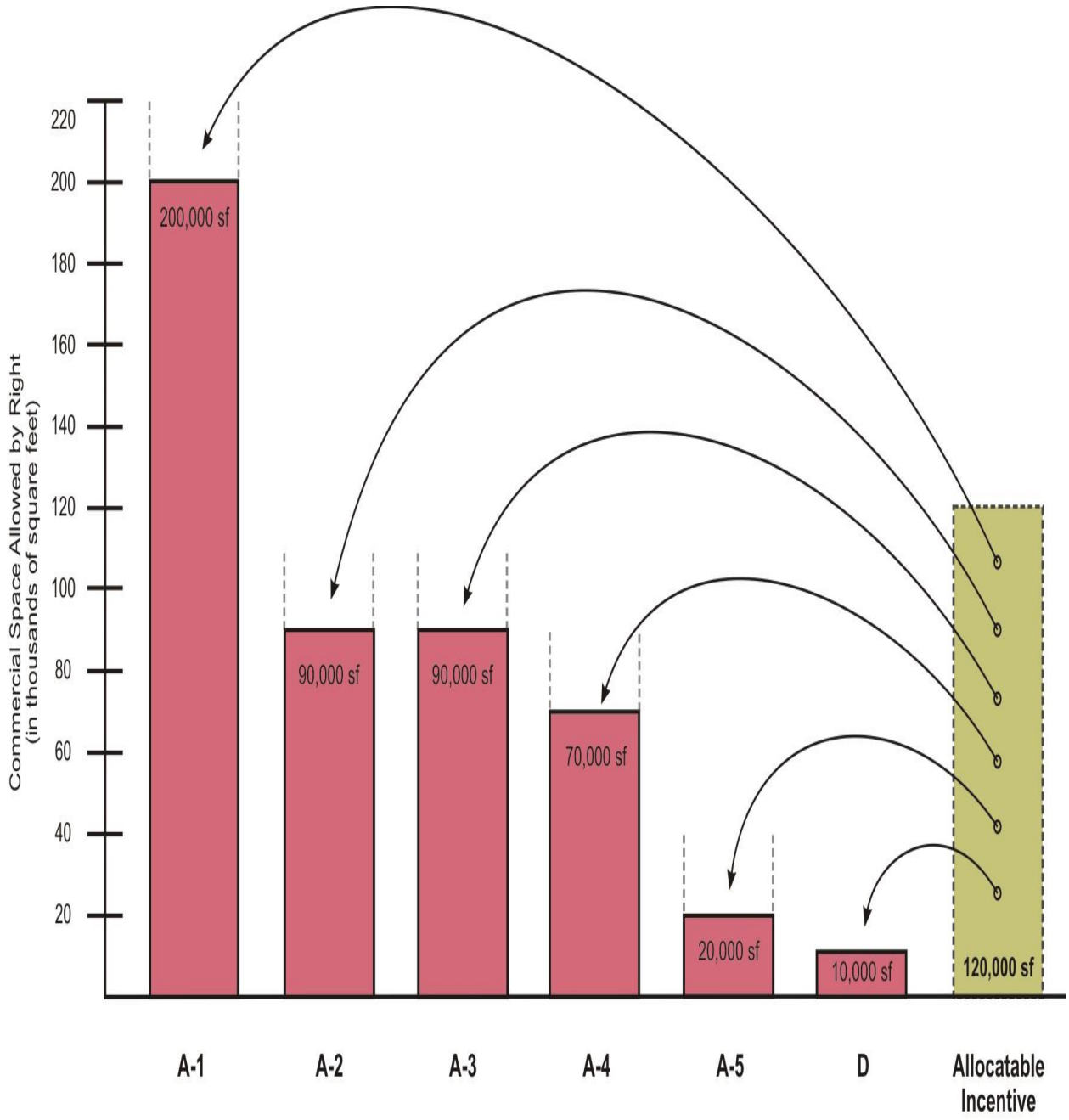


Figure 21B.25.040c. Illustrating the base commercial area allocations by zone and the pool of additional commercial area available for bonuses.

(b) Design Criteria for Awarding Bonus Commercial and Residential Development Capacity. Developments requesting available bonus commercial and residential development capacity (where awarded by the City from its TC-D residential density allocation) shall achieve a higher level of design performance than those specifically required in the Town Center development regulations. In order to qualify for bonus floor area or dwelling units, developments shall incorporate at least five of the

development features listed below as determined in the unified zone development plan or other applicable review process.

(i) An extensive pedestrian network connected to the City's trail system with lighting, landscaping, and other amenities.

(ii) Creative and effective vehicular circulation system that minimizes impacts of motorized vehicles on the pedestrian environment.

(iii) A unique multi-use central open space with special amenities and activities.

(iv) Increased use of structured parking.

(v) Enhanced off-street pedestrian routes that connect to the existing/planned trail system.

(vi) Special accommodation of transit services.

(vii) Extensive environmental restoration and/or tree retention.

(viii) Environmental certification of all structures (LEED, Built Green or other similar certification).

(ix) Enhanced commitment for affordable housing.

(x) Includes a use or uses that will expand the range of activities in the Town Center. Such use or uses might include a gym, dance studio or health center, cultural or performing arts facilities, educational facilities, artists' studios, medical clinics, assembly areas, small business centers and similar uses that will encourage economic diversity, additional local services, pedestrian activity and/or support for other business or community activities.

(xi) Other significant features that exceed the development standards and regulations.

(xii) Low impact development site planning principles/practices that minimize stormwater runoff generated by the development. Such principles may include limited site disturbance, protection of natural drainage paths/features, minimize soil disturbance/compaction and/or restoration of compacted soils back to their original state.

The City shall maintain documentation of bonus floor area awarded in UZDP applications and which development features were utilized to obtain the bonus.

(c) Commercial and residential bonus development capacity may be accessed by use of TDR program. The ratio of TDR credit/amount of commercial or residential development shall be determined by the director and reported periodically to City council.

(d) The City is authorized to sell dwelling units from its TC-D residential density allocation to other properties zoned TC-A within the Town Center. The City shall limit the sale of dwelling units to projects that have a pending land use application within the Town Center at the time of closing of the sale. The price of such units shall be based upon a market analysis performed within 180 days of closing on the sale and the proceeds shall be used for public benefits within the Town Center. Each unit transferred from the TC-D zone into the TC-A zone shall be worth one dwelling unit for development in the TC-A zone. For example, if 10 dwelling units are purchased from the TC-D zone, they may be used to develop 10 dwelling units in the TC-A zone.

Exhibit 1

Extensive pedestrian network connected to the City's trail system

Vehicle circulation that reduces impacts and enhances the development's organization and open space

Structured parking away from primary open spaces and building entries

Substantive use of low impact development techniques

A unique multi-purpose open space such as this plaza that accomodates a farmer's market

Extensive environmental restoration, especially when incorporated as an amenity as in this case

Special amenity feature

Development configured to maximize tree retention

Figure 21B.25.040d. Examples of exemplary development worthy of consideration for commercial space allocation.

(Ord. 2011-310 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

Exhibit 1

[…]

21B.25.170 Setbacks – Projections and structures allowed.
Provided that the required setbacks from regional utility corridors of SMC 21B.25.140 and the sight distance requirements of SMC 21B.25.200 are maintained, structures may extend into or be located in required setbacks, as follows:

(1) Fireplace structures, bay or garden windows, enclosed stair landings, closets, or similar structures may project 30 inches into a street setback, provided such projections are:

(a) Limited to two per facade; and

(b) Not wider than 10 feet;

(2) Unenclosed porches and entry features may project six feet into the street setback;

(3) Eaves may not project more than:

(a) Twenty-four inches into a street setback;

(b) Eighteen inches across a lot line in a zero lot line development; provided, that any neighboring building and its associated eaves are 10 feet from the lot line;

(4) Fences may be allowed within front, side, or back yard setback per SMC 21B.30.180. For fences along an alley, see SMC 21B.30.260(3);

(5) Rockeries, retaining walls and curbs may project into or be located in any setback, provided these structures do not exceed a height of six feet from the property line grade;

(6) Fences located on top of rockeries, retaining walls or berms are subject to the requirements of SMC 21B.30.180;

(7) Telephone poles and lines; power poles and lines; cable TV and Internet lines; light and flagpoles; trellises not exceeding eight feet in height, not wider than 10 feet; culverts; underground water facilities; underground sewer facilities; and accessory facilities for the provision of utilities, such as drains, but excluding electrical and cellular equipment cabinets, and similar utility boxes and vaults;

(8) The following may project into or be located within a setback, but may only project into or be located within a setback area if an agreement documenting consent between the owners of record of the abutting properties is recorded with the King County department of records and elections prior to the installment or construction of the structure:

(a) Sprinkler systems, electrical and cellular equipment cabinets and other similar utility boxes and vaults;

(b) Security system access controls;

(c) Structures, except for buildings, associated with trails and on-site recreation spaces and play areas required in SMC 21B.30.060 and 21B.30.170 such as benches, picnic tables and drinking fountains; and

(d) Surface water management facilities as required by City of Sammamish stormwater management regulations;

(9) Mailboxes and newspaper boxes may project into or be located within street setbacks but will not be allowed in TC-A zones;

(10) Fire hydrants and associated appendages;

(11) Metro bus shelters may be located within street setbacks;

(12) Unless otherwise prohibited in SMC 21B.25.200 and Chapter 21B.45 SMC, freestanding and monument signs four feet or less in height, with a maximum sign area of 20 square feet, may project into or be located within street setbacks; and

(13) Storm water vaults, structures, and conveyance systems, both above and below ground, provided such projections are:

(a) Consistent with setback, easement and access requirements specified in the current Surface Water Design Manual; or

(b) In the absence of said specifications, not within ten feet of the property line for stormwater vaults and structures, and not within five feet of the property line for conveyance systems

(14) Building elements that (a) do not restrict pedestrian access to or views from the street into the setback area or (b) make a fire or safety hazard or adverse impact. Such elements may, in some conditions, include canopies, awnings, blade signs, and lights.

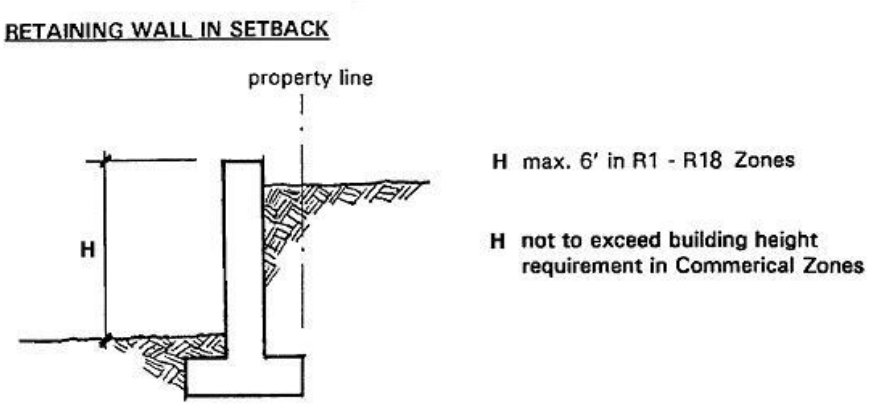


Figure 21B.25.170a. Retaining wall standards.

(Ord. O2010-293 § 1 (Att. A))

Exhibit 1

Attachment J

Chapter 21B.30

DEVELOPMENT STANDARDS – DESIGN REQUIREMENTS

Sections:
[…]
21B.25.040 Provisions to obtain additional (bonus) residential density or commercial development capacity.
[…]

[…]

21B.30.040 Site planning – Street layout.
The Transportation Element of the Town Center Plan includes goals, policies, and actions aimed at producing a connected hierarchy of streets that accommodates desired Town Center land uses and human activities. Streets within the mixed-use nodes will be planned during the unified zone development planning process (see Chapter 21B.95 SMC) with reference to the Town Center Infrastructure Plan. Other streets may be planned either collectively or by individual property owners. The following provisions serve as guidelines for the unified zone development planning process and development standards if the roads are planned by a private property owner in the TC-B or TC-C zones.

Figure 21B.30.040a illustrates a conceptual layout of streets within the Town Center. While it is expected that the network of streets that is eventually built will differ from this configuration, the provisions below are intended to ensure that new streets meet the goals and policies of the Town Center Plan.

(1) Connected Network of Streets. Project applicants shall demonstrate to the director's satisfaction how the proposed development meets the following policies of the Town Center Plan:

(a) Provide for a safe and connected network of roadways to serve Town Center development;

(b) Limit the placement of buildings or other development features that inhibit the desired connectivity of the Town Center circulation network; and

(c) Configure roadways to minimize impacts to environmentally critical areas.

(2) Provide for a Hierarchy of Streets. Provide for a hierarchy of streets, including:

(a) Connector roads that provide for automobile, service, bicycles, and pedestrian circulation throughout the Town Center. Development in the Town Center shall accommodate connector streets in the northwest, northeast, and southeast quadrants consistent with the goals and policies of the Town Center Plan.

(b) Pedestrian-oriented streets. TC-A-1, A-2, and A-3 zoned areas shall include designated pedestrian-oriented street segment, as determined by the City through the unified zone development planning process. Pedestrian-oriented streets are intended to be streets featuring continuous storefronts or plaza spaces, wide sidewalks, street trees, bioretention, and on-street

parking. Designations for pedestrian-oriented streets could cover an entire street, a single block, or a portion of a block, depending upon the area. Pedestrian-oriented street designations are intended for areas where a concentration of pedestrian activity is desired. See SMC 21B.30.030(1) for related development frontage standards.

(c) Mixed-use streets, which are all other new streets besides connector roads and pedestrian-oriented streets within the TC-A zones. These are localized streets which should include generous sidewalks, street trees, bioretention, on-street parking (to the extent possible), and slow moving traffic.

(d) Residential streets, which are all other new streets besides connector roads within the TC-B and TC-C zones. These are localized streets within residential neighborhoods and should contain sidewalks, planting strips with street trees or bioretention, on-street parking on one or both sides, and slow moving traffic.

(e) Alleys are encouraged where useful to access parking or service areas.

(3) Maximum Block Dimensions for Individual Development. For an individual development, unless otherwise stated in a unified zone development plan, the maximum block length in any direction is 480 feet and maximum block perimeter is 1,400 feet. Departures are permitted in the TC-A zones subject to unified zone development plan approval and compliance with the Town Center Plan's goals and policies. Departures for streets in all other Town Center zones shall be considered by the director based on one or more criteria listed below.

(a) Topography, right-of-way, existing construction or physical conditions, or other geographic conditions impose an unusual hardship on the project applicant, and an equivalent alternative which can meet the Town Center Plan's goals and policies is available;

(b) A departure provides the opportunity for a public open space or other public amenity that would otherwise not be possible;

(c) The location of institutional or other similar uses requires a larger block size; and/or

(d) A private internal road(s) or pedestrian route may be used to meet cross circulation standards as determined by the director per the following:

(i) Adjacent properties do not rely on applicable roadway for primary vehicular access;

(ii) Roadway should be designed to look and function like public streets (planting strips, street trees, sidewalks, and parallel parking, where appropriate per the director); and

(iii) Roadway or pedestrian route shall be accessible to the public.

(4) Multimodal Transportation. The layout of streets shall include consideration of vehicular, transit, bicycle, and pedestrian circulation.

Exhibit 1

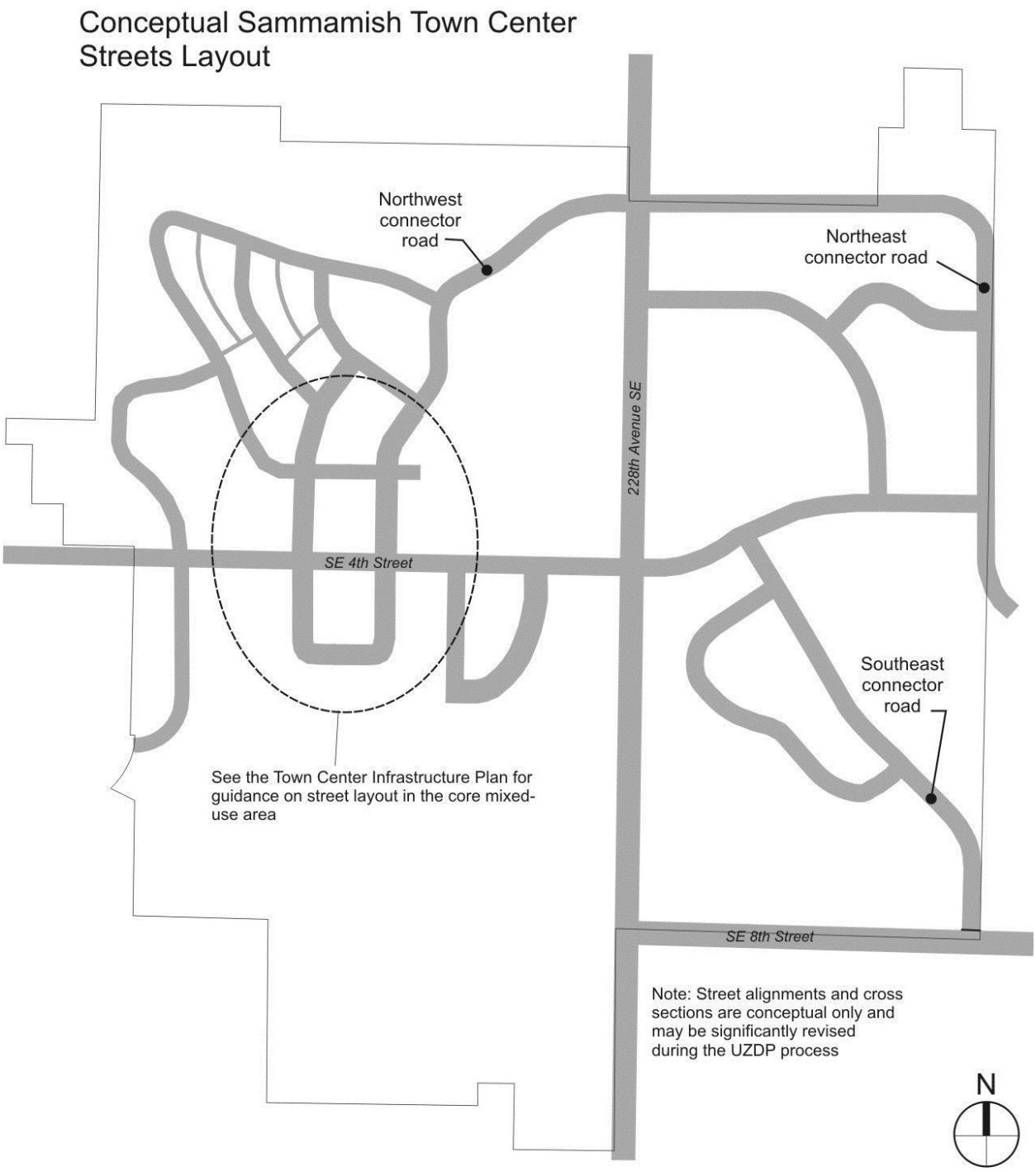


Figure 21B.30.040a. A desirable configuration of connected public and private streets and alleys in the Town Center. Also see the Town Center Infrastructure Plan for more guidance on the street layout for the areas west of 228th Avenue SE.

(Ord. O2010-293 § 1 (Att. A § 21B.30.110))

Exhibit 1

21B.30.050 Site planning – Multiple building/large lot/multiple lot developments.
(1) Large Lots with Multiple Buildings. All development permit applications for sites over two acres or with multiple buildings, except for single-family development, shall demonstrate that the project is based on a unifying site planning concept that meets the following criteria:

(a) Incorporates open space and landscaping as a unifying element;

(b) Where possible, incorporates screening, environmental mitigation, utilities, and drainage as positive elements (ex: create a "natural" open space or wet pond as a site feature to accommodate surface water runoff);

(c) Provides pedestrian paths or walkways connecting all businesses and the entries of multiple buildings;

(d) Incorporates low impact development measures and stormwater management systems as part of the site plan, ~~if~~ unless infeasible. Participating in a multi-property stormwater facility or system will also satisfy this requirement; and

Figure 21B.30.050a. Example of an attractive stormwater pond used as a site amenity.

(e) Building entrances shall not be focused around a central parking lot but be connected by a sidewalk/pathway system and/or open space(s).

The director may waive or modify this standard if it has been addressed within an adopted unified zone development plan.

Exhibit 1

Figure 21B.30.050b. The Juanita Village site plan exemplifying objectives for multiple building large lot development.

(Ord. O2010-293 § 1 (Att. A § 21B.30.120))

21B.30.070 Site planning – Internal vehicular circulation.
(1) Vehicular Circulation. Developments shall provide a safe and convenient network of vehicular circulation that connects to the surrounding road/access network and provides opportunities for future connections to adjacent parcels, where applicable.

(2) Internal Access Roads. Interior access roads in multi-building commercial or multifamily developments shall look and function more like public streets. This includes planting strips and street trees or bioretention on both sides, sidewalks on one or both sides, and perpendicular parking on one or both sides. The use of these features will be determined for developments in the TC-A zones through the unified zone development planning process (see Chapter 21B.95 SMC), depending on the size and configuration of the development and nature of uses and the circulation system. The director may approve innovative and special street designs, such as a woonerf people street, provided pedestrian safety and other street functions are achieved.

(3) Driveway Standards and Guidelines for All Nonresidential and Multifamily Development.

(a) Driveways to surface parking lots are prohibited on pedestrian-oriented streets, unless there are no alternatives, as determined in the unified zone development planning process;

(b) Driveways shall be restricted to no more than one entrance and exit lane per 300 lineal feet (lf) of frontage. Properties with less than 300 lineal feet of frontage shall be restricted to one entrance and exit lane for vehicular access. For corner properties, the separate street frontages shall be measured separately unless both streets are classified as an arterial or collector;

(c) Vehicular access to corner lots shall be located on the lowest classified roadway and as close as practical to the property line most distant from the intersection;

(d) Driveway widths shall be minimized per the director to reduce pedestrian conflicts. Driveway lanes shall be no wider than 11 feet per entry or exit lane unless the director determines wider lanes are appropriate for the use and that the design does not significantly impact vehicular circulation, stormwater runoff, public safety, pedestrian movement, or visual qualities; and

(e) All dedicated truck loading zones and service areas for commercial businesses, except for on-street loading zones and businesses under 20,000 square feet that use parking spaces for incidental deliveries, shall be in the back of the building and shall not face a pedestrian or residential street. For related standards on loading zones, see SMC 21B.40.070. (Ord. O2010-293 § 1 (Att. A § 21B.30.140))

21B.30.160 Site design elements – Open space design.

(1) General Requirements for All "Common," "Pedestrian-Oriented" and "Public Open Space" Open Space Design Criteria. The design of all "common," "pedestrian-oriented" and "public open space" required per SMC 21B.30.090 shall meet the following design criteria to the director's satisfaction:

(a) All open spaces shall be physically and visually accessible from the adjacent street or major internal pedestrian route. Open spaces shall be in locations that the intended user(s) can easily access and use, rather than simply left-over or undevelopable space in locations where very little pedestrian traffic is anticipated;

(b) The grade and configuration of the open space shall be suitable to recreational activities (e.g., locate play areas on relatively level ground and picnic areas in sunny locations);

(c) The open space shall feature amenities and activities that encourage pedestrians to use the space. Spaces larger than 2,500 square feet should include a combination of active and/or passive recreational uses that attracts a variety of people. "Active" features could include, for example, a trail, sports court, or children's play area. "Passive" features could include an informal garden, fountain, sculpture, nature viewing area, picnic area, or seating. No use shall be allowed within the open space that adversely affects the aesthetic appeal or usability of the open space;

(d) Project applicants shall demonstrate how the space incorporates crime prevention through environmental design (CPTED) principles, including:

(i) Natural surveillance, which occurs when parks or plazas are open to view by the public and neighbors. For example, a plaza that features residential units with windows looking down on space means that the space has good "eyes" on the park or plaza;

(ii) Lighting levels according to SMC 21B.30.190 or as noted in this section;

(iii) Landscaping and Fencing. Avoid configurations that create dangerous hiding spaces and entrapment conditions;

(iv) Entrances should be prominent, well lit, and highly visible from inside and outside of the space;

(v) Maintenance. Open spaces shall utilize commercial grade materials that will last and require minimal maintenance costs. Walls, where necessary, shall be designed and treated to deter graffiti. Use and maintain landscape materials that reduce maintenance cost and maintain visibility, where desired, although some maintenance for landscaping is expected;

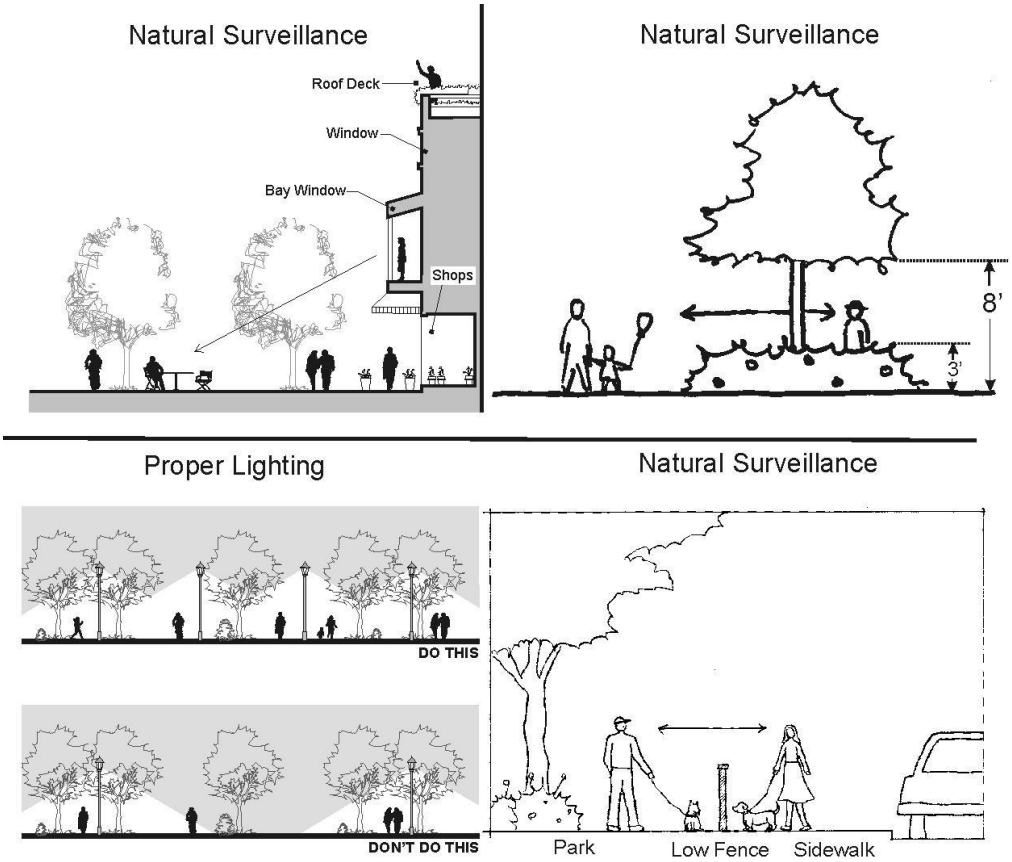


Figure 21B.30.160a Illustrating CPTED principles.

(e) Covered open space, such as a picnic shelter or covered sports court, is encouraged;

(f) Landscape elements shall also serve as a stormwater quality improvement function and as rain gardens. See SMC 21B.30.100(4) and Chapter 21B.35 SMC;

(g) In order to qualify as part of required open space, including multifamily open space, an open space shall conform to the Americans with Disabilities Act (ADA); and

(h) Existing trees and significant vegetation shall be maintained in open space areas unless an alternate landscaping plan for such areas is required or approved or unless planned active

recreational activities would conflict with existing vegetation. In case of conflicts with planned activities, the design should strike a balance, as determined by the director, where it maximizes active recreation opportunities while trying to maintain the most important stands of trees and vegetation.

(2) Pedestrian-Oriented Open Space Design Criteria. These spaces, as required per SMC 21B.30.090, are intended to be publicly accessible spaces that enliven the pedestrian environment by providing (1) opportunities for outdoor dining, socializing, and relaxing and (2) visual amenities that contribute to the unique character of the Town Center. Design criteria for pedestrian open space:

(a) Sidewalk area, where widened beyond minimum requirements, shall count as pedestrian-oriented open space. The additional sidewalk area may be used for outdoor dining and temporary display of retail goods. The standards in subsections (2)(b) and (c) of this section shall not apply to sidewalks, where used as usable open space;

(b) The following design elements are required for pedestrian-oriented open space:

(i) Pedestrian access to the abutting structures from the street, private drive, or a nonvehicular courtyard;

(ii) Paved walking surfaces of either concrete, porous concrete or approved unit paving;

(iii) Pedestrian-scaled lighting (no more than 14 feet in height) at a level averaging at least two foot-candles throughout the space. Lighting may be on site or building-mounted lighting;

(iv) At least three feet of seating area (bench, ledge, etc.) or one individual seat per 60 square feet of plaza area or open space. This provision may be relaxed or waived where there are provisions for movable seating that meet the intent of the standard as determined by the director;

(v) Spaces shall be positioned in areas with significant pedestrian traffic to provide interest and security – such as adjacent to a building entry; and

(vi) Landscaping that adds visual or seasonal interest to the space;

Exhibit 1

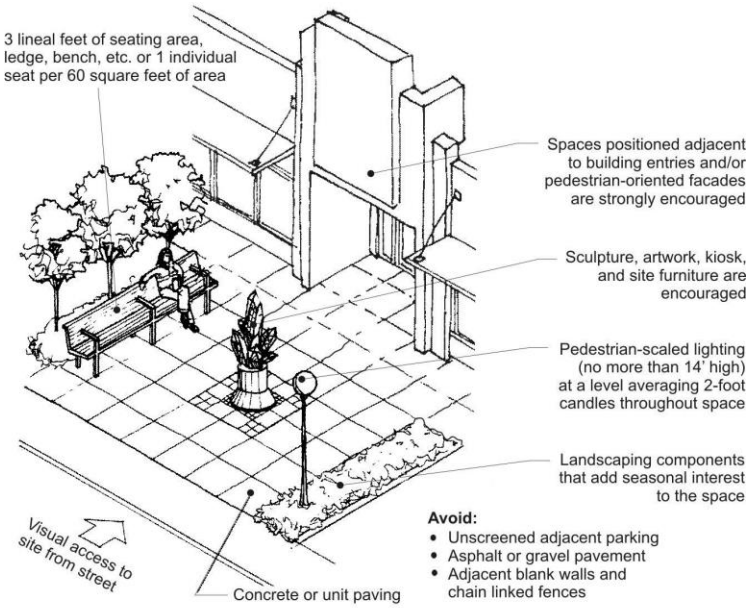


Figure 21B.30.160b. Illustration of key pedestrian-oriented open space standards.

(c) The following features are encouraged in pedestrian-oriented space:

(i) Pedestrian amenities such as a water feature, drinking fountain, and/or distinctive paving or artwork;

(ii) Provide pedestrian-oriented facades on some or all buildings facing the space;

(iii) Consideration of the sun angle at noon and the wind pattern in the design of the space;

(iv) Transitional zones along building edges to allow for outdoor eating areas and a planted buffer;

(v) Movable seating;

(vi) Incorporation of water treatment features such as rain gardens or the use of an area over a vault as a pedestrian-oriented space; and

(vii) Weather protection, especially weather protection that can be moved or altered to accommodate conditions; and

(d) The following features are prohibited within pedestrian-oriented space:

(i) Asphalt or gravel pavement, except where continuous gravel or asphalt paths intersect with the space;

(ii) Adjacent chain link fences;

(iii) Adjacent blank walls; and

(iv) Adjacent dumpsters or service areas.

Exhibit 1

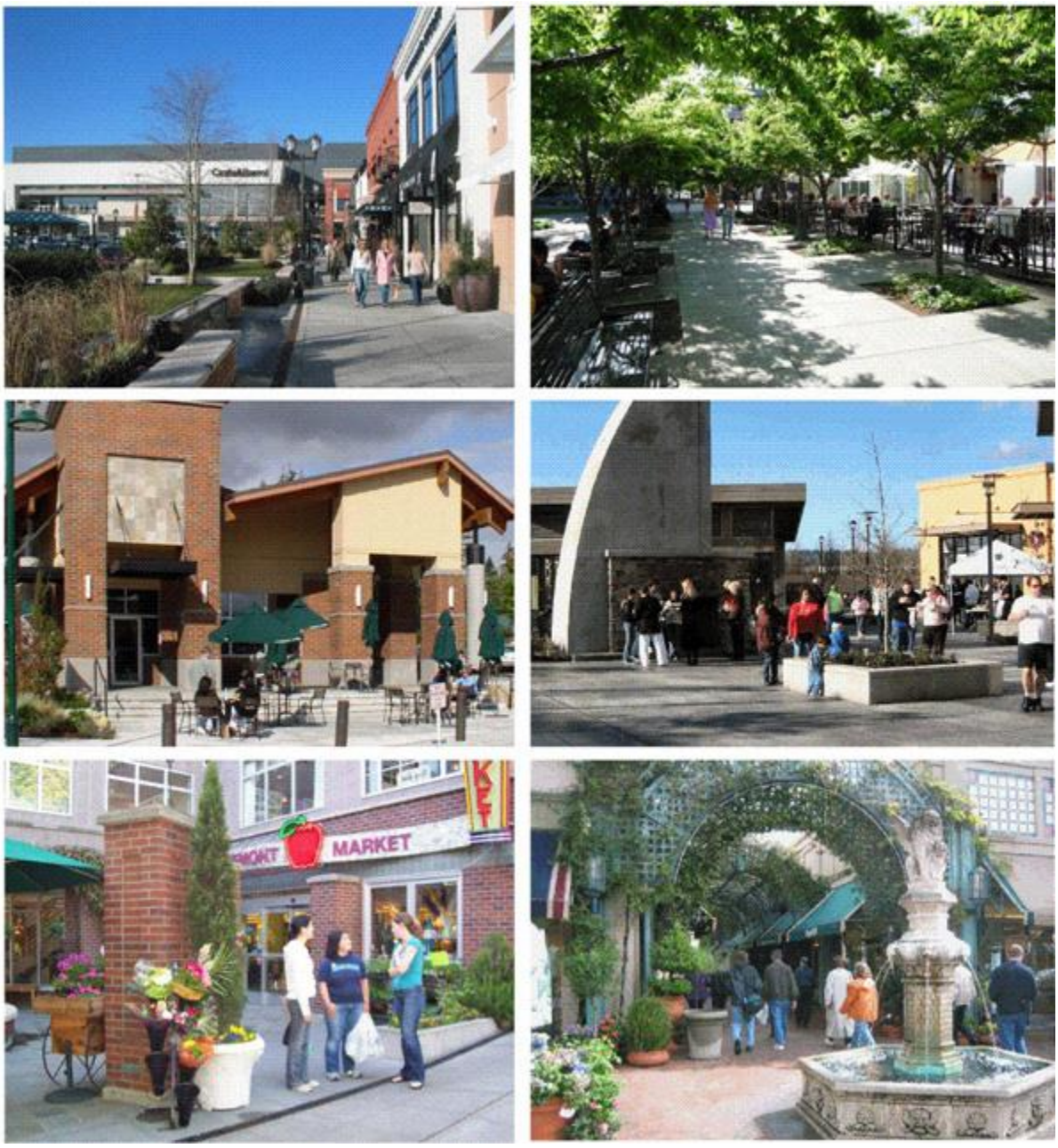


Figure 21B.30.160c. Examples of pedestrian-oriented open space. Clockwise from upper left: University Village (Seattle, WA), Pearl District (Portland, OR), Kent Station (Kent, WA), Walnut Creek (CA), Fremont (Seattle, WA), and Mill Creek Town Center (Mill Creek, WA).

(3) Multifamily Open Space Design Criteria.

(a) Common open space includes landscaped courtyards or decks, front porches, gardens with pathways, children's play areas, or other multi-purpose recreational and/or green spaces. Special requirements and recommendations for common open spaces include the following:

(i) Required setback areas shall not count towards the open space requirement unless they are portions of a space that meets the dimensional and design requirements and guidelines herein as determined by the director;

(ii) Space shall be large enough to provide functional leisure or recreational activity. To meet this requirement, no dimension shall be less than 15 feet in width (except for front porches);

(iii) Spaces (particularly children's play areas) shall be visible from at least some dwelling units and positioned near pedestrian activity;

(iv) Spaces shall feature paths, landscaping, seating, lighting and other pedestrian amenities to make the area more functional and enjoyable;

(v) Individual entries may be provided onto common open space from adjacent ground floor residential units, where applicable. Small, semi-private open spaces for adjacent ground floor units that maintain visual access to the common area are strongly encouraged to enliven the space. Low walls or hedges (less than three feet in height) are encouraged to provide clear definition of semi-private and common spaces;

(vi) Separate common space from ground floor windows, automobile circulation, service areas and parking lots with landscaping, low-level fencing, and/or other treatments as approved by the director that enhance safety and privacy (both for common open space and dwelling units);

(vii) Space should be oriented to receive sunlight, facing east, west, or (preferably) south, when possible;

(viii) Stairways, stair landings, above grade walkways, balconies and decks shall not encroach into the minimum required common open space areas. An atrium roof covering may be built over a courtyard to provide weather protection provided it does not obstruct natural light inside the courtyard. Front porches are an exception; and

(ix) Unenclosed front porches qualify as common open space provided:

(A) No dimension is less than eight feet; and

(B) The porches are accessible to all residents.

Exhibit 1

Figure 21B.30.160d. Good examples of common open space. Clockwise from upper left: Vancouver (WA), Redmond (WA), unknown, and Redmond (WA)

Figure 21B.30.160e. This courtyard is too narrow to function as usable open space, particularly given the height of the building.

(b) Private Balconies and Decks. To qualify as open space meeting the requirements of SMC 21B.30.090, such spaces shall be at least 35 square feet, with no dimension less than four feet, to provide a space usable for human activity. The space shall meet ADA standards. This standard also applies to individual front porches if counted toward townhouse open space requirements.

(c) Shared Rooftop Decks. To qualify as open space meeting the requirements of SMC 21B.30.090, such spaces shall meet the following requirements:

(i) Space shall be ADA accessible to all dwelling units;

(ii) Space shall provide amenities such as seating areas, landscaping, and/or other features that encourage use as determined by the director;

(iii) Space shall feature hard surfacing appropriate to encourage resident use; and

(iv) Space shall incorporate features that provide for the safety of residents, such as enclosures and appropriate lighting levels.

Figure 21B.30.160f. Balconies and roof decks: Examples of what can and cannot be considered open space.

(d) Indoor Recreational Areas. To qualify as open space meeting the requirements of SMC 21B.30.090, such spaces shall meet the following conditions:

(i) The space shall meet ADA standards and shall be located in a visible area, such as near an entrance, lobby, or high traffic corridors; and

(ii) Space shall be designed specifically to serve interior recreational functions and not merely be leftover unrentable space used to meet the open space requirement. Such space shall include amenities and design elements that will encourage use by residents as determined by the director.

(4) Children Play Area Safety Requirements. All children play area apparatus shall meet Consumer Product Safety Standards for equipment, soft surfacing and spacing, and shall be located in an area that is:

(a) At least 400 square feet in size with no dimension less than 20 feet; and

(b) Adjacent to main pedestrian paths or near building entrances. (Ord. O2010-293 § 1 (Att. A § 21B.30.240))

21B.30.170 Site design elements – Trail corridors.
Trails, as required in SMC 21B.30.060, shall be provided within easements, or tracts, of sufficient width and length consistent with the dimensional standards as defined below.

Proposed public and private trails shall be reviewed by the director for consistency with the following standards:

(1) Trails Master Plan. The Sammamish Trails, Bikeways, and Paths Master Plan provides design standards for the full range of trails and pedestrian routes desired within the City. This document shall be used as a guide to help determine the type of trail to be constructed in specific locations of the Town Center depending on the terrain, environmental conditions, adjacent uses, connectivity, and anticipated usage. Trails shall be constructed per design standards set forth in the Trails, Bikeways, and Paths Master Plan.

(2) Use of Existing Corridors. To the extent practical in implementing the conceptual Town Center Trails Plan as shown in Figure 21B.30.060a, trails should generally be located to minimize the need to remove additional vegetation and create other associated impacts. If sensitive areas exist on or in proximity to an existing cleared or improved corridor, then impacts from constructing the trail shall be mitigated consistent with Chapter 21A.50 SMC, including the recommendations from any required sensitive areas study. Trails may be located in other areas if it is demonstrated that a new corridor creates less overall or less incremental impact to sensitive areas and habitat while still achieving overall project goals and objectives.

(3) Compatibility with Adjacent Land Uses. Trails should be designed and constructed to encourage users to remain on the trail, to diminish the likelihood of trespass and to promote privacy for adjacent landowners. The project applicant shall propose for the department's review and approval the use of fencing, signage, landscaping or other appropriate means to accomplish this requirement. Any proposed lighting should be directed away from houses along the trail corridor. Ground-level lighting, such as bollards, is preferred. Safety of trail users and adjacent landowners shall be addressed through review of vehicle access and crossing locations and design.

(4) Width. The width of the cleared area, trail corridor, surface and shoulder should be designed consistent with AASHTO standards for public multi-use paved trails (Guide for the Development of Bicycle Facilities, 1999, as amended, American Association of State Highway and Transportation Officials), and with U.S. Forest Service standards (Trails Management Handbook, 1991, as amended, and Standard Specifications for Construction of Trails Handbook, 1984, as amended) if unpaved. Cleared areas shall be the minimum necessary consistent with the standards and requirements in the SMC.

(5) Sensitive Areas and Buffers. Trail impacts to sensitive areas should be reviewed consistent with the impact avoidance and mitigation sequencing requirements of Chapter 21A.50 SMC. Mitigation of impacts is required, even for trails located on existing corridors consistent with subsection (2) of this section. Wetland and stream buffers shall be expanded to compensate for the total area of the trail corridor, including all disturbed areas located within the buffer area. No expansion shall be required for trails located on existing improved corridors, including but not limited to utility corridors, road or railroad rights-of-way, within wetland or stream buffers. Mitigation shall be required for all impacts consistent with Chapter 21A.50 SMC.

(6) Location. Except for approved viewing platforms, spur trails, wetland or stream crossings proposed consistent with Chapter 21A.50 SMC, or trails located on existing corridors consistent with subsection (2) of this section, trails that are proposed in proximity to wetlands or streams or associated buffers may only be located in the outer 25 percent of the wetland or stream buffer and should be generally aligned parallel to the stream or perimeter of the wetland. Spur trails and viewing structures should be designed to minimize impacts on sensitive area and wildlife habitat. Viewing platforms shall be placed landward of the wetland or stream edge.

(7) Wildlife. Trails should be designed and constructed to encourage users to remain on the trail through the use of fencing, signage, landscaping or other appropriate means to minimize impacts to wildlife and habitat. In addition to the requirements related to wildlife corridors elsewhere in the SMC, trail location, lighting, construction decisions, and requirements for use (e.g., pet leash requirements, bicycle speed limits, etc.) should be guided by recommendations from sensitive areas studies to avoid, minimize and mitigate impacts to habitat for sensitive species. In a vegetation management plan developed for City review and approval consistent with SMC 21A.50.160, all disturbed areas shall be landscaped with appropriate native vegetation upon completion of trail construction or as soon thereafter as possible. The trail maintenance entity shall ensure that such vegetation survives through an appropriate mechanism. An integrated vegetation and pest management plan shall be developed by the applicant and approved by the department that avoids or minimizes the use of pesticides, herbicides and other hazardous substances.

(8) Surfacing. The director will determine pavement options for the specific trail section. To promote infiltration and groundwater recharge and to minimize slope instability, trail surfaces shall be made of pervious materials unless infeasible. ~~Impervious paving may be used where the director determines that pervious pavements are ineffective or inappropriate due to soil conditions. However, pervious paving or other low impact techniques that meet overall project goals for cost and durability are encouraged.~~ Boardwalks may be used for areas subject to regular inundation, and should be constructed with nonhazardous materials. Impervious materials may also be used if necessary for soil stabilization or to prevent soil erosion, or if the trail is specifically designed and intended to be accessible to physically challenged persons and is identified as such in the City's adopted Comprehensive Plan, parks plan or trails plan.

(9) Maintenance. Maintenance of any trail corridor or improvements, retained in private ownership, shall be the responsibility of the owner or other separate entity capable of long-term maintenance and operation in a manner acceptable to the City. (Ord. O2010-293 § 1 (Att. A § 21B.30.250))

Exhibit 1

Attachment K

Chapter 21B.35

DEVELOPMENT STANDARDS – LANDSCAPING AND IRRIGATION

Sections:
[…]
21B.25.040 Provisions to obtain additional (bonus) residential density or commercial development capacity.
[…]

[…]

21B.35.220 Tree replacement and enforcement.
This section shall apply in addition to the provisions of SMC Title 23, Code Enforcement.

(1) Any tree removed in violation of SMC 21B.35.200, Tree retention requirements, or any tree removed pursuant to the exception process of SMC 21B.35.200(7) shall be subject to the following replacement requirements:

(a) Coniferous trees shall be replaced by coniferous trees native to Washington. ~~and deciduous~~ Deciduous trees shall be replaced with a mixture of native coniferous trees and deciduous trees at a ratio of 2 coniferous trees to every one deciduous tree per the replacement ratios below~~by deciduous trees native to Washington~~;

(b) Replacement coniferous trees shall be at least eight feet in height. Replacement deciduous trees shall be at least one and one-half inches in diameter (DBH); and

(c) Trees shall be replaced subject to the following replacement ratios:

(i) Removed trees with a DBH greater than nine inches up to 12 inches shall be replaced by four trees;

(ii) Removed trees with a DBH greater than 12 inches up to 16 inches shall be replaced by six trees; and

(iii) Removed trees with a DBH of 16 inches or more shall be replaced by eight trees.

(2) Financial guarantees for replacement trees may be required consistent with the provisions of SMC Title 27A.

(3) At the discretion of the director, each tree removed in violation of this chapter may be considered a separate code enforcement case for the purposes of SMC Title 23, Code Enforcement. (Ord. O2010-293 § 1 (Att. A § 21B.35.240))

Exhibit 1

Attachment L

Chapter 21B.85

DEVELOPMENT STANDARDS – INTERIM STORWMATER STANDARDS

Sections:

21B.85.010 Purpose and intent.

21B.85.020 Applicability.

21B.85.030 Town Center interim stormwater standards adopted.

21B.85.040 Review and appeal.

21B.85.010 Purpose and intent.

Low impact development (LID) is an approach to land use planning and project design that seeks to:

(1) Increase the ability of a developed site to effectively emulate predevelopment hydrologic conditions, including, without limitation, stormwater retention, water quality treatment, and infiltration functions;

(2) Minimize overland stormwater runoff from a developed site;

(3) Maximize the retention of trees, native vegetation, understory plants, and native soils;

(4) Minimize soil disturbance;

(5) Minimize the conversion of site surfaces from vegetated to nonvegetated surfaces; and

(6) Maximize the quantity and use of appropriate native plants on site.

The purpose of this chapter is to require that development proposals within the Town Center sub-area fully incorporate the interim stormwater standards and low impact development into all aspects of project design. (Ord. O2010-293 § 1 (Att. A))

21B.85.020 Applicability.

(1) The provisions of this chapter shall apply to all land uses in the City of Sammamish Town Center zones, and all persons within the Town Center shall comply with the requirements of this chapter.

(2) The City shall not approve any permit or otherwise issue any authorization to alter the condition of any land, water or vegetation or to construct or alter any structure or improvement without first assuring compliance with the requirements of this chapter.

(3) Approval of a development proposal pursuant to the provisions of this chapter does not discharge the obligation of the applicant to comply with the provisions of this chapter. (Ord. O2010-293 § 1 (Att. A))

21B.85.030 Town Center stormwater standards adopted.

(1) Stormwater standards in the Town Center shall be in accordance to the adopted Surface Water Design Manual and Sammamish Addendum.

(2) The City is hereby authorized, subject to the review provisions of SMC 21B.85.040, to modify the stormwater requirements, standards, and specifications. (Ord. O2010-293 § 1 (Att. A))

21B.85.040 Review and appeal.

(1) Process. The use of the stormwater standards and specifications, along with applicable low impact development design, shall be reviewed concurrently with a primary proposal to consider the proposed site plan and methods used to earn the incentives as follows:

(a) For the purpose of this section, a “primary proposal” is defined as a proposed unified zone development plan, subdivision, binding site plan, conditional use permit, or commercial site development permit;

(b) The applicant shall identify the primary proposal’s low impact development improvements at the time of application;

(c) When the primary proposal requires a public hearing under this title or SMC Title 19A or 20, the public hearing on the primary proposal shall serve as the hearing on the stormwater standards and specifications and applicable low impact development improvements proposed, and the reviewing authority shall make a consolidated decision on the proposed development;

(d) When the primary proposal does not require a public hearing under this title or SMC Title 19A or 20, the stormwater standards and specifications, and applicable low impact development improvements, shall be subject to the decision criteria for conditional use permits outlined in Chapter 21A.100 SMC and to the procedures set forth in SMC Title 20;

(2) Review. In evaluating a primary proposal and associated stormwater standards and specifications, and applicable low impact development improvements, the City shall have the authority to request additional technical information prepared by a certified professional to:

(a) Determine whether the development proposal is consistent with this chapter;

(b) Determine if a proposed approach is consistent with the standards of the King County Surface Water Design Manual, City of Sammamish Stormwater Comprehensive Plan, or the Low Impact Development Technical Guidance Manual for Puget Sound, or other suitable reference, as determined by the director;

(c) Determine whether the proposed combination of techniques adequately work together toward meeting the goals of this chapter;

(d) Determine if the monitoring plans and bonding measures proposed by the applicant are sufficient to protect the public benefit, health, safety, and welfare, consistent with this chapter; and

(e) Determine that the proposed LID approaches shall function as intended.

(3) Health and Safety. Approval of all proposed stormwater design and required low impact development improvements shall be subject to the review of the City to determine that the proposed development does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site and is consistent with the general purposes of this chapter and the public interest.

~~(4) Modification or Elimination of Requirements. Compliance with the adopted stormwater standards and specifications, and applicable low impact development improvements, shall be required to the maximum extent practically feasible. The City is authorized to approve the modification or elimination of stormwater standards and/or low impact development improvement requirements, standards, and specifications set forth in Appendix G of the document entitled "Town Center Stormwater Comprehensive Plan" as adopted by Resolution R2010-430 as follows:~~

~~(a) The burden of proving that a proposed modification or waiver of stormwater standards and specifications, or low impact development requirements, meets the criteria enumerated in this section shall be on the applicant. Absence of such proof shall be grounds for denial of the request;~~

~~(b) All requests to modify or eliminate required stormwater standards or specifications, or low impact development improvements, shall be based upon site specific analysis of the feasibility of required improvements, standards and specifications. Such analysis shall include evaluation of site and vicinity~~

~~soils, hydrology, and other factors, as determined by the City, affecting the successful design of the stormwater or low impact development improvements.~~

(c) In approving a modification or waiver to the stormwater standards or specifications, or low impact development improvements, the City may consider the purpose, effectiveness, engineering feasibility, commercial availability of technology, best management practices, safety and cost of the proposal.

(5) Adjustments.

(a) Minor. Minor changes to proposed stormwater standards and specifications or low impact development improvements may be authorized by the City following approval of the primary proposal. Minor changes include, but are not limited to, changes related to improvement sizing, location, and components.

(b) Major. Major changes to proposed stormwater standards or specifications, or low impact development improvements, may not be authorized by the City following approval of the primary proposal. Major changes shall require re-submittal of the land use applications associated with the primary proposal. Major changes include, but are not limited to, elimination of proposed low impact development improvements and changes to site layout that preclude the success of approved low impact development improvements.

(6) Appeals. Any person or agency aggrieved by an act or decision of the City pursuant to this title may appeal said act or decision to the City of Sammamish pursuant to the appeal provisions for the underlying development permit application as contained in Chapter 20.05 SMC. (Ord. O2010-293 § 1 (Att. A))

Exhibit 1

Exhibit 2

Exh 2 Low Impact Development Codes Update and 2016 King County Surface Water Design Manual and Sammamish Addendum
Response to Council Comments

CM Valderrama: In 2005 there were Special Provisions for our three lakes. I do not see that those Special Provisions have been maintained.

Staff Response: The Special District Overlay SMC 21A.50.355 is maintained and still part of the SMC. Please refer to Ordinance 2013-350 Critical Areas Update. The Surface Water Design Manual and LID Code Update do not propose to revise this code.

CM Malchow: What are the minimum LID requirements?

Staff Response: LID best management practices such as use of infiltration and dispersion are required, at a minimum, to be applied for all new impervious and replaced impervious surfaces unless shown to be infeasible. Cost is no longer an infeasibility criteria.

CM Hornish: Who inspects and reviews building permits? Is there good coordination between Planning and Public Works Departments?

Staff Response: Inspection is completed by both building inspectors and Public Works inspectors. Reviews are routed to planners, plans examiners, and PW development engineer reviewers. For Low Impact Development Best Management Practices such as bioretention systems, PW's stormwater group will provide training on review, inspection, and maintenance of these facilities.

CM Odell: Will the City purchase additional rain gauges?

Staff Response: We will investigate options and plan to purchase additional gauges.

CM Huckabay: I heard an area in Bellevue on W. Lake Sammamish Parkway that may have a high level of naturally occurring phosphorous. Will use of LID and infiltration cause additional phosphorus from soils to leach into Lake Sammamish? Should we limit LID installations near our phosphorus-sensitive lakes if there are similar areas such as those in Bellevue?

Staff Response: Phosphorus is found naturally in all soils. The goal of using LID is to mimic natural stormwater processes to infiltrate and distribute runoff so that there is not a single point of discharge. If LID is feasible, its benefits would include increasing stream base flows, decreasing temperature, decreasing stream erosion from outfalls systems, and decreasing dissolved oxygen – all areas of concern for Lake Sammamish. The Surface Water Design Manual indicates that it is infeasible to locate bioretention in an area of known soil or groundwater contamination. The geotechnical report will address this criteria if it is found that high phosphorus levels on a development site have the potential of reaching phosphorus sensitive lakes. We **DO NOT** recommend that a blanket restriction on using LID near our phosphorus sensitive lakes be established but that we instead review the feasibility of LID implementation through each development site's geotechnical report.

Exhibit 2

CM Keller: The LID Code Update Exhibit 2, Page 38 SMC 21B.25.040 includes the bolded underline language and should be changed since the City Council has included the Town Center as a TDR receiving site. ***21B.25.040 Provisions to obtain additional (bonus) residential density or commercial development capacity.*** *(1) Bonus Residential Dwelling Units. SMC 21B.25.030 identifies the "maximum density" and "allocated density" for each Town Center zone. Projects may obtain additional density by complying with the affordable housing provisions set forth in Chapter 21B.75 SMC, by the incorporation of site amenities subject to TC-D zone residential dwelling unit transfers, and/or through the City's transfer of development rights (TDR) program* ***(subject to the adoption by the City council including the Town Center as a receiving site).*** *Bonus provisions vary by zone…*

Staff Response: This language in SMC 21B.25.040 was unchanged with the LID code update. SMC 21B.25.040 was modified to allow the use of LID as a Design Criteria for Awarding Bonus Commercial and Residential Development Capacity. We do not propose to modify the language cited above since it not LID related. Should the Council want to consider amending SMC 21B.25.040 to address desired changes to the TDR provisions, it should be done as a separate action from amending the LID Codes.

City Council Agenda Bill

Meeting Date: **December 13, 2016** Date Submitted: 12/7/2016

Originating Department: Public Works

Clearances:

- ☑ Attorney
- ☑ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☑ Public Works
- ☑ City Manager
- ☐ Parks & Recreation

Subject: Public Hearing on Interim Emergency Ordinance Number O2016-417, Amending the Stormwater Management Regulations for the Tamarack Neighborhood

Action Required: Conduct a Public Hearing

Exhibits: 1. Ordinance O2016-417

Budget: N/A

Summary Statement:
Interim Emergency Ordinance number O2016-417 (Exhibit 1) was adopted by the City Council on October 18, 2016 and became effective immediately for a period of six months. The interim Emergency Ordinance amended the Sammamish Surface Water Design Manual (SWDM) and Title 13 of the Sammamish Municipal Code (SMC), related to the control of stormwater in the Tamarack assessors plat. State law requires that a public hearing be held within 60 days following the adoption of an interim zoning ordinance.

The City's update to the SWDM, collectively the 2016 King County Surface Water Design Manual, Sammamish Addendum, and SMC 13, includes provisions for drainage review that address the flooding and erosion concerns prompting Emergency Ordinance O2016-417. The updated SWDM will require drainage review when development located within landslide hazard drainage areas propose more than 500 square feet of new impervious surface. Therefore, the Ordinance that adopts the updated SWDM will repeal and replace Emergency Ordinance O2016-417 when it goes into effect on January 1, 2017.

Background:
On March 17, 2015, the City Council adopted Ordinance O2015-389, which modified the stormwater development regulations in the Inglewood neighborhood. It required that development within the Inglewood neighborhood, which results in more than 500 square feet of new and/or replaced impervious surface, complete a drainage review and comply with the requirements of the Landslide Hazard Drainage Area established in the Sammamish Surface Water Design Manual.

Interim Emergency Ordinance number O2016-417, included as Exhibit 1, was adopted on October 18, 2016 and requires that the Tamarack neighborhood comply with the same regulations as the adjacent Inglewood neighborhood. Much like Inglewood, Tamarack was platted before considerations were given to surface and stormwater impacts. Additionally, both plats contain large areas that drain to landslide hazard areas.

Financial Impact:
N/A

Recommended Motion:
Hold a Public Hearing to take public testimony on interim Emergency Ordinance number O2016-417.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2016-417

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING THE SURFACE WATER DESIGN MANUAL AND SECTION 13.20.020 OF THE SAMMAMISH MUNICIPAL CODE RELATING TO SURFACE WATER MANAGEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

WHEREAS, the City incorporated in August of 1999;

WHEREAS, the City Council first adopted the City's Comprehensive Plan on September 16, 2003, and has subsequently reviewed and amended the Comprehensive Plan, and the City Council has enacted zoning consistent with the comprehensive plan; and

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003 and subsequent revisions have been made since that time; and

WHEREAS, Title 13 of the Sammamish Municipal Code ("SMC") contains development regulations for surface and stormwater management; and

WHEREAS, plats approved prior to 1977 ("historic plats") were not subject to surface and stormwater regulations; and

WHEREAS, the City has landslide hazard areas that are potentially subject to risk of mass movement and susceptible to landslides due to a combination of geologic, topographic, and hydrologic factors; and

WHEREAS, the City has observed that when development occurs on previously vacant lots within historic plats that drain onto landslide hazard areas, there is a greater possibility for deleterious discharges associated with surface and stormwater when such discharges from the development are not tightlined below the landslide hazard area; and

WHEREAS, through Ordinance No. O2015-389, the City Council adopted development regulations relating to surface water management within a specific historic plat. The regulations reduced the amount of new and/or replaced impervious surface that would be allowed before requiring review and regulation; and

WHEREAS, the City Council has determined that an adjacent assessors plat with similar characteristics to the historic plat defined in Ordinance No O2015-389 would likewise benefit from a similar threshold for review and regulation; and

WHEREAS, drainage review in the Tamarack assessors plat is currently not required for development permits or approvals that would result in less than 2,000 square feet of new impervious surface, replaced impervious surface, or new plus replaced impervious surface; and

WHEREAS, the City has determined that interim development regulations adopted under the provisions of RCW 36.70A.390 are necessary in order to allow adequate time for the City to effectively analyze and determine if current development regulations and review requirements address the surface and stormwater issues in the Tamarack assessors plat; and

WHEREAS, the City Council finds that amending the surface water management regulations is necessary for the protection of the public health, safety and welfare;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings of Fact. The City Council adopts as findings of fact the recitals set forth above, which are incorporated herein by this reference.

Section 2. SMC 13.20.020, Drainage review - When required - Type, Amended. Sammamish Municipal Code Section 13.20.020, *Drainage review – When required – Type*, is hereby amended as set forth in **Attachment 1**, which is incorporated herein by this reference.

Section 3. City of Sammamish Surface Water Design Manual Addendum, Amended. The City of Sammamish Surface Water Design Manual Addendum is hereby amended as set forth in **Attachment 2**, which is incorporated herein by this reference.

Section 4. Effective Duration of Interim Development Regulations: The interim zoning regulations set forth in this Ordinance shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six-month period unless sooner repealed.

Section 5. Public Hearing. The City Council will hold a public hearing at the City Council's regular meeting beginning at 6:30 p.m. on December 13, 2016 or as soon thereafter as the business of the City Council shall permit, in order to take public testimony and to consider adopting further findings of fact.

Section 6. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 7. Effective Date. This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to Matson v. Clark County

Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 18TH DAY OF OCTOBER, 2016.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:	October 13, 2016
First Reading:	October 18, 2016
Passed by the City Council:	October 18, 2016
Date of Publication:	October 21, 2016
Effective Date:	October 18, 2016

ATTACHMENT 1:
Amended SMC 13.20.020

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

(a.1) Would result in 500 square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface within a historic plat as defined and mapped in Attachment B at the end of this section; or

(a.2) Would result in 500 square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface within the Tamarack assessors plat as defined and mapped in Attachment C at the end of this section; 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

(f) Is a redevelopment project proposing $100,000 or more of improvements to an existing high-use site; or

(g) Is a redevelopment project on a site in which the total of new plus replaced impervious surface is 5,000 square feet or more and whose valuation of proposed improvements, including interior improvements and excluding required mitigation and frontage improvements, exceeds 50 percent of the assessed value of the existing site improvements.

(2) The drainage review for any proposed project shall be scaled to the scope of the project's size, type of development and potential for impacts to the regional surface water system to facilitate preparation and review of project applications. If drainage review for a proposed project is required under subsection (1) of this section, the City shall determine which of the following drainage reviews apply as specified in the Surface Water Design Manual:

(a) Small project drainage review;

(b) Targeted drainage review;

(c) Full drainage review; or

(d) Large project drainage review.

Exhibit 1

ATTACHMENT B

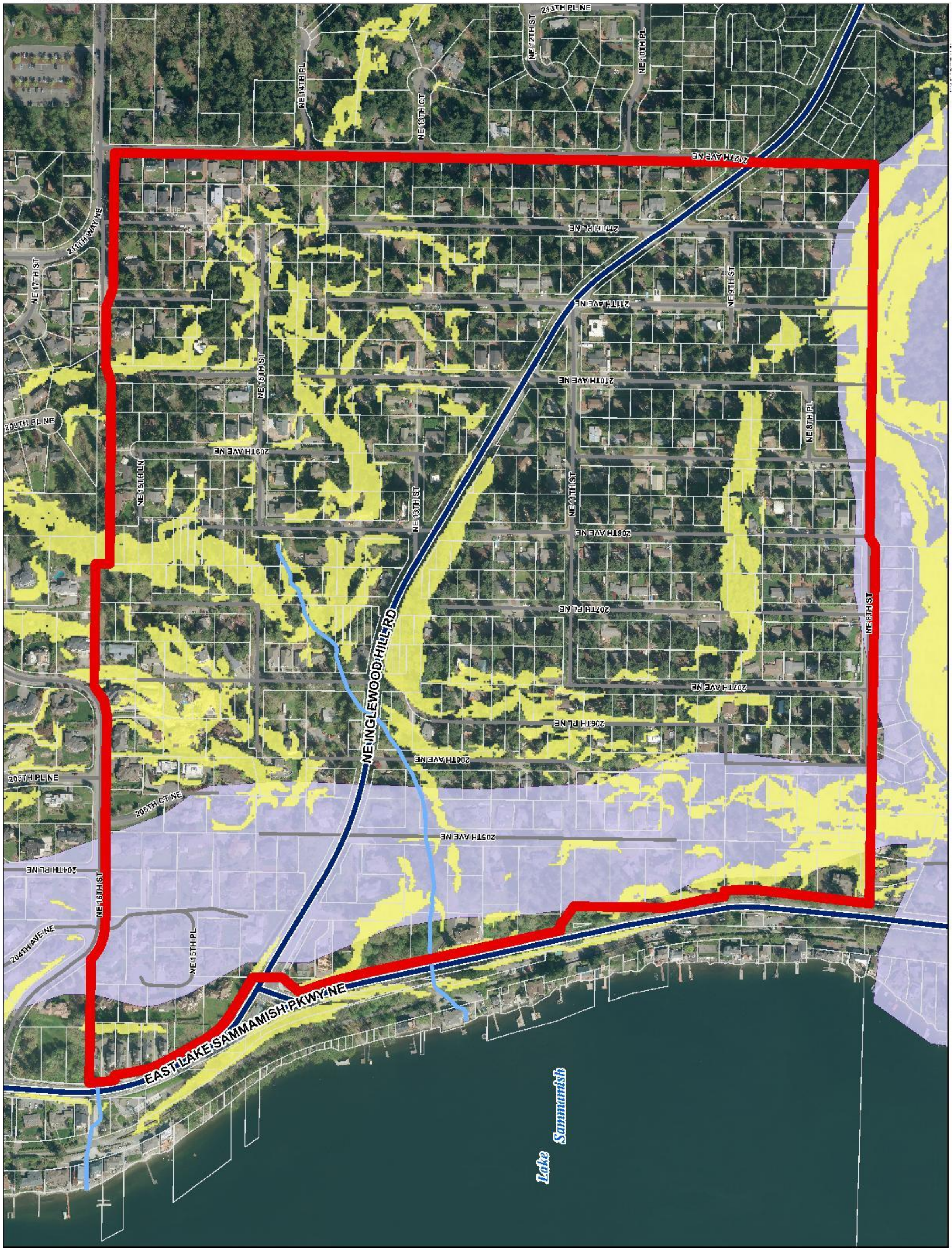
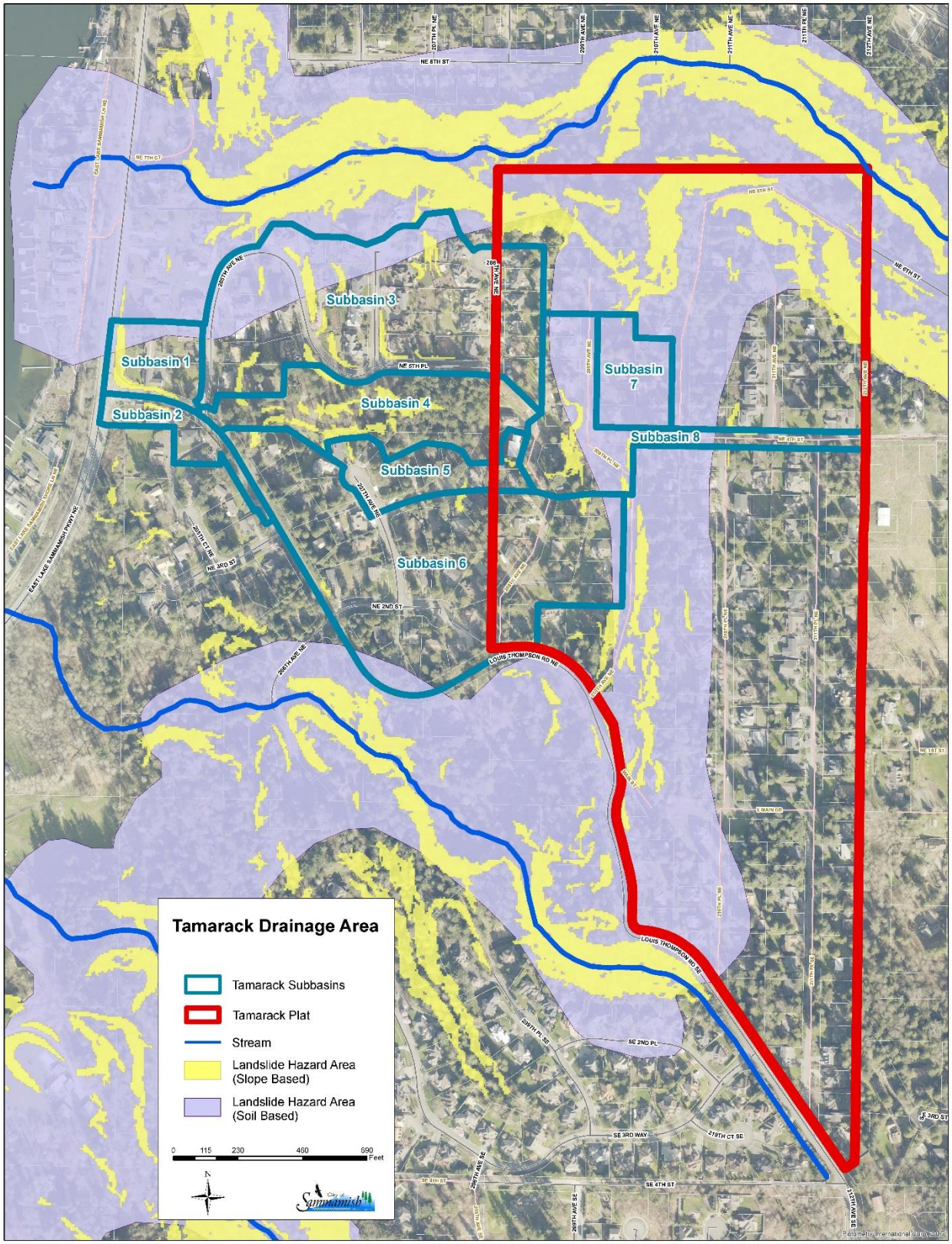


Exhibit 1

ATTACHMENT C



ATTACHMENT 2:
Amended City of Sammamish Surface Water Design Manual

1.2.1 CORE REQUIREMENTS #1: DISCHARGE AT THE NATURAL LOCATION

. . .

DISCHARGE REQUIREMENTS
Proposed projects must comply with the following discharge requirements (1, 2, and 3) as applicable:

. . .

2. IF a proposed project or any **natural discharge area** within a project is located within a historic plat[21] as defined and mapped in Attachment B of SMC 13.20.020, within the Tamarack assessors plat as defined and mapped in Attachment C of SMC 13.20.020, or within a *Landslide Hazard Drainage Area*[22] and, in fact, ultimately drains over the erodible soils of a SAO-defined 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 one of the following exceptions applies. The tightline system must comply with the design requirements in Core Requirements #4 and in Section 4.2.2 unless otherwise approved by DDES. 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 one of the following conditions can be met:

   a) Less than 500 square feet of new impervious surface will be added within the **natural discharge area**, OR

   b) All runoff from the **natural discharge area** will be infiltrated for runoff events up to and 31 including the 100-year event, OR

   c) DDES determines that a tightline system is not physically feasible or will create significant adverse impact based on a soils report by a geotechnical engineer.

. . .

[21] Historic plats are plats approved prior to 1977 that created separate lots as defined in SMC Title 19A smaller than 5,000 square feet.
[22] *Landslide Hazard Drainage Areas* are areas mapped by the County where it has been determined that overland flows from new projects will pose a significant threat to health and safety because of their close proximity to SAO-defined landslide hazard areas that are on slopes steeper than 15% (see Definitions Section for a more detailed definition of SAO landslide hazard areas). Such areas are delineated on the Landslide Hazard Drainage Areas map adopted with this manual (see map pocket on inside of back cover).