



City Council Study Session/Special Meeting

AGENDA

December 13, 2011

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

- Eastlake High School
- Skyline High School
- Eastside Catholic High School

Presentations/Proclamations

- State of the City

Public Comment

Note: *This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.*

Study Session

- Discussion: Traffic Enforcement Cameras
- Discussion: 2012 Non-motorized Project/Inglewood Hill Road

Consent Agenda

1. Contract: Custodial Service/Advanced Building Services
2. Contract: Landscaping Services/Plantscapes, Inc.
3. Contract: Sports Turf Maintenance/Brickman Group
4. Contract: Street Sweeping/Best Parking Lot
5. Final Acceptance: Sammamish Landing Picnic Shelters/Henderson
6. Final Plat Approval: The Reserve at Inglewood

Public Hearings- None

Unfinished Business - None

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

Council Reports

City Manager Report

- 2012 Comp Plan Docket List
- Cottage Housing Requirements
- Retiring Council Recognition

Executive Session – If necessary

Adjournment

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City Council Agenda Bill

Meeting Date: December 13, 2011

Date Submitted: December 7, 2011

Originating Department: Parks and Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input checked="" type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Custodial Services for City of Sammamish Parks and Facilities

Action Required: Authorize City Manager to execute a contract with Advantage Building Services to provide custodial services for city parks and facilities.

Exhibits: 1. Contract is for \$108,695.17 plus an authorization of a \$15,000 management reserve for additional service as needed.

Budget: \$415,000 is allocated in the 2012 Parks Resource Management Budget (001-076-576-80-41-00) for contracted maintenance services.
\$85,000 is allocated in the 2012 Facilities Budget (001-019-518-30-41-00), specifically earmarked for custodial services.

Summary Statement:

Custodial services for city parks and facilities were identified in the 2011-12 budget to be performed by contract.

A request for proposals (RFP) was issued on October 31, 2011 for custodial services for city parks and facilities. A total of five (5) firms responded to the RFP. Advantage Building Services (ABS) 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 January Seattle Consumer Price Index –Urban (CPI-U) rate.

Traditionally the city has entered into two separate contracts for custodial services - one for parks and one for facilities. A decision was made to combine the two contracts in an effort to reduce overall bid prices and reduce contract administration duties for staff.

Under this contract ABS will provide custodial services for Beaver Lake Park, the Beaver Lake Lodge, Beaver Lake Preserve, the Beaver Lake Maintenance Shop, City Hall, the Maintenance and Operations Center, East Sammamish Park, Eastlake High School Community Fields, Ebright Creek Park, Evans Creek Preserve, Pine Lake Park, Sammamish Commons, and Skyline High School Community Fields.



City Council Agenda Bill

Background:

In general, the scope of work for this contract is very similar to years past with a few exceptions including the addition of restroom cleaning at Evans Creek Preserve, and an increase in the cleaning frequency at Beaver Lake Lodge as a result of continued high use. A number of other minor adjustments (increases or in some cases decreases in type of service or frequency of service) were made to address the ever-changing maintenance needs of parks and facilities.

A three-year financial history for contracted custodial services is provided below.

Year	Parks	Facilities	Total
2012 (current)	Parks & Facilities Contracts Merged		\$108,695
2011	\$47,745	\$55,800	\$103,545
2010	\$51,410	\$65,015	\$116,425
2009	\$48,010	\$60,198	\$108,208

Despite an overall increase in the scope of work for the 2012 contract, the total contract amount closely aligns with historical expenditures for similar services.

In addition to the base contract, approval of a management reserve in the amount of \$15,000 is being requested to cover additional custodial services that may be needed throughout the year. Additional custodial services are often needed during periods of increased park and facility use, during special events, on days when multiple rental groups have reserved a facility, or for emergency purposes such as cleaning up vandalism in a park restroom.

Financial Impact:

The total requested authorization amount is \$123,695.17. This includes a contract with ABS for custodial services for city parks and facilities in the amount of \$108,695.17. The additional amount of \$15,000.00 is a management reserve to be used by written authorization to cover additional custodial services for parks and facilities.

\$415,000 is allocated in the 2012 Parks Resource Management Budget (001-076-576-80-41-00) for contracted maintenance services. Approximately \$70,000 of this fund is set aside for custodial services. \$85,000 is allocated in the 2012 Facilities Budget (001-019-518-30-41-00), specifically earmarked for custodial services.

Recommended Motion:

Authorize the City Manager to execute a contract with Advantage Building Services for \$108,695.17 to provide custodial services for City parks and facilities plus a management reserve fund in the amount of \$15,000 for a total not to exceed contract amount of \$ 123,695.17.



**SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT**

Between: City of Sammamish and Advantage Building Services
Project: Custodial Services for City Parks and Facilities
Commencing: January 1, 2012
Terminating: December 31, 2012
Amount: \$108,695.17

THIS AGREEMENT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Advantage Building Services (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Custodial Services for City Parks and Facilities

WHEREAS, pursuant to the invitation of the City, extended through the City of Sammamish Public Works Small Works Roster, 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 those services described in Exhibit "A" of this agreement. The Contractor shall provide and bear the expense of all equipment, 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. The Contractor shall perform all work in accordance with all applicable laws, rules and regulations including, but not limited to WAC 296-24-960 and WAC 296-45-455.

2. Contract Documents. The contract between the parties includes this contract, along with the project quote, Statement of Intent to Pay Prevailing Wages - Public Works Contract (L&I Form), Certificate of Insurance naming the City as additional insured, copy of Contractor's state contractor license and UBI number, and the Small Works Roster listing, which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

3. Responsibility/Payment. The City hereby promises and agrees to retain the Contractor to provide the services and materials to do and cause to be done the above described work and to complete and finish the same according to the terms and conditions contained in this contract.

Exhibit 1

The Contractor shall submit invoices for work performed using the form set forth in Exhibit “B”. The City agrees to pay the Contractor for the actual work completed as identified in the scope of work for a sum not to exceed \$108,695.17

The Contractor 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 Contractor for services rendered within ten days after City Council approval.

4. Time of Performance/Liquidated Damages. The Contractor agrees to enter into a contract no later than ten (10) working days after Notice of Award and begin work within ten (10) working days after the date of Notice to Proceed or according to the schedule outlined in the scope of work. If the work is not completed within the time specified, the Contractor agrees to pay the City the sum of two-hundred and fifty dollars (\$250.00) each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages, due to the difficulty and uncertainty of attempting to calculate related actual damages.

5. Warranties/Guaranty.

5.1 The Contractor warrants to the City that any materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

5.2 The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents within a period of one year after its acceptance thereof by the City.

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

7. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

Exhibit 1

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

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

8. Prevailing Wages. Pursuant to RCW 39.12.040, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid.

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

10. Applicable Law; Venue. This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the City of Sammamish Municipal Code, and ordinances of the City of Sammamish. Venue for any action hereunder shall be exclusively in King County Superior Court.

11. Termination.

11.1 The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Agreement shall promptly be submitted to the City

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

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

11.4 The Contractor reserves the right to terminate this Agreement in the event that outstanding invoices are not paid within sixty (60) days.

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

12. Duration. This contract may be renewed at the City's option for up to three (3) additional one (1) year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

13. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries,

Exhibit 1

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.

14. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.

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, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

18. Modification. No modification of this contract shall be of any force or effect, unless in writing 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:

City of Sammamish

Attn: Park Resource Supervisor

801 228th Avenue SE

Sammamish, WA 98075

Phone: (425) 952-2122

TO CONTRACTOR:

Advantage Building Services

Attn: Dan Pankevich

632 107th Place SE.

Everett, WA 98208

Phone: 425-355-9287

email: Dan@ABServices.us

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: _____

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

EXHIBIT A
City of Sammamish

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 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 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.
6. 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.
 - b. Restrooms and park gates shall be unlocked and opened between the hours of 5:00 am and 7:00 am on weekends and on holidays.
 - c. Custodial services in parks occur 365 days a year and include 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:
 - a. New Year's Day
 - b. Martin Luther King Day
 - c. President's Day

Exhibit 1

- d. Easter
- e. Memorial Day
- f. Fourth of July
- g. Labor Day
- h. Thanksgiving
- i. Day after Thanksgiving
- j. Christmas

- d. Work schedule May thru August for parks: Perform daily maintenance tasks between the hours of 10:00 pm and 6:00 am.
- e. Work schedule for High School Community Fields: Perform daily Maintenance Tasks between 6:00 am and 9:00 am. High School Community Sports Fields are to be opened according to the times specified in the attachments.

7. The work schedule for FACILITIES is as follows:

- a. Daily maintenance tasks may be performed at the Beaver Lake Lodge between midnight and 6:00 am.
- b. Daily maintenance tasks may be performed at the Beaver Lake Maintenance Shop between 10:00 pm and 5:00 am.
- c. Daily maintenance tasks may be performed at City Hall between 10:00 pm and 5:00 am.
- d. Daily maintenance tasks may be performed at the Maintenance and Operations Center between 10:00 pm to 5:00 am.

- 8. The vendor shall be able to 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.
- 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 or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.
- 11. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.
- 12. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.
- 13. Smoking is not permitted in any City building or on City grounds.

Exhibit 1

14. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.
15. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in termination of the contract, in a reduction of payment and/or collection of damages as specified in the contract.
16. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).
17. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect 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.
18. 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.

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 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.

Exhibit 1

6. The vendor shall supply all cleaners, chemicals and the like for servicing the facilities as scheduled, unless otherwise noted below.
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.

Exhibit 1

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.

Exhibit 1

6. Empty recycle bins and waste cans and replace plastic liners. Waste 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 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 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.

Exhibit 1

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**, 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 **Pine Lake Park**, as requested in **Attachment “A-11”** – Maintenance Schedule, for Pine Lake Park, 2405 228th Ave SE.
8. Provide custodial maintenance services for restrooms and gate opening service at **Sammamish Commons**, as requested in **Attachment “A-12”** – Maintenance Schedule, for Sammamish Commons, 801 – 228th Ave SE. (Gate opening service at 550 222nd Pl. SE.)
9. Provide custodial maintenance services and gate opening service at **Skyline High School Community Sports Fields**, as requested in **Attachment “A-13”** – Maintenance Schedule, for Skyline High School Community Sports Fields, 1122 – 228th Ave. S.

**Attachment “A-1”
Maintenance Schedule – Beaver Lake Lodge**

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.	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
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.	Daily seven days per week.	365
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 timers 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.
Maintenance Task IV: Kitchen Cleaning		
Sweep all floors.	Daily seven days per week.	365

Exhibit 1

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 lintens. 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 lintens. 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

**Attachment “A-2”
Maintenance Schedule – Beaver Lake Maintenance Shop**

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.	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
Clean drinking fountains adjacent to restrooms.	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.	
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 fixtures and other bright work.	Once per month.	12
Dust and clean counters, stove top and all other horizontal surfaces.	Once per month.	12

Exhibit 1

Spot clean cupboard doors.	Once per month.	12
Empty recycle bins and waste cans and replace plastic lintens. 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 lintens. 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

**Attachment “A-3”
Maintenance Schedule – City Hall**

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.	Daily six days per week, Sunday thru Friday nights.	312
Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution.	Daily six days per week, Sunday thru Friday nights.	312
Wash and dry all stainless steel fixtures and other bright work.	Daily six days per week, Sunday thru Friday nights.	312
Clean mirrors.	Daily six days per week, Sunday thru Friday nights.	312
Sweep, spray down with water, and scrub floors with disinfectant solution and a scrub brush.	Daily six days per week, Sunday thru Friday nights.	312
Empty waste cans and replace plastic liners.	Daily six days per week, Sunday thru Friday nights.	312
Replace paper towels, seat protectors and toilet paper as needed.	Daily six days per week, Sunday thru Friday nights.	312
Dust and clean counters and all other horizontal surfaces.	Daily six days per week, Sunday thru Friday nights.	312
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily six days per week, Sunday thru Friday nights.	312
Clean drinking fountains adjacent to restrooms.	Daily six days per week, Sunday thru Friday nights.	312
Unclog drains, toilets and urinals as needed.	Daily six days per week, Sunday thru Friday nights.	312
Complete supplied checklist for tasks performed.	Daily six days per week, Sunday thru Friday nights.	312
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Daily six days per week, Sunday thru Friday nights.	312
Maintenance Task II: Hard Surface Floor Work and Carpet Cleaning (Requires Advance Scheduling)		
Shampoo all carpets.	4 timers per year. Once in February, May, August and November.	4
Machine scrub and recoat vinyl floors in kitchen and mail room.	4 timers 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)		
Clean all windows inside and out and dust window sills.	2 times per year. Once in June and once in September.	2

Exhibit 1

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.	Daily six days per week, Sunday thru Friday nights.	312
Wash and dry all stainless steel fixtures and other bright work.	Daily six days per week, Sunday thru Friday nights.	312
Dust and clean counters, stove top and all other horizontal surfaces.	Daily six days per week, Sunday thru Friday nights.	312
Spot clean cupboard doors.	Daily six days per week, Sunday thru Friday nights.	312
Empty recycle bins and waste cans and replace plastic lintens. Waste and recycled materials shall be disposed of separately.	Daily six days per week, Sunday thru Friday nights.	312
Maintenance Task V: Office, Public Areas and Stairwells		
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 lintens. Waste and recycled materials shall be disposed of separately.	Daily six days per week, Sunday thru Friday nights.	312
Vacuum all carpeted floors.	Daily six days per week, Sunday thru Friday nights.	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.	Daily six days per week, Sunday thru Friday nights.	312
Clean all drinking fountains with disinfectant solutions.	Daily six days per week, Sunday thru Friday nights.	312

**Attachment “A-4”
Maintenance Schedule – Maintenance and Operations Center**

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.	October thru March: Tuesday, Thursday and Saturday. April thru September: Monday, Wednesday, Friday and Sunday.	≈ 185
Clean and disinfect all toilets, urinals, sinks and showers.	Same as above.	≈ 185
Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution.	Same as above.	≈ 185
Wash and dry all stainless steel fixtures and other bright work.	Same as above.	≈ 185
Clean mirrors.	Same as above.	≈ 185
Sweep, spray down with water, and scrub floors with disinfectant solution and a scrub brush.	Same as above.	≈ 185
Empty waste cans and replace plastic liners.	Same as above.	≈ 185
Replace paper towels, seat protectors and toilet paper as needed.	Same as above.	≈ 185
Dust and clean counters and all other horizontal surfaces.	Same as above.	≈ 185
Clean all debris from interior restroom ceilings, light fixtures and vents.	Same as above.	≈ 185
Clean drinking fountains adjacent to restrooms.	Same as above.	≈ 185
Unclog drains, toilets and urinals as needed.	Same as above.	≈ 185
Complete supplied checklist for tasks performed.	Same as above.	≈ 185
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.	4 timers per year. Once in February, May, August and November.	4
Machine scrub and recoat vinyl floors in kitchen.	4 timers per year. Once in February, May, August and November.	4
Machine scrub and rinse ceramic tile floors 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

Exhibit 1

Report broken or cracked windows to Contract Administrator.	Ongoing.	Ongoing
Maintenance Task IV: Multi-Purpose Room & Kitchen Cleaning		
Vacuum all carpets.	October thru March: Tuesday, Thursday and Saturday. April thru September: Monday, Wednesday, Friday and Sunday.	≈ 185
Sweep and wet mop all floors with germicide solution.	Same as above.	≈ 185
Clean and disinfect sinks.	Same as above.	≈ 185
Wash and dry all stainless steel fixtures and other bright work.	Same as above.	≈ 185
Dust and clean counters, stove top and all other horizontal surfaces.	Same as above.	≈ 185
Spot clean cupboard doors and drawer.	Same as above.	≈ 185
Empty recycle bins and waste cans and replace plastic lintens. Waste and recycled materials shall be disposed of separately.	Same as above.	≈ 185
Maintenance Task V: Office, Public Areas and Stairwells		
Sweep and wet mop concrete floors and with approved solution.	October thru March: Tuesday, Thursday and Saturday. April thru September: Monday, Wednesday, Friday and Sunday.	≈ 185
Empty recycle bins and waste cans and replace plastic lintens. Waste and recycled materials shall be disposed of separately.	Same as above.	
Vacuum all carpeted floors.	Same as above.	
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.	
Clean all drinking fountains with disinfectant solutions.	Same as above.	

Attachment "A-5"
Maintenance Schedule - Beaver Lake Park

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
Unclog drains, toilets and urinals as needed.	Daily seven days a week	365
Complete supplied checklist for tasks performed.	Daily seven days a week	365
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Daily seven days a week	365
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

**Attachment “A-6”
Maintenance Schedule – Beaver Lake Preserve**

Beaver Lake Preserve Parking Area, West Beaver Lake Drive		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task VI: Restroom and Gate Openings		
Unlock gates	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

**Attachment “A-7”
Maintenance Schedule – East Sammamish Park**

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 a 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
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
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.	Daily seven days per week	365
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Attachment “A-8”
Maintenance Schedule – Eastlake High School Community Sports Fields

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
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
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.	Daily seven days per week	365
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
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 January thru December	104
Empty recycle bins and waste cans and replace liners. Dispose of separately.	All Saturdays and Sundays January thru December	104

**Attachment “A-9”
Maintenance Schedule – Ebright Creek Park**

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
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
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.	Daily seven days per week	365
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

**Attachment “A-10”
Maintenance Schedule – Evans Creek Preserve**

Evans Creek Preserve, 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
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
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.	Daily seven days per week	365
Maintenance Task VI: Restroom and Gate Openings		
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

**Attachment “A-11”
Maintenance Schedule – Pine Lake Park**

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 a 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
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
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.	Daily seven days per week	365
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

**Attachment “A-12”
Maintenance Schedule – Sammamish Commons**

Sammamish Commons, 801 – 228th Ave SE		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Cleaning		
Refill all soap dispensers.	Daily seven days a 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
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
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.	Daily seven days per week	365
Maintenance Task IV: Restroom and Gate Openings: Gate located at 222nd Pl SE off SE 4th Street		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Attachment “A-13”
Maintenance Schedule – Skyline High School Community Sports Fields

Skyline High School Community Sports Fields, 1122 – 228th Ave. S.		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
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 January thru December	104
Empty recycle bins and waste cans and replace liners. Dispose of separately.	All Saturdays and Sundays January thru December	104



REQUEST FOR CONTRACT PAYMENT

- Use this form or Contract "Exhibit B"
- Put completed sheet immediately behind the purchase order cover sheet
- Original invoice describing services provided must be attached

Invoice Number _____ Date of Invoice _____

Contractor _____

Specific Program / Budget Code _____

PLEASE ISSUE PAYMENTS FOR THIS CONTRACTOR ON SEPARATE CHECKS

Reporting Period: _____

Total Contact Amount: \$ _____

Previous Payments: \$ _____

CURRENT PAYMENT REQUEST: \$ _____

Authorization to Contractor:	\$ _____
Authorization to Retainage:	\$ _____
Authorization Total:	\$ _____

Remaining Balance \$ _____

Project Engineer _____ Date _____

**ATTACH ITEMIZED DESCRIPTION
OF SERVICES PROVIDED**

Requesting Department _____ Date _____

Approved for Payment _____ Date _____
Department Director

EXHIBIT C
CITY OF SAMMAMISH
486 228th Avenue NE
Sammamish, WA 98074
Phone: (425) 898-0660
FAX: (425) 898-0669

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:

- | | | |
|------------------------------------------------|------------------------------------------|-------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

Exhibit 2
~~TO CITY:~~

City of Sammamish

Attn: Park Resource Supervisor

801 228th Avenue SE

Sammamish, WA 98075

Phone: (425) 952-2122

TO CONTRACTOR:

Advantage Building Services

Attn: Dan Pankevich

632 107th Place SE.

Everett, WA 98208

Phone: 425-355-9287

email: Dan@ABServices.us

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: City Manager

Date: _____

CONTRACTOR, WASHINGTON

By: *Dan Pankevich*

Title: Partner

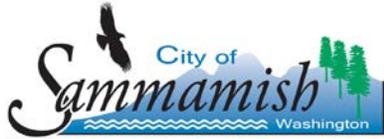
Date: 12.07.2011

Attest/Authenticated:

City Clerk

Approved as to Form:

City Attorney



City Council Agenda Bill

Meeting Date: December 13, 2011

Date Submitted: December 07, 2011

Originating Department: Parks and Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: 2012 Parks & Right of Way Landscaping Contract

Action Required: Authorize the City Manager to sign a contract with Plantscapes Inc. for Parks and Right of Way landscaping.

Exhibits: 1. Contract amount is for \$340,462.18

Budget: This contract is funded through the professional services budgets in the Parks Resource Management and the Street Maintenance Funds. There is \$110,000 available in the adopted 2012 Street Maintenance Fund (101-000-542-30-41-01) and \$415,000 available in the adopted 2012 Parks Resource Management Fund (001-076-576-80-41-00) for contracted services.

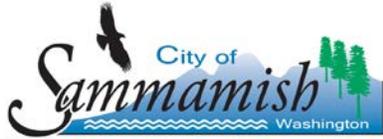
Summary Statement:

The Parks and Public Work Departments recommend that the City Council authorize the City Manager to award and execute a contract with the lowest responsible bidder, Plantscapes Inc., for the City of Sammamish Parks and Right of Way (ROW) landscape maintenance. This contract is in addition to the work performed by our in-house maintenance and operations staff.

A request for proposals (RFP) was issued in November 2011. A total of five firms responded to the RFP. Plantscapes Inc. 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 January Seattle Consumer Price Index –Urban (CPI-U) rate.

Traditionally the city has entered into at least two separate contracts for landscape maintenance services - one for parks landscape maintenance and one for public ROW landscape maintenance. A decision was made to combine the two contracts in an effort to reduce overall bid prices and reduce contract administration duties for staff.



City Council Agenda Bill

Background:

For the past few years, the City has contracted out landscape maintenance services for City Parks and the public ROW to private contractors. In 2011 our landscape maintenance program included 26 maintenance locations sites. In 2012, the total number of park and ROW maintenance locations has increased to 43 and include the following new locations:

1. Sammamish Landing
2. 4354 East Lake Sammamish Parkway NE
3. 4620 East Lake Sammamish Parkway NE
4. SE 8th Street Park
5. Evans Creek Preserve
6. Lower Commons Wetland Mitigation Area
7. 244th Wetland Mitigation Area
8. Pine Lake Mitigation Area
9. Maintenance and Operation Center
10. East Lake Sammamish Parkway medians and planting strip
11. 244th NE/SE medians and planting strip
12. NE 8th Street Inglewood Hill Rd
13. SE 8th Street back of sidewalk
14. NE 14th Traffic Calming
15. SE 20th St. planting strip
16. SE 248th planting strip
17. SE 32nd Traffic Calming

Not surprising, the increase in maintenance responsibilities has led to an increase in the overall cost of landscape maintenance services as compared to prior years.

A three-year financial history for contracted landscaping services is provided below.

Year	Parks	Public Works	Total	Avg. Cost per Site
2012 (current)	Parks & PW Contracts Merged		\$260,462	\$6,057
2011	\$99,896	\$95,000	\$194,896	\$7,494
2010	\$103,201	\$95,000	\$198,201	\$7,623
2009	\$95,098	\$75,468	\$170,566	\$6,560

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:



City Council Agenda Bill

1. Lower Commons Wetland Mitigation Area
2. Pine Lake Mitigation Area
3. 244th 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 are can be needed during periods of increased park and facility use, in preparation for special events, if and when new property is acquired 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 \$340,462.18. The base amount of \$260,462.18 includes routine landscape maintenance in all identified service areas in the parks and the public ROW. An additional \$50,000 is being requested for future wetland mitigation plantings and a management reserve fund in the amount of \$30,000 is being requested to be used by written authorization to cover any unidentified landscape services for the City.

There is \$110,000 available in the adopted 2012 Street Maintenance Fund (101-000-542-30-41-01) and \$415,000 available in the adopted 2012 Parks Resource Management Fund (001-076-576-80-41-00) for these services.

Recommended Motion:

Authorize the City Manager to sign the 2012 Parks and ROW Landscape Services Contract in the amount of \$260,462.18 plus an additional authorization of \$50,000 identified for wetland mitigation plantings and a management reserve fund in the amount of \$30,000 for a total not to exceed contract amount of \$340,462.18.



**SMALL WORKS ROSTER
PUBLIC WORKS SERVICE CONTRACT**

Between: City of Sammamish and Plantscapes Inc.
Project: 2012 Landscape Services for City of Sammamish Parks and Right-of-Ways
Commencing: January 1, 2012
Terminating: December 31, 2012
Amount: \$260,462.18 as bid, plus:
\$50,000.00 authorization for unidentified wetland mitigation plantings*
\$30,000.00 management reserve fund*

\$340,462.18 – TOTAL NOT TO EXCEED

*These items cannot be used with the express written consent of the City of Sammamish.

THIS AGREEMENT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Plantscapes (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Landscape Services for City of Sammamish Parks and Right-of-Ways and

WHEREAS, pursuant to the invitation of the City, extended through the City of Sammamish Public Works Small Works Roster, 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 those services described in Exhibit "A" of this agreement. The Contractor shall provide and bear the expense of all equipment, 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. The Contractor shall perform all work in accordance with all applicable laws, rules and regulations including, but not limited to WAC 296-24-960 and WAC 296-45-455.

2. Contract Documents. The contract between the parties includes this contract, along with the project quote, Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, 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, and the Small Works Roster listing, which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

Exhibit 1

3. Responsibility/Payment. The City hereby promises and agrees to retain the Contractor to provide the services and materials to do and cause to be done the above described work and to complete and finish the same according to the terms and conditions contained in this contract.

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set forth in Exhibit "D" for a sum not to exceed \$95,000 (\$63,477.70 as bid, plus an additional \$31,522.30 management reserve to be used only upon written authorization by the city).

The Contractor 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 Contractor for services rendered within ten days after City Council approval.

4. Time of Performance/Liquidated Damages. The Contractor agrees to enter into a contract no later than ten (10) working days after Notice of Award and begin work within ten (10) working days after the date of Notice to Proceed. Completion time from the Notice to Proceed will be 150 working days. If the work is not completed within the time specified, the Contractor agrees to pay the City the sum of \$250 each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages, due to the difficulty and uncertainty of attempting to calculate related actual damages.

5. Warranties/Guaranty.

5.1 The Contractor warrants to the City that any materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

5.2 The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents within a period of one year after its acceptance thereof by the City.

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

7. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

7.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed

Exhibit 1

damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

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

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

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

8.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions and 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. TP

~~8.2 Retained Percentage. Pursuant to RCW 60.28.010, the City will hold five percent of the moneys earned by the Contractor pending completion of the work and final acceptance. In lieu of retainage, Contractor may instead post a bond that is subject to the same claims as the retained funds, as further set forth in RCW 60.28.011. The Contractor shall execute the attached "Declaration of Option for Management of Statutory Retained Percentage" for any monies reserved under RCW 60.28.~~

8.3 Prevailing Wages. Pursuant to RCW 39.12.040, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor -- the attached "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid" before the funds retained under subsection 8.2 of this contract are released from the Contractor.

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

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

11. **Termination**. A. The 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 Contractor pursuant to this Agreement shall promptly be submitted to the City

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

Exhibit 1

- B. In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- C. This Agreement may be canceled immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.
- D. The Contractor reserves the right to terminate this Agreement 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.

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

13. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this contract, except for injuries and damages caused by the sole negligence of the City.

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.

14. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.

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, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

18. Modification. No modification of this contract shall be of any force or effect, unless in writing 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.

Exhibit 1

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:

Department of Public Works
Project Manager
City of Sammamish

801 228th Avenue SE

Sammamish, WA 98075

Phone: (425) 952-2116

TO CONTRACTOR:

Contractor: Plantscapes Inc.

Contact Name: Zach McInelly

Street Address: 1127 Poplar Place South

City, State, Zip: Seattle, WA 98144

Phone:

Contact email: N/A

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: City Manager

Date: _____

CONTRACTOR, WASHINGTON

By: Terry Pan

Title: Pres

Date: 12/8/11

Attest/Authenticated:

City Clerk

Approved as to Form:

City Attorney

Price Break down and Amendments

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 11-08.

A-1 Beaver Lake Park	\$ 8,325.00
A-2 Beaver Lake Preserve	\$ 8,067.00
A-3 East Sammamish Park	\$ 10,785.00
A-4 Eastlake High School Community Sports Fields	\$ 546.00
A-5 Ebright Creek Park	\$ 18,590.00
A-6 Evans Creek Preserve	\$ 4,074.00
A-7 Illahee Trail	\$ 6,568.00
A-8 Kellman House	\$ 2,491.00
A-9 Lower Commons Wetland Mitigation Area	\$ 5,750.00
A-10 Northeast Sammamish Park	\$ 4,783.00
A-11 Pine Lake Park	\$ 5,004.00
A-12 Pine Lake Park Wetland Mitigation Area	\$ 2,248.00
A-13 Sammamish Commons	\$ 35,415.00
A-14 Sammamish Landing	\$ 2,352.00
A-15 SE 8 th St Park	\$ 5,031.00
A-16: Skyline High School Community Sports Fields	\$ 1,181.00
A-17: 4354 Eastlake Sammamish Parkway NE: <i>Vacant Land</i>	\$ 589.00
A-18: 4620 Eastlake Sammamish Parkway NE: <i>Vacant Land</i>	\$ 931.00
SUBTOTAL FOR PARKS	\$ 122,730.00

Right of Way:

Exhibit 1

Please provide a lump sum price for landscape services at each designated location or corridor. The price shall be for one full calendar year. Prices listed shall be for all services at specified frequency as described in Attachment B of Request for Proposal number 11-08.

B-1: 228 th Ave NE/SE: <i>Southern City Limits to NE 20th Street</i>	\$ 49,944.00
B-2: 244 th Ave NE/SE: <i>Windsor Blvd to NE 8th Street</i>	\$ 9,605.00
B-3: 244 th Ave NE Wetland Mitigation Area	\$ 1,399.00
B-4: Chun's Corner: <i>Windsor Blvd and Hazel Wolf Parking Lot</i>	\$ 527.00
B-5: East Beaver Lake Drive	\$ 1,335.00
B-6: Eastlake Sammamish Parkway: <i>Inglewood to 2200 Block</i>	\$ 5,673.00
B-7: Ho's Corner: <i>Beaver Lake Way and Beaver Lake Drive</i>	\$ 1,180.00
B-8: Issaquah Pine Lake Road: <i>228th Ave to SE 32nd Street</i>	\$ 3,543.00
B-9: Inglewood Hill Road Roundabout	\$ 980.00
B-10: Maintenance and Operation Center (<i>1801 244th Ave NE</i>)	\$ 4,201.00
B-11: NE 8 th Street: <i>231st Place NE to 244th Ave NE</i>	\$ 2,657.00
B-12: NE 8 th /Inglewood Hill Road: <i>Slope Mowing</i>	\$ 2,248.00
B-13: NE 14 th Drive Traffic Calming	\$ 1,085.00
B-14: NE 16 th Street: <i>212th Ave NE to 219th Place NE</i>	\$ 2,433.00
B-15: Song-Le Corner: <i>NE 20th Street with 228th Ave NE</i>	\$ 862.00
B-16: Rachel Carson Landscape	\$ 1,729.00
B-17: SE 8 th Street and /244 th Ave SE Corridor	\$ 1,058.00
B-18: SE 20 th Street: <i>228th Ave SE to 212th Ave SE</i>	\$ 4,401.00
B-19: SE 24 th Street: <i>228th Ave SE to 248th Ave SE</i>	\$ 6,384.00
B-20: 248 th Ave SE: <i>SE 14th Street to SE 24th Street</i>	\$ 669.00
B-21: Crew's Corner: <i>SE 30th Street and 226th Ave SE</i>	\$ 2,532.00
B-22: SE 32 nd St Traffic Calming: <i>228th Ave SE to 220th Ave SE</i>	\$ 1,850.00
B-23: SE 32 nd Street: <i>241 Ave Se to Sunny Hills Elementary</i>	\$ 2,676.00
B-24: South Pine Lake Route: <i>228th Ave SE to 212th Ave SE</i>	\$ 5,666.00
B-25: Thompson Hill Corner: <i>@ Eastlake Sammamish Pkwy</i>	\$ 498.00
SUBTOTAL FOR RIGHT OF WAY	\$ 115,135.00

Exhibit 1

A: Subtotal for Parks	\$ 122,730.00
B: Subtotal for Right of Way	\$ 115,135.00
Subtotal (A+B)	\$ 237,865.00
Sales Tax @ 9.5%	\$ 22,597.18
TOTAL COST FOR ALL WORK	\$ 260,462.18

Amendments

The City of Sammamish reserves the right to amend the contract up to \$360,000

EXHIBIT A
City of Sammamish

SECTION A – GENERAL SCOPE OF SERVICES

- A. 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 streetscapes within the City of Sammamish.

3.01 Duration of Contract

The City anticipates the service period to be from January 1, 2012 through December 31, 2012. 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. This provision does not guarantee renewal to the vendor, nor does it prevent the vendor from agreeing to renew at a lower adjustment.

3.02 Vendor Information

The attached proposal form must be filled out completely and submitted with the vendor proposal. Please mark those areas that do not apply to your proposal with an "N/A." Do not leave any space blank.

3.03 Performance Expectations

If the vendor has had a contract terminated for default during the past five (5) years, all such incidents must be disclosed. "Termination for default" is defined as notice to stop performance due to the vendor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.

Submit full details of all terminations for default experienced by the vendor during the past five (5) years, including the other party's name, address and telephone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

If the vendor has experienced no such termination for default in the past five (5) years, so declare.

If the vendor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

3.04 Change 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.

3.05 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 (Attachment "F").

3.06 Scope of Services

Landscaping Locations and Specific Scope of Services shall be completed in accordance with Attachments A and B 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

Exhibit 1

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, 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 park visitors 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

Exhibit 1

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 Ground 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.

Exhibit 1

- 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.

Exhibit 1

- 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.

Exhibit 1

- 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 leaves, litter, debris, weeds, 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.

Exhibit 1

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 "Form 4" 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

1. All rough mowing/slope mowing will be from edge of payment to back of ROW, unless otherwise noted.
2. All mowing debris to be cleaned from site.
3. Proper traffic control and signage is required.

Exhibit 1

4. Work to be completed between 9:00 am and 3:30 pm.

K. Maintenance Task VIII: Weed Spraying

1. All guardrails city wide to 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-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 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 per month March thru November, plus one extra	10
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	April, June, October	3
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	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, 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

**Attachment “A-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	Twice a month March thru November	18
Line Trimming	Twice a month March thru November	18
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month March thru November	9
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	Twice a month March thru November	18
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Twice in November	2
Windfall Debris Removal	As Needed	As Needed

Attachment "A-3": 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	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June.; Twice a month July to November	23
Line Trimming	Once per week April thru June; Twice a month July to November	23
Edging	Once per week April thru June; Twice a month July to November	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month March thru November	9
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 April thru June; Twice a month July to November	23
Weed Removal	April, May, June, August, October	5
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Attachment “A-4”: 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	Twice a month April thru November	16
Line Trimming	Twice a month April thru November	16
Edging	Twice a month April thru November	16
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Maintenance Task III: Hard Surfaces		
Sweeping	Once a week starting the third week in March thru November	37
Weed Removal	April, June, August	3
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Three times in November	3
Litter Removal	Once a week starting the third week in March thru November	37
Windfall Debris Removal	As needed	As Needed

Attachment "A-5": Ebright Creek Park
Scope and Maintenance Schedule
 1317 212th Ave SE

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

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June. Twice a month July to November	23
Line Trimming	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 month March thru November; Plus one extra	10
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 or third week in March and ending second or third week in November (Weather dependent)	35
Weed Removal	April, June, October	3
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

Attachment "A-6": 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. Twice a month July to November	23
Meadow Mowing	Once in May and once in July	2
Line Trimming	Once per week April thru June. Twice a month July to November	23
Edging	Once per week April thru June. Twice a month July to November	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June. Twice a month July to November	23
Weed Removal	Once per week April thru June. Twice a month July to November	23
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, September	3
Maintenance Task V: Other Services		

**Attachment "A-7": Illahee Trail
Scope and Maintenance Schedule
23500 NE 8th St**

Illahhee 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. Twice a month July to November	23
Mowing NW Hillside	May, June, July, September	4
Line Trimming	Once per week April thru June. Twice a month July to November (Weather dependent)	23
Edging	Once per week April thru June. Twice a month July to November	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month March thru November; Plus one extra	10
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 or third week in March and ending second or third week in November (Weather dependent)	35
Weed Removal	April, June, October	3
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

Attachment "A-8": Kellman House
Scope and Maintenance Schedule
 831 228th Ave SE

The Kellman House is a vacant house sitting on a 10 acre parcel owned by the city. The vendor shall provide landscape maintenance services for all areas, as requested. 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 April thru July	4
Line Trimming	Once per month April thru July	4
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Maintenance Task III: Hard Surfaces		
Sweeping	Once per month April thru July	4
Weed Removal	Once per month April thru July	4
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Litter Removal	Once per month April thru July	4
Brush Control	Once per month April thru July	4
Windfall Debris Removal	Once per month April thru July	4

Exhibit 1

Attachment "A-9": 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 I: Lawn Care		
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Maintenance Task III: Hard Surfaces		
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Maintenance Task VI: Wetland Mitigation		
Weed Removal	May and September	2

Attachment "A-10": 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 or third week in March and ending second or third week in November (Weather dependent)	35
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 per month March thru November; plus one extra	10
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 or third week in March and ending second or third week in November (Weather dependent)	35
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Three times in November	3
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Attachment "A-11": 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 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 per month March thru November; plus one extra	10
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 March thru November	35
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once per week in November	4
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Attachment "A-12": 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:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Maintenance Task III: Hard Surfaces		
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Maintenance Task VI: Wetland Mitigation		
Weed Removal	May and September	2

Attachment “A-13”: 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. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Twice a month April to November (Weather dependent)	16
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 per month March thru November; Plus two extra times Once in June and July	11
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	May, June, July, September	4
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 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

Attachment "A-14": Sammamish Landing
Scope and Maintenance Schedule
 4600 Block of Eastlake Sammamish Parkway

Sammamish Landing is an 8 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 Non-Irrigated Areas	Once per week April thru June.; Twice a month July to November	23
Line Trimming	Once per week April thru June.; Twice a month July to November	23
Edging	Once per week April thru June.; Twice a month July to November	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per month March thru November; Plus two extra times Once in June and July	11
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 April thru June.; Twice a month 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
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Attachment "A-15": SE 8th Street Park
Scope and Maintenance Schedule
 21805 SE 8th St

SE 8th Street 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 Non-Irrigated Areas	Once per week April thru June.; Twice a month July to November	23
Field Mowing	May, June, July, September	4
Line Trimming	Once per week April thru June.; Twice a month July to November	23
Edging	Once per week April thru June.; Twice a month July to November	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per month March thru November; Plus two extra times Once in June and July	11
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 April thru June.; Twice a month 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
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Exhibit 1

**Attachment “A-16”: 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 in November	4
Litter Removal	Once a week starting the third week in March thru November	37
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Exhibit 1

Attachment "A-17": 4354 Eastlake Sammamish Parkway NE
Scope and Maintenance Schedule
 4354 Eastlake Sammamish Parkway NE

This property is currently vacant. It is approximately 2 acres. 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 April thru July	4
Line Trimming	Once per month April thru July	4
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Maintenance Task III: Hard Surfaces		
Sweeping	Once per month April thru July	4
Weed Removal	Once per month April thru July	4
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Litter Removal	Once per month April thru July	4
Brush Control	Once per month April thru July	4
Windfall Debris Removal	Once per month April thru July	4

Attachment "A-18": 4620 Eastlake Sammamish Parkway NE
Scope and Maintenance Schedule
 4620 Eastlake Sammamish Parkway NE

This property is currently vacant. It is approximately 5 acres. 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 April thru July	4
Line Trimming	Once per month April thru July	4
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Maintenance Task III: Hard Surfaces		
Sweeping	Once per month April thru July	4
Weed Removal	Once per month April thru July	4
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Litter Removal	Once per month April thru July	4
Brush Control	Once per month April thru July	4
Windfall Debris Removal	Once per month April thru July	4

Attachment “B-1”: 228th Avenue NE/SE
Scope and Maintenance Schedule
Southern City Limits to NE 20th Street

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 the third week in November	38
Mowing Non-Irrigated Areas	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Line Trimming	Once per week starting the second week in March and ending the third week in November	38
Edging	Once per week starting the second week in March and ending the third week in November	38
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

Attachment “B-2”: 244th Avenue NE/SE
Scope and Maintenance Schedule
From Windsor Blvd to NE 8th Street

Exhibit 1

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 starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Line Trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
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

Attachment “B-3”: 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

Attachment “B-4”: Chun’s Corner
Scope and Maintenance Schedule
Windsor Blvd and Hazel Wolf Wetland Parking Lot

Chun’s Corner 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. 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	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

**Attachment “B-5”: 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 starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Line Trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
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. 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

**Attachment “B-6”: Eastlake Sammamish Parkway
Scope and Maintenance Schedule**

Exhibit 1

From one block south of Inglewood Hill to 2200 block NE Eastlake Sammamish Parkway

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 April thru October	7
Line Trimming	Once per month April thru October	7
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. 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	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

**Attachment “B-7”: Ho’s Corner
Scope and Maintenance Schedule
Beaver Lake Way @ Beaver Lake Dr.**

Ho’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 Non-Irrigated Areas	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Line Trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
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. 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

**Attachment “B-8”: Issaquah Pine Lake Road
Scope and Maintenance Schedule
228th Avenue SE to SE 32nd Street**

Exhibit 1

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. 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

Attachment “B-9”: Inglewood Hill Roundabout
Scope and Maintenance Schedule
 Inglewood Hill Road @ 216th Avenue NE

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 & 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. 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

**Attachment “B-10”: 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	Once per month April thru October	7
Line Trimming	Once per month April thru October	7
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. 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	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

Attachment “B-11”: NE 8th Street
Scope and Maintenance Schedule
 231st Place NE to 244th 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		
Mowing Non-Irrigated Areas	Once a month April thru October	7
Line Trimming	Once a month April thru October	7
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. 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

Attachment “B-12”: NE 8th/Inglewood Hill RD
Scope and Maintenance Schedule
 From 244th Avenue NE to Eastlake Sammamish Parkway

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 VII. Rough mowing		
Rough mow/ Slope mow	Once in May, June, July, and September	4

Attachment “B-13”: NE 14th Drive Traffic Calming
Scope and Maintenance Schedule
 From NE 12th Place to 220th Place 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

**Attachment “B-14”: NE 16th Street
Scope and Maintenance Schedule
212th Avenue NE (East Sammamish Park) to 219th Place 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	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Line Trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
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. 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	29
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.	29

Attachment “B-15”: Song-Le’s Corner
Scope and Maintenance Schedule
 228th Ave NE and 20th Pl NE

Song-Le’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		
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. 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	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

Attachment “B-16”: Rachel Carson Landscape**Scope and Maintenance Schedule**244th Avenue NE from NE 8th Street to Northern Boundary of Elem. School

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 week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Line Trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
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. 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	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

Attachment “B-17”: 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	Once a month April thru October	7
Line Trimming	Once a month April thru October	7
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	Once a month April thru July	4

Attachment “B-18”: 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	Once a month April thru October	7
Line Trimming	Once a month April thru October	7
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. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once a month November, December, January, February. Twice a month 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. Twice a month March and April. Once a week May thru October	35
Maintenance Task VII. Rough Mowing/Slope Mowing		
Mowing	Once a month April thru October	7

Attachment “B-19”: SE 24th Street
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	Once a month April thru October	7
Line Trimming	Once a month April thru October	7
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. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once a month November, December, January, February. Twice a month 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. Twice a month March and April. Once a week May thru October	35
Maintenance Task VII. Rough Mowing/Slope Mowing		
Mowing	Once a month April thru Oct	7

Attachment “B-20”: 248th Avenue SE
Scope and Maintenance Schedule
 SE 14th Street to SE 24th Street

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 a month April thru June and October	4
Line Trimming	Once a month April thru June and October	4
Maintenance Task III. Hard Surfaces		
Sweeping	Once a month April thru June and October	4
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	Once a month November and December	2
Maintenance Task VII. Rough Mowing/Slope Mowing		
Mowing	Once a month April thru July	4

Attachment “B-21”: Crew’s Corner
Scope and Maintenance Schedule
 SE 30th Street and 226th Avenue 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 the third week in November	38
Line Trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
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. 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 start the second week in March and end the third week in Nov.	38

**Attachment “B-22”: SE 32nd Traffic Calming
 Scope and Maintenance Schedule
 228th Avenue SE to 220th 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		
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

Attachment "B-23": SE 32nd Street
Scope and Maintenance Schedule
 241st 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		
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. 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

Attachment “B-24”: South Pine Lake Route

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	Once a month April thru July and October	5
Line Trimming	Once a month April thru July and October	5
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. 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

Attachment "B-25": 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. 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	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

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) 837-4633, and Metro/King County Bus operations, of each day's lane closures and approximate times.



REQUEST FOR CONTRACT PAYMENT

- Use this form or Contract "Exhibit B"
- Put completed sheet immediately behind the purchase order cover sheet
- Original invoice describing services provided must be attached

Invoice Number _____ Date of Invoice _____

Contractor _____

Specific Program / Budget Code _____

PLEASE ISSUE PAYMENTS FOR THIS CONTRACTOR ON SEPARATE CHECKS

Reporting Period: _____

Total Contact Amount: \$ _____

Previous Payments: \$ _____

CURRENT PAYMENT REQUEST: \$ _____

Authorization to Contractor:	\$ _____
Authorization to Retainage:	\$ _____
Authorization Total:	\$ _____

Remaining Balance \$ _____

Project Engineer _____ Date _____

**ATTACH ITEMIZED DESCRIPTION
OF SERVICES PROVIDED**

Requesting Department _____ Date _____

Approved for Payment _____ Date _____
Department Director

EXHIBIT C
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.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND

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

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

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

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

WITNESS our hand the _____ day of _____ 20 _____

PRINCIPAL

SURETY

By _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Telephone: _____

Telephone: _____

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



City Council Agenda Bill

Meeting Date: December 13, 2011

Date Submitted: December 6, 2011

Originating Department: Parks and Recreation

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Recreation

Police

Public Works

Subject: Community Sports Field Turf Maintenance

Action Required: Authorize the City Manager to execute a contract with the Brickman Group, LLC to provide sports turf maintenance at the Eastlake High School and Skyline High School Community Sports Fields.

Exhibits: 1. Contract and Scope of Work total is \$49,898.00 plus applicable sales tax

Budget: \$415,000 available in the adopted 2012 Parks Resource Management Fund (001-076-576-80-41-00) for contracted 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, located at Skyline High School and Eastlake High School, was identified in the 2011-12 budget to be performed by contract.

Per the initial RFP, compensation for the renewed contract may be increased annually in an amount not to exceed the June to June Seattle Consumer Price Index –Urban (CPI-U) rate. The Brickman Group, LLC requested a contract increase of 2.5%, which is lower than the CPI-U increase of 3.2%. The staff recommendation is to award this contract at the adjusted rate.

Background:

A Request for Proposals (RFP) was issued on August 12, 2010 for community sports field maintenance. A total of two firms responded to the RFP. The Brickman Group, LLC was identified as the lowest responsible bidder. Please note, the initial RFP allowed for a renewal of this contract for up to three (3) additional years. This contract renewal represents our second year of contracting with the Brickman Group, LLC with two years remaining for potential renewal.

Since opening the community sports field (Skyline in 2005 and Eastlake in 2006), maintenance of these facilities has been provided by contract.



City Council Agenda Bill

Financial Impact:

The total authorization amount is \$64,898.00 + WSST. This includes a base amount of \$49,898.00 + WSST. An additional \$15,000 is a management reserve to be used by written authorization to cover additional services for the City. Specifically, upon completion of the field upgrade project at Eastlake High School Field #3, we anticipate needing one to two additional months of sports turf maintenance. Additional sports turf maintenance may also 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 (sample included in the contract document).

There is \$415,000 available in the adopted 2012 Parks Resource Management Fund (001-076-576-80-41-00) for these services.

Recommended Motion:

Authorize the City Manager to execute a contract with the Brickman Group, LLC for \$49,898.00 + WSST for community sports field maintenance plus a management reserve fund in the amount of \$15,000 for a total not to exceed amount of \$64,898 + WSST.



**SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT**

Between: City of Sammamish and Brickman Group LLC
Project: Community Sports Field Maintenance
Commencing: January 1, 2012
Terminating: December 31, 2012
Amount: \$49,898.00 + WSST

THIS AGREEMENT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Brickman Group LLC (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Community Sports Fields Maintenance; and

WHEREAS, pursuant to the invitation of the City, extended through the City of Sammamish Public Works Small Works Roster, 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 those services described in Exhibit "A" of this agreement. The Contractor shall provide and bear the expense of all equipment, 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. The Contractor shall perform all work in accordance with all applicable laws, rules and regulations including, but not limited to WAC 296-24-960 and WAC 296-45-455.

2. Contract Documents. The contract between the parties includes this contract, along with the project quote, Statement of Intent to Pay Prevailing Wages - Public Works Contract (L&I Form), Certificate of Insurance naming the City as additional insured, copy of Contractor's state contractor license and UBI number, and the Small Works Roster listing, which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

3. Responsibility/Payment. The City hereby promises and agrees to retain the Contractor to provide the services and materials to do and cause to be done the above described work and to complete and finish the same according to the terms and conditions contained in this contract.

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work for a sum not to exceed \$49,898.00 plus WSST.

The Contractor 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 Contractor for services rendered within ten days after City Council approval.

4. Time of Performance/Liquidated Damages. The Contractor agrees to enter into a contract no later than ten (10) working days after Notice of Award and begin work within ten (10) working days after the date of Notice to Proceed or according to the schedule outlined in the scope of work. If the work is not completed within the time specified, the Contractor agrees to pay the City the sum of two-hundred and fifty dollars (\$250.00) each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages, due to the difficulty and uncertainty of attempting to calculate related actual damages.

5. Warranties/Guaranty.

5.1 The Contractor warrants to the City that any materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

5.2 The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents within a period of one year after its acceptance thereof by the City.

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

7. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

applicable; and employer's liability; and

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

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

8. Prevailing Wages. Pursuant to RCW 39.12.040, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid.

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

10. Applicable Law; Venue. This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the City of Sammamish Municipal Code, and ordinances of the City of Sammamish. Venue for any action hereunder shall be exclusively in King County Superior Court.

11. Termination.

11.1 The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Agreement shall promptly be submitted to the City

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

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

11.4 The Contractor reserves the right to terminate this Agreement in the event that outstanding invoices are not paid within sixty (60) days.

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

12. Duration. This contract may be renewed at the City's option for up to three (3) additional one (1) year terms. Compensation will be adjusted based on any increase in the June to January Seattle Consumer Price Index –Urban (CPI-U) rate.

13. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this contract, except for injuries and damages caused by the sole negligence of the City.

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.

14. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.

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, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

18. Modification. No modification of this contract shall be of any force or effect, unless in writing 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

Attn: Park Resource Supervisor

801 228th Avenue SE

Sammamish, WA 98075

Phone: (425) 295-0583

TO CONTRACTOR:

Contractor: Brickman Group LLC

Attn: Bob Morris

Street Address: 9430 195th Ave NE

City, State, Zip: Redmond WA. 98053

Phone: 425-883-8838

email: robertmorris@brickmangroup.com

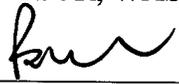
CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: City Manager

Date: _____

CONTRACTOR, WASHINGTON

By: 

Title: BRANCH MANAGER

Date: 12/1/2011

Attest/Authenticated:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

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. Equipment and Supplies

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

Exhibit 1

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 six (6) waste receptacles and replace liners at each site.
8. Unlock all field gates (**Eastlake High School:** 2 dugouts, 1 pedestrian field gate, and 2 pedestrian restroom gates; **Skyline High School:** 2 pedestrian gates). Gate openings shall be timed with field maintenance activities.

Exhibit 1

9. At Skyline High School Field Only: Move up to four (4) soccer goals and four (4) lacrosse goals off of the field of play and to their respective storage locations.

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, 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 window 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.



REQUEST FOR CONTRACT PAYMENT

- Use this form or Contract "Exhibit B"
- Put completed sheet immediately behind the purchase order cover sheet
- Original invoice describing services provided must be attached

Invoice Number _____ Date of Invoice _____

Contractor _____

Specific Program / Budget Code _____

PLEASE ISSUE PAYMENTS FOR THIS CONTRACTOR ON SEPARATE CHECKS

Reporting Period: _____

Total Contact Amount: \$ _____

Previous Payments: \$ _____

CURRENT PAYMENT REQUEST: \$ _____

Authorization to Contractor:	\$ _____
Authorization to Retainage:	\$ _____
Authorization Total:	\$ _____

Remaining Balance \$ _____

Project Engineer _____ Date _____

**ATTACH ITEMIZED DESCRIPTION
OF SERVICES PROVIDED**

Requesting Department _____ Date _____

Approved for Payment _____ Date _____

Department Director

EXHIBIT C
CITY OF SAMMAMISH
486 228th Avenue NE
Sammamish, WA 98074
Phone: (425) 898-0660
FAX: (425) 898-0669

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, *LIMITED LIABILITY* Partnership Government
- Individual/Proprietor Other (explain) Consultant

TIN No.: 42-1729313

Social Security No.: _____

Print Name: BOB MORRIS

Title: BRANCH MANAGER

Business Name: BRICKMAN

Business Address: 9430 195TH AVE NE, REAMOND, WA 98053

Business Phone: 425-883-8838

12/01/11
Date


Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: December 13, 2011

Date Submitted: December 6, 2011

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: 2012 Parks and Streets Sweeping Contract Renewal.

Action Required: Authorize the City Manager to sign Contract Renewal with Best Parking Lot Cleaning Inc. for services in 2012

Exhibits: 2012 Contract with Best Parking Lot Cleaning Inc. – contract amount is \$146,046.17

Budget: This contract is funded through the professional services budgets in the Parks Resource Management, the Street Maintenance and the Surface Water Maintenance Funds. There is \$46,750 available in the adopted 2012 Street Maintenance Fund (101-000-542-67-48-50), \$415,000 available in the adopted 2012 Parks Resource Management Fund (001-076-576-80-41-00) and \$140,000 available in the adopted 2012 Surface Water Maintenance Fund (408-000-538-35-41-00) for these services.

Summary Statement:

The Parks and Public Works Departments recommend that the City Council authorize the City Manager to award and execute a contract renewal with the City's current parks and street sweeping vendor, Best Parking Lot Cleaning Inc., for services in 2012.

Background:

The current Parks and Street Sweeping contract was approved on September 21, 2010 and expires on December 31, 2011. This contract is renewable for two additional one year terms. The total proposed contract amount for 2012 is \$146,046.17 and is renewable for one additional one year term after its expiration on December 31, 2012.

Currently our Street Sweeping contract calls for Best Parking Lot Cleaning to sweep our main arterials every other week between January-April, one time per month May- September and three times per week October- December. City Parks get swept weekly between January- September and in December, two times per week in October and November and prior to community events throughout the year.



City Council Agenda Bill

Neighborhood curb streets get swept two times per period January-April, five times per period September- December and in response to specific requests.

Staff was pleased with the quality of work and the responsiveness of Best Parking Lot Cleaning and would like to continue to use their services in 2012.

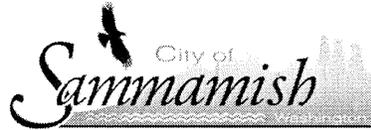
Financial Impact:

This contract is funded out of the budgeted funds listed in the table below. The total amount of the proposed contract is \$116,046.17. An additional \$30,000 is proposed as a management reserve to be used only with written authorization to cover any unidentified cleaning services that may be needed in 2012 for the City. These services may include accident, spill and storm responses. The contract fits well within the approved budget.

Fund	Budgeted Amount
Street (101-000-542-67-48-50)	\$46,750
Surface Water (408-000-538-35-41-00)	\$140,000
Parks Resource Management (001-076-576-80-41-00)	\$415,000
Total	\$601,750

Recommended Motion:

Authorize the City Manager to sign Contract Renewal with Best Parking Lot Cleaning Inc. in the amount of \$116,046.17 plus a management reserve fund in the amount of \$30,000 for a total not to exceed contract amount of \$146,046.17.



**SMALL WORKS ROSTER
PUBLIC WORKS SERVICE CONTRACT**

Between: The City of Sammamish and Best Parking Lot Cleaning Inc.
Project: Parks and Street Sweeping
Commencing: January 1, 2012
Terminating: December 31, 2012
Amount: \$146,046.17 (\$116,046.17 for "base" sweeping services plus \$30,000 for on call additional and emergency sweeping services as needed and as approved in writing by the City).

THIS AGREEMENT 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 Services (project); and

WHEREAS, pursuant to the invitation of the City, extended through the City of Sammamish Public Works Small Works Roster, 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 those services described in Exhibit "A" of this agreement. The Contractor shall provide and bear the expense of all equipment, 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. The Contractor shall perform all work in accordance with all applicable laws, rules and regulations including, but not limited to WAC 296-24-960 and WAC 296-45-455.

2. Contract Documents. The contract between the parties includes this contract, along with the project quote, ~~Performance Bond or optional 50% Retainage Bond Waiver~~, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, ~~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, and the Small Works Roster listing, which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

3. Responsibility/Payment. The City hereby promises and agrees to retain the Contractor to provide the services and materials to do and cause to be done the above described work and to complete and finish the same according to the terms and conditions contained in this contract.

Exhibit 1

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set forth in Exhibit "D" for a sum not to exceed (bid amount including tax).

The Contractor 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 Contractor for services rendered within ten days after City Council approval.

4. Time of Performance/Liquidated Damages. The Contractor agrees to enter into a contract no later than five (5) working days after Notice of Award and begin work within five (5) working days after the date of Notice to Proceed. Completion time from the Notice to Proceed will be 5 working days. If the work is not completed within the time specified, the Contractor agrees to pay the City the sum of \$250 each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages, due to the difficulty and uncertainty of attempting to calculate related actual damages.

5. Warranties/Guaranty.

5.1 The Contractor warrants to the City that any materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

5.2 The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents within a period of one year after its acceptance thereof by the City.

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

7. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

7.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the insurance policy, as respects work performed by or on

Exhibit 1

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

8. Performance Bond/Statutory Retainage/Prevailing Wages.

8.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions and 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.

~~8.2 Retained Percentage. Pursuant to RCW 60.28.010, the City will hold five percent of the moneys earned by the Contractor pending completion of the work and final acceptance. In lieu of retainage, Contractor may instead post a bond that is subject to the same claims as the retained funds, as further set forth in RCW 60.28.011. The Contractor shall execute the attached "Declaration of Option for Management of Statutory Retained Percentage" for any monies reserved under RCW 60.28.~~

8.3 Prevailing Wages. Pursuant to RCW 39.12.040, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor -- the attached "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid" before the funds retained under subsection 8.2 of this contract are released from the Contractor.

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

10. Applicable Law; Venue. This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the City of Sammamish Municipal Code, and ordinances of the City of Sammamish. Venue for any action hereunder shall be exclusively in King County Superior Court.

11. Termination. A. The 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 Contractor pursuant to this Agreement shall promptly be submitted to the City

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

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

Exhibit 1

D. The Contractor reserves the right to terminate this Agreement 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.

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

13. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this contract, except for injuries and damages caused by the sole negligence of the City.

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.

14. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.

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 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, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

18. Modification. No modification of this contract shall be of any force or effect, unless in writing 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:

City of Sammamish,
Department of Public Works

Contact Name: Kyle Endelman

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 952-2116

Contact email:

kendelman@ci.sammamish.wa.us

TO CONTRACTOR:

Contractor: Best Parking Lot Cleaning Inc.

Contact Name: Rebecca Craig

Street Address: PO Box 159

City, State, Zip: Sumner, WA 98390

Phone: 253-863-3330

Contact email:

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: Ben Yazici, City Manager

Date: _____

CONTRACTOR, WASHINGTON

By: 

Title: Vice President

Date: 12/5/11

Attest/Authenticated:

City Clerk

Approved as to Form:

City Attorney

Exhibit 1

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES
Technical Specifications

For
2012 Parks and Street Sweeping

To provide street sweeping** for the year of 2012 in all of the following areas at the listed sweeping frequencies:

- 1 Sweeping of All arterials (listed below) on the following schedule:
 - January – April Every other week
 - May – September 1 time per month
 - October - December 3 times Weekly
 - 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 curb streets on the following schedule:
 - January – April 2 times per period. September – December: 5 times per time 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 Emergency response
 - Storm Cleanup which includes sand cleanup after snow and ice event and wind storm cleanup
 - 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).

Exhibit 1

6 Additional Services

The contractor agrees to perform additional sweeping as designated by the city within 24 hours of being contacted.

**The contractor is responsible for the disposal of all sweeping debris. No storage of sweeping debris on City property is possible

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 45-60 minutes of notification, on a call out basis, or as required by the Operations and Maintenance Manager or his designee.
- (b) "City" means the City of Sammamish, a Washington municipal corporation.
- (c) "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, covenantor or corporation, or its surety under the performance bond, constituting one of the principles to the Agreement, performing the work herein specified.
- (d) "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.
- (e) "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.
- (f) "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

Exhibit 1

pedestrian traffic; or providing access to abutting property, utility lines, appurtenances and other facilities benefiting the public.

- (g) "Services" means all work outlined herein to be performed by the Contractor.
- (h) "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.
- (i) "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 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 Operations and 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, Contractor will perform to agreed work schedule. 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, Contractor agrees to respond to and perform such services 365 days per year, 24 hours/day, within 60 minutes of receiving notice from the City to proceed.

2.3 Record/Logs. Within seven 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 Operations and 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 giving this. It is the Contractor's responsibility to provide the City with all required information stated in this section.

- 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 required for performance of the Agreement shall be street sweepers (Mechanical or Regenerative Air). The contractor shall have at least 5 sweepers in their inventory that meet the equipment specifications listed. All equipment shall have a minimum six (6) yard holding capacity. All equipment shall be maintained in good working condition and repair, operating at the original manufacturer's specifications, equipped with the proper warning lights in accordance with RCW Chapter 46.37 as it applies to slow moving and/or maintenance vehicles, and shall not be more than five (5) years old. The acceptability of the Contractor's street sweepers for the City's needs shall be subject to the approval or disapproval of the Operations and Maintenance Manager. Double-gutter brooms will be required on all sweepers where necessary to properly clean any public right-of-way. 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 Operations and 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 Operations and Maintenance Manager, the Operations and 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 Operations and 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, a telephone-recording machine shall be in operation to receive messages.
- 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. 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. 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. Contractor shall require that all

Exhibit 1

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. 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

<u>Street</u>	<u>From</u>	<u>To</u>
228 th Ave	43 rd Way	4519 Sahalee Way
E Lk Sammamish Pkwy	43 rd Way	187 th Ave NE
Issaquah Pine Lake Rd	SE 48 th	228 th Ave SE
Issaquah Pine Lake Rd.	228 th Ave SE	224 th Ave SE
Inglewood Hill Rd	E Lk Sammamish Pkwy	228 th Ave NE
Duthie Hill Rd	Issaquah-Beaver Lake Rd	267 th Ave SE
Duthie Hill Rd	272 nd Ave SE	Trossachs Rd
212 th Ave SE	Thompson Hill Rd	E Lk Sammamish Pkwy
Thompson Hill Rd	212 th Ave	E Lk Sammamish Pkwy
SE 24 th	212 th Ave	E Lk Sammamish Pkwy
NE 8 th St	228 th Ave	244 th Ave NE
244 th Ave NE	NE 8 th St	NE 31 st St.
SE 24 th St	228 th Ave	West Beaver Lake Dr
E/W Beaver Lake Dr	SE 24 th St	SE 32 nd St
SE 32 nd Way	Issaquah-Pine Lake Rd	SE Duthie Hill Rd
SE 32 nd /29 th St	212 th Ave	228 th Ave SE
SE 20 th St	212 th Ave	228 th Ave SE
SE 8 th / 218 th Ave SE / SE 4 th St	212 th Ave	228 th Ave SE
SE 8 th St	228 th Ave	244 th Ave
244 th Ave SE	SE 32 nd	SE 24 th ST
244 th Ave SE	SE 8 th ST	NE 3 rd St
216 th Ave NE	Inglewood Hill Rd	NE 20 th St
244 th Ave SE/NE	Windsor Blvd	Ne 8 th St

City of Sammamish Parks Parking lots

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

Northeast Sammamish Park – West side of Road

- b. 36th St NE & Sahalee Way – parking area

Exhibit 1

4. Lower Commons – Parking Lot
 - a. 801 228th Ave SE – parking area and access roads
5. East Sammamish Park
 - a. 21300 NE 16th Way – parking area & access roads

City Hall

- 801 – 228th

Exhibit 1

SCHEDULE A

Sweeping from January 1, 2012 through December 31, 2012

Arterial Streets:

40 sweepings/approximately 1840 curb miles, including disposal cost \$29.09 per lane mile.
Sweeping Cost \$53,525.60 + tax \$5,084.93 = Total \$58,610.53.

Parks:

80 total sweeps, including disposal \$10,000.00 + \$950.00 tax = Total \$10,950.00.

Neighborhood Streets:

3 times (2 times per year) / approximately 780 curb miles including disposal cost \$31.01 per lane mile. Sweeping Cost \$24,187.80 + tax \$2,297.84 = Total \$26,485.64

City Hall Complex:

3 sweeps upper parking lot	\$150.00
3 sweeps underground covered parking lot	\$150.00
Prior to community events throughout the year (Approximately 4 times per year)	\$150.00

Additional Services:

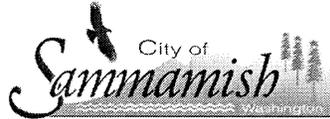
Emergency response: 24 hours/day/7 days per week/365 days per year = \$40.00 per hour.

Prior to community/special events or as requested:

Arterials	\$40.00 per hour
Parks	\$40.00 per hour
Residential	\$40.00 per hour

Schedule A Total: 116,046.17 (including sales tax)
(Amendment 1 included)

Note: All price quotes provided must include sales tax.



REQUEST FOR CONTRACT PAYMENT

- Use this form or Contract "Exhibit B"
- Put completed sheet immediately behind the purchase order cover sheet
- Original invoice describing services provided must be attached

Invoice Number _____ Date of Invoice _____

Contractor _____

Specific Program / Budget Code _____

PLEASE ISSUE PAYMENTS FOR THIS CONTRACTOR ON SEPARATE CHECKS

Reporting Period: _____

Total Contact Amount: \$ _____

Previous Payments: \$ _____

CURRENT PAYMENT REQUEST: \$ _____

Authorization to Contractor:	\$ _____
Authorization to Retainage:	\$ _____
Authorization Total:	\$ _____

Remaining Balance \$ _____

Project Engineer _____ Date _____

***ATTACH ITEMIZED DESCRIPTION
OF SERVICES PROVIDED***

Requesting Department _____ Date _____

Exhibit 1

Approved for Payment _____ Date _____
Department Director

EXHIBIT C
CITY OF SAMMAMISH
486 228th Avenue NE
Sammamish, WA 98074
Phone: (425) 898-0660
FAX: (425) 898-0669

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.: 91-2172783

Social Security No.: _____

Print Name: Rich Hamilton

Title: Vice President

Business Name: Best Parking Lot Cleaning Inc.

Business Address: Po Box 159 Sumner WA 98390

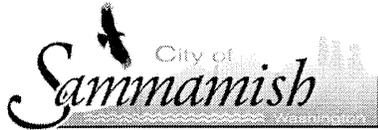
Business Phone: 253-863-3330

Exhibit 1

12/5/11
Date


Authorized Signature (Required)

Bond No. _____



PAYMENT AND PERFORMANCE BOND

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

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

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

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

WITNESS our hand the _____ day of _____ 20 ____

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

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

Exhibit 1



City Council Agenda Bill

Meeting Date: December 13, 2011

Date Submitted: December 6, 2011

Originating Department: Parks and Recreation

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Recreation

Police

Public Works

Subject: Project Acceptance, Sammamish Landing Park, Phase IB – Picnic Shelters, C2011-179

Action Required: Approve resolution accepting the construction of the Sammamish Landing Park, Phase IB – Picnic Shelters by Henderson Partners LLC as complete.

Exhibits: 1. Resolution of project acceptance total project cost was \$148,105.32 (within the project budget of \$200,000)

Budget: \$650,000 is allocated in the 2011-2012 Budget for Sammamish Landing Phase I Project.

Summary Statement:

Henderson Partners, LLC was selected to construct the Sammamish Landing Park, Phase IB – Picnic Shelters and associated improvements. The contract included mobilization, clearing & grading, earthwork, drainage, the construction of two picnic shelters with supporting concrete retaining walls and steps, a restroom enclosure, gravel walkways, fencing, site furnishings and site restoration.

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 City Manager was authorized by City Council at a Regular Meeting held on July 18, 2011 to award and execute a construction contract with the lowest responsive and responsible bidder for construction of the Sammamish Landing Park, Phase IB – Picnic Shelters project in an amount not to exceed \$200,000. The contract was awarded to Henderson Partners, LLC in the amount of \$ 148,105.32 (inclusive of WSST). The project has been successfully completed and City staff are ready to close out the project.



City Council Agenda Bill

Financial Impact:

None

Recommended Motion:

Approve resolution for acceptance of the construction of the Sammamish Landing Park, Phase IB – Picnic Shelters by Henderson Partners, LLC.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2011-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE SAMMAMISH LANDING
PARK, PHASE IB – PICNIC SHELTERS AS COMPLETE**

WHEREAS, at the Regular Council meeting of July 18, 2011, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the Sammamish Landing Park, Phase IB – Picnic Shelters; and

WHEREAS, the City Manager executed contract C2011-179 with Henderson Partners LLC.; and

WHEREAS, the project was substantially completed by the contractor on November 21, 2011;

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

Section 1. Acceptance of the Sammamish Landing Park, Phase IB – Picnic Shelters as Complete. The City of Sammamish hereby accepts the Sammamish Landing Park, Phase IB – Picnic Shelters 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 13TH DAY OF DECEMBER 2011.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: December 6, 2011
Passed by the City Council: December 13, 2011
Resolution No.: R2011-_____



City Council Agenda Bill

Meeting Date: December 13, 2011

Date Submitted: December 6, 2011

Originating Department: Community Development

Clearances:

<input type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: Resolution: Final Plat for The Reserve at Inglewood Subdivision of 21 lots

Action Required: Motion to adopt resolution approving the subdivision

Exhibits:

1. Draft Resolution
2. Hearing Examiner Decision
3. Matrix showing plat conditions and responses
4. Map of Final Plat

Budget: N/A Legislative Approval

Summary Statement:

The developer of The Reserve at Inglewood development is seeking to record the final subdivision, which was formerly known as Inglewood Plateau Estates.

Background:

Description:

The proposed final plat of The Reserve at Inglewood is comprised of a preliminary plat approval (formerly known as Inglewood Plateau Estates), which authorized a 21-lot subdivision. The preliminary plat of The Reserve at Inglewood was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on January 9, 2008.

The Reserve at Inglewood subdivision is vested to the City of Sammamish Municipal Code (SMC) in effect on December 20, 2006. The City of Sammamish has reviewed and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under a plat construction and a site development plan permit. The improvements have been substantially completed and inspected. The final lift of asphalt, street trees, landscaping, recreational amenities, etc. have been bonded for (see below).

Performance Bond:

The applicant has posted a bond for the installation of the remaining site improvements (including streets and other required drainage improvements) in the amount of \$ 210,287.80.



City Council Agenda Bill

Landscaping Bond:

The applicant has posted a street landscaping and recreation improvement performance bond in the amount of \$59,539.67.

Critical Areas Bonding:

Not applicable. There are no proposed impacts to critical areas requiring bonding.

Street Impact Fees:

The applicant has paid 30% percent of the street impact fee in the amount of \$89,123.76. The remaining fees will be collected at the time of building permit issuance or deferred to the point of sale if the applicant wishes on a per lot basis.

School Mitigation Fees paid to the City of Sammamish:

The applicant has paid fifty percent of the applicable Lake Washington School District impact fees in the amount of \$62,616.00 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

The applicant has demonstrated to the City of Sammamish that all of the preliminary plat approval conditions have either been met, or have been bonded and will be met in a timely manner.

Financial Impact: N/A

Recommended Motions: Approve The Reserve at Inglewood 21-lot subdivision and authorize the mayor to sign the mylars for the final plat.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2011-___**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO
THE PLAT OF THE RESERVE AT INGLEWOOD
(FORMERLY KNOWN AS INGLEWOOD PLATEAU
ESTATES)**

WHEREAS, the City Council has received recommendation of approval for the final plat of the Reserve at Inglewood Subdivision; and

WHEREAS, the City Council has reviewed said plat and finds that it conforms to all terms of the preliminary plat approval and applicable land use laws and regulations; and

WHEREAS, the City Council desires to grant final approval to The Reserve at Inglewood subdivision, formerly known as Inglewood Plateau Estates, to develop a 21-lot subdivision;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of January 9, 2008 for the preliminary plat of The Reserve at Inglewood, which was formerly approved under the plat name Inglewood Plateau Estates – PLN2006-00102.

Section 2. Grant of Approval. The City Council hereby grants final approval to The Reserve at Inglewood plat, which was formerly known as Inglewood Plateau Estates, under permit file number PLN2006-00102.

**PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON
THE 13th DAY OF DECEMBER 2011.**

CITY OF SAMMAMISH

Mayor Donald Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

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

BEFORE THE HEARING EXAMINER FOR THE CITY OF SAMMAMISH

Application of Inglewood Plateau)	File No. PLN 2006-00102
LLC for Approval of the)	FINDINGS OF FACT
Preliminary Plat of)	CONCLUSIONS OF LAW
Inglewood Plateau Estates)	AND DECISION

DECISION

The preliminary plat of Inglewood Plateau Estates is **APPROVED**, subject to conditions.

INTRODUCTION

The application of Inglewood Plateau, LLC (Applicant) for approval of the preliminary plat of Inglewood Plateau Estates came on for hearing on January 9, 2008 at 7:00 p.m. The City's staff report was presented by Mona Davis, Senior Planner. Applicant was represented by Kevin O'Brien.

Testifying under oath were:

Mona Davis	Senior Planner
Tawni Hoang	Development Review Engineer
Kevin O'Brien	Applicant
Craig Sears	Project Manager
Jerrit Jolma, P.E.	Project Manager
Timothy O'Neil-Dunne	24509 NE 11 th Street
Anne James	24539 NE 11th Street
Lisa Stimach	24225 NE 10th Street
Patricia Webb	24307 NE 10th Street

The following exhibits were offered and admitted:

Preliminary Plat
Inglewood Plateau Estates

Exhibit 2

- 1) Staff Report with the following attachments:
 - A. Base Land Use Application
 - B. Site Plans 11/27/07 and 6/11/07
 - C. Determination of Non-Significance (DNS)
 - D. Prudell Public Comment Letter, 5/2/07
 - E. Existing Conditions and Grading Plan prepared by Land & Associates, 11/14/06
 - F. Lake Washington School District Response
 - G. Public Works Recommended Conditions of Approval, 11/15/07 – updated 1/2/08
 - H. King County/Water and Sewer Certificates of Availability, 12/20/06
 - I. Left Turn Channelization Plan, 1/30/07
- 2) Level 1 Drainage Analysis, 12/18/06
- 3) Traffic Impact Study, 12/2006
- 4) Response to Traffic Impact Analysis (Transportation Engineering NW), 6/8/07
- 5) Confirmation of Legal Publication, Notice of Public Hearing
- 6) Affidavit of Mailing, Notice of Public Hearing, 12/26/07
- 7) Affidavit of Posting, 12/27/07
- 8) Concurrency Certificate

The hearing adjourned at about 8:00 pm.

FINDINGS OF FACT

1. *Proposal.* Inglewood Plateau, LLC (Applicant) proposes to develop a 21 lot single-family subdivision with a recreational lot and a water quality and infiltration tract. A site plan is attached as Attachment A.
2. *Location.* The site is located on the northwest corner of the intersection of NE 8th Street and 244th Avenue NE. It contains 4.42 acres in area and is densely forested. The site is developed with one single-family residence which will be removed.
3. *Access.* Access to the site will be by a new cul de sac street which will intersect on the north side of NE 8th street approximately 490 feet west of 244th Avenue NE and 310

feet east of 242nd Avenue NE. Left turn lanes will be constructed in NE 8th Street for access to and egress from the site. The City plans to construct a connection between the existing segments of 244th Avenue NE to the south, and the intersection of 244th Avenue NE and NE 8th Street is proposed to be a roundabout.

4. *SEPA* A determination of nonsignificance (DNS) was issued for the project on September 18, 2007. There was no appeal.
5. *Vicinity*. The property is bounded on the west by Inglewood Junior High School, on the east by single-family residences in unincorporated King County, on the south by the Tree Farm plat with single-family development and on the north by single-family residences developed on one acre lots. Farther to the north will be a planned new school.
6. *Critical Areas*. There are no critical areas on the site.
7. *Comprehensive Plan – Zoning*. The site is designated for urban-residential uses with a density of six dwelling units per acre. The site is zoned R-6.
8. *Stormwater*. The site contains areas of poorly graded sand with varying amounts of gravel, poorly graded sand with silt, and silty sand. Geotechnical tests performed for the plat by Bureau Veritas North America, Inc. indicated that infiltration of stormwater should be feasible. It is the plan that stormwater will be conveyed to a grassy swale in the southwest corner of the site where it will infiltrate into the porous soils.
9. *Trees*. The site has 241 significant trees. Applicant proposes to preserve 61 of these or 25%. Street trees will be planted during construction of the plat.
10. *Frontage Improvements*. Applicant will be required to dedicate additional right of way on both street frontages, which will be improved with sidewalks and curbs. Children in the plat will walk to school and the frontage improvements will provide safe walking conditions.
11. *Impact Fees*. Applicant will pay impact fees to the City or the School District for streets, schools, and parks. The project was issued a certificate of traffic concurrency on October 13, 2006.

12. *Utilities.* Water and sewer service is available from the Sammamish Plateau Water and Sewer District. Other utilities such as electricity, telephone and cable television will also be available.
13. *Notice, Public Comment.* Notice of the application and public hearing was given as required by ordinance. One comment was received prior to the hearing from **David and Peg Prudell** who were concerned for the changes in their rural environment. They urged that the City require maintenance of the trees and topography and that no more than four to eight homes be permitted.

At the hearing, several nearby residents expressed their concern:

- (a) **Ann James**, who lives in nearby Swan Ridge, was concerned whether space had been provided for the proposed roundabout, for preservation of trees, and possible damage to wells from stormwater infiltration. She was also concerned for the visual effect of utilities at the corner of the site.
 - (b) **Debbie Kuhn** was concerned with preservation of trees on the site.
 - (c) **Patty Webb** was concerned for the time schedule, and whether the site would be left in disarray for long periods of time.
 - (d) **Timothy O’Neil Dunne**, who lives across 244th street in unincorporated King County, was concerned for the possible annexation of his residence, and the imposition of new regulations by the city, including a possible required connection to a new sewer to be constructed in 244th Avenue NE. He was concerned with vehicular access to 244th Avenue NE. He contends that the developer and the city have not looked at the “big picture” here and urged the developer to consider moving the access road west to the traffic light at 242nd Avenue NE.
14. Any conclusion of law deemed to be a finding of fact is adopted as such.

CONCLUSIONS OF LAW

1. *Jurisdiction.* The Hearing Examiner is authorized to hear and decide an application for a preliminary plat, subject to appeal to Superior Court. SMC Ch 20.24; Section 20.20.020.
2. *Subdivision Approval Criteria.* RCW 58.17.110 identifies the factors to be considered in evaluating an application for approval of a preliminary plat.

The proposed subdivision and dedication shall not be approved unless the city, town or legislative body makes written findings that:

- a. Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools and school grounds, and all other relevant factors, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
 - b. The public use and interest will be served by platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication makes such appropriate provisions and that the public use and interest will be served then the legislative body shall approve the proposed subdivision and dedication.
3. *General Principles of Acceptability.* SMC Chapter 19.20 provides general principles of acceptability for proposed subdivisions. These principles include (paraphrased):

The proposed plat and its ultimate use must be in the best interest of the public interest and the neighborhood development of the area. 19.20.040

Exhibit 2

Frontage on high volume traffic ways shall be provided with parallel service streets or other appropriate medium of access. 19.20.050

The streets of a subdivision must be connected by surfaced roads to an existing dedicated street. 19.20.090

Right of way needed for the City's street pattern shall be dedicated to the City, 19.20.100

Plats of four or more lots shall provide recreational space. 19.20.110.

All plats shall conform to the uses, density, dimensional and other standards of the City's development code. 19.20.120

Due regard shall be given to topography of the area, the use of streets for utilities, and for rapid traffic purposes. Intersections of streets with high volume traffic routes require special approval. Right angle intersections are preferred.

4. *Discussion.* The Prudells request that the housing density of the site be limited from four to eight dwellings is contrary to the City's Comprehensive Plan, which designates the area for a density of six dwelling units per acre. The site is over 4 acres in area. The Sammamish Municipal Code requires that only 25% of the existing significant trees must be retained.

The evidence at the hearing indicated that there was little or no risk of harm to nearby wells from stormwater infiltration. The stormwater system must be located at the southwest corner in order to take advantage of the topography of the site. Adequate space has been preserved for the planned roundabout.

Applicant has assured the neighborhood that they do not make a practice of disrupting a site and leaving it exposed for long periods. Such a practice would seem to be uneconomic in any event.

The question whether Dunne will be required to connect to a new sewer in 244th Avenue NE is beyond the scope of this decision. His suggestion that the project be redesigned to take access at 242nd Avenue NE was rejected, as the school district which owns the intervening property was unwilling to grant such access.

5. *Conclusion.* Staff recommends that the application be approved, subject to conditions. The Examiner concurs. The application complies with the City's code and makes appropriate provision for all required amenities. The public interest will be served by providing 21 new home sites in an area designated for such uses in the City's Comprehensive Plan.
6. Any finding of fact deemed to be a conclusion of law is adopted as such.

DECISION

The application of Inglewood Plateau LLC for approval of the preliminary plat of Inglewood Plateau Estates is **APPROVED**, subject to the conditions in attachment B.

DONE this 1st day of February , 2008



Gordon. F. Crandall
Hearing Examiner

Attachment A	Site Plan
Attachment B	Conditions of Approval

RECONSIDERATION

Any final action by the Hearing Examiner may be reconsidered within 21 days of the issuance of the decision by the Examiner if:

1. The action was based in whole or in part on erroneous facts or information;
2. The action when taken failed to comply with existing laws or regulations applicable thereto;
3. An error of procedure occurred which prevented consideration of the interest of persons directly affected by the action.

The Examiner shall reconsider a final decision pursuant to the rules of the Hearing Examiner.

NOTICE OF RIGHT OF APPEAL

This is a type 3 land use decision pursuant to SMC 20.05.020. Any person with standing to do so, may appeal the decision of the Hearing Examiner by filing a Land Use Petition in the King County Superior Court. Such a petition will be timely if filed with the Court Clerk and served on all parties within twenty-one days of the issuance of the decision. See: RCW 36.70C

The Applicant shall comply with the following conditions:***General Conditions:***

1. Per RCW 58.17.170 the Applicant shall comply with all county, state, and federal rules and regulations in effect on December 10, 2006, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.
2. Per SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of sixty (60) months; provided Applicant may file for an extension only as permitted by code.
3. All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received.
4. Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations; compliance may result in the reduction in the number and location of lots as shown on the preliminary plat.
5. The land use development standards, as set forth in SMC Chapter 21A - Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application.
6. The plat configuration shall be developed in substantial conformance with the Preliminary Plat Map prepared by J3ME, received November 27, 2007 (Exhibit B), together with the site plan, conceptual clear and grade plan and drainage plan (sheets 2 thru 5) prepared by J3ME, received June 11, 2007 (Exhibit B), together with proposed landscaping plan sheets LA1-LA4, received June 11, 2007 (Exhibit E), subject to applicable conditions of approval specified by the Hearing Examiner.
7. A homeowner's association (HOA) shall be legally established to provide for the ownership and continued maintenance of required stormwater and recreation tracts, etc.
8. Street trees shall be provided per City of Sammamish PWS.15 requirements and landscaping shall be required consistent with SMC

21A.35.055 – Landscaping Drainage Facilities, and SMC 21A.35.040 – Landscaping Street Frontages.

9. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Applicant shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19.60, Subdividing Procedure.
10. The applicant or subsequent owner(s) shall comply with the payment of Street Impact Fees in accordance to City of Sammamish Ordinance No 2006-208. Future payments of street impact fees shall be adjusted to the approved 21-lot subdivision with 1 existing residence.

Prior to Construction:

11. All internal roads should be improved as a local public road meeting all requirements of Interim PWS Table 1, Figure 01-05, and City Ordinance 2005-191.
12. Driveway access to Lots 5, 6, 9, 15, 18, and 21 shall be made on the future public right-of-way. Joint use driveways in accordance with Interim PWS.15.090 shall be used for access to Lots 7 and 8, Lots 16 and 17, and Lots 19 and 20 only. No direct vehicular driveway access will be allowed from NE 8th St or 244th Ave NE. Language shall be placed on the final plat indicating this condition.
13. Appropriate sidewalk transition from all proposed plat roads to all existing roads shall be designed and approved as part of the clear and grade permit.
14. Unless otherwise approved by the City Engineer, all construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS).
15. The cul-de-sac shall be in accordance to Interim PWS.15.120 and Figure 02-33. The 2003 International Fire Code requires a 96-foot diameter paved bulb with no parking allowed within the bulb. The cul-de-sac shall include a public pedestrian path to 244th Ave NE through Tract A.
16. The Fire Marshal shall approve all permanent and temporary turnarounds prior to clear and grade permit issuance. No parking signs may be designated during Final Engineering.
17. 244th Ave NE and NE 8th St are classified as minor arterials with 30 feet of existing right-of-way frontage along the half street. Per PWS.15.110, 3.5 feet of right-of-way dedication shall be required prior to final plat to obtain 33.5 feet of half-street right-of-way frontage. 35 feet intersection radius shall be required as part of the right-of-way dedication.

18. All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards or as approved by the City Engineer. Illumination along NE 8th Street and 244th Avenue NE shall meet the current City decorative standard. Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development. In the event that the Applicant constructs any illumination improvements funded in the City's TIP, the Applicant shall submit contractor invoices to the City for review and approval of credit toward or refund of Traffic Impact Fees.
19. Following preliminary plat approval, the Applicant shall obtain permit(s) for final engineering. City of Sammamish approval of the applicant's final engineering is required prior to initiation of any onsite construction.
20. At the time of preliminary plat approval (or at intake of any construction permits), the Applicant shall pay the deposit amount equal to twenty percent (20%) of the traffic impact fees in effect at that time, less a credit for any deposits paid. Traffic impact fees shall be paid consistent with the provisions of City of Sammamish Ordinance No. 2006-208.
21. The frontage along the intersection of 244th Ave NE and NE 8th Street is funded in the City's Transportation Improvement Plan (TIP) and is also a Concurrency Project paid for, in part, by the collection of traffic impact fees. Per PWS.15.110, half street frontage improvements consistent with a minor arterial as described in PWS Table 1 and Figure 01-02 are required on 244th Ave NE and NE 8th St. Improvements shall extend to a location to be determined by the City consistent with the payment and calculation of Traffic Impact Fees, or as agreed to by the City and the Applicant in negotiations for right-of-way acquisition. Half street asphalt overlay requirements will be reviewed at the time of Final Engineering. In the event that the Applicant constructs any of the improvements funded in the City's TIP, the Applicant shall submit contractor invoices to the City for review and approval of credit toward or refund of Traffic Impact Fees.
22. A clear and grade permit is required for grading of the site and construction of street frontage improvements, off-site road improvements, internal plat improvements, joint use driveways, and plat related drainage facilities.
23. A geotechnical report stamped and signed by a professional geotechnical engineer licensed in the state of Washington is required to be submitted with the clear and grade permit. A geotechnical report shall be required for review of the proposed infiltration facility prior to clear and grade permit issuance. Approval may result in modification of the plat layout.

24. The clear and grade permit shall include a channelization and signage plan for the improvements on 244th Ave NE and NE 8th St. The channelization plan shall include a striping plan for left-turn pocket(s) on NE 8th St. Fog lines and additional pavement shall be included that would allow for a minimum 5-foot wide shoulder on the south side of NE 8th St.
25. Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual, the City of Sammamish Stormwater Management Comprehensive Plan, and the East Lake Sammamish Basin Plan. Design of the proposed infiltration facility shall be designed consistent with the 2005 Department of Ecology manual for long-term infiltration rates. Public Works review and approval during Clear and Grade permit review may result in modification of the plat layout.
26. A right-of-way permit issued by the City of Sammamish is required for any road or storm drainage related work in the City public right-of-way. The right-of-way permit shall include a traffic control plan. At the department's discretion, this permit may be issued as part of the clear and grade permit.
27. A right-of-way permit issued by King County is required for any dry utility (e.g. phone, cable, power, etc.), water, and sewer related work in the City public right-of-way.
28. All new utility installation serving the subdivision within the plat or along the frontage shall be underground.
29. The Fire Marshal shall approve the location of fire hydrant(s) to meet current codes prior to Clear and Grade permit issuance.
30. Survey monuments shall comply with PWS.15.470.
31. The subdivision shall be landscaped pursuant to SMC 21A.35 and PWS.15 Article VII requirements. Landscape plans shall be concurrent with the submittal of construction plans; for review and approval prior to final engineering approval; Grass in the planter strip is not consistent with PWS.15.520 which calls for shrubs.
32. A root barrier shall be required for all trees adjacent to paved areas consistent with PWS Figure 02-29.
33. Tree protection shall be required per SMC 21A.35.230 – Tree Protection Standards. Tree protection shall be clearly identified on the plans submitted for the clearing and grading permit.
34. Preserving existing significant trees in the future right-of-way shall be reviewed during Final Engineering. Realignment of sidewalks and planter strips will be considered. The final engineering plans shall include identification of any coniferous trees over 8-inch DBH and any deciduous trees over 12-inch DBH located in or adjacent to the future right-of-way.

35. If replacement trees are required for the subject site, the replacement trees shall comply with the provisions of SMC 21A.35.230 and SMC 21A.35.240.
36. Per SMC 21A.25.190(6)(a.), rockeries, retaining walls, or similar structures may project into or be located in any setback provided these structures shall not exceed a height of more than six (6) feet in height. Compliance may result in modification of the plat layout.
37. Per SMC16.210.195, building permits shall be obtained for all rockeries or retaining walls with heights of 4-ft or greater as measured from the bottom of the footing to the top of the wall, or any size walls supporting any surcharge load.
38. All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control.
39. Current City of Sammamish Standard Plan General Notes, Roadway Notes, Drainage Notes, and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval.
40. The plat conditions of approval shall be shown on the Clear and Grade construction drawings and technical information report.
41. Prior to Clear and Grade permit issuance, a restoration bond shall be posted to the City for all required improvements in the existing public right-of-way and all temporary erosion and sediment control for the plat construction. A bond quantities worksheet shall be provided by the Applicant for Public Works review and approval of restoration bond amount.

Prior to recording:

42. If the plat is subject to a dedication, the certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.
43. The proposed subdivision is subject to school impact fees for Lake Washington School District, consistent with SMC 21A.105. Prior to final plat, the applicant shall pay one half of the required school impact fee, together with an administrative fee.
44. The jurisdictional water and sewer district shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval.

45. A Homeowners Association (HOA) shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said HOA shall be filed for record at King County.
46. Prior to final plat, temporary street name signs and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the Applicant but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by Public Works. A written request must be submitted to the City PW Department when signing is needed and the Applicant will be billed upon completion. Street designation signs shall display street name or number.
47. All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording.
48. Suitable recreation space shall be provided consistent with the requirements of SMC 21A.30.160. An overall conceptual recreation space plan shall be submitted with the clearing and grading permit or building permit, for review and approval by the City of Sammamish Department of Community Development. The proposal shall include location, area, calculations, dimensions, and a description of general improvements.
49. Prior to final plat approval, a performance bond shall be posted to the City for all required improvements that remain at the time of final plat, or 30% of the total improvement costs, whichever is greater. A bond quantities worksheet shall be provided by the Applicant for City review and approval of performance bond amounts. The restoration bond shall be released by the City following final plat approval.
50. Recreational improvements shall be installed, or a performance bond for recreational space improvements shall be posted, prior to recording of the final plat.
51. Trees retained per SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval.
52. Prior to final plat approval, a licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way.

Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.

53. Prior to final plat approval, all public and private stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, infiltration, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt. Half street improvements and internal plat road shall be constructed up to the initial lift of asphalt prior to final plat. Asphalt final lift may be required on NE 8th Street and 244th Ave NE on half street improvements prior to final plat in accordance to right-of-way permit or clear and grade permit conditions.

Conditions to appear on the face of the final plat:

54. *“Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.”*
55. Unless otherwise directed by Public Works, the following note shall be shown on the final recorded plat: *“All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain system as shown on the approved plat Clear and Grade permit on file with the City of Sammamish. Connection of the storm system shall be through a perforated stub-out per the 1998 King County Surface Water Design Manual.”* The approved clear and grade permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval.
56. *“For all lots containing or adjacent to infiltration or dispersion trenches/facilities, lots shall be graded such that top of trench or facility is below bottom of foundation.”*
57. *“No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws”.*
58. The Applicant shall comply with RCW 58.17.280, providing the appropriate “addressing note” with address ranges being on the final plat.
59. Ownership and maintenance responsibilities of all tracts shall be designated. A Homeowners Association shall be responsible for maintenance of the recreation tract.

60. Language shall be included to adequately indicate ownership and maintenance of stormwater facilities. All stormwater tracts associated with this plat shall be dedicated to the City of Sammamish.
61. Right-of-way dedication shall be shown on the final plat.
62. *“No direct vehicular driveway access will be allowed from NE 8th Street or 244th Avenue NE.”*
63. *“Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240”.*
64. The applicant shall include a note regarding the payment of all traffic impact fees on the subject site in accordance to City of Sammamish Ordinance 2006-208. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval.
65. *“The proposed subdivision is subject to school impact fees for Lake Washington School District, consistent with SMC 21A.105. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee”.*
66. *“The proposed subdivision is subject to parks impact fees, consistent with SMC 14A.20, which shall be paid at the time of building permit issuance together with an administrative fee”.*
67. *“Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit”.*
68. *“Maintenance of landscape strips along NE 8th Street, 244th Avenue NE, and the internal plat road separating the sidewalk from the roadway shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians created by the plat”.*

**Inglewood Plateau Responses to Hearing Examiner’s Conditions of Approval
Applicant response prepared November 30, 2011 and revised by City December 6, 2011**

Plat Conditions of Approval	Condition Number	Applicant Response	City Review/Approval
<p>Per RCW 58.17.170 the Applicant shall comply with all county, state, and federal rules and regulations in effect on December 10, 2006, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.</p>	<p>Condition 1</p>	<p>RCW 58.17.170 has been complied with. No conditions constituting a serious threat to the public health, safety or welfare of the subdivision have been identified</p>	<p>The application was submitted on December 20, 2006 and is vested to the codes in effect at that time.</p>
<p>Per SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of sixty (60) months; provided Applicant may file for extension only as permitted by code.</p>	<p>Condition 2</p>	<p>The subdivision will be completed and recorded within the sixty (now 84) months per SMC 19.40.040</p>	<p>The preliminary plat was approved on January 9, 2008 and will be recorded prior to expiration on January 9, 2013.</p>
<p>All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received.</p>	<p>Condition 3</p>	<p>The subdivision construction and site development have been done subsequent to the preliminary decision becoming effective</p>	<p>Site development plan was approved under the clearing and grading plans (BLD2008-00264).</p>

Exhibit 3

Plat Conditions of Approval	Condition Number	Applicant Response	City Review/Approval
Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations; compliance may result in the reduction in the number and location of lots as shown on the preliminary plat.	Condition 4	All building permits will meet applicable codes	Clear and grade plans approved under BLD2008-00264. Compliance with all codes has been met and will continue to be met during residential development and building permit approval.
The land use development standards, as set forth in SMC Chapter 21A-Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application.	Condition 5	Land use code requirements (SMC Chapter 21A) will be included on building permits and site plans as vested at the time of plat application	Verified by City staff at building permit submittal.
The plat configuration shall be developed in substantial conformance with the Preliminary Plat Map prepared by J3ME, received November 27, 2007 (Exhibit B), together with the site plan, conceptual clear and grade plan and drainage plan (sheets 2 thru 5) prepared by J3ME, received June 11, 2007 (Exhibit B), together with the proposed landscaping plan sheets LA1-LA4,	Condition 6	The plat has been laid out and constructed in substantial conformance with Exhibits B & E as approved by the Examiner	City approved.

Exhibit 3

Plat Conditions of Approval	Condition Number	Applicant Response	City Review/Approval
received June 11, 2007 (exhibit E), 2subject to applicable condition of approval specified by the Hearing Examiner.			
A homeowner’s association (HOA) shall be legally established to provide for the ownership and continued maintenance of required stormwater and recreation tracts, etc.	Condition 7	A Homeowners Association has been legally established for ownership and continued maintenance of required storm water and recreation tracts, etc.	CC&Rs are included in final plat submittal and will be recorded concurrently with the plat.
Street trees shall be provided per City of Sammamish PWS.15 requirements and landscaping shall be required consistent with SMC 21A.35.055- Landscaping Drainage Facilities, and SMC 21A.35.040- Landscaping Street Frontages.	Condition 8	Street trees are provided per PWS.15 and landscaping installed consistent with SMC 21A.35.055 & SMC 21A.35.040	Street trees have been installed and/or bonded for under bond BND2011-00039.
For the purpose of assuring compliance with all conditions of approval and the standard requirements of the SMC, the Applicant shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulation, must be installed and proved, or bonded as specified for plats in SMC 19.60, Subdividing Procedure.	Condition 9	Financial guarantees have been provided in conformance with SMC Chapter 27A & PWS Chapter 10.050(K) as well as SMC 19.60, Subdividing Procedure	Bonds were submitted to the City on 12/5/11 (BND2011-00038) and 12/6/11 (BND2011-00039).

Exhibit 3

Plat Conditions of Approval	Condition Number	Applicant Response	City Review/Approval
The applicant or subsequent owner(s) shall comply with the payment of Street Impact Fees in accordance to the City of Sammamish Ordinance No 2006-208. Future payments of street impact fees shall be adjusted to the approved 21-lot subdivision with 1 existing residence.	Condition 10	A fee of \$26,737.13 for traffic impact will be paid at the time of final plat. Note 21 on the final plat have been corrected.	Traffic impact fees were paid on 12/2/11 in the amount of \$26,737.13
All internal roads should be improved as a local public road meeting all requirements of Interim PWS Table 1, Figure 01-05, and City Ordinance 2005-191.	Condition 11	Internal roads have been designed and constructed to meet the requirements of Interim PWS Table 1, Figure 01-05, and City Ordinance 2005-191	City approved under BLD2008-00264.
Driveway access to Lots 5,6,9,15,18 and 21 shall be made on the future public right-of-way. Joint use driveways in accordance with Interim PWS.15.090 shall be used for access to Lots 7 and 8, Lots 16 and 17, and Lots 19 and 20 only. No direct vehicular driveway access will be allowed from NE 8 th St or 244 th Ave NE. Language shall be placed on the final plat indicating this condition.	Condition 12	Note # 5 on the final plat addresses vehicular access as required in this condition	Access will be reviewed to meet this condition during building permit.
Appropriate sidewalk transition from all proposed plat roads to all existing roads shall be designed and approved as part of the clear and grade permit.	Condition 13	Sidewalk transition from the plat roads to all existing roads was designed and installed under the clear & grade permit	City approved under BLD2008-00264.

Exhibit 3

Plat Conditions of Approval	Condition Number	Applicant Response	City Review/Approval
Unless otherwise approved by the City Engineer, all construction and upgrading of the public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS).	Condition 14	Roads were designed, approved and constructed per City of Sammamish Interim Public Works Standards.	City approved under BLD2008-00264.
The cul-de-sac shall be in accordance to the Interim PWS.15.120 and figure 02-33. The 2003International Fire Code requires a 96-foot diameter paved bulb with no parking allowed within the bulb. The cul-de-sac shall include a public pedestrian path to 244 th Ave NE through Tract A.	Condition 15	The cul de sac meets fire code and has No Parking signs to discourage parking. A pedestrian path to 244th Ave. N.E. through Tract A from the cul de sac has been installed.	City approved under BLD2008-00264.
The Fire Marshall shall approve all permanent and temporary turnarounds prior to clear and grade permit issuance. No parking signs may be designated during Final Engineering.	Condition 16	Permanent and temporary turnarounds were reviewed by the Fire Marshall prior to clear and grade permit issuance. No Parking sign locations are on the approved plat construction plans.	City approved under BLD2008-00264.
244 th Ave NE and NE 8 th St are classified as minor arterials with 30 feet of existing right-of-way frontage along the half street. Per PWS.15.110, 3.5 feet of right-of-way dedication shall be required prior to final plat to obtain 33.5 feet of half-street right-of-way frontage. 35 feet intersection radius	Condition 17	The required right of way dedications were completed and recorded prior to pulling the clearing and grading permit. A copy of the document is attached.	Dedicated under AF#20080909000340

Exhibit 3

Plat Conditions of Approval	Condition Number	Applicant Response	City Review/Approval
shall be required as part of the right-of-way dedication.			
All new street construction for the plat shall include illumination per Article 5 on the City of Sammamish Interim Public Works Standards or as approved by the City Engineer. Illumination along NE 8 th Street and 244 th Ave NE shall meet the current City decorative standard. Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development. In the event that the Applicant constructs and illumination improvements funded in the City's TIP, the Applicant shall submit contractor invoices to the City for review and approval of credit toward or refund of Traffic Impact Fees.	Condition 18	Interior and exterior street lighting has been reviewed, approved, and installed (or relocated). The HOA for the plat will be responsible for maintenance and payment of the electrical bills for interior street lights.	Also noted on Sheet 2 of final plat in Note #27
Following preliminary plat approval, the Applicant shall obtain permit(s) for final engineering. City of Sammamish approval of the applicant's final engineering is required prior to initiation of any onsite construction.	Condition 19	Plans for plat infrastructure improvements were submitted, reviewed and approved by the City prior to any onsite construction.	City approved under BLD2008-00264.

Exhibit 3

<p>At the time of preliminary plat approval (or at the intake of any construction permits), the Applicant shall pay the deposit amount equal to twenty percent (20%) of the traffic impact fees in effect at that time, less a credit for any deposits paid. Traffic impact fees shall be paid consistent with the provisions of City of Sammamish Ordinance No.2006-208</p>	<p>Condition 20</p>	<p>The applicant did pay 20% of the traffic impact fee at the time of construction permits.</p>	<p>\$46,348.97 was paid to the City on 1/24/08</p>
<p>The frontage along the intersection of 244th Ave NE and NE 8th Street is funded in the City’s Transportation Improvement Plan (TIP) and is also a Concurrency Project paid for, in part, by the collection of traffic impact fees. Per PWS.15.110, half street frontage improvements consistent with a minor arterial as described in PWS Table1 and Figure 01-02 are required on 244th Ave NE and NE 8th St. Improvements shall extend to a location to be determined by the City consistent with the payment and calculation of Traffic Impact Fees, or as agreed to by the City and the Applicant in negotiations for right-of-way acquisition. Half street asphalt overlay requirements will be reviewed at the time of Final Engineering. In the</p>	<p>Condition 21</p>	<p>The applicant has been working closely with City Public Works staff to insure that improvements on both N.E. 8th Street and 244th Ave. N. E. are compatible with ongoing TIP projects. The applicant and staff have agreed to some trades that help both parties achieve their goals.</p>	<p>A fee in lieu of frontage improvements has been paid in the amount of \$38,171.37. Half street frontage improvements have been installed on NE 8th St and 244th Ave NE.</p>

Exhibit 3

<p>event that the Applicant constructs any of the improvements funded in the City's TIP, the Applicant shall submit contractor invoices to the City for review and approval of credit toward or refund of Traffic Impact Fees.</p>			
<p>A clear and grade permit is required for grading of the site and construction of street frontage improvements, off-site road improvements, internal plat improvements, joint use driveways, and plat related drainage facilities.</p>	<p>Condition 22</p>	<p>A clearing and grading permit has been issued for the work on this plat</p>	<p>City approved under BLD2008-00264.</p>
<p>A geotechnical report stamped and signed by a professional geotechnical engineer licensed in the state of Washington is required to be submitted with the clear and grade permit. A geotechnical report shall be required for review of the proposed infiltration facility prior to clear and grade permit issuance. <u>Approval may result in modification of the plat layout.</u></p>	<p>Condition 23</p>	<p>A geotechnical report meeting City of Sammamish requirements was submitted and approved as part of the plan approval process.</p>	<p>The geotechnical report was submitted as part of the site development plan and approval.</p>
<p>The clear and grade permit shall include a channelization and signage plan for the improvements on 244th Ave NE and NE 8th St. The channelization plan shall include a striping plan for left-turn pocket(s) on NE 8th St. Fog lines and additional pavement shall be included that would allow for a</p>	<p>Condition 24</p>	<p>A channelization plan (with signage and striping) was submitted and approved at the time a clearing and grading permit was issued. It should be noted that the City will be doing the permanent channelization and striping of N.E. 8th Street in 2112, so a developer contribution along with temporary</p>	<p>NE 8th St Pavement Marking and Signage Plan prepared by TENW was submitted as part of the site development plan approval. A temporary channelization was installed on 12/2/11 and 12/3/11. The City will provide final channelization with the NE 8th overlay in 2012. Funding was included as part of the</p>

Exhibit 3

<p>minimum 5-foot wide shoulder on the south side of NE 8th St.</p>		<p>striping will satisfy this condition.</p>	<p>fee in lieu.</p>
<p>Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual, the City of Sammamish Stormwater Management Comprehensive Plan, and the East Lake Sammamish Basin Plan. Design of the proposed infiltration facility shall be designed consistent with the 2005 Department of Ecology manual for long-term infiltration rates. <u>Public Works review and approval during Clear and Grade permit review may result in modification of the play layout.</u></p>	<p>Condition 25</p>	<p>The infiltration facility was designed, reviewed and approved using the 1998 King County Surface Water Management Manual, 2005 Dept. of Ecology Manual, and the City of Sammamish Stormwater Management Comprehensive Plan.</p>	<p>TIR prepared by J3ME was submitted as part of the site development plan approval.</p>
<p>A right-of-way permit issued by the City of Sammamish is required for any road or storm drainage related work in the City public right-of-way. The right-of-way permit shall include a traffic control plan. At the department's discretion, this permit may be issued as part of the clear and grade permit.</p>	<p>Condition 26</p>	<p>The right-of-way use permit for this project was issued by the City in conjunction with the clear and grade permit.</p>	<p>City approved under BLD2008-00264.</p>
<p>A right-of-way permit issued by King County is required for any dry utility (e.g. phone, cable, power, etc.) water, and sewer related work in the City public right-of-way.</p>	<p>Condition 27</p>	<p>The City did include water & sewer work in the existing right-of-way use permit, but dry utilities obtained their own permits.</p>	<p>Franchise utilities applied for and were issued right-of-way permits by the City.</p>

Exhibit 3

All new utility installation serving the subdivision within the plat along the frontage shall be underground.	Condition 28	All new utility installations for this plat were underground	All new utilities have been installed underground.
The Fire Marshall shall approve the location of fire hydrant(s) to meet current codes prior to Clear and Grade permit issuance.	Condition 29	The Fire Marshall did approve all hydrant locations prior to clear and grade permit approval.	City approved under BLD2008-00264.
Survey monuments shall comply with PWS.15.470.	Condition 30	The survey monuments have been installed and a Certificate of Monumentation (King County form) has been provided. The monuments comply with PWS.15.470.	City approved under BLD2008-00264.
The subdivision shall be landscaped pursuant to SMC 21A.35 and PWS.15 Article VII requirements. Landscape plans shall be concurrent with the submittal of construction plans; for review and approval prior to final engineering approval; Grass in the planter strip is not consistent with PWS.15.520 which calls for shrubs.	Condition 31	A landscape plan was submitted, reviewed, and approved by City staff pursuant to SMC 21A.35. Landscaping will be complete by the end of December 2011, but all items not installed by December 2, 2011 will be covered by a financial guarantee satisfactory to the City.	A landscape bond was supplied to the City on 12/5/11 under BND2011-00039.
A root barrier shall be required for all trees adjacent to paved areas consistent with PWS Figure 02-29.	Condition 32	Root barriers will be provided for all trees adjacent to paved areas consistent with PWS Figure 02-29	City approved under BLD2008-00264.
Tree protection shall be required per SMC 21A.35.230 – Tree Protection Standards. Tree protection shall be clearly identified on the plans	Condition 33	Tree protection, per SMC 21A.35.230, is shown on the approved clearing and grading plans, and were implemented during plat construction.	City approved under BLD2008-00264.

Exhibit 3

submitted for the clearing and grading permit.			
Preserving existing significant trees in the future right-of-way shall be reviewed during Final Engineering. Realignment of sidewalks and planter strips will be considered. The final engineering plans shall include identification of any coniferous trees over 8-inch DBH and any deciduous trees over 12-inch DBH located in or adjacent to the future right-of-way.	Condition 34	Trees shown adjacent to future right of way are shown on the approved final clearing and grading plans. Every effort to save trees was done during plat construction.	City approved under BLD2008-00264.
If replacement trees are required for the subject site, the replacement trees shall comply with the provisions of SMC 21A.35.230 and SMC 21A.35.240.	Condition 35	No replacement trees are required for this project. The plat requirement for 61 saved significant trees has been exceeded. A map depicting saved trees and their locations is on page four of the final plat.	Replacement trees are not required. The applicant has exceeded the 25% tree retention requirement on this subdivision.
Per SMC 21A.25.190(6)(a), rockeries, retaining walls, or similar structures may project into or be located in any setback provided these structures shall not exceed a height of more than six (6) feet in height. Compliance may result in modification of the play layout.	Condition 36	Rockeries on this plat do not exceed six feet, per SMC 21A.25.190 (6) (a.)	A rockery permit for a 6-ft retaining wall was submitted under BLD 2011-00689 on 8/16/11 and approved on 8/17/11.
Per SMC16.210.195, building permits shall be obtained for all rockeries or retaining walls with heights of 4-ft or greater as measured from the bottom of the footing to the top of the wall, or any	Condition 37	Per SMC 16.210.195, a building permit was obtained for a rockery exceeding four feet (but less than six feet) on lots 7, 8, 9 & 10.	A rockery permit for a 6-ft retaining wall was submitted under BLD 2011-00689 on 8/16/11 and approved on 8/17/11.

Exhibit 3

size walls supporting any surcharge load.			
All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control.	Condition 38	A Temporary Erosion & Sediment Control plan that meets all jurisdictional requirements was submitted, reviewed and approved by City staff at the time of clearing and grading permit review.	City approved under BLD2008-00264.
Current City of Sammamish Standard Plan General Notes, Roadway Notes, Drainage Notes, and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval.	Condition 39	Current City of Sammamish Standard Plan General Notes, Drainage Notes, and Erosion and Sediment Control notes are shown on the approved engineering plans for this project	City approved under BLD2008-00264.
The plat conditions of approval shall be shown on the Clear and Grade construction drawings and technical information report.	Condition 40	The conditions of plat approval are shown on the approved Clear and Grade plans as well as the technical information report for this project	City approved under BLD2008-00264.
Prior to Clear and Grade permit issuance, a restoration bond shall be posted to the city for all required improvements in the existing public right-of-way and all temporary erosion and sediment control for the plat	Condition 41	A site restoration bond was submitted prior to the City prior to Clear and Grade permit issuance that covered all requirements in the right-of-way and all temporary erosion and sediment control for the plat construction based on a City	Bonds were submitted in the amount of \$186,519.10 prior to site development permit issuance.

Exhibit 3

construction. A bond quantities worksheet shall be provided by the Applicant for Public Works review and approval of restoration bond amount.		reviewed bond quantities worksheet.	
If the plat is subject to a dedication, the certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.	Condition 42	The plat does dedicate roads and a tract to the City and the certificate/instrument of dedication will be signed and acknowledged before a notary public on the face of the final plat document by all parties having any ownership interest in the property.	Frontage Right of way was dedicated under Recording # 20080909000340. The internal road right-of-way is dedicated as part of the final plat.
The proposed subdivision is subject to school impact fees for Lake Washington School District, consistent with SMC 21A.105. Prior to final plat, the applicant shall pay one half of the required school impact fee, together with an administrative fee.	Condition 43	A school mitigation fee of \$62,616.00 will be paid to the City at the time of final plat.	School mitigation fee was paid on 12/2/11
The jurisdictional water and sewer district shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval.	Condition 44	The Sammamish Plateau Water & Sewer District will give an "OK to record" letter, which means that all fire hydrants, water mains and fire flow meet current codes, prior to final plat approval.	Sammamish Plateau Water & Sewer District has supplied a letter dated 12/2/11 stating that the developer has met all their obligations with the District to record the plat.
A Homeowners Association (HOA) shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said HOA shall be filed for record at King	Condition 45	A Homeowners Association has been established and will be responsible for maintenance of all common areas, as well as park improvements on the City's Drainage Tract B, along with interior	CC&Rs provided and will be recorded prior to final plat.

Exhibit 3

County.		street lights.	
<p>Prior to final plat, temporary street name signs and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the Applicant but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by the Public Works. A written request must be submitted to the City PW Department when signing is needed and the Applicant will be billed upon completion. Street designation signs shall display street name or number.</p>	Condition 46	<p>Permanent street signs, a Stop Sign and No Parking signs have been installed on the plat. Due to a recent street name change by the City, a temporary street name sign has been placed at the entrance to the plat. A permanent sign is on order and will be installed shortly.</p>	Temporary street signs and no parking signs have been installed.
<p>All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording.</p>	Condition 47	<p>All utilities - PSE gas & electricity, Comcast and Frontier have valid franchise agreements with the City of Sammamish. These utilities have been installed to serve the lots in this plat.</p>	All utilities have a franchise agreement with the City.

Exhibit 3

<p>Suitable recreation space shall be provided consistent with the requirements of SMC21A.30.160. An overall conceptual recreation space plan shall be submitted with the clearing and grading permit or building permit, for review and approval by the City of Sammamish Department of Community Development. The proposal shall include location, area, calculations, dimensions, and a description of general improvements.</p>	<p>Condition 48</p>	<p>A recreation and landscaping plan was submitted, reviewed and approved by appropriate City staff meeting the requirements of SMC 21A.30.160. These improvements will be substantially complete at the time of final plat approval.</p>	<p>City approved under BLD2008-00264. The applicant has bonded for landscape and recreation improvements under BND2011-00039 submitted on 12/6/11.</p>
<p>Prior to final plat approval, a performance bond shall be posted to the City for all required improvements that remain at the time of final plat, or 30% or the total improvement costs, whichever is greater. A bond quantities worksheet shall be provided by the Applicant for City review and approval of performance bond amounts. The restoration bond shall be released by the city following final plat approval.</p>	<p>Condition 49</p>	<p>A performance bond, in the amount of \$210,287.80, based on a bond quantities worksheet, will be given to the City prior to final plat approval.</p>	<p>Bond was submitted on 12/5/11 under BND2011-00038.</p>
<p>Recreational improvements shall be installed, or a performance bond for recreational space improvements shall be posted, prior to recording of the final plat.</p>	<p>Condition 50</p>	<p>While recreational and landscape improvements will be substantially complete at the time of final plat approval, a performance bond or other financial guarantee in an amount determined by City will be given to the</p>	<p>City approved under BLD2008-00264. The applicant has bonded for landscape and recreation improvements under BND2011-00039 submitted on 12/6/11.</p>

Exhibit 3

		City prior to final plat approval.	
Trees retained per SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the original plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval.	Condition 51	Trees to be retained are shown on page 4 of the final plat. Note # 6 on page 2 of the final plat as well as a note on page 4 reference the retention requirement per SMC 21A35.240	Tree retention has been confirmed and verified by Brian Gilles, Certified Arborist in letter dated 11/29/11.
Prior to final plat approval, a licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.	Condition 52	All storm drainage facilities were staked by a licensed surveyor and have been inspected and approved by a City of Sammamish Public Works Inspector. These improvements are complete.	The facilities were surveyed during construction.
Prior to final plat approval, all public and private stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, infiltration, water quality, and any required monitoring facilities. The conveyance system shall include the	Condition 53	All public and private stormwater facilities for this plat are complete and functional. The final lift of asphalt has been installed on the interior road. Asphalt is complete on 244th Avenue N.E. The asphalt overlay on N.E. 8th Street will be performed by the City of Sammamish in 2012 as part of a TIP project. The developer is	Stormwater facilities are on line and operational.

Exhibit 3

<p>stormwater conveyance system shall include all drainage structures, piping, ditching, curb, gutter , and road paving, with the exception of the final lift of asphalt. Half street improvements and internal plat road shall be constructed up to the initial lift of asphalt prior to final plat. Asphalt final lift may be required on NE 8th Street and 244th Ave NE on half-street improvements prior to final plat in accordance to right-of-way permit or clear and grade permit conditions.</p>		<p>contributing funds in an amount satisfactory to Public Works for this portion of frontage improvements.</p>	
<p>“Metal products such as galvanized steel, copper, or zinc shall no be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with stormwater is prevented.”</p>	<p>Condition 54</p>	<p>Note # 1 on page two of the final plat addresses this requirement verbatim.</p>	<p>This will be addressed for single-family construction at building permit review.</p>
<p>Unless otherwise directed by Public Works, the following note shall be shown on the final recorded plat: “All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain system. As shown on the approved plat Clear and Grade permit on file with the City of Sammamish. Connection of the</p>	<p>Condition 55</p>	<p>Note # 2 on page 2 of the final plat addresses this requirement verbatim. A copy of the clear and grade permit will be submitted with the application for all building permits. All connections of the drains will be constructed and approved prior to building inspection approval.</p>	<p>This will be addressed for single-family construction at building permit review.</p>

Exhibit 3

<p>storm system shall be through a perforated stub-out per the 1998 King County Surface Water Design Manual.” The approve clear and grade permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval.</p>			
<p>“For all lots containing or adjacent to infiltration or dispersion trenches/facilities, lots shall be graded such that top of trench or facility is below bottom of foundation.”</p>	<p>Condition 56</p>	<p>Note # 3 on page two of the final plat addresses this requirement verbatim</p>	<p>This will be addressed for single-family construction at building permit review.</p>
<p>“No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations, or laws.”</p>	<p>Condition 57</p>	<p>Note # 4 on page two of the final plat addresses this requirement verbatim</p>	<p>Noted on final plat.</p>
<p>The Applicant shall comply with RCW 58.17.20, providing the appropriate “addressing note” with address ranges being on the final plat.</p>	<p>Condition 58</p>	<p>Note # 11 on page two complies with RCW 58.17.280, which provides address ranges on the final plat.</p>	<p>Staff has reviewed and approved address ranges.</p>
<p>Ownership and maintenance responsibilities of all tracts shall be designated. A Homeowners Association shall be responsible for maintenance of the recreation tract.</p>	<p>Condition 59</p>	<p>Notes 24 and 25 indicate ownership and responsibilities for Tracts A and B</p>	<p>The HOA shall own Tracts A&B. The City shall maintain the stormwater facilities on Tract B.</p>

Exhibit 3

<p>Language shall be included to adequately indicate ownership and maintenance of stormwater facilities. All stormwater tracts associated with this plat shall be dedicated to the City of Sammamish.</p>	<p>Condition 60</p>	<p>Note # 25 indicates who owns and maintains storm water facilities in Tract B, including an easement for such purposes on Tract A.</p>	<p>The HOA shall own Tracts A & B. The City shall maintain the stormwater facilities on Tract B.</p>
<p>Right-of-way dedication shall be shown on the final plat.</p>	<p>Condition 61</p>	<p>Right of way dedication is shown on page one of the final plat as well as a note on page three.</p>	<p>Right of way dedication is shown on the final plat.</p>
<p>“No direct vehicular driveway access will be allowed from NE 8th Street or 244th Ave NE.”</p>	<p>Condition 62</p>	<p>Note # 5 on page two of the final plat incorporates this requirement verbatim in the third sentence of the note.</p>	<p>This will be addressed for single-family construction at building permit review.</p>
<p>“Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.”</p>	<p>Condition 63</p>	<p>This requirement is shown as note # 6 on page two of the final plat. The note is shown again on page four of the final plat.</p>	<p>Appropriate measures have been taken and noted to depict trees identified for retention.</p>

Exhibit 3

<p>The applicant shall include a note regarding the payment of all traffic impact fees on the subject site in accordance to City of Sammamish Ordinance 2006-208. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval.</p>	<p>Condition 64</p>	<p>Note # 21 on page 2 of the final plat addresses payment of traffic impact fees. Language for this note was supplied by City staff.</p>	<p>30% of traffic fees have been paid as of final plat; the remaining fees will be paid at building permit.</p>
<p>“The proposed subdivision is subject to school impact fees for Lake Washington School District, consistent with SMC 21A.105. At the time of building permit, the applicant shall pay one half of the school impact fee, together with an administrative fee.”</p>	<p>Condition 65</p>	<p>Note # 7 on page two of the final plat addresses this requirement with language supplied by City staff.</p>	<p>The required 50% of school impact fees were paid on 12/2/11.</p>
<p>“The proposed subdivision is subject to parks impact fees, consistent with SMC 14A.20, which shall be paid at time of building permit issuance together with an administrative fee.”</p>	<p>Condition 66</p>	<p>Note # 8 on page two of the final plat addresses this requirement verbatim</p>	<p>Park fees may be postponed to building permit. This will be addressed for single-family construction prior to building permit issuance.</p>
<p>“Per City of Sammamish Ordinance No. 02002-12, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.”</p>	<p>Condition 67</p>	<p>Note # 9 on page two of the final plat addresses this requirement verbatim</p>	<p>This will be addressed for single-family construction prior to building permit issuance.</p>
<p>“Maintenance of landscape strips along NE 8th Street, 244th Avenue NE, and the internal plat road shall be the</p>	<p>Condition 68</p>	<p>Note # 10 on page 2 of the final plat addresses this requirement verbatim.</p>	<p>Note 10 of the final plat indicate maintenance responsibilities by the HOA.</p>

Exhibit 3

<p>responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for maintenance. Under no circumstances shall the city bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians created by the plat.”</p>			
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Inglewood Plateau Responses to Hearing Examier

THE RESERVE AT INGLEWOOD

SE 1/4, SE 1/4, SEC. 27, TWN. 25 N., RGE. 6 E., W.M.
KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND TRACTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE AND CONVEY SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF SAMMAMISH.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THE SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF SAMMAMISH OR ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HANDS AND SEALS.

INGLEWOOD PLACE, L.L.C.
A WASHINGTON LIMITED LIABILITY COMPANY

BY: CHRISTOPHER J. W. EADON
ITS: CFO

WELLS FARGO BANK, NATIONAL ASSOCIATION

BY:
ITS:

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF INGLEWOOD PLACE, L.L.C. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____
SIGNATURE: _____
(PRINT NAME) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT: _____
MY APPOINTMENT EXPIRES: _____

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF _____ TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____
SIGNATURE: _____
(PRINT NAME) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT: _____
MY APPOINTMENT EXPIRES: _____

LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.
EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 4783331; AND
EXCEPT THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF NORTHEAST 8TH ST (ROAD 257), AS ESTABLISHED IN VOLUME 6 OF ROADS AT PAGE 438, FILED SEPTEMBER 21, 1889, RECORDS OF KING COUNTY, WASHINGTON; AND
EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF SAMMAMISH BY DEED RECORDED UNDER RECORDING NUMBER 2008090900340.

CITY OF SAMMAMISH APPROVALS

EXAMINED AND APPROVED PER SMC 19A.16 THIS _____ DAY OF _____, 2011.

DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF SAMMAMISH

CITY ENGINEER
CITY OF SAMMAMISH

MAYOR
CITY OF SAMMAMISH

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED PER THIS _____ DAY OF _____, 2011.
KING COUNTY DEPARTMENT OF ASSESSMENTS

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBER: 2725069024

FINANCE DIRECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL THIS _____ DAY OF _____, 2011.

MANAGER, KING COUNTY OFFICE OF FINANCE

DEPUTY

RECORDING CERTIFICATE

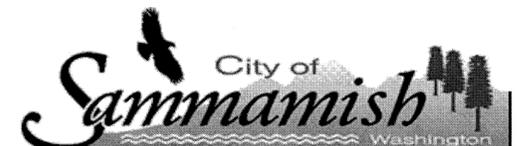
FILED FOR RECORD THIS _____ DAY OF _____, 2011 AT _____ M IN BOOK _____ OF PLATS, AT PAGE _____ AT THE REQUEST OF AXIS SURVEY & MAPPING.



DATE: 12/05/2011

Axis
Survey & Mapping
13005 NE 126th PL
KIRKLAND, WA 98034
TEL. 425.823-5700
FAX 425.823-6700

PROJECT NO. 11-067



FINAL PLAT NO. PLN2006-00102

LAND SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF THE RESERVE AT INGLEWOOD IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

REGISTERED PROFESSIONAL LAND SURVEYOR

40094
CERTIFICATE NO.

DATE: 12/05/2011

THE RESERVE AT INGLEWOOD

SE 1/4, SE 1/4, SEC. 27, TWN. 25 N., RGE. 6 E., W.M.
KING COUNTY, WASHINGTON

NOTES AND RESTRICTIONS

- METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWN SPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.
- ALL BUILDING DOWN SPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN SYSTEM AS SHOWN ON THE APPROVED PLAT CLEAR AND GRADE PERMIT ON FILE WITH THE CITY OF SAMMAMISH. CONNECTION OF THE STORM SYSTEM SHALL BE THROUGH A PERFORATED STUB-OUT PER THE 1998 KING COUNTY SURFACE WATER DESIGN MANUAL.
- FOR ALL LOTS CONTAINING OR ADJACENT TO INFILTRATION OR DISPERSION TRENCHES/FACILITIES, LOTS SHALL BE GRADED SUCH THAT THE TOP OF TRENCH OR FACILITY IS BELOW BOTTOM OF FOUNDATION.
- NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES, REGULATIONS OR LAWS.
- DRIVEWAY ACCESS TO LOTS 5, 6, 9, 15, 18 AND 21 SHALL BE MADE ON FUTURE PUBLIC RIGHT-OF-WAY. JOINT USE DRIVEWAYS IN ACCORDANCE WITH INTERIM PWS.15.090 SHALL BE USED FOR ACCESS TO LOTS 7 AND 8, LOTS 16 AND 17, AND LOTS 19 AND 20 ONLY. NO DIRECT VEHICULAR DRIVEWAY ACCESS WILL BE ALLOWED FROM NE 8TH STREET OR 244TH AVE NE.
- TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240.
- FIFTY PERCENT OF THE SCHOOL IMPACT FEE WAS PAID AT THE TIME OF FINAL PLAT. THE REMAINING 50% OF THE THEN CURRENT SCHOOL IMPACT FEE SHALL BE ASSESSED AND COLLECTED FOR EACH LOT, TOGETHER WITH AN ADMINISTRATIVE FEE, AT THE TIME OF BUILDING PERMIT ISSUANCE, PAID TO THE CITY OF SAMMAMISH.
- THE PROPOSED SUBDIVISION IS SUBJECT TO PARKS IMPACT FEES, CONSISTENT WITH SMC 14A.20, WHICH SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE TOGETHER WITH ANY ADMINISTRATIVE FEE.
- PER CITY OF SAMMAMISH ORDINANCE NO. 02002-112, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE FOR EACH NEW RESIDENTIAL DWELLING UNIT.
- MAINTENANCE OF LANDSCAPE STRIPS ALONG NE 8TH STREET, 244TH AVENUE NE, AND THE INTERNAL PLAT ROAD SEPARATING THE SIDEWALK FROM THE ROADWAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. IF THE MAINTENANCE RESPONSIBILITIES ARE NOT ADDRESSED IN THE HOMEOWNERS ASSOCIATION COVENANTS AND RESTRICTIONS, THEN THE ADJUTING PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS, PLANTER ISLANDS, OR PLANTED MEDIANS CREATED BY THE PLAT.
- THE HOUSE ADDRESSES WITHIN THIS PLAT SHALL BE ASSIGNED WITHIN THE RANGE OF 24301 TO 24399. INDIVIDUAL ADDRESSES WILL BE ASSIGNED TO EACH RESIDENCE OR BUILDING AT TIME OF BUILDING PERMIT ISSUANCE.
- THIS PLAT IS SUBJECT TO AN EASEMENT AND THE TERMS AND CONDITIONS THEREOF UTILITY SYSTEMS FOR ELECTRICITY PER INSTRUMENT UNDER RECORDING NUMBER 20090312000825. SAID EASEMENT IS A RE-RECORDING OF EASEMENT RECORDED UNDER RECORDING NUMBER 20090305000664.
- THIS PLAT IS SUBJECT TO RESERVATION OF ALL COAL, OIL, GAS AND MINERAL RIGHTS, AND RIGHTS TO EXPLORE FOR THE SAME CONTAINED IN DEED FROM WEYERHAEUSER TIMBER CO., A WASHINGTON CORPORATION, PER INSTRUMENT UNDER RECORDING NUMBER 3872739. NOTE: SAID DEED PROVIDES FOR JUST AND REASONABLE COMPENSATION FOR ANY INJURY TO THE SURFACE OF SAID LAND IN EXERCISING THEIR RIGHTS
- THIS PLAT IS SUBJECT TO AN AGREEMENT AND THE TERMS AND CONDITIONS THEREOF FOR WATER DEVELOPER EXTENSION IMPROVEMENTS AND PAYMENT OF CHARGES RELATED THERETO PER INSTRUMENT UNDER RECORDING NUMBER 9011301436. SAID AGREEMENT HAS BEEN MODIFIED BY AMENDMENT THERETO RECORDED UNDER RECORDING NUMBER 9809022352.
- THIS PLAT IS SUBJECT TO AN AGREEMENT AND THE TERMS AND CONDITIONS THEREOF FOR SEWER DEVELOPER EXTENSION IMPROVEMENTS (INSTALLATION OF INTERIM SEWER FACILITIES)
- THIS PLAT IS SUBJECT TO NOTICE OF OBLIGATION TO CONSTRUCT DEVELOPER EXTENSION AGREEMENT WATER AND SEWER IMPROVEMENTS PER INSTRUMENT UNDER RECORDING NUMBER 20080812001512
- THIS PLAT IS SUBJECT TO RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED BY DEED UNDER RECORDING NUMBER 4783331.
- THIS PLAT IS SUBJECT TO MATTERS DISCLOSED BY SURVEY RECORDED UNDER RECORDING NUMBER 2004112900002, AS FOLLOWS:
LOCATION OF 4' WIRE FENCE IN RELATION TO THE NORTH LINE OF SAID PREMISES, AND ANY ADVERSE RIGHTS STEMMING THEREFROM.
- THIS PLAT IS SUBJECT TO TERMS AND CONDITIONS OF NOTICES OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES RECORDED UNDER RECORDING NUMBERS 20040414002865, 20041201000040 AND 20060126001770.
- THIS PLAT IS SUBJECT TO AN AGREEMENT AND THE TERMS AND CONDITIONS THEREOF FOR REIMBURSEMENT FOR THE CONSTRUCTION AND INSTALLATION OF WATER AND/OR SEWER FACILITIES.
- THESE LOTS ARE SUBJECT TO PAYMENT OF ALL TRAFFIC IMPACT FEES CONSISTENT WITH THE PROVISIONS OF THE CITY OF SAMMAMISH ORDINANCE NO. 2006-208.
- THIS PLAT IS SUBJECT TO THE ESTABLISHMENT OF THE RESERVE AT INGLEWOOD HOMEOWNERS ASSOCIATION
- THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN INSTRUMENT UNDER KING COUNTY RECORDING NUMBER _____
- TRACT A IS A RECREATIONAL TRACT, HEREBY CONVEYED TO THE HOMEOWNER'S ASSOCIATION. THE PUBLIC IS HEREBY GRANTED A PEDESTRIAN ACCESS EASEMENT THROUGH THE ENTIRETY OF TRACT A. THE HOMEOWNER'S ASSOCIATION SHALL BE ENTIRELY RESPONSIBLE FOR THE MAINTENANCE OF TRACT A.
- TRACT B IS A RECREATIONAL AND STORMWATER TRACT, HEREBY CONVEYED TO THE HOMEOWNER'S ASSOCIATION. THE CITY OF SAMMAMISH IS HEREBY GRANTED AN EASEMENT FOR PURPOSES OF OPERATING, INSPECTING, MAINTAINING, AND REPAIRING THE STORMWATER FACILITIES WITHIN THE TRACT, TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS FOR SUCH PURPOSES. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE RECREATIONAL FACILITIES WITHIN THE TRACT. THE BIOSWALE SHALL BE MOWED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- THE CUL-DE-SAC AT THE EAST END OF NE 8TH PLACE SHALL INCLUDE A PUBLIC PEDESTRIAN PATH TO 244TH AVE NE THROUGH TRACT A.
- THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MONTHLY ELECTRICITY CHARGES FOR THE INTERIOR STREET LIGHTING OF THIS PLAT. THE CITY OF SAMMAMISH SHALL BE RESPONSIBLE FOR THE STREET LIGHTING ON NE 8TH ST. AND 244TH AVE NE.

PRIVATE UTILITY EASEMENT PROVISION

A PRIVATE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY COMPANY, QWEST, COMCAST, (OTHER PRIVATE UTILITIES), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON ALL PRIVATE STREETS, ALLEYS AND PRIVATE DRIVES AND, THE EXTERIOR 10.00 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS AND 5.00 FEET PARALLEL WITH AND ADJOINING ALLEYS AND PRIVATE DRIVES. FURTHER EASEMENTS ARE RESERVED OVER PRIVATE LANDS FOR VAULTS, PEDESTALS AND RELATED FACILITIES ("VAULT EASEMENTS") ADJACENT TO THE 5.00 FOOT WIDE UTILITY EASEMENT RESERVED IN THE PRECEDING SENTENCE AS FOLLOWS: THE VAULT EASEMENT MAY OCCUPY UP TO AN ADDITIONAL 5.00 FEET IN WIDTH (FOR A TOTAL WIDTH OF 10.00 FEET) WITH THE LENGTH OF EACH VAULT EASEMENT EXTENDING 5.00 FEET FROM EACH END OF THE AS-BUILT VAULT(S). THE NUMBER AND LOCATION OF VAULT EASEMENTS WILL BE "AS INSTALLED" DURING THE UTILITY'S INITIAL INSTALLATION OF FACILITIES. THE EASEMENTS ARE RESERVED AND GRANTED IN ORDER TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPE, CONDUIT, CABLES, WIRES, VAULTS AND PEDESTALS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELECOMMUNICATIONS, DATA TRANSMISSION, STREET LIGHTS AND UTILITY SERVICE TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS OR DATA TRANSMISSION USES SHALL BE PLACED OR PERMITTED TO BE PLACED WITHIN THIS EASEMENT UNLESS THE SAME SHALL BE UNDERGROUND. NO PERMANENT STRUCTURE SHALL BE PLACED WITHIN THE EASEMENTS WITHOUT PERMISSION FROM EASEMENT OWNERS.

CITY OF SAMMAMISH DRAINAGE EASEMENT AND COVENANT

ALL DRAINAGE EASEMENTS WITHIN THIS PLAT, NOT SHOWN AS "PRIVATE", ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND LOCATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF SAMMAMISH, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN. NOTE THAT EXCEPT FOR THE FACILITIES THAT HAVE BEEN FORMALLY ACCEPTED FOR MAINTENANCE BY THE CITY OF SAMMAMISH. MAINTENANCE OF DRAINAGE FACILITIES ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY OF SAMMAMISH, AND ANY REQUIRED PERMITS FROM THE CITY OF SAMMAMISH FOR ACTIVITIES SUCH AS CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.) OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS EASEMENT IS INTENDED TO FACILITATE REASONABLE ACCESS TO THE DRAINAGE FACILITIES. THE EASEMENT AND COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

WATER AND SEWER EASEMENT PROVISION

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT OR ITS SUCCESSORS AND ASSIGNS, OVER, UNDER, THROUGH AND UPON THOSE EASEMENTS SHOWN HEREON AS "PUBLIC WATERLINE EASEMENT" OR "PUBLIC WATER/SEWER EASEMENT", OR "PUBLIC WATER METER EASEMENT", THE SOUTHERLY 25 FEET OF LOT 16 SHOWN ON SHEET 3 AS 25' PRIVATE ACCESS AND UTILITY EASEMENT AND THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS, AS SHOWN ON SHEET 3 IN WHICH TO LAY, CONSTRUCT, MAINTAIN, INSPECT, REPLACE, REPAIR, REMOVE, RENEW, USE, AND OPERATE WATER AND SEWER SYSTEMS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENT AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENT IN FAVOR OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT HAS APPROVED.

PRIVATE EASEMENT PROVISIONS

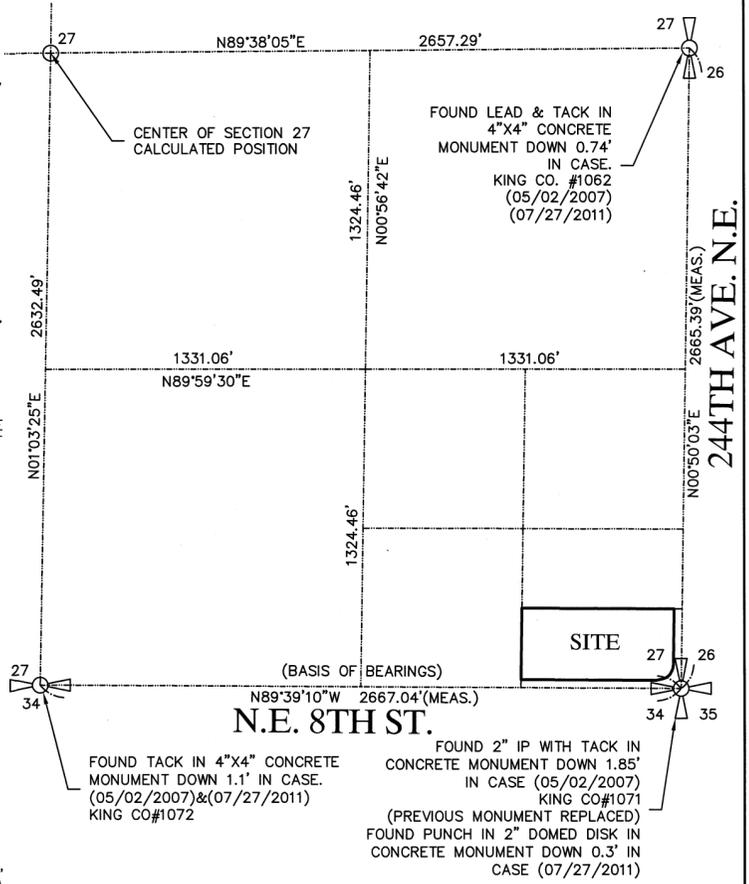
- THE PRIVATE ACCESS AND UTILITY EASEMENT OVER THE SOUTHERLY PORTION OF LOT 8, AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO LOT 7 FOR PRIVATE ACCESS AND UTILITIES AND TO LOT 9 FOR PRIVATE UTILITIES. THE COST OF MAINTENANCE AND REPAIRS OR REPLACEMENT OF THAT PORTION OF THE UTILITIES USED IN COMMON BY LOTS 7, 8 & 9 SHALL BE BORNE IN EQUAL SHARES, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PART OF THE UTILITIES ABOVE THEIR CONNECTIONS; AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE UTILITIES, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THAT WORK. LOT 9 SHALL NOT TAKE ACCESS FROM SAID EASEMENT. LOT 9 SHALL NOT TAKE ACCESS FROM SAID EASEMENT.
- THE PRIVATE ACCESS AND UTILITY EASEMENT OVER THE SOUTHERLY PORTION OF LOT 16, AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO LOT 17 FOR PRIVATE ACCESS AND UTILITIES AND TO LOT 15 FOR PRIVATE UTILITIES. THE COST OF MAINTENANCE AND REPAIRS OR REPLACEMENT OF THAT PORTION OF THE PRIVATE UTILITIES USED IN COMMON BY LOTS 15, 16 & 17 SHALL BE BORNE IN EQUAL SHARES, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PART OF THE UTILITIES ABOVE THEIR CONNECTIONS; AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE UTILITIES, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THAT WORK. LOT 15 SHALL NOT TAKE ACCESS FROM SAID EASEMENT.
- THE PRIVATE ACCESS AND UTILITY EASEMENT OVER THE NORTHERLY PORTION OF LOT 20, AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO LOT 19 FOR PRIVATE ACCESS AND UTILITIES AND TO LOT 21 FOR PRIVATE UTILITIES. THE COST OF MAINTENANCE AND REPAIRS OR REPLACEMENT OF THAT PORTION OF THE UTILITIES USED IN COMMON BY LOTS 19, 20 & 21 SHALL BE BORNE IN EQUAL SHARES, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PART OF THE UTILITIES ABOVE THEIR CONNECTIONS; AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE UTILITIES, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THAT WORK. LOT 21 SHALL NOT TAKE ACCESS FROM SAID EASEMENT.

PRIVATE LANDSCAPE EASEMENT PROVISIONS

THE PRIVATE LANDSCAPE EASEMENT OVER THE SW CORNER OF LOT 1, AS SHOWN HEREON, IS HEREBY GRANTED TO THE HOMEOWNERS ASSOCIATION. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID EASEMENT.

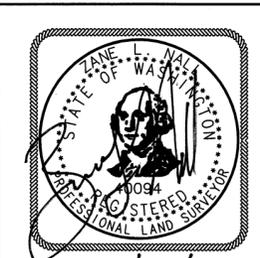
PUBLIC SIDEWALK EASEMENT PROVISIONS

THE 4.00 FOOT PUBLIC SIDEWALK EASEMENT ALONG THE STREET FRONTAGE OF TRACTS A AND B, LOTS 4, 5, 6, 7, 9, 10, 11, 13, 14, 15, 16, 18, 20 AND 21, AS SHOWN HEREON, IS HEREBY RESERVED AND GRANTED TO THE PUBLIC FOR A PUBLIC SIDEWALK EASEMENT. THE CITY OF SAMMAMISH SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SIDEWALK.



SURVEY NOTES

- EASEMENTS AND LEGAL DESCRIPTION ARE BASED ON THE PLAT CERTIFICATE BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 1316595, DATED DECEMBER 2, 2011 AT 8:00 AM, AND SUPPLEMENTAL COMMITMENT DATED JUNE 30, 2011.
- PRIMARY CONTROL POINTS AND ACCESSIBLE MONUMENT POSITIONS WERE FIELD MEASURED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES USING LEICA SYSTEM 1200 EQUIPMENT. MONUMENT POSITIONS THAT WERE NOT DIRECTLY OBSERVED USING GPS SURVEY TECHNIQUES WERE TIED INTO THE CONTROL POINTS UTILIZING LEICA ELECTRONIC 1103 TOTAL STATIONS FOR THE MEASUREMENT OF BOTH ANGLES AND DISTANCES. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET BY WAC 332-130-090 AND THE CITY OF BELLEVUE.



DATE: 12/05/2011 PROJECT NO. 11-067
FINAL PLAT NO. PLN2006-00102
SHEET 2 OF 4

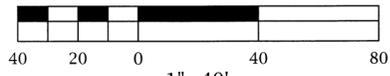
THE RESERVE AT INGLEWOOD

SE 1/4, SE 1/4, SEC. 27, TWN. 25 N., RGE. 6 E., W.M.
KING COUNTY, WASHINGTON

KCSP 278059
REC. NO. 7808210765



GRAPHIC SCALE



BASIS OF BEARINGS

NORTH 89°39'10" WEST BETWEEN FOUND MONUMENTS
ALONG THE CENTERLINE OF N.E. 8TH STREET

EXISTING 15' WATERLINE
EASEMENT PER REC.
NO.20110818001387

EXISTING 15' WATERLINE
EASEMENT REC. NO.
20061012000256

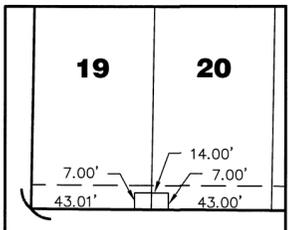
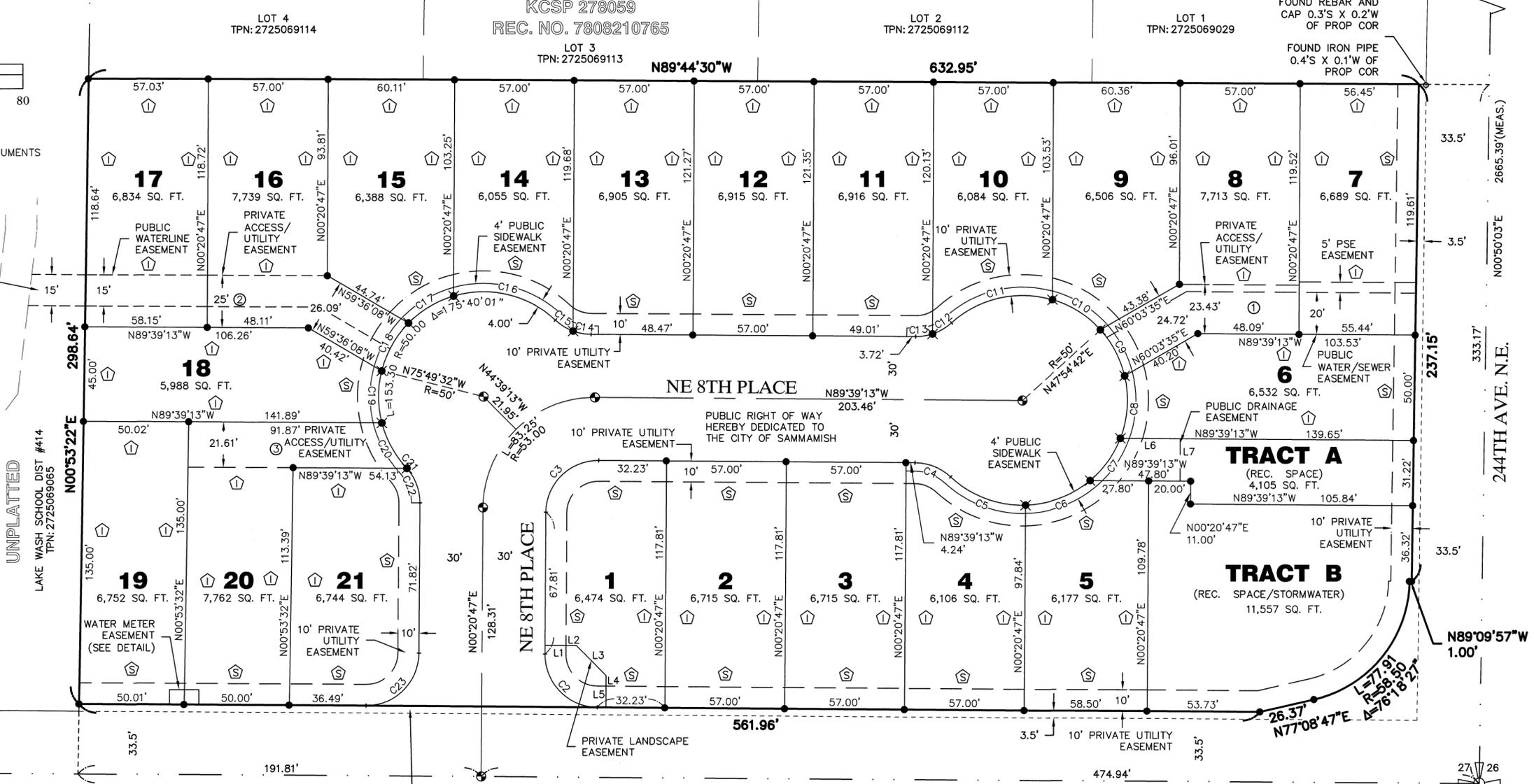
UNPLATTED
LAKE WASH SCHOOL DIST #414
TPN: 2725069065

FOUND TACK IN
4"x4" CONCRETE
MONUMENT DOWN
1.1' IN CASE
(05/02/2007)
(07/27/2011)
KING CO#1072

FOUND LEAD & TACK IN
4"x4" CONCRETE
MONUMENT DOWN 0.74'
IN CASE
KING CO. #1062
(05/02/2007)
(07/27/2011)

FOUND REBAR AND
CAP 0.3'S X 0.2'W
OF PROP COR

FOUND IRON PIPE
0.4'S X 0.1'W OF
PROP COR



DETAIL
1"=50'

DEDICATED TO CITY OF
SAMMAMISH PER DEED
UNDER RECORDING
NO. 20080909000340

N.E. 8TH ST.

N89°39'10"W
(BASIS OF BEARINGS)

2" IP WITH TACK IN CONCRETE
MONUMENT DOWN 1.85' IN CASE
(05/02/2007)
KING CO#1071
(PREVIOUS MONUMENT REPLACED)
FOUND PUNCH IN 2" DOMED DISK
IN CONCRETE MONUMENT DOWN 0.3'
IN CASE (07/27/2011)

REFERENCES

RECORD OF SURVEY BY W & H PACIFIC PER INSTRUMENT UNDER KING COUNTY AUDITOR'S
FILE NO. 95070690001.

RECORD OF SURVEY BY MERIWETHER LEACHMAN ASSOCIATES PER INSTRUMENT UNDER KING
COUNTY AUDITOR'S FILE NO. 19991109900001.

RECORD OF SURVEY BY TIM HANSON AND ASSOCIATES, INC. PER INSTRUMENT UNDER KING
COUNTY AUDITOR'S FILE NO. 20041112900002.

CITY OF SAMMAMISH SHORT PLAT NO. 2000-044 BY MEADE GILMAN & ASSOCIATES PER
INSTRUMENT UNDER KING COUNTY AUDITOR'S FILE NO. 20040916900002.

LEGEND:

- ⊕ SET MONUMENT IN CASE
- ⊕ FOUND MONUMENT AS NOTED
- FOUND 1/2" REBAR AND CAP AS NOTED
- FOUND IRON PIPE AS NOTED
- SET 1/2" REBAR AND CAP LS #40094
- ✱ SET TACK/LEAD W/BRASS WASHER LS #40094

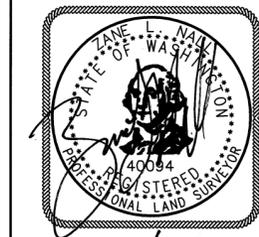
SETBACKS:

- ⊕ STREET 10'
- ⊕ INTERIOR 5'

①②③ PRIVATE EASEMENT PROVISION
SEE NOTE ON SHEET 2

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°20'47"E	4.14'
L2	N89°39'13"W	15.00'
L3	N44°39'12"W	20.00'
L4	N00°20'50"E	15.00'
L5	N89°39'10"W	4.14'
L7	N00°20'47"E	20.22'

CURVE TABLE			
CURVE	DELTA ANGLE	RADIUS	LENGTH
C2	Δ = 90°00'00"	25.00'	39.27'
C3	Δ = 90°00'00"	25.00'	39.27'
C4	Δ = 42°50'00"	25.00'	18.69'
C5	Δ = 44°51'35"	50.00'	39.15'
C6	Δ = 38°27'32"	50.00'	33.56'
C7	Δ = 28°38'52"	50.00'	25.00'
C8	Δ = 34°39'20"	50.00'	30.24'
C9	Δ = 28°38'46"	50.00'	25.00'
C10	Δ = 31°18'14"	50.00'	27.32'
C11	Δ = 59°05'42"	50.00'	51.57'
C12	Δ = 24°11'31"	25.00'	10.56'
C13	Δ = 18°38'30"	25.00'	8.13'
C14	Δ = 19°56'42"	25.00'	8.70'
C15	Δ = 22°53'18"	25.00'	9.99'
C16	Δ = 59°44'12"	50.00'	52.13'
C17	Δ = 29°00'49"	50.00'	25.32'
C18	Δ = 30°15'18"	50.00'	26.40'
C19	Δ = 28°40'22"	50.00'	25.02'
C20	Δ = 27°59'20"	50.00'	24.42'
C21	Δ = 119°06"	25.00'	0.58'
C22	Δ = 41°30'55"	25.00'	18.11'
C23	Δ = 90°00'00"	25.00'	39.27'



DATE: 12/05/2011



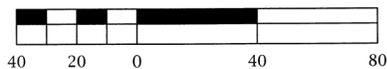
13005 NE 126th PL
KIRKLAND, WA 98034
TEL. 425.823-5700
FAX 425.823-6700

PROJECT NO. 11-067

FINAL PLAT NO. PLN2006-00102



GRAPHIC SCALE



BASIS OF BEARINGS

NORTH 89°39'10" WEST BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF N.E. 8TH STREET

THE RESERVE AT INGLEWOOD

SE 1/4, SE 1/4, SEC. 27, TWN. 25 N., RGE. 6 E., W.M.
KING COUNTY, WASHINGTON

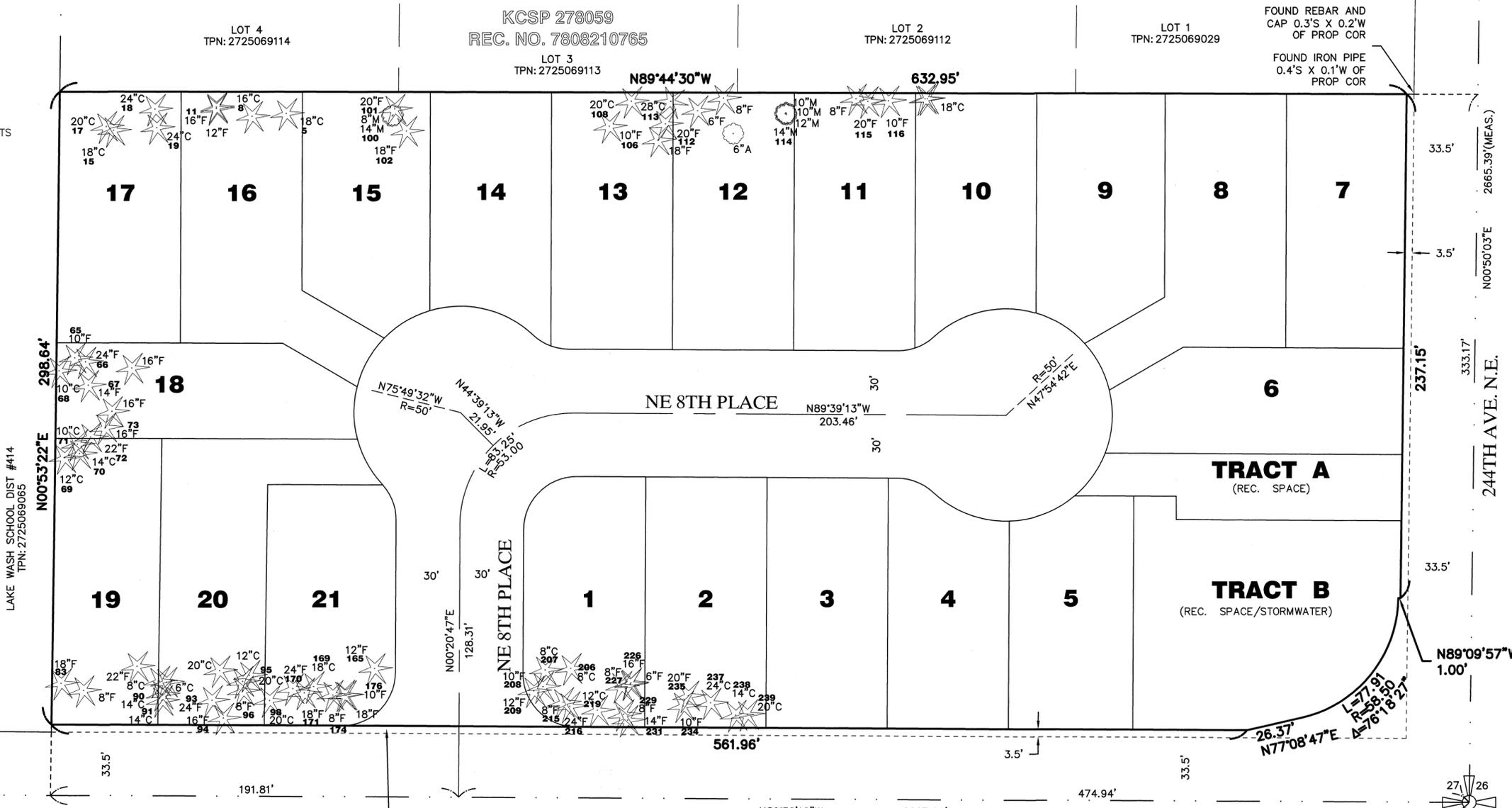
FOUND LEAD & TACK IN
4"x4" CONCRETE
MONUMENT DOWN 0.74'
IN CASE.
KING CO. #1062
(05/02/2007)
(07/27/2011)

FOUND REBAR AND
CAP 0.3'S X 0.2'W
OF PROP COR

FOUND IRON PIPE
0.4'S X 0.1'W OF
PROP COR

FOUND TACK IN
4"x4" CONCRETE
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1.1' IN CASE.
(05/02/2007)
(07/27/2011)
KING CO#1072

2" IP WITH TACK IN CONCRETE
MONUMENT DOWN 1.85' IN CASE
(05/02/2007)
KING CO#1071
(PREVIOUS MONUMENT REPLACED)
FOUND PUNCH IN 2" DOMED DISK
IN CONCRETE MONUMENT DOWN 0.3'
IN CASE (07/27/2011)



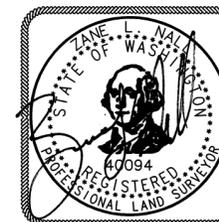
TREE LEGEND

- CONIFEROUS
FIR
CEDAR
- DECIDUOUS
ALDER
MAPLE

TREE RETENTION NOTE

TREES IDENTIFIED ON THIS PLAN HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210 AND ARE SUBJECT TO TREE PROTECTION STANDARDS SET FORTH IN SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240. SEE NOTE 6 SHEET 2 FOR ADDITIONAL REQUIREMENTS.

- (1) A CONIFEROUS TREE WITH A DIAMETER OF EIGHT (8) INCHES OR MORE DBH; OR
- (2) A DECIDUOUS TREE WITH A DIAMETER OF TWELVE (12) INCHES OR MORE DBH.



DATE: 12/05/2011



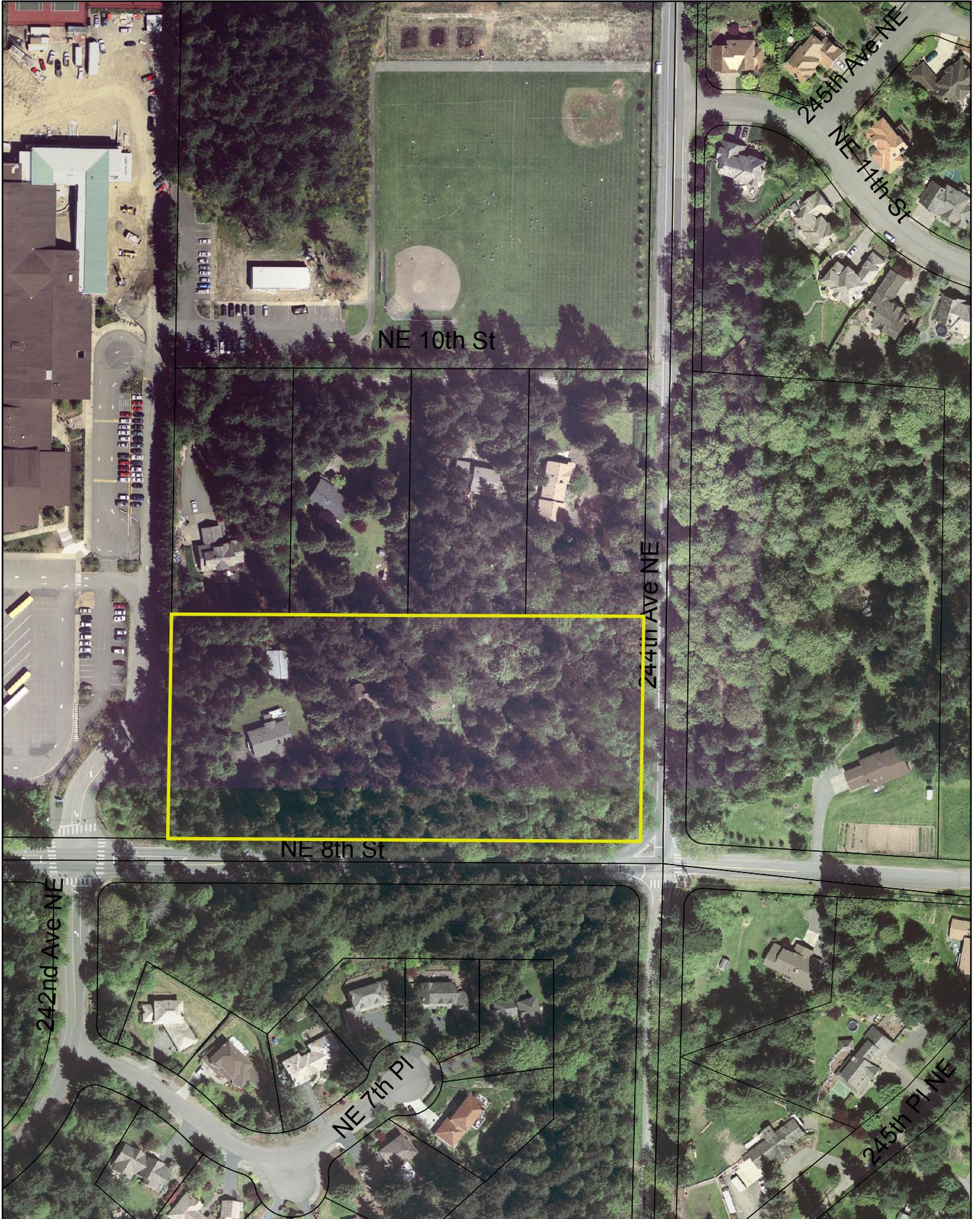
13005 NE 126th PL
KIRKLAND, WA 98034
TEL. 425.823-5700
FAX 425.823-6700

PROJECT NO. 11-067

FINAL PLAT NO. PLN2006-00102

SHEET 4 OF 4

The Reserve at Inglewood PLN2006-00102





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

TO: Ben Yazici, City Manager

December 1, 2011

FM: Kamuron Gurol, Director of Community Development

RE: Docket Requests for 2012 Comprehensive Plan Amendment

Consistent with city code (SMC 24.25.070), the Community Development Department solicited suggestions from the general public and city departments for potential amendments to the Sammamish Comprehensive Plan for 2012. The submittal window for docketed requests ran from September 1 to September 30, 2011 and was advertised on the city web page and in the city newsletter. Staff received a list of proposals from one resident and there is one city-initiated amendment. The following is a summary of proposed amendments with initial staff responses.

Park and Recreation Department (PRO Plan)

The City is initiating a proposed amendment to the Comprehensive Plan, with the adoption of an updated "Parks, Recreation and Open Space (PRO) Plan" to replace the existing PRO Plan located in Appendix C of the Comprehensive Plan. The proposed PRO Plan is consistent with the broader based goals and policies found in the Parks and Recreation Element and provides guidance for future park development and program implementation. The PRO plan has been informed through a variety of citizen outreach processes in the last two years. Any future amendment to the Parks Element will be incorporated into the 2015 Comprehensive Plan update.

Staff Response: The updated PRO Plan should be reviewed and adopted in 2012 as an amendment to the Comprehensive Plan.

Mike Collins

This resident who also serves on the Planning Commission submitted a list of proposals as follows:

- a) Raise the maximum building height to 75 feet in commercial and Town Center zones (e.g., the EX3 Teen Center and in the TC-D area) in order to use the land more efficiently;
- b) Raise the maximum building height to 45 feet in the R-4 zone in order to use the land more efficiently especially with regards to minimizing impervious surfaces and reducing impacts to the environment typically associated with larger building footprints;
- c) Give incentives and implement Low Impact Development (LID), solar, rainwater harvesting, other green technologies in order to reduce impacts to the environment;
- d) Increase the density at the site of the old library and city-owned "Kellman property" to allow mixed use such as a community/recreation center with businesses located above;
- e) Study the potential of merging the water/sewer districts with the City. If the study recommends a merger, direct the city manager to merge the city and water districts.

- f) Mandate the King County 2009 Surface Water Design Manual be updated in 2012.

Staff Responses: The items proposed are primarily development regulation amendments, that in some cases would also require new sub-area plans and Comprehensive Plan amendments. Here are specific comments:

- a) This would require both an amendment to the Town Center regulations and commercial zone regulations. Such work is not currently part of the 2012 work program, and staff recommends that this item be deferred until the appropriate time.
- b) This would require a change to the city's development code. Currently the city allows for increased heights, i.e., one additional foot in height for one additional foot of setback. Typically setbacks are 5 feet (interior) and 10 feet (street). Staff considers this item already available to applicants and that no additional code amendments are needed.
- c) The City implemented LID regulations in 2008. Code amendments for the other green technologies are already included in our current work program in 2012 and 2013.
- d) This would require a change to the Town Center regulations and the initiation of subarea planning for the Sammamish Highlands commercial center. Such work is not currently part of the 2012 work program, and staff recommends that this item be deferred until the appropriate time.
- e) This item is a primarily a policy and financial decision, and not directly related to the annual Comprehensive Plan amendment process.
- f) Earlier this year, the City completed an update to the stormwater code and adopted the new King County SWDM for sites one acre and larger. Future updates to the stormwater code will be required as determined by the city's National Pollutant Discharge Elimination System (NPDES) Phase II permit.

Staff is happy to answer questions and provide further information about the Comprehensive Plan update process. Please note that state statute now requires a larger update to the city Comprehensive Plan update by 2015.