



City Council, Regular Meeting

AGENDA REVISED

6:30 pm – 10:00 pm
Council Chambers

June 5, 2012

Call to Order

Roll Call

Pledge of Allegiance

- Cub Scout Flag Ceremony

Approval of Agenda

Student Liaison Reports

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

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.*

Presentations/Proclamations

- Fire Services Study
- Habitat for Humanity Award
- Emergency Management Plan/CERT

Consent Agenda

- Payroll for the period ending May 15, 2012 for pay date May 18, 2012 in the amount of \$255,638.98
1. Approval: Claims for period ending May 21, 2012 in the amount of \$731,116.14 for Check No. 32011 through No. 32174
 2. Approval: Claims for period ending June 5, 2012 in the amount of \$132,635.34 for Check No. 32175 through No. 32242
 3. Resolution: Appointing Members to the Sammamish Youth Board

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.

4. Interlocal: Sammamish Plateau Water & Sewer District/2012 Overlay Project Utilities Coordination
5. Interlocal: Northeast Sammamish Sewer & Water District/2012 Overlay Project Utilities Coordination
6. Contract: On-Call Geotech/HWA
7. Contract: Special Event Sound/Live Sound Audio
8. Contract: Fireworks Display - Wolverine West
9. Bid Award: Eastlake Ball field Project/Specialized Landscaping
10. Approval: April 16, 2012 Regular Meeting Minutes
11. Approval: May 8, 2012 Study Session Notes
12. Approval: May 14, 2012 Special Meeting Minutes

Unfinished Business

13. Community Garden Location

New Business - none

Council Reports

Council Committee Reports

City Manager Report

- Transportation Comprehensive Plan, Level of Service and Impact Fees
- Neighborhood Drainage Projects
- 228th Avenue Operational Analysis

Executive Session – Property Acquisition pursuant to RCW 42.30.110(1)(c) and Personnel pursuant to RCW 42.30.110(1)(g)

Adjournment

AGENDA CALENDAR

June 2012			
Tues. 6/12	6:30 pm	Study Session	Presentation: SAGE Program/Issaquah School District Surface Water SWM Fees, CIP, and Rates Discussion (tentative) EDSAT Update Community Center Update SE 8 th Street Master Park Plan Update Interlocal: Animal Control
Mon. 6/18	6:30 pm	Regular Meeting	Interlocal: Animal Control (consent) Bid Award: NE 8 th Street/233 rd Avenue Roundabout Resolution - Fire Service Options Public Hearing: Resolution- 6 Year Transportation Improvement Program
July 2012			
Tues. 7/3	6:30 pm	Regular/Study Session	Public Hearing: First Reading Collective Garden Moratorium
Tues. 7/10	6:30 pm	Joint Meeting/Redmond CC	2013-2014 Budget Revenue Forecast (Study Session) 2013-2014 Budget Affirm City Council List of Projects (Study Session) Non- Motorized Transportation (Study Session)
Mon. 7/16	6:30 pm	Regular Meeting	
Sept 2012			
Tues. 9/4	6:30 pm	Regular	
Tues. 9/11	6:30 pm	Study Session	State Legislator Session 2013-2014 Budget - Public Works, Parks and Rec
Mon. 9/17	5:30 pm	Regular Meeting/Joint Study Session Planning Commission	2013-2014 Budget – Finance, Admin Services, Police, Community Development (Study Session) Planning Commission Handoff ECA Regulations (study Session)
Oct. 2012			
Tues. 10/2	6:30 pm	Regular	
Tues. 10/9	6:30 pm	Study Session	2013-2014 Budget - City Manager, City Council, Fire Cable TV Franchise
Mon. 10/15	6:30 pm	Regular Meeting	Ordinance Environmentally Critical Areas First Reading Budget Discussion Additions and Deletions from Council Ordinance SWM Fees First Reading
Nov. 2012			
Tues. 11/6	6:30 pm	Regular	Initiatives & Referendums 2013-2014 Budget Public Hearing 2013-2014 Budget Ordinance First Reading Public Hearing Property Tax Ordinance Property Tax First Reading LOS TIP Ordinance SWM Fees Second Reading Ordinance Critical Area Second Reading
Tues. 11/13	6:30 pm	Study Session	

If you are looking for facility rentals, please click [here](#).

<< May

June 2012

July >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 6:30 p.m. City Council Meeting	6 3 p.m. Sammamish Farmers Market 5:30 p.m. City Council Council Office Hour 6:30 p.m. Parks and Recreation Commission Meeting	7	8 1 p.m. Law Enforcement Open House	9
10	11	12 6:30 p.m. City Council Study Session	13 3 p.m. Sammamish Farmers Market 6 p.m. Sammamish Youth Board Meeting	14 6 p.m. Planning Commission Meeting 6:30 p.m. Community Garden Steering Committee Meeting	15 3 p.m. Teen Fest	16 10 a.m. Sammamish Walks
17	18 5:30 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	19	20 3 p.m. Sammamish Farmers Market	21 4 p.m. Public Safety Committee Meeting	22	23
24	25	26	27 3 p.m. Sammamish Farmers Market	28 6 p.m. Planning Commission Meeting	29 6 p.m. RECEPTION & Art Exhibit - "The Journey"	30

If you are looking for facility rentals, please click [here](#).

<< June

July 2012

August >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 6:30 p.m. City Council Meeting	4 12 a.m. Independence Day City offices closed 5:30 p.m. City Council Council Office Hour 6 p.m. Fourth on the Plateau City offices closed	5	6	7
8	9	10 12 p.m. KidsFirst! Performance Series 6:30 p.m. City Council Study Session	11 3 p.m. Sammamish Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	12 6 p.m. Planning Commission Meeting 6:30 p.m. Concert in the Park	13	14
15	16 5:30 p.m. Finance Committee Meeting 5:30 p.m. Finance Committee Meeting 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Meeting	17 12 p.m. KidsFirst! Performance Series	18 3 p.m. Sammamish Farmers Market	19 4 p.m. Public Safety Committee Meeting 6:30 p.m. Concert in the Park	20	21 10 a.m. Sammamish Walks 7 p.m. Wooden O Shakespeare Play
22	23	24 12 p.m. KidsFirst! Performance Series	25 3 p.m. Sammamish Farmers Market	26 6 p.m. Planning Commission Meeting 6:30 p.m. Concert in the Park	27	28 7 p.m. Wooden O Shakespeare Play
29	30	31 12 p.m. KidsFirst! Performance Series				



City Council Agenda Bill

Meeting Date: June 5, 2012

Date Submitted: May 30, 2012

Originating Department: Admin Services

Clearances:

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Rec |
| <input 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: Fire Services Evaluation

Action Required: Review and discussion of the Fire Services Study prepared by the City's consultant the FCS Group

Review and discussion of the Report prepared by the City Council's Technical Advisory Board

Exhibits: The FCS Group's Fire Services Study and the Technical Advisory Board's Report will be presented at the City Council Meeting

Budget: Budget for Consultant Services – \$50,000

Summary Statement:

This is an opportunity for the City Council to review and discuss the Fire Services Study prepared by the FCS Group and the Report prepared by the Technical Advisory Board.

Background:

The City currently receives fire protection and emergency medical services from Eastside Fire and Rescue (EF&R). EF&R is a partnership created through an Interlocal Agreement between the City of Sammamish, the City of Issaquah, the City of North Bend, Washington Fire Protection District 10, and Washington Fire Protection District 38. The current Interlocal Agreement expires December 31, 2014 and will be renewed automatically for an additional 7 years unless a partner provides notice of withdrawal by January 2014.

In order to evaluate the City's fire protection and emergency medical services, the City solicited proposals from emergency management consultants. After reviewing the proposals the City Council selected the FCS Group. The City Council also appointed a Technical Advisory Board made up of former City Council Members to work with the FCS Group.



City Council Agenda Bill

The FCS Group and the Technical Advisory Board's evaluation included:

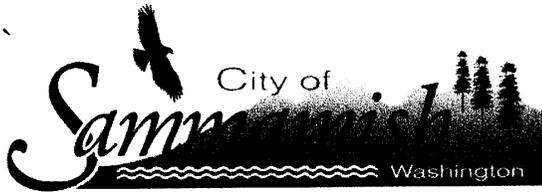
- EF&R's Finances – A review of EF&R's current finances
- Funding Model – A review of EF&R's current funding model and suggestions for alternative funding models
- Operational Issues – A review of fire and emergency medical operations
- Alternative Options for City Fire and Emergency Medical Service – Investigation of options for providing fire and emergency medical services

Financial Impact:

\$50,000 was budgeted for Consultant Services.

Recommended Motion:

Staff recommends that the City Council review and discuss the Fire Services Study prepared by the FCS Group and review the Report prepared by the Technical Advisory Board.



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: May 17, 2012
RE: Claims for May 21, 2012

\$ 187,039.81
 420,427.28
 43,615.38
 7,305.94
 72,727.73

Top 5 Expense Items in Packet

Western Entrance Tech	\$46,967.53	Access Control System
City of Bellevue	\$43,675.01	Human Svcs Pooled Program (\$37,125); MBP Surcharge (\$6550.00)
Jacobs Engineering Group	\$23,022.66	NE 8th/233rd Roundabout
PSE	\$22,240.45	Power Bills - City Wide
Landscapes	\$21,705.19	Landscape Maintenance city wide - Streets & Parks - May 2012

TOTAL: \$ 731,116.14
 Check # 32011 through # 32174

187,039.81 +
 420,427.28 +
 43,615.38 +
 7,305.94 +
 72,727.73 +
 731,116.14 =

Accounts Payable

Check Register Totals Only

User: jboss
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
32011	05/04/2012	ANI	ANI Administrators NW Inc	1,566.73	0
32012	05/04/2012	AWCMED	AWC Employee BenefitsTrust	102,426.24	0
32013	05/04/2012	CHAP13	Chapter 13 Trustee	1,100.00	0
32014	05/04/2012	ICMA401	ICMA 401	33,178.72	0
32015	05/04/2012	ICMA457	ICMA457	7,747.52	0
32016	05/04/2012	ISD	Issaquah School District	23,192.00	0
32017	05/04/2012	LWSD	Lake Washington School Dist	17,725.00	0
32018	05/04/2012	PREPAIDL	LegalShield	103.60	0
Check Total:				187,039.81	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
32019	05/21/2012	ACE	Ace Hardware, LLC	714.26	0
32020	05/21/2012	ALLAROUN	All Around Fence Co	1,070.91	0
32021	05/21/2012	AMEC	AMEC Environment & Infrastructure,	17,165.10	0
32022	05/21/2012	APEXPRES	Richard Miller	1,368.75	0
32023	05/21/2012	APS	Applied Professional Svs, Inc.	160.00	0
32024	05/21/2012	APSINC	APS (Formerly Pac Mail)	254.04	0
32025	05/21/2012	AT&TMOBI	AT&T Mobility	181.47	0
32026	05/21/2012	ATOMIC	Atomic Art Services, Inc	160.00	0
32027	05/21/2012	ATWORK	At Work!	550.00	0
32028	05/21/2012	AUTOADDI	Auto Additions, Inc.	91.54	0
32029	05/21/2012	BACKGROU	Background Source Intl	64.00	0
32030	05/21/2012	BELLCITY	City Of Bellevue	43,675.01	0
32031	05/21/2012	BEST	Best Parking Lot Cleaning, Inc	12,306.57	0
32032	05/21/2012	BLUELNDR	The Blue Line Group, LLC	12,848.00	0
32033	05/21/2012	BRANDT	Corey Brandt	2,349.00	0
32034	05/21/2012	BRAUN	Ted Braun	100.00	0
32035	05/21/2012	BRAUNS	Jeff Brauns	106.53	0
32036	05/21/2012	BRICKMAN	Brickman Group Ltd LLC	4,553.20	0
32037	05/21/2012	CENTRALW	Central Welding Supply	384.23	0
32038	05/21/2012	CENTURY	Century Link	233.72	0
32039	05/21/2012	CERTIFIE	Certified Backflow Testing, Inc	510.00	0
32040	05/21/2012	CNR	CNR Inc	76.65	0
32041	05/21/2012	CODEPUB	Code Publishing Inc	970.43	0
32042	05/21/2012	COLUMBAN	Columbia Bank	64.36	0
32043	05/21/2012	COMCAST2	COMCAST	222.28	0
32044	05/21/2012	COMPOFF	The Complete Office	954.80	0
32045	05/21/2012	COSTCO	Costco Wholesale	894.93	0
32046	05/21/2012	DAILY	Daily Journal of Commerce	936.10	0
32047	05/21/2012	DARIGOLD	Darigold	1,490.00	0
32048	05/21/2012	DAY	Day Wireless	2,080.50	0
32049	05/21/2012	DEERE	John Deere Landscapes	2,625.23	0
32050	05/21/2012	DELL	Dell Marketing L.P.	7,617.46	0
32051	05/21/2012	deSIMAS	Carl deSimas	1,500.00	0
32052	05/21/2012	DUGGINS	Waylen Duggins	193.00	0
32053	05/21/2012	EASTPLUM	Eastside Plumbing Services	152.75	0
32054	05/21/2012	EVERETTS	Everett Steel, Inc	1,045.16	0
32055	05/21/2012	EWINGIRR	Ewing Irrigation	5,167.96	0
32056	05/21/2012	FAITH	Eastside Friends of Seniors	2,750.00	0
32057	05/21/2012	FCS	FCS Group Inc.	12,240.00	0
32058	05/21/2012	FIREPROT	Fire Protection, Inc.	328.50	0
32059	05/21/2012	FRONTIR2	Frontier	327.63	0
32060	05/21/2012	GALT	John E. Galt	1,475.10	0
32061	05/21/2012	GRANGE	Grange Supply, Inc.	71.97	0
32062	05/21/2012	HOGAN	D. A. Hogan & Assoc., Inc	12,825.00	0
32063	05/21/2012	HOMEDE	Home Depot	1,016.27	0
32064	05/21/2012	HONDAKU	Issaquah Honda Kubota	47.61	0
32065	05/21/2012	HOPEEFS	Hopelink/Emergency Feeding Service:	275.00	0
32066	05/21/2012	HOWARD	Lyman Howard	179.63	0
32067	05/21/2012	Husky	Husky International Trucks	219.05	0
32068	05/21/2012	ICMA	ICMA	1,223.60	0

Check	Date	Vendor No	Vendor Name	Amount	
32069	05/21/2012	INTEGRA	Integra Telecom	2,222.98	0
32070	05/21/2012	ISSAQ1	Issaquah Press, Inc.	1,080.00	0
32071	05/21/2012	ISSCEDAR	Issaquah Cedar & Lumber	1,683.59	0
32072	05/21/2012	ISSCITY	City Of Issaquah	8,080.44	0
32073	05/21/2012	ISSIGNS	Issaquah Signs	906.67	0
32074	05/21/2012	KCRADIO	King Cty Radio Comm Svcs	387.49	0
32075	05/21/2012	KENYON2	Kenyon Disend PLLC	15,598.02	0
32076	05/21/2012	KINGFI	King County Finance A/R	971.00	0
32077	05/21/2012	KINGPET	King County Pet Licenses	215.00	0
32078	05/21/2012	KINGREC	King County Records & Election	1,000.00	0
32079	05/21/2012	LAKESIDE	Lakeside Industries	739.13	0
32080	05/21/2012	LESSCHWA	Les Schwab Tire Center	758.60	0
32081	05/21/2012	LEXIS	Lexis Nexis Risk Data Mgmt	113.99	0
32082	05/21/2012	LEYTON	Kimberly Leyton	1,276.09	0
32083	05/21/2012	LOZIER	Lozier Group	1,345.70	0
32084	05/21/2012	MINUTE	Mike Immel	125.43	0
32085	05/21/2012	MORUP	Morup Signs Inc	766.50	0
32086	05/21/2012	NAPA	Genunine Parts Company/Issaquah	454.95	0
32087	05/21/2012	NAPA/RED	Woodinville Auto Parts	349.83	0
32088	05/21/2012	NESAM	NE Sammamish Sewer & Water	247.02	0
32089	05/21/2012	NEXTEL	Nextel Communications	861.85	0
32090	05/21/2012	NWCASC	Northwest Cascade, Inc.	2,160.66	0
32091	05/21/2012	NWNUISAN	John R. Consolini	325.00	0
32092	05/21/2012	NWPLAY	Northwest Playground Equipment	228.59	0
32093	05/21/2012	OBRIENBA	O'Brien Barton Joe & Hopkins PLLP	150.00	0
32094	05/21/2012	OER	Olympic Environmental Resource	19,511.99	0
32095	05/21/2012	OILCAN	Oil Can Henry's	307.71	0
32097	05/21/2012	OVERLAKE	Overlake Heating & A/C	85.50	0
32098	05/21/2012	PACPLANT	Pacific Plants	11,475.61	0
32099	05/21/2012	PACPOWER	Pacific Power Products	1,638.39	0
32100	05/21/2012	PACSOIL	Pacific Topsoils, Inc	1,004.70	0
32101	05/21/2012	PAETEC	PAETEC Integrated Solutions Group,	2,253.75	0
32102	05/21/2012	PAPADEM	Kat Papadem	201.00	0
32103	05/21/2012	PARTWORK	The Part Works, Inc	875.45	0
32104	05/21/2012	PHILIPS	Philips Healthcare	14,098.50	0
32105	05/21/2012	PIEDMONT	Piedmont Directional Signs	350.00	0
32106	05/21/2012	PLANTSCA	Plantscapes, Inc	21,705.19	0
32107	05/21/2012	PLAYCREA	Play Creation, Inc.	3,567.64	0
32108	05/21/2012	PLAYPOWE	Playpower LT Farmington Inc	4,570.60	0
32109	05/21/2012	POA	Pacific Office Automation	181.59	0
32110	05/21/2012	PROTH	Prothman Company	2,856.19	0
32111	05/21/2012	PSE	Puget Sound Energy	22,240.45	0
32112	05/21/2012	PSSBL		213.25	0
32113	05/21/2012	QBS	Quality Business Systems	21.11	0
32114	05/21/2012	RAINIER	Rainier Wood Recyclers Inc	405.00	0
32115	05/21/2012	RED-E	Red-E Topsoil	989.20	0
32116	05/21/2012	REDMOND	City Of Redmond	16.95	0
32117	05/21/2012	ROADCONS	Road Construction NW Inc	1,345.07	0
32118	05/21/2012	ROTH	Roth Hill LLC	73.81	0
32119	05/21/2012	SAM	Sammamish Plateau Water Sewer	649.95	0
32120	05/21/2012	SAMCHAMB	Sammamish Chamber of Commerce	25.00	0
32121	05/21/2012	SAUER	Mike Sauerwein	146.52	0
32122	05/21/2012	SEATIM	Seattle Times	385.56	0
32123	05/21/2012	SEQUOYAH	Sequoyah Electric, LLC	4,876.01	0
32124	05/21/2012	SNIDER	Cheri Snider	250.00	0
32125	05/21/2012	SNOHOMIS	Snohomish County Sheriff's Office Cc	55.68	0
32126	05/21/2012	SONITROL	Sound Security, Inc.	840.48	0
32127	05/21/2012	SOUNDPUB	Sound Publishing, Inc	100.00	0
32128	05/21/2012	SPATIAL	Spatial Development Int LLC	8,650.00	0

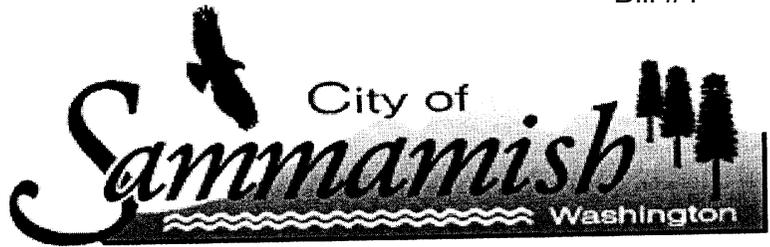
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96* - OVERLAKE CHECK PRINTED TWICE DUE TO PRINTER JAM

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
32148	05/18/2012	ANI	ANI Administrators NW Inc	1,566.73	0
32149	05/18/2012	CHAP13	Chapter 13 Trustee	1,100.00	0
32150	05/18/2012	ICMA401	ICMA 401	33,219.98	0
32151	05/18/2012	ICMA457	ICMA457	7,728.67	0
Check Total:				43,615.38	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
32152	05/21/2012	ANI	ANI Administrators NW Inc	348.00	0
32153	05/21/2012	CENTURY	Century Link	525.37	0
32154	05/21/2012	EXCAL	Excal Visual LLP	608.75	0
32155	05/21/2012	FRANK	Murray Franklyn	2,428.40	0
32156	05/21/2012	IMPACT	Nathan Boessler	600.00	0
32157	05/21/2012	QBS	Quality Business Systems	361.05	0
32158	05/21/2012	RH2	RH2 Engineering Inc	645.06	0
32159	05/21/2012	ROTARSAM	Rotary Club of Sammamish	65.00	0
32160	05/21/2012	ROTH	Roth Hill LLC	592.79	0
32161	05/21/2012	WINDWARD	Windward Environmental LLC	1,056.52	0
32162	05/21/2012	WMCA	Wa Municipal Clerks Assoc	75.00	0
Check Total:				7,305.94	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
32163	05/21/2012	ALDWORTH	Kurt Aldworth	33.20	0
32164	05/21/2012	BLUELNGR	The Blue Line Group, LLC	15,167.35	0
32165	05/21/2012	DAVISMOM	Mona Davis	25.00	0
32166	05/21/2012	DEERE	John Deere Landscapes	87.59	0
32167	05/21/2012	JACKS	Shull Gary	8,151.51	0
32168	05/21/2012	JACOBSEN	Jacobs Engineering Group, Inc	23,022.66	0
32169	05/21/2012	KLINE	DD Kline	500.00	0
32170	05/21/2012	RED-E	Red-E Topsoil	989.20	0
32171	05/21/2012	TRAFFIC	Trafficount Consultants, Inc	14,000.00	0
32172	05/21/2012	ULTRABLO	Ultrablock, Inc	958.13	0
32173	05/21/2012	WHPACIFI	WH Pacific, Inc.	3,392.58	0
32174	05/21/2012	WINDWARD	Windward Environmental LLC	6,400.51	0
Check Total:				72,727.73	



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: May 31, 2012
RE: Claims for June 5, 2012

\$ 9,957.39
 122,677.95

Top 5 Expense Items in Packet

Jack's Repair	\$27,824.94	Fleet Service Jan – April 2012
David Evans & Assoc	\$25,422.35	228 th Corridor Study April 2012
Advantage Building Svc	9,057.91	Janitorial – Parks & Facilities April 2012
U.S. Bank Visa Card	\$9,957.39	City Visa Purchases April 2012
Apex Pressure Wash	\$3,668.25	Pressure Washing City Parks

TOTAL: \$ 132,635.34
 Check # 32175 through # 32242

9,957.39 +
 122,677.95 +
 132,635.34 *

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
32175	05/25/2012	US BANK	U. S. Bank Corp Payment System	9,957.39	0
				9,957.39	
Check Total:				9,957.39	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
32176	06/05/2012	ADVANTAG	Advantage Building Services	9,057.91	0
32177	06/05/2012	ALLAROUN	All Around Fence Co	5,903.15	0
32178	06/05/2012	ALLIEDWA	Allied Waste Services #172	127.65	0
32179	06/05/2012	ANDERMEL	Melonie Anderson	406.64	0
32180	06/05/2012	APEXPRES	Richard Miller	3,668.25	0
32181	06/05/2012	APSINC	APS (Formerly Pac Mail)	240.90	0
32182	06/05/2012	BMC	BMC Select	37.28	0
32183	06/05/2012	BRANDT	Corey Brandt	2,388.70	0
32184	06/05/2012	BRANDT2	Craig Brandt	60.00	0
32185	06/05/2012	BUILDERS	Builders Exchange of WA	54.00	0
32186	06/05/2012	CADMAN	Cadman, Inc.	64.04	0
32187	06/05/2012	CENTRALW	Central Welding Supply	57.88	0
32188	06/05/2012	CENTURY	Century Link	42.50	0
32189	06/05/2012	CERTIFIE	Certified Backflow Testing, Inc	113.08	0
32190	06/05/2012	CHINOOK	Chinook Lumber	2,268.10	0
32191	06/05/2012	COLUMBAN	Columbia Bank	21.47	0
32192	06/05/2012	COMCAST2	COMCAST	106.95	0
32193	06/05/2012	COMPOFF	The Complete Office	419.52	0
32194	06/05/2012	DAY	Day Wireless	168.64	0
32195	06/05/2012	DEERE	John Deere Landscapes	591.72	0
32196	06/05/2012	DELL	Dell Marketing L.P.	1,327.31	0
32197	06/05/2012	EVANS	David Evans & Associates, Inc	25,422.35	0
32198	06/05/2012	EVERFORD	Evergreen Ford	200.11	0
32199	06/05/2012	GRAINGER	Grainger	1,141.07	0
32200	06/05/2012	GUROL	Kamuron Guro	15.00	0
32201	06/05/2012	HDFOWL	H. D. Fowler Company	320.00	0
32202	06/05/2012	HOMEDE	Home Depot	536.30	0
32203	06/05/2012	ICSC	Int Council of Shopping Ctrs	100.00	0
32204	06/05/2012	IMPACT	Nathan Boessler	500.00	0
32205	06/05/2012	IPS	Integrated Print Solutions, Inc	3,285.00	0
32206	06/05/2012	ISSAQ1	Issaquah Press, Inc.	285.00	0
32207	06/05/2012	ISSIGNS	Issaquah Signs	191.63	0
32208	06/05/2012	JACKS	Shull Gary	27,824.94	0
32209	06/05/2012	JENSENNA	Nathan Jensen	100.00	0
32210	06/05/2012	KCRADIO	King Cty Radio Comm Svcs	387.49	0
32211	06/05/2012	KINGDD	King County DDES	624.75	0
32212	06/05/2012	KINGFI	King County Finance A/R	2,712.85	0
32213	06/05/2012	KLINGEBI	Daniel Klingebiel	64.00	0
32214	06/05/2012	LAUZON	Michael Lauzon	1,276.00	0
32215	06/05/2012	MACDONAL	MacDonald-Miller Facility Solutions	3,343.23	0
32216	06/05/2012	MAILPO	Mail Post	694.69	0
32217	06/05/2012	MAUNE	Buell Maune	100.00	0
32218	06/05/2012	MINUTE	Mike Immel	25.73	0
32219	06/05/2012	NWCASC	Northwest Cascade, Inc.	1,453.49	0
32220	06/05/2012	NWNUISAN	John R. Consolini	1,100.00	0
32221	06/05/2012	OTIS	Otis Elevator	549.42	0
32222	06/05/2012	PLATT	Platt Electric	126.26	0
32223	06/05/2012	POPE	Alan L. Pope & Assoc Inc	3,400.00	0
32224	06/05/2012	PSE	Puget Sound Energy	734.31	0
32225	06/05/2012	PSSBL	PSSBL	213.25	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
32226	06/05/2012	QBS	Quality Business Systems	20.08	0
32227	06/05/2012	RED-E	Red-E Topsoil	2,277.76	0
32228	06/05/2012	REDSIGNS	Redmond Signs	274.28	0
32229	06/05/2012	ROADCONS	Road Construction NW Inc	448.68	0
32230	06/05/2012	SAM	Sammamish Plateau Water Sewer	1,822.27	0
32231	06/05/2012	SB&MAC	Stewart Beall & MacNichols	2,845.00	0
32232	06/05/2012	SEATIM	Seattle Times	1,078.40	0
32233	06/05/2012	SEQUOYAH	Sequoyah Electric, LLC	407.60	0
32234	06/05/2012	SOUNDPUB	Sound Publishing, Inc	200.00	0
32235	06/05/2012	UNITRENT	United Rentals NW, Inc	2,248.60	0
32236	06/05/2012	USPOST	U.S. Postal Service	190.00	0
32237	06/05/2012	VALLEYAT	Valley Athletics	2,151.29	0
32238	06/05/2012	WESTOWER	WesTower Communications	1,310.40	0
32239	06/05/2012	WINFREY	David Winfrey	100.00	0
32240	06/05/2012	ZEE	Zee Medical Service	142.33	0
32241	06/05/2012	ZUMAR	Zumar Industries, Inc.	3,224.70	0
32242	06/05/2012	ZYOEK	Larry Zydek	84.00	0
				<hr/> <hr/>	
Check Total:				122,677.95	
				<hr/> <hr/>	



City Council Agenda Bill

Meeting Date: June 5, 2012

Date Submitted: May 25, 2012

Originating Department: Parks and Recreation

Clearances:

<input 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 type="checkbox"/> Public Works

Subject: Resolution to appoint members to the 2012-13 Sammamish Youth Board

Action Required: Approve resolution appointing the 2012-13 Youth Board members

Exhibits: 1. Resolution

Budget: Falls under Recreation division

Summary Statement:

The City of Sammamish is committed to providing a voice for local youth and teens. As a goal of the City Council, the Sammamish Youth Board (SYB) has been developed to be that voice and give youth a chance to assist in the development of programs and services focused on their age group.

Eighty eight area youth applied for positions on the 2012-13 Youth Board. All applications were reviewed and evaluated by the seven-member leadership committee of the current Youth Board and a member of the staff. These applications are available for review.

The recommendation from the review team is to accept all the current members who reapplied (a total of 46 applicants) and after careful review, accept 17 of the 42 new applications. The 2012-13 recommended board is a total of 63 members, providing a broad representation of Sammamish youth from both school districts within the city.

Background:

Council has appointed the new SYB members each June for the upcoming school year.

Financial Impact:

The operational budget for the SYB is comprised of funds from the Recreation division, Youth Board fund-raising efforts and program fees.

Recommended Motion:

Approve the resolution and appoint the recommended Sammamish youth and teens to the 2012-2013 Sammamish Youth Board.



City Council Agenda Bill

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO.R2012-**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY
OF SAMMAMISH, WASHINGTON APPOINTING
MEMBERS TO THE SAMMAMISH YOUTH BOARD**

Whereas, The City of Sammamish, Washington recognizes that positive interaction with youth is important to the quality of life of a community, and is an important investment in the future of the city; and,

Whereas, the views of youth are important to the City of Sammamish and its citizens; and,

Whereas, in order to fully utilize the valuable resources available in the youth of the City and in order to best equip the City to be able to address problems, concerns and needs of the youth of the City, it is appropriate to establish a Youth Board for the City; and,

Whereas, the Sammamish Youth Board should consist of youth and teen residents of the City of Sammamish and should represent a broad interest of the youth of our city; and,

Whereas, the City Council adopted Resolution 2001-74 forming a Sammamish Youth Board; and,

Whereas, Youth Board members and staff received and reviewed over eighty eight applications from motivated and highly interested youth; and,

Whereas, the Youth Board Task Force recommended that the City Council appoint the following 63 students to the 2012-2013 Sammamish Youth Board:

Kate Holzhauer	Inglewood JH	9
Angela Zou	Inglewood JH	9
Michael Jors	Inglewood JH	8
Akanksha Bawa	Inglewood JH	9
Aneesha Nanda	Inglewood JH	9
Zach Gaffney	Inglewood JH	9
Lisa Yoshida	Inglewood JH	9
Meena Meyyappan	Inglewood JH	9
Noah cooper	Inglewood JH	8
Nadia Luqman	Inglewood JH	8
Arjun Kumar	Beaver Lake Middle	8
Erika Kumar	Beaver Lake Middle	7

Exhibit 1

Kartik Mahajan	Pine Lake Middle	7
Vidhi Singh	Pine Lake Middle	8
Tinuola Dada	Eastside Catholic	9
Rejul Bejoy	Interlake High	11
Nikhila Iyer	Intern Comm School	9
Aditi Renganathan	Intern Comm School	11
Mia Richards	Intern Comm School	9
Allison Crowe	Eastlake HS	10
Shabina Rayan	Eastlake HS	10
Cody Sheffels	Eastlake HS	10
Kim Rane	Eastlake HS	10
William Cooper	Eastlake HS	10
Guneev Lamba	Eastlake HS	10
Andrew Lam	Eastlake HS	10
Ajay Palekar	Eastlake HS	11
Marisa Katagiri	Eastlake HS	11
Fortune Rodriguez	Eastlake HS	11
Connor Blanchard	Eastlake HS	11
Felipe Concha	Eastlake HS	11
Tyler Gaffney	Eastlake HS	11
Cecilia Martin	Eastlake HS	11
Wendie Yeung	Eastlake HS	11
Jessica Johnson	Eastlake HS	11
Josh Rodney	Eastlake HS	11
Ryan Teasell	Eastlake HS	11
Kazue Yoshida	Eastlake HS	11
Chantze Wozow	Eastlake HS	11
ShenBo Levy	Eastlake HS	11
Teddy Hung	Eastlake HS	10
Joey Sengor	Eastlake HS	10
Yasmin Luqman	Eastlake HS	11
Michael Rodney	Eastlake HS	11
Justin Harjanto	Eastlake HS	11
Rahul Gupta	Skyline HS	11
Ashmi Chakraborty	Skyline HS	9
Nihar Mahajan	Skyline HS	9
Sanchita Galgalikar	Skyline HS	9
Swapna Vasudevan	Skyline HS	9
Adithti Addepalli	Skyline HS	10
Shaina Ma	Skyline HS	10

Exhibit 1

Prabha Dublish	Skyline HS	10
Nikhil Kaza	Skyline HS	10
Sanjana Galgalikar	Skyline HS	9
Zhanna Voloshina	Skyline HS	10
Abhishek Joshi	Skyline HS	10
Sampurna Basu	Skyline HS	10
Gordon Hu	Skyline HS	9
Sophia Hu	Skyline HS	9
Alexa Christianson	Skyline HS	9
Gokul Kumarresen	Skyline HS	10
Michelle Chen	Skyline HS	10

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

Section 1. Formation of a Sammamish Youth Board: The City Council hereby appoints the above members to the Sammamish Youth Board.

Section 2. Term: Under Resolution R2001-74 all members serve one-year terms beginning September 1. Members will be encouraged to reapply for multiple service terms.

Section 3. Severability: Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE _____ DAY OF _____ 2012.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Exhibit 1

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: May 31, 2012

Passed by the City Council:

Resolution No.:



City Council Agenda Bill

Meeting Date: June 5, 2012

Date Submitted: May 30, 2012

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input 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: 2012 Pavement Program Interlocal Agreement between Sammamish Plateau Water and Sewer District and the City of Sammamish

Action Required: Authorize the City Manager to execute the attached Interlocal Agreement

Exhibits: 1. Interlocal Agreement between the City of Sammamish and Sammamish Plateau Water and Sewer District.

Budget: There is no impact to the budget

Summary Statement:

Sammamish Plateau Water and Sewer District has utility structures located within the limits of street overlays requiring adjustment to the finished road surface elevation. City and SPWSD agree that it benefits the public to complete this work through the current contract between the City and Watson Asphalt Paving Co., Inc., the contractor performing the pavement overlay project for the City. The Public Works Department is recommending that the City Council authorize the City Manager to accept this Interlocal Agreement and move towards completing the work.

Background:

SPWSD operates and maintains the water mains and sanitary sewers in a portion of streets being overlaid with new pavement as part of the of the 2012 Pavement Preservation Program. Sanitary sewer manhole and water valve castings need to be adjusted to the new pavement surface elevation. A pay item for this type of work was included in the City's contract specifications for the overlays and was publicly bid. This Interlocal Agreement allows the City to pay for the work to adjust the utility structures and submit the costs of the work to SPWSD for reimbursement. By combining the work under one contract impacts to the traveling public are minimized and overall cost savings realized by Sammamish rate payers.

Financial Impact:

The estimated cost to raise utility structures using Watson Asphalt Paving Co. bid items is \$79,678. SPWSD will be invoiced for this work and the City will be reimbursed. There is no net cost to the budget.

Recommended Motion:

Move to authorize the City Manager to execute the attached Interlocal Agreement with Sammamish Plateau Water and Sewer District.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAMMAMISH AND
THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR THE
ADJUSTMENT OF MANHOLE AND VALVE BOX CASTINGS ASSOCIATED WITH
THE CITY OF SAMMAMISH 2012 PAVEMENT PROGRAM - OVERLAYS**

This Agreement ("Agreement") is made and entered into by and between the City of Sammamish, a municipal corporation (the "City") and the Sammamish Plateau Water and Sewer District, a municipal corporation (the "District") (individually a "Party" and collectively the "Parties"), for the purposes set forth below.

WHEREAS, the City has prepared Plans and Specifications for the City's 2012 Pavement Program – Overlays ("Project"), publicly bid the Project, and awarded the Project to Lakeside Industries ("Contractor"); and

WHEREAS, the Project included unit bid items to adjust manhole and valve box castings to grade, and to provide traffic control. The Bid Results are attached as Exhibit "A"; and

WHEREAS, the District provides water and sewer services in the general area of the Project in accord with applicable Washington State and City laws and regulations; and

WHEREAS, the District has manhole castings, valve box castings and meter boxes within the limits of the Project that need to be adjusted to final grade following the City's pavement work; and

WHEREAS, the District and the City have an existing Interlocal Agreement for the NE 15th St and 210th Ave NE Water and Sewer Main Project and North Inglewood Overlay Program, that addresses overlaying the existing roadways, and raising of utility castings to grade, within the area of NE 15th St. and 210th Ave NE; and

WHEREAS, the District has already reimbursed the City in accordance with the existing Interlocal Agreement for the NE 15th St and 210th Ave NE Water and Sewer Main Project and North Inglewood Overlay Program; and

WHEREAS, the City and the District can achieve cost savings and benefits in the public's interest by adjusting the District's manhole and valve box castings during construction of the Project, hereinafter referred to as the "District Work". The Scope of Work and Cost Estimate for the District Work are attached as Exhibit "B"; and

WHEREAS, the City and the District have the authority to undertake joint and cooperative action pursuant to Chapter 39.34 RCW; and

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

I. BIDDING

- A. The City shall incorporate a complete and final set of the District's Plans and Specifications for the District Work into the Contract Bid Documents for the Project as a deductive alternate in such manner as to allow, to the extent possible, identification of cost allocations between the parties.
- B. The City shall furnish the District with the bid prices for the District Work for the District's approval. Within two weeks of receiving the bid prices, the District shall notify the City in writing that the District either approves or rejects their portion of the contract. The City shall not proceed with the District Work until the City has received approval from the District. If bids are received which, in the estimation of the District, are not acceptable for the District's portion, all or a portion of the District Work shall be deleted from the contract. Bid awards shall be made to the lowest responsible bidder for the total project, subject to applicable laws and regulations.
- C. If the District rejects the City's lowest responsible bid, the District may select its own contractor to do the District Work. In that event;
 - 1. The District shall require its contractor to coordinate all utility work located within the project site with the City's contractor, without unreasonably interfering with or delaying the City's contractor. The District shall notify its contractor of such requirement, and shall provide written notice to the City and the City's contractor ten days prior to beginning the District Work.
 - 2. If the District's contractor unreasonably delays or impacts the City's contractor, the District agrees to defend, indemnify, and hold City harmless from and against any such unreasonable delay or impact if a claim is presented by the City's contractor, provided the City shall give the District prompt notice of any potential claim as soon as the City has received knowledge thereof.
 - 3. As part of any asphalt pavement overlay work, the City shall have its contractor provide surface divots or pavement markers on any casting encountered during the City's overlay work.

II. CONTRACT ADMINISTRATION

- A. City Responsibilities
 - 1. The City shall provide the, administrative, and clerical services necessary for the execution of the District Work.
 - 2. The City shall include in the Contract Plans engineering specifications and details provided by the District.
 - 3. The City will notify the District of any changes required by the City, which substantially change the nature of the Utility Work and shall obtain the District's approval of such changes, with such approval not being

unreasonably withheld by the District. Written notification by the City shall be given to the District prior to the commencement of the work.

4. Upon written notice from the District of any changes to the District Work needed during construction, the City shall make such changes, if feasible, to the City's Contract with the Contractor as part of the Contract's standard change order process.
5. The City shall provide the District with the Contractor's proposed schedule for the District Work and written notice when the Contractor begins the District Work.
6. Upon notice from the District that the District Work is complete and approved for final acceptance, and the District has accepted the accounting of the quantities of work completed, the City shall invoice the District for the District Work.
7. The City will not grant the Contractor Final Acceptance until the District has provided the City with written notice that the District's Work is complete and approved for final acceptance.

B. District Responsibilities

1. The District shall provide engineering specifications and details, and an estimate of utility adjustments to be included in the Project Contract Plans and Specifications.
2. The District shall provide inspection to verify proper compliance with requirements in the Project Contract Plans and Specifications while the Contractor is doing the District Work and shall provide the City with a written summary of pay item quantities to be included in the City's monthly progress payments to the Contractor.
3. The District shall promptly provide the City with written documentation describing any change(s) in the District Work required during construction.
4. The District shall provide the Contractor with a new casting to replace any casting that was damaged prior to the Project.
5. Upon notice from the Contractor that the District Work is complete, the District shall, within five working days, complete a final inspection of the completed work, and provide to the City a list of the accepted work and/or provide an itemized and detailed response as to why any portion of the District Work cannot be given acceptance.
6. The District shall assist in the approximate location of all castings to be adjusted. However the Contractor shall be responsible for determining the exact location of the casting with a metal detector.

III. PAYMENT

Exhibit 1

- A. The District shall reimburse the City at the unit bid prices for each SPWSD manhole casting, SPWSD valve box casting and SPWSD meter box adjusted and for providing traffic control associated with the District Work, as bid by the Contractor for the Project as listed in the Bid Results included as Exhibit "A". The following pay items pertain to the District Work:
1. Flaggers and Spotters
 2. Adjust SPWSD Manhole
 3. Adjust SPWSD Valve Box
 4. Adjust SPWSD Meter Box
- B. The District shall reimburse the City at the unit bid prices bid for any other work approved by the District and completed by the Contractor for the District Work in accordance with the Project Specifications, or in conformance with a District approved and City executed change order.
- C. The City shall pay for the manhole and valve box adjustments along 211th Place NE from NE 16th Street southward to the end of the cul-de-sac, which is located within Site 11, of the Project's Paving Plans in accordance with the 2011 Interlocal Agreement for the NE 15th St and 210th Ave NE Water and Sewer Main Project and North Inglewood Overlay Program.
- D. The City shall pay for 7 manhole adjustments and 14 valve box adjustments along 209th Avenue NE from NE 15th Street northward to the end of the cul-de-sac and on NE 15th Street from 208th Avenue NE to the east end of the existing asphalt pavement, all of which is located within Site 11, of the Project's Paving Plans in accordance with the 2011 Interlocal Agreement for the NE 15th St and 210th Ave NE Water and Sewer Main Project and North Inglewood Overlay Program.
- E. In the event the Contractor uncovers any materials while doing work solely related to completion of the District Work agreed upon requiring special handling and/or disposal under any local, state or federal laws or regulations (including, but not limited to, hazardous waste, dangerous waste, toxic waste or contaminated soil) the District will be responsible for all costs incurred in handling and/or disposing of such materials.
- F. All payments shall be due within forty-five (45) days from the date the City invoices the District for the District Work performed on the Project, and when due shall accrue simple interest at the rate of one percent per month.

IV. INDEMNIFICATION AND HOLD HARMLESS

- A. Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents.
- B. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as respects the other Party, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- C. In the event either Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.
- D. The provisions of this section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

V. INDEMNIFICATION OF UTILITY AND INSURANCE

- A. The City shall require the contractor building the Project to have the District named as an additional insured on all policies of insurance to be maintained by contractor(s) under the terms of any Project contract(s), with the City's contractor building the Project required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation and provide satisfactory proof thereof prior to commencing construction.
- B. The City shall require the contractor building the Project to indemnify, defend, and save harmless the District and its officers, agents, or employees from any claim, real or imaginary, filed against the District or its officers, agents, or employees alleging damage or injury arising out of the contractor's participation in the Project.
- C. The City shall contractually require the contractor building the Project to be solely and completely responsible for safety of all persons and property during performance of the work. The contractor shall be contractually required to comply with all applicable City and State regulations, ordinances, orders, and codes regarding safety.

VI. OTHER PROVISIONS

- A. The City agrees to cause the District Work to be constructed in a good and workmanlike manner in accordance with the terms of this agreement and the Contract Bid Documents.
- B. This Agreement contains the entire agreement of the Parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both Parties.
- C. Nothing contained herein is intended to, nor shall be construed to create any rights in any third party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representative, to any third party.
- D. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of both Parties.
- E. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.
- F. This Agreement is authorized under RCW 39.34.080. Nothing herein shall be construed to create a partnership or joint venture between the Parties.
- G. The individuals signing this Agreement on behalf of the respective Party represent and warrant they have the power and authority to do so.
- H. The recitals set forth above are incorporated herein by this reference.

Exhibit 1

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last written below ("Effective Date").

CITY OF SAMMAMISH

SAMMAMISH PLATEAU
WATER AND SEWER DISTRICT

Signature

Signature

Ben Yazici, City Manager

John C. Krauss, General Manager

Date

Date

EXHIBIT A
BID RESULTS FOR THE
CITY OF SAMMAMISH 2012 PAVEMENT PROGRAM - OVERLAY

City of Sammamish
 2012 Pavement Program - Overlays
 Bid Opening: Thursday, May 10, 2012



Base Bid

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Amount	Lakeside Industries Unit Price	Lakeside Industries Amount	Watson Asphalt Unit Price	Watson Asphalt Amount
1	MOBILIZATION (0001)	1.00	L.S.	\$ 105,000.00	\$ 105,000.00	\$ 107,500.00	\$ 107,500.00	\$ 62,800.00	\$ 62,800.00
2	SHOULDER PREPERATION ()	9.52	MILE	\$ 4,000.00	\$ 38,080.00	\$ 4,200.00	\$ 39,984.00	\$ 1,000.00	\$ 9,520.00
3	REMOVE AND REPLACE CEMENT CONC. SIDEWALK ()	111.00	L.F.	\$ 45.00	\$ 4,995.00	\$ 42.00	\$ 4,662.00	\$ 58.20	\$ 6,460.20
4	REMOVING CEMENT CONC. CURB (0110)	759.00	L.F.	\$ 3.00	\$ 2,277.00	\$ 18.00	\$ 13,662.00	\$ 2.00	\$ 1,518.00
5	REMOVE AND REPLACE CEMENT CONC. CURB AND GUTTER ()	621.00	L.F.	\$ 45.00	\$ 27,945.00	\$ 30.00	\$ 18,630.00	\$ 36.00	\$ 22,356.00
6	EXTRUDED CURB (6727)	982.00	L.F.	\$ 5.00	\$ 4,910.00	\$ 6.00	\$ 5,892.00	\$ 6.00	\$ 5,892.00
7	TYPE C PRECAST TRAFFIC CURB (6732)	905.00	L.F.	\$ 15.00	\$ 13,575.00	\$ 15.00	\$ 13,575.00	\$ 15.00	\$ 13,575.00
8	REMOVING MISCELLANEOUS TRAFFIC ITEM ()	1.00	L.S.	\$ 3,900.00	\$ 3,900.00	\$ 4,200.00	\$ 4,200.00	\$ 500.00	\$ 500.00
9	HMA SHOULDER BASE COURSE EXCAVATION INCL. HAUL ()	280.00	S.Y.	\$ 8.15	\$ 2,282.00	\$ 12.00	\$ 3,360.00	\$ 10.85	\$ 3,038.00
10	PAVEMENT REPAIR EXCAVATION INCL. HAUL (0332)	9,760.00	S.Y.	\$ 10.00	\$ 97,600.00	\$ 4.55	\$ 44,408.00	\$ 6.40	\$ 62,464.00
11	HMA BASE COURSE EXCAVATION, INCL. HAUL ()	6,812.00	S.Y.	\$ 5.00	\$ 34,060.00	\$ 6.20	\$ 42,234.40	\$ 4.30	\$ 29,291.60
12	SHOULDER FINISHING ()	9.52	MILE	\$ 4,500.00	\$ 42,840.00	\$ 4,575.00	\$ 43,554.00	\$ 2,500.00	\$ 23,800.00
13	ANTI-STRIPPING ADDITIVE (5334)	-	EST.	\$ 26,000.00	\$ 26,000.00	\$ -	\$ 26,000.00	\$ -	\$ 26,000.00
14	PLANING BITUMINOUS PAVEMENT (5711)	89,762.00	S.Y.	\$ 2.30	\$ 206,452.60	\$ 2.35	\$ 210,940.70	\$ 1.80	\$ 161,571.60
15	HMA FOR PRELEVELING CL. 1/2 IN. PG PG 64-22 (5717)	1,596.00	TON	\$ 73.00	\$ 116,508.00	\$ 73.00	\$ 116,508.00	\$ 68.21	\$ 108,863.16
16	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG PG 64-22 (5739)	1,934.00	TON	\$ 75.00	\$ 145,050.00	\$ 74.00	\$ 143,116.00	\$ 79.70	\$ 154,139.80
17	HMA FOR SHOULDER BASE COURSE CL. 1/2 IN. PG 64-22 ()	280.00	S.Y.	\$ 15.50	\$ 4,340.00	\$ 22.75	\$ 6,370.00	\$ 19.00	\$ 5,320.00
18	HMA BASE COURSE CL. 1 IN. PG 64-22 ()	1,508.00	TON	\$ 66.00	\$ 99,528.00	\$ 60.00	\$ 90,480.00	\$ 66.90	\$ 100,885.20
19	HMA CL. 1/2 IN. PG PG 64-22 (5767)	24,326.00	TON	\$ 69.00	\$ 1,678,494.00	\$ 68.50	\$ 1,666,331.00	\$ 68.21	\$ 1,659,276.46
20	HMA THICKENED EDGE ()	150.00	L.F.	\$ 1.00	\$ 150.00	\$ 1.00	\$ 150.00	\$ 1.00	\$ 150.00
21	HMA WIDE THICKENED EDGE ()	7,807.00	L.F.	\$ 1.00	\$ 7,807.00	\$ 1.50	\$ 11,710.50	\$ 0.25	\$ 1,951.75
22	ASPHALT COST PRICE ADJUSTMENT (5837)	-	CALC	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00
23	INLET PROTECTION (6471)	310.00	EACH	\$ 45.00	\$ 13,950.00	\$ 35.00	\$ 10,850.00	\$ 35.00	\$ 10,850.00
24	FLEXIBLE GUIDE POST (6832)	10.00	EACH	\$ 60.00	\$ 600.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00
25	PAINT LINE (6806)	10,200.00	L.F.	\$ 0.12	\$ 1,224.00	\$ 0.20	\$ 2,040.00	\$ 0.20	\$ 2,040.00
26	PAINTED WIDE LINE (6817)	31,735.00	L.F.	\$ 0.14	\$ 4,442.90	\$ 0.24	\$ 7,616.40	\$ 0.24	\$ 7,616.40
27	PLASTIC WIDE LINE (6818)	760.00	L.F.	\$ 0.80	\$ 608.00	\$ 1.25	\$ 950.00	\$ 1.25	\$ 950.00
28	PLASTIC CROSSWALK LINE (6857)	2,520.00	S.F.	\$ 2.80	\$ 7,056.00	\$ 2.70	\$ 6,804.00	\$ 2.00	\$ 5,040.00
29	PLASTIC STOP LINE (6859)	855.00	L.F.	\$ 3.40	\$ 2,907.00	\$ 3.50	\$ 2,992.50	\$ 2.50	\$ 2,137.50
30	PLASTIC TRAFFIC ARROW (6833)	63.00	EACH	\$ 47.00	\$ 2,961.00	\$ 50.00	\$ 3,150.00	\$ 50.00	\$ 3,150.00
31	PLASTIC BICYCLE LANE SYMBOL (6867)	40.00	EACH	\$ 50.00	\$ 2,000.00	\$ 178.00	\$ 7,120.00	\$ 178.00	\$ 7,120.00

Exhibit 1

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Amount	Lakeside Industries Unit Price	Lakeside Industries Amount	Watson Asphalt Unit Price	Watson Asphalt Amount
32	PAINTED TRAFFIC LETTER (6870)	37.00	EACH	\$ 8.00	\$ 296.00	\$ 29.00	\$ 1,073.00	\$ 29.00	\$ 1,073.00
33	RAISED PAVEMENT MARKER TYPE 1 (6882)	19.00	HUND	\$ 340.00	\$ 6,460.00	\$ 210.00	\$ 3,990.00	\$ 210.00	\$ 3,990.00
34	RAISED PAVEMENT MARKER TYPE 2 (6884)	14.00	HUND	\$ 340.00	\$ 4,760.00	\$ 285.00	\$ 3,990.00	\$ 285.00	\$ 3,990.00
35	RAISED PAVEMENT MARKER TYPE 3 (6886)	0.75	HUND	\$ 340.00	\$ 255.00	\$ 500.00	\$ 375.00	\$ 500.00	\$ 375.00
36	REPLACE INDUCTION LOOP VEHICLE DETECTOR ()	79.00	EACH	\$ 500.00	\$ 39,500.00	\$ 415.00	\$ 32,785.00	\$ 405.00	\$ 31,995.00
37	PORTABLE CHANGEABLE MESSAGE SIGN ()	140.00	DAY	\$ 100.00	\$ 14,000.00	\$ 85.00	\$ 11,900.00	\$ 85.00	\$ 11,900.00
38	OTHER TEMPORARY TRAFFIC CONTROL (6973)	1.00	L.S.	\$ 13,500.00	\$ 13,500.00	\$ 32,000.00	\$ 32,000.00	\$ 20,700.00	\$ 20,700.00
39	FLAGGERS AND SPOTTERS (6980)	4,200.00	HR	\$ 46.00	\$ 193,200.00	\$ 44.00	\$ 184,800.00	\$ 46.00	\$ 193,200.00
40	TRAFFIC CONTROL SUPERVISOR (6974)	1.00	L.S.	\$ 48,200.00	\$ 48,200.00	\$ 46,450.00	\$ 46,450.00	\$ 30,600.00	\$ 30,600.00
41	LICENSED SURVEYING (7040)	-	EST.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
42	ADJUST MONUMENT CASE AND COVER (7380)	235.00	EACH	\$ 250.00	\$ 58,750.00	\$ 250.00	\$ 58,750.00	\$ 250.00	\$ 58,750.00
43	ADJUST MANHOLE (3080)	49.00	EACH	\$ 325.00	\$ 15,925.00	\$ 325.00	\$ 15,925.00	\$ 360.00	\$ 17,640.00
44	ADJUST MANHOLE - NESSWD (3080)	107.00	EACH	\$ 325.00	\$ 34,775.00	\$ 325.00	\$ 34,775.00	\$ 360.00	\$ 38,520.00
45	ADJUST MANHOLE - SPWSD (3080)	45.00	EACH	\$ 325.00	\$ 14,625.00	\$ 325.00	\$ 14,625.00	\$ 360.00	\$ 16,200.00
46	ADJUST CATCH BASIN (3100)	63.00	EACH	\$ 325.00	\$ 20,475.00	\$ 190.00	\$ 11,970.00	\$ 360.00	\$ 22,680.00
47	ADJUST VALVE BOX - NESSWD ()	21.00	EACH	\$ 225.00	\$ 4,725.00	\$ 225.00	\$ 4,725.00	\$ 200.00	\$ 4,200.00
48	ADJUST VALVE BOX - SPWSD ()	239.00	EACH	\$ 225.00	\$ 53,775.00	\$ 225.00	\$ 53,775.00	\$ 200.00	\$ 47,800.00
49	ADJUST METER BOX - SPWSD ()	6.00	EACH	\$ 225.00	\$ 1,350.00	\$ 350.00	\$ 2,100.00	\$ 300.00	\$ 1,800.00
50	FORCE ACCOUNT ()	-	EST.	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
51	MINOR CHANGE (7728)	-	CALC	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
52	TEMPORARY PAVEMENT MARKINGS ()	53,190.00	L.F.	\$ 0.20	\$ 10,638.00	\$ 0.22	\$ 11,701.80	\$ 0.15	\$ 7,978.50
53	REMOVE SPEED HUMP ()	2.00	EACH	\$ 250.00	\$ 500.00	\$ 450.00	\$ 900.00	\$ 250.00	\$ 500.00
54	REPLACE SPEED HUMP ()	2.00	EACH	\$ 1,500.00	\$ 3,000.00	\$ 1,300.00	\$ 2,600.00	\$ 1,500.00	\$ 3,000.00
55	SPEED HUMP STRIPING ()	2.00	EACH	\$ 100.00	\$ 200.00	\$ 175.00	\$ 350.00	\$ 175.00	\$ 350.00
Base Bid Total					\$ 3,296,451.50		\$ 3,244,850.30		\$ 3,076,018.17

Additive 1

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Amount	Lakeside Industries Unit Price	Lakeside Industries Amount	Watson Asphalt Unit Price	Watson Asphalt Amount
1	MOBILIZATION (0001)	0.08	L.S.	\$ 105,000.00	\$ 8,400.00	\$ 107,500.00	\$ 8,600.00	\$ 62,800.00	\$ 5,024.00
2	SHOULDER PREPERATION ()	2.17	MILE	\$ 4,000.00	\$ 8,680.00	\$ 3,500.00	\$ 7,595.00	\$ 1,000.00	\$ 2,170.00
10	PAVEMENT REPAIR EXCAVATION INCL. HAUL (0332)	750	S.Y.	\$ 10.00	\$ 7,500.00	\$ 2.75	\$ 2,062.50	\$ 6.40	\$ 4,800.00
12	SHOULDER FINISHING ()	2.17	MILE	\$ 4,500.00	\$ 9,765.00	\$ 4,500.00	\$ 9,765.00	\$ 2,500.00	\$ 5,425.00
13	ANTI-STRIPPING ADDITIVE (5334)	-	EST.	\$ -	\$ 1,850.00	\$ -	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00
14	PLANING BITUMINOUS PAVEMENT (5711)	154.00	S.Y.	\$ 2.30	\$ 354.20	\$ 15.00	\$ 2,310.00	\$ 1.80	\$ 277.20
15	HMA FOR PRELEVELING CL. 1/2 IN. PG PG 64-22 (5717)	300	TON	\$ 73.00	\$ 21,900.00	\$ 75.00	\$ 22,500.00	\$ 68.21	\$ 20,463.00
16	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG PG 64-22 (5739)	125	TON	\$ 75.00	\$ 9,375.00	\$ 80.00	\$ 10,000.00	\$ 79.70	\$ 9,962.50

Exhibit 1

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Amount	Lakeside Industries Unit Price	Lakeside Industries Amount	Watson Asphalt Unit Price	Watson Asphalt Amount
19	HMA CL. 1/2 IN. PG PG 64-22 (5767)	1,683.00	TON	\$ 69.00	\$ 116,127.00	\$ 70.00	\$ 117,810.00	\$ 68.21	\$ 114,797.43
21	HMA WIDE THICKENED EDGE ()	880.00	L.F.	\$ 1.00	\$ 880.00	\$ 1.50	\$ 1,320.00	\$ 0.25	\$ 220.00
22	ASPHALT COST PRICE ADJUSTMENT (5837)	-	CALC	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
38	OTHER TEMPORARY TRAFFIC CONTROL (6973)	0.08	L.S.	\$ 13,500.00	\$ 1,080.00	\$ 32,000.00	\$ 2,560.00	\$ 20,700.00	\$ 1,656.00
39	FLAGGERS AND SPOTTERS (6980)	236.00	HR	\$ 46.00	\$ 10,856.00	\$ 44.00	\$ 10,384.00	\$ 46.00	\$ 10,856.00
40	TRAFFIC CONTROL SUPERVISOR (6974)	0.08	L.S.	\$ 48,200.00	\$ 3,856.00	\$ 46,450.00	\$ 3,716.00	\$ 30,600.00	\$ 2,448.00
42	ADJUST MONUMENT CASE AND COVER (7380)	11.00	EACH	\$ 250.00	\$ 2,750.00	\$ 250.00	\$ 2,750.00	\$ 250.00	\$ 2,750.00
48	ADJUST VALVE BOX - SPWSD ()	5.00	EACH	\$ 225.00	\$ 1,125.00	\$ 230.00	\$ 1,150.00	\$ 200.00	\$ 1,000.00
49	ADJUST METER BOX - SPWSD ()	1.00	EACH	\$ 225.00	\$ 225.00	\$ 350.00	\$ 350.00	\$ 300.00	\$ 300.00
Additive 1 Total					\$ 206,723.20		\$ 206,722.50		\$ 185,999.13

Additive 2

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Amount	Lakeside Industries Unit Price	Lakeside Industries Amount	Watson Asphalt Unit Price	Watson Asphalt Amount
1	MOBILIZATION (0001)	0.1	L.S.	\$ 105,000.00	\$ 10,500.00	\$ 107,500.00	\$ 10,750.00	\$ 62,800.00	\$ 6,280.00
10	PAVEMENT REPAIR EXCAVATION INCL. HAUL (0332)	914	S.Y.	\$ 10.00	\$ 9,140.00	\$ 5.75	\$ 5,255.50	\$ 6.40	\$ 5,849.60
13	ANTI-STRIPPING ADDITIVE (5334)	-	EST.	\$ -	\$ 2,230.00	\$ -	\$ 2,230.00	\$ -	\$ 2,230.00
15	HMA FOR PRELEVELING CL. 1/2 IN. PG PG 64-22 (5717)	250	TON	\$ 73.00	\$ 18,250.00	\$ 74.00	\$ 18,500.00	\$ 68.21	\$ 17,052.50
16	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG PG 64-22 (5739)	154	TON	\$ 75.00	\$ 11,550.00	\$ 74.00	\$ 11,396.00	\$ 79.70	\$ 12,273.80
19	HMA CL. 1/2 IN. PG PG 64-22 (5767)	2030	TON	\$ 69.00	\$ 140,070.00	\$ 68.50	\$ 139,055.00	\$ 68.21	\$ 138,466.30
22	ASPHALT COST PRICE ADJUSTMENT (5837)	-	CALC	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
38	OTHER TEMPORARY TRAFFIC CONTROL (6973)	0.1	L.S.	\$ 13,500.00	\$ 1,350.00	\$ 32,000.00	\$ 3,200.00	\$ 20,700.00	\$ 2,070.00
39	FLAGGERS AND SPOTTERS (6980)	284	HR	\$ 46.00	\$ 13,064.00	\$ 44.00	\$ 12,496.00	\$ 46.00	\$ 13,064.00
40	TRAFFIC CONTROL SUPERVISOR (6974)	0.1	L.S.	\$ 48,200.00	\$ 4,820.00	\$ 46,450.00	\$ 4,645.00	\$ 30,600.00	\$ 3,060.00
42	ADJUST MONUMENT CASE AND COVER (7380)	26	EACH	\$ 250.00	\$ 6,500.00	\$ 250.00	\$ 6,500.00	\$ 250.00	\$ 6,500.00
45	ADJUST MANHOLE - SPWSD (3080)	5	EACH	\$ 325.00	\$ 1,625.00	\$ 325.00	\$ 1,625.00	\$ 360.00	\$ 1,800.00
47	ADJUST VALVE BOX - SPWSD ()	13	EACH	\$ 225.00	\$ 2,925.00	\$ 230.00	\$ 2,990.00	\$ 200.00	\$ 2,600.00
Additive 2 Total					\$ 224,524.00		\$ 221,142.50		\$ 213,746.20

Base Bid	\$ 3,296,451.50	\$ 3,244,850.30	\$ 3,076,018.17
Additive 1	\$ 206,723.20	\$ 206,722.50	\$ 185,999.13
Additive 2	\$ 224,524.00	\$ 221,142.50	\$ 213,746.20
Total Bid	\$ 3,727,698.70	\$ 3,672,715.30	\$ 3,475,763.50

EXHIBIT B**ESTIMATED SCOPE OF WORK**

	Manhole Castings (Item 20)	Valve Boxes (Item 22)	Meter Boxes (Item 26)
244th Overlay			
Site 3	0	14	0
Site 4	1	13	0
Deerfield			
Site 5	0	16	0
Site 6	0	12	2
Site 7	0	4	4
NE 8th Street			
Site 8	18	41	0
High Country			
Site 9	0	28	0
228th & IPLR			
Site 10	17	49	0
NE 15th			
Site 11	8	24	0
East Shannonwood			
Site 12	0	10	0
North Pine Lake			
Additive 1 - Site 13	2	5	1
South Pine Lake			
Additive 2 - Site 14	6	18	0
Total Units	52	234	7
Bid Prices	\$360.00	\$200.00	\$300.00
Subtotal Cost	\$18,720.00	\$46,800.00	\$2,100.00
Flaggers and Spotters Est. Hours	69.3	187.2	5.6
Total Hours	262.1		
Bid Price	\$46.00		
Subtotal Cost	\$12,058.13		
Grand Total:	\$79,678.13		

Flaggers and Spotters Calculations: Crew of 2 flaggers for utility adjustments would be split at the least 50% with another agency. 6 MH per 8 Hr Day and 10 Valve/Meter per 8 Hr Day. The Calculation of flagger hours is an estimate of hours. Actual hours invoiced will be based on the proportional amount of daily flagger hours associated with the District's Work.



City Council Agenda Bill

Meeting Date: June 5, 2012

Date Submitted: May 30, 2012

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input 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: 2012 Pavement Program Interlocal between Northeast Sammamish Sewer and Water District and City of Sammamish

Action Required: Authorize the City Manager to execute the attached Interlocal Agreement

Exhibits: 1. Interlocal Agreement between the City of Sammamish and Northeast Sammamish Sewer and Water District

Budget: There is no impact to the budget

Summary Statement:

Northeast Sammamish Water and Sewer District (NESSWD) has utility structures located within the limits of street overlays requiring adjustment to the finished road surface elevation. The City and NESSWD agree that it benefits the public to complete this work through the current contract between the City and Watson Asphalt Paving Co., Inc., the contractor performing the pavement overlay project for the City. The Public Works Department is recommending that the City Council authorize the City Manager to accept this Interlocal Agreement and move towards completing the work.

Background:

NESSWD operates and maintains the sanitary sewers and water main in a portion of streets being overlaid with new pavement as part of the of the 2012 Pavement Preservation Program. Sanitary sewer manholes and water valve boxes need to be adjusted to the new paved surface elevation. A pay item for this type of work was included in the City's contract specifications for the overlays and was publicly bid. This Interlocal Agreement allows the City to pay for the work to adjust the utility structures and submit the costs of the work to NESSWD for reimbursement. By combining the work under one contract impacts to the traveling public are minimized and overall cost savings realized by Sammamish rate payers.

Financial Impact:

The estimated cost to raise utility structures using Watson Asphalt Paving Co. bid items is \$48,700. NESSWD will be invoiced for this work and the City will be fully reimbursed. There is no net cost to the budget.

Recommended Motion:

Move to authorize the City Manager to execute the attached Interlocal Agreement with Northeast Sammamish Sewer and Water District.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAMMAMISH
AND THE NORTHEAST SAMMAMISH SEWER AND WATER
DISTRICT ADJUSTMENT OF MANHOLE AND VALVE BOX
CASTINGS ASSOCIATED WITH THE CITY OF SAMMAMISH 2012
PAVEMENT PROGRAM - OVERLAYS**

THIS Agreement made and entered into by and between the City of Sammamish, Washington, a Municipal Corporation, hereinafter called the “City,” and Northeast Sammamish Sewer and Water District, hereinafter called the “Utility.”

WITNESSETH

WHEREAS, the City proposes to proceed with the 2012 Pavement Program - Overlays, hereinafter referred to as the “Project;” and

WHEREAS, the Utility provides sewer and water service in the general area of the Project in accordance with applicable Washington State and City laws, regulations, and franchises; and

WHEREAS, the City and the Utility can achieve cost savings and benefits in the public’s interest by performing certain work for the Utility during construction of the Project, manhole and valve can adjustments, hereinafter referred to as the “Utility Work”; and

WHEREAS, the City and the District have the authority to undertake joint and cooperative action pursuant to Chapter 39.34 RCW; and

WHEREAS, the Bid Tabulation is attached hereto and incorporated herein as Exhibit “A;” and the Scope of Work and Cost Estimate for the Utility Work are attached hereto and incorporated herein as Exhibit “B”.

NOW, THEREFORE, it is hereby covenanted and agreed by and between the parties hereto as follows

I. BIDDING

- A. The City shall incorporate a complete and final set of the Utility’s Plans and Specifications for the Utility Work into the Contract Bid Documents for the Project as a deductive alternate in such manner as to allow, to the extent possible, identification of cost allocations between the parties.
- B. The City shall furnish the Utility with the bid prices for the Utility Work for the Utility’s approval. Within two weeks of receiving the bid prices, the Utility shall notify the City in writing that the Utility either approves or rejects their portion of the contract. The City shall not proceed with the Utility Work until the City has received approval from the Utility. If bids are received which, in the estimation of the Utility, are not acceptable for the Utility’s portion, all or a portion of the Utility Work shall be deleted from the

contract. Bid awards shall be made to the lowest responsible bidder for the total project, subject to applicable laws and regulations.

- C. If the Utility rejects the City's lowest responsible bid, the Utility may select its own contractor to do the Utility Work deemed necessary. In this case, the Utility shall require its contractor to coordinate all utility work located at the project site with the City's contractor, without unreasonably interfering with or delaying the City's contractor. The Utility shall notify its contractor of such requirement, and shall provide written notice to the City and the City's contractor ten days prior to beginning Utility Work on site. If the contractor selected by the Utility unreasonably delays or impacts the City's contractor, the Utility agrees to defend, indemnify, and hold City harmless from and against any such unreasonable delay or impact if a claim is presented by the City's contractor, provided the City shall give the Utility prompt notice of any potential claim as soon as the City has received knowledge thereof.

II. CONTRACT ADMINISTRATION

- A. The City shall provide the engineering, administrative, inspection, and clerical services necessary for the execution of the Utility Work.
- B. The Utility shall furnish an inspector to verify proper compliance with requirements in the contract Plans and Specifications while the Contractor is doing the Utility Work.
- C. The Utility shall notify the City, in writing, of any changes it wishes to make in the Plans and Specifications that affect the Utility Work, which changes shall be made, if feasible. The Utility shall promptly provide the City with written documentation describing the requested change(s). The City will notify the Utility of any changes required by the City, which substantially change the nature of the Utility Work and shall obtain the Utility's approval of such changes, with such approval not being unreasonably withheld by the Utility. Written notification by the City shall be given to the Utility prior to the commencement of the work. This Agreement shall be amended in writing to incorporate changes in the Scope of Work or Cost Estimate. Any and all costs related to the change(s) in Utility Work.
- D. The City shall provide the Utility with written notice of physical completion of the Utility Work. Upon such notice the Utility's inspector shall perform final inspection of the Utility Work. The Utility shall, within seventy-two (72) hours of its final inspection, provide to the City acceptance of the Utility Work, or alternatively, provide an itemized and detailed response as to why acceptance of the Utility Work cannot be given.
- E. The Utility shall prepare its own set of records drawings for the Utility Work performed on the Project. The Utility may also request in writing a copy of the record drawings prepared by or for the City on the Project.

III. PAYMENT

- A. The Utility shall reimburse the City for the bid amount of the Utility Work, plus any change orders approved by the Utility.
- B. In the event the City's contractor uncovers any materials while doing work solely related to completion of the Utility Work agreed upon requiring special handling and/or disposal under any local, state or federal laws or regulations (including, but not limited to, hazardous waste, dangerous waste, toxic waste or contaminated soil) the Utility will be responsible for all costs incurred in handling and/or disposing of such materials.
- C. All payments shall be due within 30 days from the date the City invoices the Utility for Utility Work performed on the Project, and when due shall accrue simple interest at the rate of one percent per month.

IV. INDEMNIFICATION AND HOLD HARMLESS

- A. Each party hereto agrees to protect, defend and indemnify the other Party, its officers, officials, employees and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages, arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents.
- B. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, but only as respects the other Party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- C. In the event either Party incurs any costs including attorney fees to enforce the provisions of this article and prevails in such enforcement action all such costs and fees shall be recoverable from the losing Party.
- D. The provisions of this section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

V. TERMINATION

- A. If a party fails to comply with any material provision(s) of this Agreement the other party may terminate this Agreement, in whole or in part, for default upon thirty (30) days written notice to the defaulting party. Any extra costs, expenses or damages incurred by the non-defaulting as a result of the termination for default shall be borne exclusively by the party in default. The rights and remedies of this provision are in addition to any other rights or remedies provide to the non-defaulting party by law or under this Agreement.

Exhibit 1

Any termination of this Agreement for default shall not relieve the defaulting party of any obligation, which may arise out of work already performed prior to such termination.

- B. If construction under this agreement is not commenced within 2 years of the date this agreement is approved by the legislative body of the last party executing this agreement, it shall automatically terminate without notice.

VI. OTHER PROVISIONS

- A. The City shall retain ownership and usual maintenance responsibility for the road and sidewalk. The Utility shall retain the rights of exclusive use, regulation, and control of the completed "Utility Work" and full ownership of such Utility Work.
- B. This Agreement contains the entire written agreement of the parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by the authorized representative(s) for each party.
- C. Nothing contained herein is intended to, nor shall not be construed to, create any rights in any third party, or to form the basis for any liability on the part of the parties to this Agreement, or their officials, officers, employees, agents or representatives, to any third party.
- D. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of both parties.
- E. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the parties.
- F. In the event of a contractual dispute between the Parties regarding this Agreement, the Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, the matter shall be forwarded for discussions to the General Manager of the Utility and the Director of City's Project Manager, or their respective designee(s). If this process fails to resolve the dispute within thirty (30) days after such referral, a party may pursue any legal remedy available or the Parties may agree to submit the matter to alternate dispute resolution and if the matter is not resolved, either party shall be entitled to pursue any legal remedy available in a court of law.
- G. In the event that either party deems it necessary to institute legal actions or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in King County Superior Court of the State of Washington. This agreement shall be interpreted and construed in accordance with the laws of the

Exhibit 1

State of Washington. The Utility hereby consents to the personal jurisdiction of the King County Superior Court of the State of Washington.

VII. INDEMNIFICATION OF UTILITY AND INSURANCE

- A. The City shall require the contractor building the Project to have the Utility named as an additional insured on all policies of insurance to be maintained by contractor(s) under the terms of any Project contract(s), with the City contractor building the Project required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation and provide satisfactory proof thereof prior to commencing construction.
- B. The City shall require the contractor building the Project to indemnify, defend, and save harmless the Utility and its officers, agents, or employees from any claim, real or imaginary, filed against the Utility or its officers, agents, or employees alleging damage or injury arising out of the contractor's participation in the Project.
- C. The City shall contractually require the contractor building the Project to be solely and completely responsible for safety of all persons and property during performance of the work. The contractor shall be contractually required to comply with all applicable City and State regulations, ordinances, orders, and codes regarding safety.

VIII. CONSTRUCTION.

- A. The City agrees to cause the Utility Work to be constructed in a good and workmanlike manner in accordance with the terms of this agreement and the Contract Bid Documents.
- B. In addition, the City shall require the Contractor to provide the Utility as a condition to final acceptance of the Utility Work a one-year written warranty against all defects in the Utility Work.

The parties hereto have executed this MOU effective as of the date last written below.

City of Sammamish

Northeast Sammamish Sewer and Water District

City Manager

General Manager

Name (print)

Name (print)

Date

Date

Exhibit 1

EXHIBIT A
BID RESULTS FOR THE
CITY OF SAMMAMISH 2012 PAVEMENT PROGRAM - OVERLAY

City of Sammamish
 2012 Pavement Program - Overlays
 Bid Opening: Thursday, May 10, 2012



Base Bid

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Amount	Lakeside Industries Unit Price	Lakeside Industries Amount	Watson Asphalt Unit Price	Watson Asphalt Amount
1	MOBILIZATION (0001)	1.00	L.S.	\$ 105,000.00	\$ 105,000.00	\$ 107,500.00	\$ 107,500.00	\$ 62,800.00	\$ 62,800.00
2	SHOULDER PREPERATION ()	9.52	MILE	\$ 4,000.00	\$ 38,080.00	\$ 4,200.00	\$ 39,984.00	\$ 1,000.00	\$ 9,520.00
3	REMOVE AND REPLACE CEMENT CONC. SIDEWALK ()	111.00	L.F.	\$ 45.00	\$ 4,995.00	\$ 42.00	\$ 4,662.00	\$ 58.20	\$ 6,460.20
4	REMOVING CEMENT CONC. CURB (0110)	759.00	L.F.	\$ 3.00	\$ 2,277.00	\$ 18.00	\$ 13,662.00	\$ 2.00	\$ 1,518.00
5	REMOVE AND REPLACE CEMENT CONC. CURB AND GUTTER ()	621.00	L.F.	\$ 45.00	\$ 27,945.00	\$ 30.00	\$ 18,630.00	\$ 36.00	\$ 22,356.00
6	EXTRUDED CURB (6727)	982.00	L.F.	\$ 5.00	\$ 4,910.00	\$ 6.00	\$ 5,892.00	\$ 6.00	\$ 5,892.00
7	TYPE C PRECAST TRAFFIC CURB (6732)	905.00	L.F.	\$ 15.00	\$ 13,575.00	\$ 15.00	\$ 13,575.00	\$ 15.00	\$ 13,575.00
8	REMOVING MISCELLANEOUS TRAFFIC ITEM ()	1.00	L.S.	\$ 3,900.00	\$ 3,900.00	\$ 4,200.00	\$ 4,200.00	\$ 500.00	\$ 500.00
9	HMA SHOULDER BASE COURSE EXCAVATION INCL. HAUL ()	280.00	S.Y.	\$ 8.15	\$ 2,282.00	\$ 12.00	\$ 3,360.00	\$ 10.85	\$ 3,038.00
10	PAVEMENT REPAIR EXCAVATION INCL. HAUL (0332)	9,760.00	S.Y.	\$ 10.00	\$ 97,600.00	\$ 4.55	\$ 44,408.00	\$ 6.40	\$ 62,464.00
11	HMA BASE COURSE EXCAVATION, INCL. HAUL ()	6,812.00	S.Y.	\$ 5.00	\$ 34,060.00	\$ 6.20	\$ 42,234.40	\$ 4.30	\$ 29,291.60
12	SHOULDER FINISHING ()	9.52	MILE	\$ 4,500.00	\$ 42,840.00	\$ 4,575.00	\$ 43,554.00	\$ 2,500.00	\$ 23,800.00
13	ANTI-STRIPPING ADDITIVE (5334)	-	EST.	\$ 26,000.00	\$ 26,000.00	\$ -	\$ 26,000.00	\$ -	\$ 26,000.00
14	PLANING BITUMINOUS PAVEMENT (5711)	89,762.00	S.Y.	\$ 2.30	\$ 206,452.60	\$ 2.35	\$ 210,940.70	\$ 1.80	\$ 161,571.60
15	HMA FOR PRELEVELING CL. 1/2 IN. PG PG 64-22 (5717)	1,596.00	TON	\$ 73.00	\$ 116,508.00	\$ 73.00	\$ 116,508.00	\$ 68.21	\$ 108,863.16
16	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG PG 64-22 (5739)	1,934.00	TON	\$ 75.00	\$ 145,050.00	\$ 74.00	\$ 143,116.00	\$ 79.70	\$ 154,139.80
17	HMA FOR SHOULDER BASE COURSE CL. 1/2 IN. PG 64-22 ()	280.00	S.Y.	\$ 15.50	\$ 4,340.00	\$ 22.75	\$ 6,370.00	\$ 19.00	\$ 5,320.00
18	HMA BASE COURSE CL. 1 IN. PG 64-22 ()	1,508.00	TON	\$ 66.00	\$ 99,528.00	\$ 60.00	\$ 90,480.00	\$ 66.90	\$ 100,885.20
19	HMA CL. 1/2 IN. PG PG 64-22 (5767)	24,326.00	TON	\$ 69.00	\$ 1,678,494.00	\$ 68.50	\$ 1,666,331.00	\$ 68.21	\$ 1,659,276.46
20	HMA THICKENED EDGE ()	150.00	L.F.	\$ 1.00	\$ 150.00	\$ 1.00	\$ 150.00	\$ 1.00	\$ 150.00
21	HMA WIDE THICKENED EDGE ()	7,807.00	L.F.	\$ 1.00	\$ 7,807.00	\$ 1.50	\$ 11,710.50	\$ 0.25	\$ 1,951.75
22	ASPHALT COST PRICE ADJUSTMENT (5837)	-	CALC	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00
23	INLET PROTECTION (6471)	310.00	EACH	\$ 45.00	\$ 13,950.00	\$ 35.00	\$ 10,850.00	\$ 35.00	\$ 10,850.00
24	FLEXIBLE GUIDE POST (6832)	10.00	EACH	\$ 60.00	\$ 600.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00
25	PAINT LINE (6806)	10,200.00	L.F.	\$ 0.12	\$ 1,224.00	\$ 0.20	\$ 2,040.00	\$ 0.20	\$ 2,040.00
26	PAINTED WIDE LINE (6817)	31,735.00	L.F.	\$ 0.14	\$ 4,442.90	\$ 0.24	\$ 7,616.40	\$ 0.24	\$ 7,616.40
27	PLASTIC WIDE LINE (6818)	760.00	L.F.	\$ 0.80	\$ 608.00	\$ 1.25	\$ 950.00	\$ 1.25	\$ 950.00
28	PLASTIC CROSSWALK LINE (6857)	2,520.00	S.F.	\$ 2.80	\$ 7,056.00	\$ 2.70	\$ 6,804.00	\$ 2.00	\$ 5,040.00
29	PLASTIC STOP LINE (6859)	855.00	L.F.	\$ 3.40	\$ 2,907.00	\$ 3.50	\$ 2,992.50	\$ 2.50	\$ 2,137.50
30	PLASTIC TRAFFIC ARROW (6833)	63.00	EACH	\$ 47.00	\$ 2,961.00	\$ 50.00	\$ 3,150.00	\$ 50.00	\$ 3,150.00
31	PLASTIC BICYCLE LANE SYMBOL (6867)	40.00	EACH	\$ 50.00	\$ 2,000.00	\$ 178.00	\$ 7,120.00	\$ 178.00	\$ 7,120.00

Exhibit 1

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Amount	Lakeside Industries Unit Price	Lakeside Industries Amount	Watson Asphalt Unit Price	Watson Asphalt Amount
32	PAINTED TRAFFIC LETTER (6870)	37.00	EACH	\$ 8.00	\$ 296.00	\$ 29.00	\$ 1,073.00	\$ 29.00	\$ 1,073.00
33	RAISED PAVEMENT MARKER TYPE 1 (6882)	19.00	HUND	\$ 340.00	\$ 6,460.00	\$ 210.00	\$ 3,990.00	\$ 210.00	\$ 3,990.00
34	RAISED PAVEMENT MARKER TYPE 2 (6884)	14.00	HUND	\$ 340.00	\$ 4,760.00	\$ 285.00	\$ 3,990.00	\$ 285.00	\$ 3,990.00
35	RAISED PAVEMENT MARKER TYPE 3 (6886)	0.75	HUND	\$ 340.00	\$ 255.00	\$ 500.00	\$ 375.00	\$ 500.00	\$ 375.00
36	REPLACE INDUCTION LOOP VEHICLE DETECTOR ()	79.00	EACH	\$ 500.00	\$ 39,500.00	\$ 415.00	\$ 32,785.00	\$ 405.00	\$ 31,995.00
37	PORTABLE CHANGEABLE MESSAGE SIGN ()	140.00	DAY	\$ 100.00	\$ 14,000.00	\$ 85.00	\$ 11,900.00	\$ 85.00	\$ 11,900.00
38	OTHER TEMPORARY TRAFFIC CONTROL (6973)	1.00	L.S.	\$ 13,500.00	\$ 13,500.00	\$ 32,000.00	\$ 32,000.00	\$ 20,700.00	\$ 20,700.00
39	FLAGGERS AND SPOTTERS (6980)	4,200.00	HR	\$ 46.00	\$ 193,200.00	\$ 44.00	\$ 184,800.00	\$ 46.00	\$ 193,200.00
40	TRAFFIC CONTROL SUPERVISOR (6974)	1.00	L.S.	\$ 48,200.00	\$ 48,200.00	\$ 46,450.00	\$ 46,450.00	\$ 30,600.00	\$ 30,600.00
41	LICENSED SURVEYING (7040)	-	EST.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
42	ADJUST MONUMENT CASE AND COVER (7380)	235.00	EACH	\$ 250.00	\$ 58,750.00	\$ 250.00	\$ 58,750.00	\$ 250.00	\$ 58,750.00
43	ADJUST MANHOLE (3080)	49.00	EACH	\$ 325.00	\$ 15,925.00	\$ 325.00	\$ 15,925.00	\$ 360.00	\$ 17,640.00
44	ADJUST MANHOLE - NESSWD (3080)	107.00	EACH	\$ 325.00	\$ 34,775.00	\$ 325.00	\$ 34,775.00	\$ 360.00	\$ 38,520.00
45	ADJUST MANHOLE - SPWSD (3080)	45.00	EACH	\$ 325.00	\$ 14,625.00	\$ 325.00	\$ 14,625.00	\$ 360.00	\$ 16,200.00
46	ADJUST CATCH BASIN (3100)	63.00	EACH	\$ 325.00	\$ 20,475.00	\$ 190.00	\$ 11,970.00	\$ 360.00	\$ 22,680.00
47	ADJUST VALVE BOX - NESSWD ()	21.00	EACH	\$ 225.00	\$ 4,725.00	\$ 225.00	\$ 4,725.00	\$ 200.00	\$ 4,200.00
48	ADJUST VALVE BOX - SPWSD ()	239.00	EACH	\$ 225.00	\$ 53,775.00	\$ 225.00	\$ 53,775.00	\$ 200.00	\$ 47,800.00
49	ADJUST METER BOX - SPWSD ()	6.00	EACH	\$ 225.00	\$ 1,350.00	\$ 350.00	\$ 2,100.00	\$ 300.00	\$ 1,800.00
50	FORCE ACCOUNT ()	-	EST.	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
51	MINOR CHANGE (7728)	-	CALC	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
52	TEMPORARY PAVEMENT MARKINGS ()	53,190.00	L.F.	\$ 0.20	\$ 10,638.00	\$ 0.22	\$ 11,701.80	\$ 0.15	\$ 7,978.50
53	REMOVE SPEED HUMPS ()	2.00	EACH	\$ 250.00	\$ 500.00	\$ 450.00	\$ 900.00	\$ 250.00	\$ 500.00
54	REPLACE SPEED HUMPS ()	2.00	EACH	\$ 1,500.00	\$ 3,000.00	\$ 1,300.00	\$ 2,600.00	\$ 1,500.00	\$ 3,000.00
55	SPEED HUMPS STRIPING ()	2.00	EACH	\$ 100.00	\$ 200.00	\$ 175.00	\$ 350.00	\$ 175.00	\$ 350.00
Base Bid Total					\$ 3,296,451.50		\$ 3,244,850.30		\$ 3,076,018.17

Additive 1

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Amount	Lakeside Industries Unit Price	Lakeside Industries Amount	Watson Asphalt Unit Price	Watson Asphalt Amount
1	MOBILIZATION (0001)	0.08	L.S.	\$ 105,000.00	\$ 8,400.00	\$ 107,500.00	\$ 8,600.00	\$ 62,800.00	\$ 5,024.00
2	SHOULDER PREPERATION ()	2.17	MILE	\$ 4,000.00	\$ 8,680.00	\$ 3,500.00	\$ 7,595.00	\$ 1,000.00	\$ 2,170.00
10	PAVEMENT REPAIR EXCAVATION INCL. HAUL (0332)	750	S.Y.	\$ 10.00	\$ 7,500.00	\$ 2.75	\$ 2,062.50	\$ 6.40	\$ 4,800.00
12	SHOULDER FINISHING ()	2.17	MILE	\$ 4,500.00	\$ 9,765.00	\$ 4,500.00	\$ 9,765.00	\$ 2,500.00	\$ 5,425.00
13	ANTI-STRIPPING ADDITIVE (5334)	-	EST.	\$ -	\$ 1,850.00	\$ -	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00
14	PLANING BITUMINOUS PAVEMENT (5711)	154.00	S.Y.	\$ 2.30	\$ 354.20	\$ 15.00	\$ 2,310.00	\$ 1.80	\$ 277.20
15	HMA FOR PRELEVELING CL. 1/2 IN. PG PG 64-22 (5717)	300	TON	\$ 73.00	\$ 21,900.00	\$ 75.00	\$ 22,500.00	\$ 68.21	\$ 20,463.00
16	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG PG 64-22 (5739)	125	TON	\$ 75.00	\$ 9,375.00	\$ 80.00	\$ 10,000.00	\$ 79.70	\$ 9,962.50

Exhibit 1

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Amount	Lakeside Industries Unit Price	Lakeside Industries Amount	Watson Asphalt Unit Price	Watson Asphalt Amount
19	HMA CL. 1/2 IN. PG PG 64-22 (5767)	1,683.00	TON	\$ 69.00	\$ 116,127.00	\$ 70.00	\$ 117,810.00	\$ 68.21	\$ 114,797.43
21	HMA WIDE THICKENED EDGE ()	880.00	L.F.	\$ 1.00	\$ 880.00	\$ 1.50	\$ 1,320.00	\$ 0.25	\$ 220.00
22	ASPHALT COST PRICE ADJUSTMENT (5837)	-	CALC	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
38	OTHER TEMPORARY TRAFFIC CONTROL (6973)	0.08	L.S.	\$ 13,500.00	\$ 1,080.00	\$ 32,000.00	\$ 2,560.00	\$ 20,700.00	\$ 1,656.00
39	FLAGGERS AND SPOTTERS (6980)	236.00	HR	\$ 46.00	\$ 10,856.00	\$ 44.00	\$ 10,384.00	\$ 46.00	\$ 10,856.00
40	TRAFFIC CONTROL SUPERVISOR (6974)	0.08	L.S.	\$ 48,200.00	\$ 3,856.00	\$ 46,450.00	\$ 3,716.00	\$ 30,600.00	\$ 2,448.00
42	ADJUST MONUMENT CASE AND COVER (7380)	11.00	EACH	\$ 250.00	\$ 2,750.00	\$ 250.00	\$ 2,750.00	\$ 250.00	\$ 2,750.00
48	ADJUST VALVE BOX - SPWSD ()	5.00	EACH	\$ 225.00	\$ 1,125.00	\$ 230.00	\$ 1,150.00	\$ 200.00	\$ 1,000.00
49	ADJUST METER BOX - SPWSD ()	1.00	EACH	\$ 225.00	\$ 225.00	\$ 350.00	\$ 350.00	\$ 300.00	\$ 300.00
Additive 1 Total					\$ 206,723.20		\$ 206,722.50		\$ 185,999.13

Additive 2

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Amount	Lakeside Industries Unit Price	Lakeside Industries Amount	Watson Asphalt Unit Price	Watson Asphalt Amount
1	MOBILIZATION (0001)	0.1	L.S.	\$ 105,000.00	\$ 10,500.00	\$ 107,500.00	\$ 10,750.00	\$ 62,800.00	\$ 6,280.00
10	PAVEMENT REPAIR EXCAVATION INCL. HAUL (0332)	914	S.Y.	\$ 10.00	\$ 9,140.00	\$ 5.75	\$ 5,255.50	\$ 6.40	\$ 5,849.60
13	ANTI-STRIPPING ADDITIVE (5334)	-	EST.	\$ -	\$ 2,230.00	\$ -	\$ 2,230.00	\$ -	\$ 2,230.00
15	HMA FOR PRELEVELING CL. 1/2 IN. PG PG 64-22 (5717)	250	TON	\$ 73.00	\$ 18,250.00	\$ 74.00	\$ 18,500.00	\$ 68.21	\$ 17,052.50
16	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG PG 64-22 (5739)	154	TON	\$ 75.00	\$ 11,550.00	\$ 74.00	\$ 11,396.00	\$ 79.70	\$ 12,273.80
19	HMA CL. 1/2 IN. PG PG 64-22 (5767)	2030	TON	\$ 69.00	\$ 140,070.00	\$ 68.50	\$ 139,055.00	\$ 68.21	\$ 138,466.30
22	ASPHALT COST PRICE ADJUSTMENT (5837)	-	CALC	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
38	OTHER TEMPORARY TRAFFIC CONTROL (6973)	0.1	L.S.	\$ 13,500.00	\$ 1,350.00	\$ 32,000.00	\$ 3,200.00	\$ 20,700.00	\$ 2,070.00
39	FLAGGERS AND SPOTTERS (6980)	284	HR	\$ 46.00	\$ 13,064.00	\$ 44.00	\$ 12,496.00	\$ 46.00	\$ 13,064.00
40	TRAFFIC CONTROL SUPERVISOR (6974)	0.1	L.S.	\$ 48,200.00	\$ 4,820.00	\$ 46,450.00	\$ 4,645.00	\$ 30,600.00	\$ 3,060.00
42	ADJUST MONUMENT CASE AND COVER (7380)	26	EACH	\$ 250.00	\$ 6,500.00	\$ 250.00	\$ 6,500.00	\$ 250.00	\$ 6,500.00
45	ADJUST MANHOLE - SPWSD (3080)	5	EACH	\$ 325.00	\$ 1,625.00	\$ 325.00	\$ 1,625.00	\$ 360.00	\$ 1,800.00
47	ADJUST VALVE BOX - SPWSD ()	13	EACH	\$ 225.00	\$ 2,925.00	\$ 230.00	\$ 2,990.00	\$ 200.00	\$ 2,600.00
Additive 2 Total					\$ 224,524.00		\$ 221,142.50		\$ 213,746.20

Base Bid	\$ 3,296,451.50	\$ 3,244,850.30	\$ 3,076,018.17
Additive 1	\$ 206,723.20	\$ 206,722.50	\$ 185,999.13
Additive 2	\$ 224,524.00	\$ 221,142.50	\$ 213,746.20
Total Bid	\$ 3,727,698.70	\$ 3,672,715.30	\$ 3,475,763.50

EXHIBIT B**ESTIMATED SCOPE OF WORK****Scope of Work**

Adjust NESSWD sanitary sewer manholes and water valve boxes to finish grade of pavement on streets being repaved with HMA as part of the 2012 Pavement Program – Overlay project. This work is to be done by the City’s project contractor, Watson Asphalt Paving, Inc. per the project specifications and plans

Cost Estimate

Item No.	Item Description	Estimated Qty	Pay Unit	Unit Cost	Total Cost
39	FLAGGERS AND SPOTTERS (6980)	130	HR	\$ 46.00	\$5,980.00
44	ADJUST MANHOLE - NESSWD (3080)	107.00	EACH	\$360.00	\$38,520.00
47	ADJUST VALVE BOX - NESSWD ()	21.00	EACH	\$200.00	\$4,200.00
Estimated Total					\$48,700.00

* The calculation of flagger hours is an estimate of hours. Actual hours invoiced will be based on the proportional amount of daily flagger hours associated with the Utility’s Work.



City Council Agenda Bill

Meeting Date: June 5, 2012

Date Submitted: May 31, 2012

Originating Department: Public Works

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Rec
 Police
 Public Works

Subject: 2012 Geotechnical On Call Contract

Action Required: Authorize the City Manager to execute a contract with HWA Geosciences for an amount not to exceed \$80,000 to provide material testing for construction projects in 2012.

Exhibits: 1. Agreement for Services – HWA Geosciences Inc.

Budget: \$80,000 out of the various project budgets in the adopted 2012 adopted Transportation Capital Improvement Fund and in the Street Maintenance Pavement Management Budget.

Summary Statement:

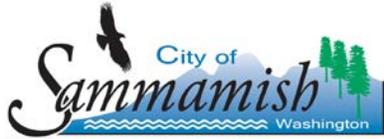
The Public Works Department is seeking the services of HWA Geosciences Inc. to assist staff in performing material testing and quality control during the 2012 construction season. The services of HWA Geosciences will primarily be used on the 244th Avenue NE Non-Motorized Phase 2 project, 2012 Pavement Overlay Program, Inglewood Hill Non-Motorized Project and the NE 8th Street Roundabout. However they may also be used to support other projects or tasks citywide.

Background:

On-call contracts provide staff with the ability to assign the work on an as needed basis. The ability to bring in experienced and specialized resources on an as-needed basis is an efficient model that provides results while minimizing costs. The City does not have the equipment or expertise to test the various materials used during roadway construction projects. The extra resources available through this on-call agreement assist staff in delivering high quality final projects.

Financial Impact:

The cost of this work is included in the adopted budget for this task and was an anticipated expense. 60% of the funds expended on the 244th Avenue NE Non-Motorized Phase 2 project will be recovered through the City's Transportation Improvement Board Grant.



City Council Agenda Bill

Recommended Motion:

Authorize the City Manager to execute an on-call contract with HWA Geosciences Inc. for an amount not to exceed \$80,000 to primarily provide construction material testing for the 244th Ave NE Non-Motorized Phase 2, Inglewood Hill Non-Motorized, 2012 Pavement Overlay Program and NE 8th Street / 233rd Avenue NE Intersection Improvement projects.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: HWA GeoSciences Inc

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$80,000

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2013, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

Exhibit 1

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

Company Name HLWA Geosciences Inc
Contact Name Ralph Bairum
Street Address 21312 30th Dr. SE
City, State Zip Bothell, WA 98021
Phone Number 425 774-0106
Email RBairum@HLWAGEO.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Ralph Bairum

Title: City Manager

Title: Principal

Date: _____

Date: MAY 30, 2012

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A – SCOPE OF SERVICES

General Scope of Work

The work under this AGREEMENT shall consist of performing services related to HWA Geosciences Inc., as herein defined and necessary to accomplish individual tasks (“Task Orders”) issued by the City of Sammamish. The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment and incidentals, except as designated elsewhere in the AGREEMENT or Task Order, necessary to prepare and deliver to the CITY the assigned work.

The City is not obligated to assign any specific number of tasks to the CONSULTANT, and the CITY’s and CONSULTANT’s obligations hereunder are limited to the tasks assigned in writing. The Task Orders may include, but are not limited to the following work:

Material Testing for:

- 244th Avenue Non-Motorized Improvements
- 2012 Pavement Overlay Program
- Inglewood Hill Road Non-Motorized Improvements
- NE 8th Street Roundabout Project

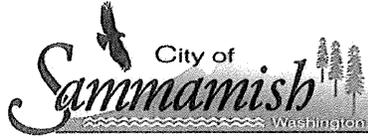
It is anticipated that the task assignments may vary in scope, complexity and location. Specific scopes of work will be developed as individual task assignments are requested.

Authorization of Work

Work requested by the CITY shall be issued in writing. The request by the CITY should include the following information:

- Task order title
- Scope of work
- Specific deliverables
- Schedule
- Cost
- Due Date

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

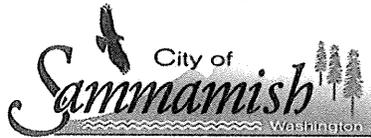
Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 91-1142610

Social Security No.: _____

Print Name: Ralph N. Boirum

Title: Principal

Business Name: HWA GeoSciences Inc.

Business Address: 21312 30TH Dr. SE. Bothell, WA. 98021

Business Phone: 425 774-0106

May 30, 2012
Date

Authorized Signature (Required)



HWA GEOSCIENCES INC.

www.hwageo.com

STANDARD SCHEDULE OF FEES AND CHARGES

All prices are effective January 15, 2012, and are subject to change without notice.

HWA GeoSciences Inc. holds accreditations from the American Association of State Highway and Transportation Officials (AASHTO R-18), American Association for Laboratory Accreditation (A2LA) and validation from the U.S. Army Corps of Engineers (USACE). We participate in the sample proficiency program from AMRL for soil classification, coarse and fine aggregates, Hot Mix Asphalt, California Bearing Ratio, and compaction; and CCRL for concrete.

PROFESSIONAL SERVICES

Request Labor Rate Schedule

EXPENSES

All Outside Expenses (i.e., airfare, subsistence, equipment rental, materials, reproduction, etc.)..... Cost plus 10%
 Drilling & Chemical Laboratory Subcontractors... Cost plus 15%
 Mileage (per mile) Current IRS Rate
 Tests Conducted on Contaminated Soils.....Cost plus 20%
 Project Sample Storage Beyond 30 Days from Final Report
 Per sample, per day\$0.50
 Rush Testing.....Rate plus 100%

LABORATORY TESTS

Soil Laboratory Tests

All contaminated soils will be returned to client for disposal.

Atterberg Limits

Liquid Limit and Plastic Limit (ASTM D 4318)

One Point \$100.00

Three Point \$140.00

California Bearing Ratio (ASTM D 1883)

(Requires Moisture/Density Relationship Test)

One Point \$175.00

Three Point..... \$450.00

Consolidation Test Incremental Loading (ASTM D 2435)

9 Loads, 0.125 TSF to 32 TSF, 4 Unloads \$550.00

Each Additional Load \$45.00

Consolidation Test, Controlled Strain (ASTM D 4186).... \$650.00

Grainsize Analysis

Combined Analysis (ASTM D 422) \$220.00

Hydrometer Analysis (ASTM D 422)..... \$170.00

Passing #200 Sieve (ASTM D 1140)..... \$55.00

PSEP Particle Size (Less than 4 Phi)..... \$170.00

Sieve Analysis-Wet (ASTM D 422) \$90.00

Moisture/Density Relationship

Proctor - Cohesive (ASTM D 698, D 1557) \$215.00

Proctor - Granular (ASTM D 698, D 1557) \$200.00

Moisture Content w/Description..... \$18.00

One-Dimensional Swell (ASTM D 4546) \$625.00

Organic Content Test (ASTM D 2974)..... \$65.00

Permeability Tests

Permeability of Granular Soils (ASTM D 2434)..... \$275.00

Falling Head Test (WSDOT 605) \$250.00

Triaxial with Back Pressure

2 days (ASTM D 5084) \$450.00

Each additional day \$150.00

Triaxial with Back Pressure

(6-in diameter) (ASTM D 5084) \$525.00

LABORATORY TESTS (Continued)

Permeability Tests (Con't)

Estimate of Effective Porosity \$545.00

Field Capacity (sand) \$195.00

Sand Drainage Characteristic Curve \$375.00

Relative Density (ASTM D 4253 / D 4254) \$350.00

Shelby Tube Extrusion and Sample Description..... \$40.00

Soil Resistivity & pH (WSDOT 417)..... \$95.00

pH Only \$35.00

Resistivity Only..... \$65.00

Specific Gravity Test (ASTM D 854) \$80.00

Strength Testing

Direct Shear Strength (per point) (ASTM D 3080) ... \$150.00

Residual Shear (per point)..... \$150.00

Triaxial (c-u) (ASTM D 4767) \$550.00

with K0 Consolidation \$750.00

Stress Path Tests..... \$650.00

Triaxial (u-u) (ASTM D 2850) \$215.00

Multi-Stage Triaxial (c-u or c-d) \$1,200.00

Unconfined Compressive Strength (ASTM D 2166) .. \$100.00

Modulus and Dampening of Soils under

Cyclic Loading (ASTM D 3999) \$750.00

Resilient Modulus of Base/Subgrade

(AASHTO T296) \$500.00

Unit Weight

Cohesive Soil by Waxing (USCOE) \$90.00

Percent of Solids Calculation \$18.00

Porosity (includes specific gravity/unit weight) \$100.00

Soil in Ring (ASTM D 2937) \$38.00

Bulk Density of Solid Waste (ASTM E 1109) \$40.00

Soil in Shelby Tube (ASTM D 2937) \$45.00

Visual Soil Classification \$16.00

Aggregate Quality Tests

Clay Lumps and Friable Particles (ASTM C 142) \$90.00

Degradation Test (WSDOT 113) \$210.00

Fracture Face Count (without sieve) (WSDOT 103)..... \$40.00

Grain Size (ASTM C 136, C 117) \$90.00

Los Angeles Abrasion (ASTM C 131, C 535) \$180.00

Organic Impurities (ASTM C 40)..... \$65.00

Percentage of Material Passing #200 Sieve (ASTM C 117) \$55.00

Sand Equivalent (ASTM C 2419) \$85.00

Soundness Using MgSO₄ (ASTM C 88)..... \$375.00

Specific Gravity Test

Coarse Aggregate (ASTM C 127) \$70.00

Fine Aggregate (minus #4 mesh) (ASTM C 128)..... \$80.00

Unit Weight by Dry Rodding (ASTM C 29) \$60.00

Exhibit 1

STANDARD SCHEDULE OF FEES AND CHARGES (Continued)



HWA GEOSCIENCES INC.

All prices are effective January 15, 2012, and are subject to change without notice.

Concrete and Masonry Tests		Coring Equipment Charge <i>Request Schedule</i>	
Compression Testing of Concrete Cores		Data Logger and Transducers	
(includes trimming) (ASTM C 42, C 513)	\$90.00	Per day	\$150.00
Compression Testing of Concrete Cylinders (ASTM C 39)	\$25.00	Per week	\$500.00
Compression Testing of Grout and Mortar Specimens		Dissolved Oxygen Meter	
(per specimen) (UBC 21-18, 21-16)	\$18.00	Per day	95.00
Concrete Beam Flexural Strength Test (ASTM C 78)	\$90.00	Per week	\$300.00
Concrete Cylinder Molds	\$2.50	Falling Weight Deflectometer (Hourly Rental)	
Concrete Cylinders Sampled and Cured (not tested)	\$25.00	0-8hrs	\$175.00
Concrete Mix Design (fixed gradation)	\$2,000.00	8-40hrs	\$100.00
Density Test		40+hrs	\$50.00
Concrete Cylinders	\$35.00	Flow Monitoring Set	
Light Weight Concrete Cylinders	\$80.00	Per day	\$105.00
End Trimming of Samples (if needed)	\$20.00	Per week	\$400.00
Splitting Tensile Strength Test (ASTM C 496)	\$90.00	Geomembrane Tensiometer (per day)	\$100.00
Shotcrete Panel (cut three cores & compression test) ..	\$300.00	Grundfos Redi Flow II Pump and Generator	
Geosynthetics Tests		Per day	\$100.00
Shear/Peel Strength Test (ASTM D 4437)	\$125.00	Per week	\$300.00
Asphaltic Concrete Tests		Landfill Gas Monitoring Equipment (GEM 500)	
Bitumen Content by Extraction		Per day	\$95.00
Extraction only (ASTM D 6307)	\$90.00	Per week	\$300.00
with Gradation (ASTM D 5444, D 6307)	\$145.00	Level and Stadia Set	\$25.00
Bulk Specific Gravity and Density - SSD Method		Nuclear Density Gauge (per day)	\$30.00
(per specimen) (ASTM D 2726)	\$45.00	Per month	\$300.00
Bulk Specific Gravity and Density - Wax Method		Peristaltic Sampling Pump	
(per specimen) (ASTM D 1188)	\$70.00	Per day	\$50.00
Marshall Stability & Flow Determination		Per week	\$90.00
(3 specimens) (ASTM D 6927)	\$425.00	pH-Conductivity Temperature Meter	
Percent Air Voids in Compacted or Open Bituminous Mixtures		Per day	\$40.00
(ASTM D 3203)	\$150.00	Per week	\$100.00
Rice Density (WSDOT 705)	\$90.00	Photoionization Detector (Mini Rae / HNU / Microtip)	
TSR	\$600.00	Per day	\$95.00
Rock Tests		Per week	\$300.00
Abrasion Resistance (ASTM C 535)	\$200.00	Pneumatic Pressure Indicator	\$95.00
Ethylene Glycol Accelerated Expansion	\$200.00	QED Bladder Pump Controller	
Riprap Soundness (ASTM D 5240)	\$300.00	Per day	\$50.00
Specific Gravity and Absorption (ASTM C 127)	\$70.00	Per week	\$90.00
Splitting Tensile Strength of Rock Cores		Safety Equipment	
(10 Discs) (ASTM D 3967)	\$210.00	Level D (solovex gloves, disposable suit)	\$25.00
EQUIPMENT CHARGES		Level C2 (above plus respirator)	\$50.00
Labor will be charged in addition to equipment charges		Level C1 (above plus chemical suit)	\$95.00
Air Filters for Development (per day)	\$50.00	Level B (above plus SCBA)	\$300.00
BK Development Pump/ Surge Block (per day)	\$20.00	Sensidyne Monitoring Equipment (<i>does not include tubes</i>) ..	\$15.00
Bolt Tension Calibrator (per day)	\$50.00	Sediment Coring or Soil Sampling Kit	
Carbon Filter (per day)	\$50.00	(<i>does not include shelby tubes</i>) (per day)	\$50.00
Coating Thickness Gauges (per day)	\$25.00	Torque Wrench (per day)	\$25.00
Combustible Gas Tech Meter (GT 302 / 3220)		Turbidity Meter	\$40.00
Per day	\$95.00	UT Thickness Gauge (per day)	\$50.00
Per week	\$300.00	Well Probe (per day)	\$15.00

For additional information, please contact 425.774.0106.

Erik Andersen, PE, for Geotechnical Services (Ext 251, eandersen@hwageo.com)

Arnie Sugar, LG, LHG, for GeoEnvironmental & Hydrogeology Services (Ext 227, asugar@hwageo.com)

Harold Benny for Laboratory Services (Ext 248, hbenny@hwageo.com)



City Council Agenda Bill

Meeting Date: June 5, 2012

Date Submitted: May 29, 2012

Originating Department: Parks Rec

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Rec

Police

Public Works

Subject: Contract with Live Sound and Recording Company, LLC for sound and production services at the summer special event performances.

Action Required: Authorize the City Manager to execute a contract with Live Sound and Recording Company, LLC, for sound and production services at the summer special event performances.

Exhibits: 1. Contract and Scope of Work

Budget: 2012: \$20,000 for Sound and Production Services
(Recreation Division)

Summary Statement:

This authorization is for sound and production services at the summer special event performances. Events include the Sammamish Teen Fest, the "Summer Nights in the Park" concert series, the Fourth on the Plateau and Sammamish Days.

A Request for Proposals was issued in January 2011 for sound and production services. A total of 5 companies responded to the RFP. Live Sound and Recording, LLC was selected based on experience with similar projects, quality of previous work, professional references, and their overall quote for sound and production services. The original contract was issued in 2011 with an option to renew for two (2) years. This is the first renewal. There is no cost increase in this contract from 2011 to 2012.

Background:

The Parks and Recreation Department hosts a number of summer events that require professional sound, lighting and production services.

The Parks and Recreation Department, in partnership with the Boys and Girls Club, hosts an end-of-the-school year skate competition and live music festival at the Sammamish Commons Plaza and skate park in June.



City Council Agenda Bill

The City's annual 4th of July event and fireworks display includes live music and kids performances beginning at 6:00 pm and concluding at the start of the fireworks show.

The Parks and Recreation Department offers a free concert series (total of 8 performances) at Pine Lake Park every Thursday evening in July and August. The concerts include a live musical performance, along with food vendors and sponsor give-a-ways.

The Department is hosting Sammamish Days in August, an event celebrating our heritage and involving many community partners. Live performances, food vendors, arts and crafts and many other opportunities will be featured at this event.

Financial Impact:

\$20,000 is included in the 2012 Recreation Division budget for special event sound and production services. The requested authorization amount is \$17,600.00 + W.S.S.T.

Recommended Motion:

Authorize the City Manager to execute a contract with Live Sound and Audio, LLC for \$17,600.00 + W.S.S.T. for sound and production services at the summer special event performances.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Contractor: Live Sound and Recording Company, LLC

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Live Sound and Recording Company, hereinafter referred to as the "Contractor."

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

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

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

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

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

The City shall pay Contractor:

[Check applicable method of payment]

According to the rates set forth in Exhibit " A "

A sum not to exceed: _____

Other (describe): _____

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.

3. **Duration of Agreement.** The Agreement shall be in full force and effective for a period commencing upon execution through December 31, 2012. The contract may be renewed for one (1) additional one-year term if both parties agree in writing. If both parties cannot agree to any terms or conditions, the contract will be re-bid. By submitting a proposal, the Contractor agrees that at renewal dates, cost of service will not be adjusted beyond the Seattle Consumer Price Index-Urban (CPI-U) rate for the preceding year. This provision does not guarantee renewal to the contractor, nor does it prevent the contractor from agreeing to renew at a lower adjustment.

4. **Additional Services.** If additional work or services is desired by either the City or the Contractor, a Discretionary Work Request Form as found in Exhibit "D" shall be used. The additional work or services requested should be specified by the City and the Contractor shall provide a quote on the cost of providing such additional work or services. Written approval by the City must be obtained prior to the start of any additional work or the provision of additional services.

5. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Contractor in connection with the

Exhibit 1

services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

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

7. **Indemnification.** 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 resulting from the negligent, reckless, or intentional acts, errors or omissions of the Contractor, in performance of this Agreement, specifically including the improper or illegal use of copyrighted materials as referenced in paragraph 7 of this Agreement.

8. **Copyrights.** The Contractor agrees to refrain from the improper use of copyrighted materials and to otherwise abide by all laws relating to the use of copyrighted materials in the performance of this Agreement. Contractor agrees to indemnify City for any liability arising out of the improper use of copyrighted materials by Contractor.

9. **Insurance.**

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

Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Contractor's profession.

Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

Exhibit 1

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

Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

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

10. Record Keeping and Reporting.

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

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

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

12. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the 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 cancelled 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 with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

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

Exhibit 1

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

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

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

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

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

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

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

City of Sammamish
801- 228th Avenue SE
Sammamish, Washington 98075
(425) 295-0500

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

Live Sound and Recording Company, LLC
PO Box 4067
Everett, WA 98204
(425) 308-2868

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

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

Exhibit 1

CITY OF SAMMAMISH:

By: _____

Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR:

By: Roy D. Schu

Title: member/manager

Date: 5-29-12

Approved As To Form:

City Attorney

Exhibit 1

Exhibit A City of Sammamish Scope of Services

A. Total Compensation.

Total Compensation for this Agreement is not to exceed \$17,600.00 + W.S.S.T.

B. Scope of Services.

- i. The contractor shall provide a lighting system, monitoring system, mixing console, compressor/limiters, crossover, microphones, speakers, subwoofers, and snake. D.I.'s to meet specific needs of performers (individual bands to provide stage plot one-week in advance of the performance date).
- ii. The system shall include redundancy capability such that any malfunction of critical components can be quickly overcome.
- iii. Equipment shall be sufficient to accommodate up to a twenty-piece orchestra.
- iv. The contractor, personnel and equipment must be set up and ready for sound check 60-minutes prior to the performance.
- v. The contractor shall adhere to the performance schedule.
- vi. All electrical equipment shall adhere to relevant safety codes and be secured from public access.
- vii. All cable shall adhere to relevant safety codes and be safely secured to stage decking.
- viii. The contractor shall provide a stage power distribution system for all equipment. The City of Sammamish shall provide the power supply for each event.
- ix. The contractor shall be fully responsible for set-up and breakdown of the equipment.
- x. The contractor shall serve as the stage manager during performances.
- xi. The contractor shall perform consulting and logistical services such as contacting the artist and/or their representative in advance of the performance regarding the technical, equipment and back-up lines needed.
- xii. The contractor and crew shall conduct themselves in a professional manner at all times.

C. Events.

Live Sound and Recording Company, LLC shall provide sound, lighting and production services for the following events and according to the respective fees identified for each event:

- i. Sammamish End of School Year Teen Event
Location: Sammamish Commons Skate Park and Plaza
Date: Friday, June 15, 2012
Event Time: 3:00 – 9:00 pm
Fee: \$1,800.00 + W.S.S.T

Exhibit 1

- ii. Summer Concert Series
Location: Pine Lake Park
Dates: July 12, July 19, July 26, August 2, August 9, August 16, August 23 and August 30, 2012
Event Time: 6:30 – 8:00 pm
Fee: \$7,800.00 + W.S.S.T.
- iii. Fourth on the Plateau
Location: Sammamish Commons Plaza
Date: July 4, 2012
Event Time: 5:00 pm – 11pm
Fee: \$3,500.00 + W.S.S.T
- iv. Sammamish Nights
Location: Sammamish Commons Plaza
Date: August 18, 2012
Event Time: 6:00 pm – 10:00pm
Fee: \$2,700.00 + W.S.S.T
- v. Sammamish Days Cultural Event
Location: Sammamish Commons Plaza
Date: August 18, 2012
Event Time: 10:00 am – 2:00pm
Fee: \$1,800.00 + W.S.S.T

Total All Events: \$17,600.00 + W.S.S.T.

Exhibit 1

EXHIBIT B
City of Sammamish
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Approved for Payment by: _____

Date: _____

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 Contractor
 Individual/Proprietor Other (explain) LLC

TIN No.: 75-2972194

Social Security No.: _____

Print Name: Leroy Dean Saunders

Title: member/manager

Business Name: Live Sound + Recording Co LLC

Business Address: PO Box 4067 Everett WA 98204

Business Phone: 425-308-2868

5-29-12
Date

Rug D. Selva
Authorized Signature (Required)

EXHIBIT D
City of Sammamish

DISCRETIONARY WORK/SERVICE REQUEST FORM

To Be Completed by the City:

Additional work/services are requested for the following:

Date of Submittal:

Location:

Date of Work/Service:

Estimate Needed: _____ YES _____ NO

Complete Description of Work/Service:

City Contact Person: Recreation Coordinator Phone: 425-295-0584

To Be Completed by the Contractor:

Estimated Cost: _____

Contractor's Signature _____ Date: _____

City Use Only

Work/Service Confirmed for the following (Date and Time): _____

City Authorized Signature: _____ Date: _____



City Council Agenda Bill

Meeting Date: June 5, 2012

Date Submitted: May 25, 2012

Originating Department: Parks Rec

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Rec

Police

Public Works

Subject: Contract with Wolverine West Fireworks for a fireworks display at the Fourth on the Plateau event.

Action Required: Authorize the City Manager to execute a contract with Wolverine West Fireworks for a fireworks display at the Fourth on the Plateau.

Exhibits: 1. Contract

Budget: 2012: \$20,000 for fireworks display
(Recreation Division: Professional Services)

Summary Statement:

This authorization is for a fireworks display at the Fourth on the Plateau event. We solicited proposals in March 2010 and received responses from two fireworks companies. Wolverine West Fireworks was selected based on cost, experience with similar events, quality of their previous shows, professional references from other municipalities, and the number of fireworks effects their proposal included. Wolverine put on a great show in 2010 and 2011 and we would like to work with them again.

Background:

The Fourth on the Plateau event began in 2007 and has been a popular annual event drawing over 10,000 people each year to the Sammamish Commons. The fireworks display is a vital component of this event.

Financial Impact:

The total cost for the fireworks display is \$20,000.00 (including W.S.S.T.).

Recommended Motion:

Authorize the City Manager to execute a contract with Wolverine West Fireworks for a total of \$20,000.00 for a fireworks display at the Fourth on the Plateau event.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Contractor: Wolverine West Fireworks

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Wolverine West Fireworks, hereinafter referred to as the "Contractor."

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

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

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

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Contractor:

[Check applicable method of payment]

According to the rates set forth in Exhibit _____

A sum not to exceed: **\$20,000**

Other (describe): _____

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.

3. **Duration of Agreement.** The Agreement shall be in full force and effective for a period commencing upon execution through December 31, 2012. The contract may be renewed for two (2) additional one-year terms if both parties agree in writing. If both parties cannot agree to any terms or conditions, the contract will be re-bid. By submitting a proposal, the Contractor agrees that at renewal dates, cost of service will not be adjusted beyond the Seattle Consumer Price Index-Urban (CPI-U) rate for the preceding year. This provision does not guarantee renewal to the contractor, nor does it prevent the contractor from agreeing to renew at a lower adjustment.
4. **Additional Services.** If additional work or services is desired by either the City or the Contractor, a Discretionary Work Request Form as found in Exhibit "D" shall be used. The additional work or services requested should be specified by the City and the Contractor shall provide a quote on the cost of providing such additional work or services. Written approval by the City must be obtained prior to the start of any additional work or the provision of additional services.
5. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Contractor in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

Exhibit 1

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

7. Indemnification. 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 resulting from the negligent, reckless, or intentional acts, errors or omissions of the Contractor, in performance of this Agreement, specifically including the improper or illegal use of copyrighted materials as referenced in paragraph 7 of this Agreement.

8. Copyrights. The Contractor agrees to refrain from the improper use of copyrighted materials and to otherwise abide by all laws relating to the use of copyrighted materials in the performance of this Agreement. Contractor agrees to indemnify City for any liability arising out of the improper use of copyrighted materials by Contractor.

9. Insurance.

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

Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate.

Exhibit 1

Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

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

10. Record Keeping and Reporting.

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

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

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

12. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the 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 cancelled 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 with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

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

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

Exhibit 1

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

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

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

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

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

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

City of Sammamish
801- 228th Avenue SE
Sammamish, Washington 98075
(425) 295-0500

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

Wolverine West Fireworks
PO Box 99095
Seattle, WA 98139
(206) 459-0917

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

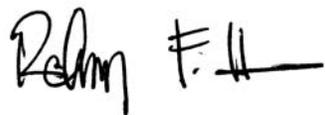
21. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace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

Exhibit 1

CITY OF SAMMAMISH:

CONTRACTOR:

By: _____

By:  _____

Title: City Manager

Title: Partner

Date: _____

Date: 5/30/12

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Exhibit A
City of Sammamish
Scope of Services

Exhibit 1
Wolverine West Fireworks

PO Box 99095, Seattle, WA 98139
 Rod: 206.459.0917 - Andy: 360.870.1833
 Fax: 888.492.4902



Display Fireworks • Consumer Fireworks • Pyro SpFx

Fourth on the Plateau, 2012 Fireworks Display Proposal (20k)

Brand	Description	Quantity	Effects
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Multi-Shot Items - "Cakes"

Lidu	49's White Glittering Stars	1	49
Lidu	49's Colorful Salute	1	49
Lidu	100's Small Chry Flower	1	100
Lidu	100's New Type Crossette - Pastel Colors	1	100
Lidu	280's 3x Whistle w/Sea Blue Tail & Gold Crackling Chry Flower	1	280
Lidu	300's Big Willow w/Green Strobe	1	300
Lidu	300's Asst. Chry (Crackling, White, Flash) - Vertical	1	300
Lidu	10x8's (Fan) RWB to Silver Crackle Stars	1	80
Lidu	10x8's (Fan) Quick Silver Crackling Flower Tail to Salute	1	80
Lidu	10x10's (Fan) "Z" New Type Color Tails - Pastel Colors	1	100
<i>Total Cakes</i>		10	1,438

Candles

Lidu	2" 8's Green Flashing Tail Candle	3	3
Lidu	2" 8's Time Rain Tail Candle	3	3
<i>Total Candles</i>		6	6

Finale Chains

Custom	3" Fancy (variety of colors) - Chained 10/1	50	50
<i>Total 3" Finale Shells</i>		50	50
Custom	4" Fancy (variety of colors) - Chained 10/1	40	40
<i>Total 4" Finale Shells</i>		40	40

Comets

Lidu	3" Golden Tiger Tail (Golden Comet)	3	3
Lidu	3" Glittering Tiger Tail (Glittering Comet)	3	3
Lidu	3" Crackling Tiger Tail (Crackling Comet)	3	3
Lidu	3" Glittering Green Tiger Tail	3	3
Lidu	3" Glittering Red Tiger Tail	3	3
<i>Total 3" Comets</i>		15	15

3" Cylinder Shells

Lidu	3" Cylinder Salute	36	36
<i>Total 3" Cylinder Shells</i>		36	36

4" Cylinder Shells

US Designers	4" Whistles & Stars Cyl.	2	2
US Designers	4" Fish & Whistles Cyl.	2	2
US Designers	4" Hummer Cyl.	2	2
<i>Total 4" Cylinder Shells</i>		6	6

Wolverine West Fireworks

PO Box 99095, Seattle, WA 98139

Rod: 206.459.0917 - Andy: 360.870.1833

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Display Fireworks • Consumer Fireworks • Pyro SpFx

Fourth on the Plateau, 2012 Fireworks Display Proposal (20k)

Brand	Description	Quantity	Effects
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Peanut Shells - Two Break

Flower King	3" Gold Wave/Purple Wave (double break)	2	4
Flower King	3" Gold Wave Red/Gold Wave Green (double break)	2	4
Flower King	3" Brocade Crown/Flower Report (double break)	2	4
Flower King	3" Palm Tree w/Cherry Blossom w/Whistles (double break)	2	4
<i>Total 3" Peanut Shells - Two Break</i>		8	16
Flower King	4" Gold Wave/Purple Wave (double break)	2	4
Flower King	4" Gold Wave Red/Gold Wave Green (double break)	2	4
Flower King	4" Brocade Crown/Flower Report (double break)	2	4
Flower King	4" Palm Tree w/Cherry Blossom w/Whistles (double break)	2	4
<i>Total 4" Peanut Shells - Two Break</i>		8	16

Assorted Cases - Ball Shells

Lidu	2.5" Assorted Case - Red Peony, Blue Peony, White Peony, Color Peony, Green Chry., Yellow Chry., Golden Chry., Silver Chry., Purple Chry., Crackling Diadem, Dahlia Golden, Glittering Ring (12 Variety - 8 ea)	96	96
<i>Total 2.5" Assorted</i>		96	96
Beihai	3" Assorted Cases - Red Peony, Green Peony, Blue Peony, Purple Peony, Yellow Peony, Variegated Peony, Green & Purple Peony, Red Peony w/Green Core, Silver Peony, Purple Peony w/Crackling Rain Core, Red Chry, Green Chry, Silver Chry, Mixed Color Chry, Red Wave, Green Wave, Silver Wave, Silver Wave to Red, Colorful Wave, Red to Crackling Rain Peony, Gold Wave to Green w/Crackling Core, Purple Willow, Green Crown, Blue to Green Peony, Red to Green Peony, Glittering Silver, Orange Chry, Gold Wave w/Crackling Core, Blue to Red Peony, Golden Willow to Glittering Core, Golden Wave to Yellow Peony, Golden Crackling Rain Peony, Golden Willow to Silver, Dragon Eggs, Green to Silver Wave, Brocade Crown (36 Variety - 2 ea)	72	72
Lidu	3" Assorted Case "A" (all w/Tails) - Red Peony, Yellow to Purple Peony, Green Crossette, Blue Crossette, Golden Peony, Silver Spider, Purple Peony, Red & Blue Peony, Red & Green Peony, Red to Yellow Peony, Red to Silver Peony, Golden Flashing, White Flashing, Silver to Purple Peony, Golden Wave to Silver, Blue Peony w/Coconut Pistil, Time Rain Coconut Tree, Colors Dahlia, Silver Willow, Silver Wave to Green, Silver Wave to Blue, Purple to Golden Crackling Chry. Flower, Green Crackling Willow, Golden & Silver Peony, Silver to Golden Peony, Silver to Blue Peony, Red to Crackling, Yellow to Crackling, Blue to Crackling, Green to Crackling, Silver to Crackling, Yellow to White Peony, Blue to Red Peony, Green & Purple Peony, Color Peony (36 Variety - 2 each)	72	72

Wolverine West Fireworks

PO Box 99095, Seattle, WA 98139

Rod: 206.459.0917 - Andy: 360.870.1833

Fax: 888.492.4902



Display Fireworks • Consumer Fireworks • Pyro SpFx

Fourth on the Plateau, 2012 Fireworks Display Proposal (20k)

Brand	Description	Quantity	Effects
Lidu	3" Assorted Case "B" (all w/Tails) - Red to Golden Crackling Chry. Flower, Green to Golden Crackling Chry. Flower, Blue to Golden Crackling Chry. Flower, Yellow to Golden Crackling Chry. Flower, Purple to Golden Crackling Chry. Flower, Silver Crackling Stars, Dragon Eggs, Red Ball, Green Ball, Blue Ball, Sea Blue Peony, Pink Peony, Red Peony w/Coconut Pistil, Green Peony w/Coconut Pistil, Blue Peony w/Coconut Pistil, Grass Green Peony, Orange Peony, 1/2 Red 1/2 Green Peony, 1/2 Purple 1/2 Green Peony, Brocade Red, Brocade Yellow, Brocade Crown, Diadem Chry. w/Coconut Pistil, Brocade Crown w/Strobe Pistil, Golden Willow, Diadem Chry to Blue, Willow to Silver Crown, Silver Crown, Golden Kamuro, Green Flashing, White Flashing, Golden Flashing, Sea Blue Flashing, Yellow Flashing, Brocade Green, Blue & Silver Glittering (36 Variety - 2 each)	72	72
Lidu	3" Assorted Case "C" (all w/Tails) - Red to Silver Crackling Stars, Green to Silver Crackling Stars, Blue to Silver Crackling Stars, Yellow to Silver Crackling Stars, White to Silver Crackling Stars, Purple to Silver Crackling Stars, Golden Palm Tree, Silver Coconut Tree, Crackling Willow, Golden Wave to Silver, Golden Wave to Red, Golden Wave to Blue, Golden Wave to Purple, Red Coconut Tree, Time Rain Coconut Tree, Red Wave, Green Wave, Blue Wave, Red to Time Rain Chry, Green to Time Rain Chry, Blue to Time Rain Chry, Purple to Time Rain Chry, Yellow to Purple Peony, Golden to Blue Peony, Red to Blue Peony, Green to Golden Peony, Yellow to Green Peony, Red Chry, Yellow Chry, Purple Chry, Silver Chry, Red & Silver Glittering, Blue & Silver Glittering, Color Chry, Golden Wave, Silver Wave (36 Variety - 2 each)	72	72
	<i>Total 3" Assorted</i>	288	288
Beihai	4" Assorted Cases - Red Crown, Green Crown, Blue Willow, Chry to Purple, Chry to Green, Orange Chry w/Crackling Rain Core, Green Peony w/Red Core, Golden Wave to Red, Green to Purple Peony, Golden Crackling Rain Peony, Half Red/Half Green Peony, Red Wave Ring, Yellow Falling Leaves, Brocade Crown to Red, Brocade Crown, Silvery Crown, Silvery Wave, Golden Wave Chry (18 - 2 ea Variety)	36	36
Lidu	4" Assorted Case "A" (all w/Tails) - Red Peony, Yellow Peony, Blue Peony, Green to Golden Flashing, Golden to Crackling, White Flashing w/Red Pistil, Red to Yellow Peony, Blue to Red Peony, Green to Yellow Peony, Golden Wave to Purple, Glittering Red to Crackling, Glittering Red to Green Flashing, Glittering w/Crackling Pistil, Dahlia Yellow, Brocade Golden, Diadem Chry. w/Strobing Pistil, Golden Spider, Silver Spider (18 Variety - 2 each)	36	36
Lidu	4" Assorted Case "B" (all w/Tails) - Red to Crackling, Blue to Crackling, Silver to Crackling, Red Peony w/Palm Core, Blue Peony w/Palm Core, Green Peony w/Palm Core, Red to Purple Peony, Blue Chry, Red to Silver Chry, Silver Wave to Red, Green Wave w/Coconut Tree Pistil, Red & Green Chry, Red & Purple Glittering, Dahlia Green, Diadem Chry to Red, Diadem Chry w/Coconut Tree Core, Red to Silver Crown, Coconut Tree w/Silver Tail (18 Variety - 2 each)	36	36

Wolverine West Fireworks

PO Box 99095, Seattle, WA 98139

Rod: 206.459.0917 - Andy: 360.870.1833

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Display Fireworks • Consumer Fireworks • Pyro SpFx

Fourth on the Plateau, 2012 Fireworks Display Proposal (20k)

Brand	Description	Quantity	Effects
Lidu	4" Assorted Case "C" (all w/Tails) - Blue to Green Peony, Red to Green Willow, Blue to White Strobe, Red to White Flashing, Glittering Blue to Silver, Dispark Chry, Golden Crackling Flower Chry, Red to Golden Crackling Chry Flower, Green to Golden Crackling Chry Flower, Blue to Golden Crackling Chry Flower, Purple to Golden Crackling Chry Flower, Sea Blue Peony, Grass Green Peony, Orange Peony, Pink Peony, Brocade Crown w/Green Flashing Pistil, Silver Crown w/Red Pistil, Silver Crackling Stars w/Coconut Pistil (18 Variety - 2 each)	36	36
<i>Total 4" Assorted</i>		144	144

Summary Totals

Total Multi-Shot "Cakes" 10 1,438

Total Candles 6 6

Total 2.5" Assorted Case Ball Shells 96

Grand Total 2.5" 96

Total 3" Finale Shells 50

Total 3" Comets 15

Total 3" Cylinder Shells 36

Total 3" Peanut Shells - Two Break 8

Total 3" Assorted Case Ball Shells 288

Grand Total 3" 397

Total 4" Finale Shells 40

Total 4" Cylinder Shells 6

Total 4" Peanut Shells - Two Break 8

Total 4" Assorted Case Ball Shells 144

Grand Total 4" 198

Total Price Includes WSST \$20,000.00

Exhibit 1

Wolverine West Fireworks

PO Box 99095, Seattle, WA 98139
Rod: 206.459.0917 - Andy: 360.870.1833
Fax: 888.492.4902



Display Fireworks • Consumer Fireworks • Pyro SpFx

Fourth on the Plateau, 2012 Fireworks Display Proposal (20k)

Brand	Description	Quantity	Effects
-------	-------------	----------	---------

The display will last approximately 20 minutes and will be fired from the location depicted on the attached aerial map (same location as in previous years).
The display will be electrically fired by a Washington State Licensed Pyrotechnician. We carry display general liability insurance in the amount of 5 million and products liability insurance in the amount of 1 million, both underwritten by Lloyds of London. As the sponsor, the City of Sammamish will be named as the insured. If there are any others who should be named as additional insureds please let us know prior to us requesting the insurance certificate.

Price includes everything necessary to provide the display described above:
Labor, materials, equipment, cleanup, permit fees, WSST are all included.
If you have any questions please contact us at 206.459.0917.

Sincerely,

Rod Hash, Partner

City of Sammamish 4th of July Fireworks Display



Image © 2010 City of Bellevue

02'18.01" W elev 494 ft

Streaming ||||| 100%

Exhibit 1

EXHIBIT B
City of Sammamish
Billing Invoice

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

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Approved for Payment by: _____

Date: _____

Exhibit 1

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 Contractor
 Individual/Proprietor Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Wolverine West, LLC	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) PO Box 99095	Requester's name and address (optional) City of Sammamish
	City, state, and ZIP code Seattle, WA 98139	List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

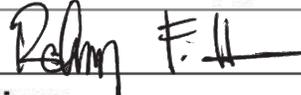
Social security number	
or	
Employer identification number	91 1959710

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 5/30/12
------------------	--	----------------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

EXHIBIT D
City of Sammamish

DISCRETIONARY WORK/SERVICE REQUEST FORM

To Be Completed by the City:

Additional work/services are requested for the following:

Date of Submittal:

Location:

Date of Work/Service:

Estimate Needed: _____ YES _____ NO

Complete Description of Work/Service:

City Contact Person: Recreation Coordinator Phone: 425-295-0588

To Be Completed by the Contractor:

Estimated Cost: _____

Contractor's Signature _____ Date: _____

City Use Only

Work/Service Confirmed for the following (Date and Time): _____

City Authorized Signature: _____ Date: _____



City Council Agenda Bill

Meeting Date: June 5, 2012

Date Submitted: May 29, 2012

Originating Department: Parks and Recreation

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Recreation

Police

Public Works

Subject: Eastlake High School Baseball Field Renovation - Authorization of Construction Contract.

Action Required: Authorize the City Manager to award and execute a contract with Specialized Landscaping, Inc. for construction of a synthetic turf multi-use sports field at Eastlake High School.

Exhibits:

1. Bid Tab
2. Bid Recommendation

Budget: \$1.9 million dollars is allocated in the 2011-12 Parks CIP for the Eastlake High School Baseball Field Renovation.

Summary Statement:

The scope of work for this construction contract at Eastlake High School (EHS) includes removal of existing turf, demolition, clearing and grading, and the installation of a storm drainage system, synthetic turf, irrigation, sports field lighting, concrete and asphalt, site furnishings, chain link fencing and gates, natural surface pitching mounds and a pedestrian entry gate.

The design package for construction of the field renovation was advertised for public bid on May 1, 2012. Bids were opened on May 22, 2012 and a total of 5 bids were received. The bids were evaluated by the project consultant, DA Hogan and Associates, and Specialized Landscaping, Inc. was identified as the lowest responsible bidder.

Specialized Landscaping, Inc. submitted a bid in the amount of \$1,489,250 + WSST, which is approximately \$11,000 below the engineer's estimate of \$1,500,000 and approximately \$50,000 below the next lowest bid submitted. DA Hogan and Associates performed a detailed reference check and determined that Specialized Landscaping, Inc. is the lowest responsive and responsible bidder.

In addition to the construction scope of work for the baseball field renovation project, the city included two alternatives in the bid proposal to be completed by the contractor and funded by the Eastlake High School Booster Club. These alternatives include incorporating the Eastlake High School logo into the synthetic turf and adding a backstop wall behind home plate. The total for these two alternatives is



City Council Agenda Bill

\$23,300 + WSST and will be included in the construction contract upon approval by the Lake Washington School District (LWSD) and funded by the Eastlake High School Booster Club.

Background:

Project Analysis

The EHS varsity baseball field was identified for potential upgrade and conversion to synthetic turf in the 2008 Ball Field Study. The baseball field ranked the highest among all other potential field projects due to the amount of potential capacity (as a result of the upgrade), sufficient existing parking and other amenities (restrooms, access, etc.).

Community Need

In 2011, over 5,500 hours were played on the City of Sammamish's community sport fields with less than 12% of that time allocated to adult league rentals. The Sammamish Parks and Recreation Department is currently serving 6 soccer leagues, 7 baseball/softball leagues, 8 lacrosse leagues and 2 football leagues. We reject nearly 50% of league reservation requests and nearly 90% of non-league reservation requests due to our limited field supply. The EHS baseball field renovation will help us better meet community demand for sports fields, and also activate a seasonal sports field for year-round use.

Public Process

Since 2009, the City has had numerous meetings with adjacent neighbors, field user-groups, LWSD and EHS staff. Starting in 2009, the city met with adjacent neighbors to discuss their concerns with the proposed project. Several concessions, including the restriction of amplified noise, operation and maintenance issues, and hours of play were made and included in the interlocal agreement addendum between the city and the LWSD. The interlocal agreement addendum was approved by City Council on December 6, 2011. In addition to the addendum, the city also agreed to adjust hours of construction of the new field to minimize disruption to the adjacent neighbors.

In late 2011 and early 2012, city staff met with field users groups such as the Eastlake High School Booster Club and EHS Staff to address concerns regarding the design and use of the new multi-use sports field. The city agreed to incorporate design requests into the final construction documents. These requests include the addition of power to the batting cage, a new bullpen, selection of field and line colors, and inclusion of the two alternatives previously mentioned.

Financial Impact:

\$1.9 million is allocated in the 2011-12 Parks CIP for the Eastlake High School Baseball Field Renovation project.

The total authorization amount requested for this contract is \$1,731,242.25. This includes a total bid of \$1,489,250 (city funded) + \$23,300 (EHS Booster Club funded) + WSST and a \$75,000 construction contingency to be administered by the City Manager. The portion of the project funded by the EHS Booster Club is contingent on approval from the LWSD.

The remaining budget funds have been allocated towards professional services for project design.



City Council Agenda Bill

Recommended Motion:

Move to accept the bid from Specialized Landscaping, Inc. as the lowest responsive and responsible bid for the Eastlake High School Baseball Field Renovation project and authorize the City Manager to execute a contract with Specialized Landscaping, Inc. in the amount of \$1,656,242.25 and authorize the City Manager to administer a \$75,000 construction contingency.

City of Sammamish						
Eastlake High School Baseball Field Renovation						
Bid Opening May 22, 2012 2:00pm						
	Bidder	Hellas Construction	Terra Dynamics	Ohno Construction	A-1 Landscaping	Specialized Landscaping
	BASE BID	\$1,073,900	\$1,060,000	\$1,130,000	\$1,170,000	\$985,000
ALTERNATES						
	Alternate Bid Item 1 - CMU Walls and concrete cap at backstop	\$27,100	\$24,000	\$28,400	\$28,000	\$22,000
	Alternate Bid Item 2 - Construction of synthetic turf logo in field surface	\$2,750	\$10,000	\$7,300	\$4,000	\$1,300
	Alternate Bid Item 3 - Construction of entry gate/arch	\$29,300	\$34,000	\$30,600	\$10,000	\$44,000
SYNTHETIC TURF OPTIONS						
	Option 1 - AstroTurf		\$445,000	\$521,500	\$500,000	\$460,250
	Option 2 - Field Turf			\$674,300		
	Option 3 - Shaw/Sportexe		\$607,000	\$637,800	\$595,000	\$627,000
	Option 4 - Hellas Construction	\$502,500		\$809,500		
	Option 5 - Domo Sport Grass		\$686,000	\$944,000	\$720,000	\$693,500
OTHER						
	Trench Excavation Safety System	\$500	\$500	\$500	\$5,000	\$500
	Acknowledgement of Addendums (3)	X	X	X	X	X
	Receipt of Subcontractor List	X	X	X	X	X
	Receipt of Bid Bond	X	X	X	X	X
	Total Base Bid and Option #1 - AstroTurf	N/A	\$1,505,000	\$1,651,500	\$1,670,000	\$1,445,250
	Total Base Bid, Option #1, and Additive Alternates #1, #2, and #3	N/A	\$1,573,000	\$1,717,800	\$1,712,000	\$1,512,550
	Total Base Bid and Option #2 - Field Turf	N/A	N/A	\$1,804,300	N/A	N/A
	Total Base Bid, Option #2 and Additive Alternates #1, #2 and #3	N/A	N/A	\$1,870,600	N/A	N/A
	Total Base Bid and Option #3 - Shaw/Sportexe	N/A	\$1,667,000	\$1,767,800	\$1,765,000	\$1,612,000
	Total Base Bid, Option #3 and Additive Alternates #1, #2, and #3	N/A	\$1,735,000	\$1,834,100	\$1,807,000	\$1,679,300
	Total Base Bid and Option #4 - Hellas	\$1,576,400	N/A	N/A	N/A	N/A
	Total Base Bid, Option #4 and Additive Alternates #1, #2 and #3	\$1,635,550	N/A	N/A	N/A	N/A
	Total Base Bid and Option #5 - Domo	N/A	\$1,746,000	\$2,074,000	\$1,890,000	\$1,678,500
	Total Base Bid, Option #5 and Additive Alternate #1, #2 and #3	N/A	\$1,814,000	\$2,140,300	\$1,932,000	\$1,745,800
	Low Base Bid and Lowest Turf Option					
	Low Base Bid, Turf Option and Additive Alternates					



MEMORANDUM

Date: May 24, 2012
To: Kellye Hilde, City of Sammamish
Copy: Jessi Richardson, City of Sammamish
From: Bob Harding
Hailey Towne
Re: Eastlake High School Baseball Field Renovation
Bidding

Kellye,

The bid opening was conducted May 22, 2012 for the Eastlake High School Baseball Field Project. The bid documents were configured to have each bidder provide a base bid amount for the work, and an additional amount for five separate turf products identified as "Options". Additionally, three additive alternate bid items representing work that was not essential to the reconstruction of the field were included as part of the project.

Five bids were received for the Base Bid and Additive Alternates #1, #2 and #3. Each bidder provided a bid amount for at least one of the Synthetic Turf Options, however only one bidder provided a bid amount for each of the Turf Options. A summary tabulation of the bids is attached.

Based upon the bids received, Specialized Landscaping provided the lowest base bid amount, and Turf Option #1, AstroTurf represented the lowest cost proposal. Further, taken in combination of Base Bid, Synthetic Turf and all Additive Alternates, The Specialized Landscaping bid represents the lowest total bid as follows:

Base Bid	\$985,000
Turf Option #1 – AstroTurf	\$460,250
Total Base Bid and Turf	\$1,445,250
Additive Alternate #1	\$22,000
Additive Alternate #2	\$1,300
Additive Alternate #3	\$44,000
Total Additive Alternates	\$67,300
Total Base Bid and Additive Alternates	\$1,512,550

The record above represent the Engineer's understanding of the site conditions observed, discussions held, and decisions made during the visit. Any amendments or revisions to this record should be communicated to D.A. Hogan & Associates within seven days of receipt.

Exhibit 2

As a condition of the proposal, specific information from subcontractors was required, including information documenting qualifications for the contractor or subcontractor which would be completing specific work items including Field Subgrade Establishment, Field Subsurface Drainage and Field Permeable Aggregate. The specific requirements include:

1. Sub-contractor shall be and has been actively and directly engaged in constructing similar natural or synthetic field projects for a period of five (5) or more years and shall provide proof of five (5) or more full size sports field base installations completed in the past two (2) years. The Contractor's experience shall include completion of high school, college, or professional level competition fields. The playing field system shall include earthwork, washwater or irrigation systems, drainage and subsurface drainage systems and base aggregate placement and compaction. Provide a listing of all construction contracts (whether completed or in progress) entered into or performed by the subcontractor within the past five years for projects similar in scope, time and complexity to the work called for under this Contract; include the names of the contracts, and the names and contact information of the owners.

Specialized Landscaping has provided documentation for 8 projects completed or in progress in the time period 2007-2012, meeting the requirements for construction of field projects for a period of 5 years. Within those 8 projects, the following specific projects have been completed within the past 2 years:

1. Olympic View-Bagley Elementary School (2011).
Work Completed – Field Subgrade Establishment, Field Drainage, import and grading of topsoil and/or sand for field and Washwater/Irrigation.
Work was successfully completed as documented by the General Contractor, Western Ventures Construction.
2. First Creek Middle School (2010).
Work Completed – Field Subgrade Establishment, Field Drainage, Field Permeable Aggregate and Washwater/Irrigation.
Work was successful completed as documented by DA Hogan.
3. Genesee Playfield #1 Renovation (2011).
Work Completed – Field Subgrade Establishment, Field Drainage, Field Permeable Aggregate and Washwater/Irrigation.
Work was successful completed as documented by City of Seattle Parks.
4. Federal Way Cinder Fields (2011).
Work Completed – Field Subgrade, Grading, Import and Grading of Topsoil, Field Washwater/Irrigation, seeding/sod.
Work was successful completed as documented by City of Federal Way and the design consultant.
Work includes improvements on 6 fields, ranging from 45,000 SF to 90,000 SF. ,
5. Lake Washington High School Softball Field (2012).
Work Completed – Partial Field Drainage, Field / Root zone sands and Washwater/Irrigation.
Work is currently in progress as documented by DA Hogan

Exhibit 2

The other 3 project examples submitted were completed during 2007-2009 and do not meet the qualification requirements of projects completed in the past 2 years.

Based upon the information provided by Specialized Landscaping, the qualification requirement of five full size fields completed in the past 2 years including Field Subgrade Establishment, Field Subsurface Drainage, Field Permeable Aggregate, and Field Washwater and Irrigation has been satisfied. Each reference has been contacted with a positive response for the work completed.

Based upon the documentation provided, I recommend the Eastlake High School Baseball Field Renovation project be awarded to Specialized Landscaping including the Base Bid and Turf Option #1 in the amount of \$1,445,250, plus Additive Alternates as funding allows or provided by others.

Please contact me if you have any questions regarding this recommendation.

COUNCIL MINUTES

Regular Meeting April 16, 2012

Mayor Tom Odell called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present: Mayor Tom Odell, Deputy Mayor John James, Councilmembers John Curley, Don Gerend, Ramiro Valderrama, Tom Vance and Nancy Whitten.

Staff present: City Manager Ben Yazici, Public Works Director Laura Philpot, Finance Director Joe Guinasso, Administrative Sergeant Jessica Sullivan, Deputy Director of Finance Chris Gianini, City Attorney Bruce Disend, and Administrative Assistant to the City Clerk Lita Hachey.

Roll Call/Pledge of Allegiance

Roll was called. Deputy Mayor John James led the pledge.

Approval of Agenda

MOTION: Councilmember Valderrama moved to approve the agenda. Deputy Mayor James seconded. Motion to approve the agenda carried unanimously 7-0.

Student Liaison Reports

- **Eastlake High School – Felipe Concha**
Felipe reported that Eastlake returned from Spring Break two weeks ago. The Commons area is torn down for renovations and there is now a new auxiliary gym. Things are pretty chaotic with the construction going on. AP testing will begin in May. Spring sports have begun which include, girls tennis, soccer, baseball and softball. Tomorrow night is Eastlake's unplugged musical event. The Plateau Pink cancer fundraising event is coming soon in conjunction with Eastside Catholic and Skyline. This event helps raise money for the Susan G. Komen Race for the Cure. The Relay for Life walkathon is on May 19th and there are 50 teams signed up. This is another good event to raise cancer awareness. The elections for next year's ASB officers are this week and Felipe is running for ASB President.

Presentations/Proclamations

- **Finance Year End Report –**
Director of Finance, Joe Guinasso, gave a staff report (presentation available on the city website at www.ci.sammamish.wa.us)
Mr. Guinasso discussed the 2011 year-end report plus the 2012-13 biennial budget proposals; 1st Quarter Expenditure summary; Sammamish has maintained our AAA Bond rating and a stable financial outlook affirmed. City Manager Ben Yazici complimented the Finance department and all of the City's departments. Mayor Odell commented that this was a great report.

Public Comment

Anh Vo, SAMMI President, Ms. Vo thanked the City of Sammamish for its support of the SAMMI Awards Foundation and gave an update on this years' SAMMI awards program. This past year there were over 3,000 volunteer hours of support. At the Awards ceremony, the Girls scouts were involved in the silver awards. Over 500 people attended the SAMMI performance. Also present with Anh Vo were SAMMI board members: Secretary, Kathy Anderson, past Executive Director, Cary Young and Art Committee Chair, Connie Rosen. Nominations are open for 2013.

Julio Velela, Campaign staffer for Jacob Bond, Jacob Bond is running for the House of Representatives, District 45 legislative. They would like to get involved in the Sammamish community. He is aware of the new ordinance for soliciting in Sammamish and will abide by the rules. Please contact Julio if you have any questions.

City Manager Ben Yacizi requested that the Police Report be moved up on the agenda into the presentations section.

➤ **Police Report**

Sammamish Police Dept. Administrative Sergeant Jessica Sullivan gave a staff report (*presentation available on the city's website at www.ci.sammamish.wa.us*).

Sergeant Sullivan gave an overview of the department, the goals, traffic enforcement and crime statistics. A new detective position was added last September and she discussed Crime Prevention – Block Watch; Reserve Officer Program; Cost Comparison – Sammamish is the lowest per capita for police services. The King County East Precinct will be moving into the 2nd Floor of City Hall this week. Police Explorers, a youth program, is an option for the future. Sammamish has a very low crime rate and City Manager Yacizi stated it was a testament to our Police force here in Sammamish.

Consent Calendar

Payroll for the period ending March 31, 2012 for pay date April 5, 2012 in the amount of \$265,790.29

Approval: Claims for period ending April 16, 2012 in the amount of \$1,129,952.90 for Check No. 31774 through No. 31923

Contract: Transportation Comprehensive Plan Update/David Evans

Contract: On-Call Tree Removal - Swift Tree Care 2012

MOTION: Councilmember Gerend motioned to approve consent calendar. Deputy Mayor James seconded. Motion carried unanimously 7-0.

Unfinished Business – None

New Business

Ordinance: First Reading Repealing Chapters 17.05 And 22.10 Of The Sammamish Municipal Code And Placing Those Regulations In Title 46 Of The Municipal Code For The Purpose Of Consolidating All Parking Regulations Into A Single Title Of The Municipal Code.

Director of Public Works, Laura Philpot and Sammamish Police Sgt. Peter Horvath gave a staff report (*presentation available on the city's website at www.ci.sammamish.wa.us*).

Ms. Philpot reviewed the existing parking regulations and the proposed revisions to these regulations. She also discussed the restriction of parking in bike lanes. A draft map of the existing designated bike lanes was distributed to Council. Councilmember Curley would like to know how many parking tickets were issued per year. Sgt. Horvath stated that 41 parking tickets were issued last year, 61 warnings for parking and 62 other dispositions (where no violation was found or vehicle gone) for a total of 164 parking violations reported.

Deputy Mayor James asked about the SE 20th Street, minor arterial. Parking has not been an issue in the bike lanes along SE 20th. He suggested it is important to not affect parking in areas where we would like to place bike lanes. City Manager Yazici stated that during design phases the city does ask the neighborhoods for comments/input at public meetings.

Councilmember Valderrama asked about the signage in bike lanes. Sergeant Horvath stated it is understood that parking in bike lanes are not allowed.

Mayor Odell discussed parking restrictions in residential areas and limiting on-street parking. He stated parking on the sidewalks should also be noted in this ordinance. Parking on sidewalks is illegal in Washington State. With the reserve officer program we will have more staff to deal with these offenses in the future.

Public Hearing was opened on the draft ordinance consolidating parking regulations at 7:35 pm and will continue to the May 1, 2012 Regular Council Meeting. There were no comments.

Executive Session – Property Acquisition pursuant to RCW 42.30.110(1)(b)

Council retired to executive session at 7:38 pm returning at 8:03 pm. No action was taken.

Council Reports

- Councilmember Valderrama -. He has attended the first Finance Committee meeting.
- Councilmember Don Gerend- Attended two meetings last week, the Puget Sound Regional Council Transportation Policy Board and Eastside Transportation Partnership. He attended the Finance committee and was elected the Chair. The next Finance meeting will be in June. He attended the Haiku in the Park last weekend.
- Councilmember Nancy Whitten- Attended Council Open hours with Mr. Valderrama and Mr. Curley. There were two main speakers; Jim Stanton, SE 48th, off of Issaquah-Pine Lake Road SE, requested to be considered for the overlay projects. Requested a light at this intersection. These issues need to be added to the on 2013-14 Biennial Budget discussions.
- Councilmember John Curley-reported on the Boys and Girls Club Annual 5K race on Sunday 22nd.

- Deputy Mayor John James-reported on the Eastside Transportation Partnership meeting. Reminder to RSVP for the Habitat for Humanity breakfast this Wednesday, April 18th.
- Mayor Tom Odell- reported on the opening day of Little League events this past weekend. Issaquah School District Bond issue is going to ballot tomorrow, April 17th, please go out and vote.

City Manager Report

- City Manager Yazici reported Deputy Chief Greg Tryon’s wife, Amy passed away. She was a former Eastside Fire and Rescue firefighter and a U.S. Olympic Equestrian.

Adjournment

Meeting adjourned at 8:14 pm

Lita Hachey, Administrative Assistant
to the City Clerk

Thomas T. Odell, Mayor



STUDY SESSION NOTES

Joint Study Session with Planning Commission May 8th, 2012

Mayor Odell opened the joint study session with the Planning Commission and the Sammamish City Council at 6:30 p.m.

Open Study Session

6:30 pm

Public Comment

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.

Gregory Kipp, 3011 211th Avenue NE – Has regularly been attending Planning Commission meetings on the ECA update. In February he asked how the city calculates allowable density on acreage on property in the critical areas be included in the scope that they are undertaking. Currently the allowable density is calculated after the critical area acreage is taken out. He believes this should be addressed at this time in this study.

Reid Brockway, 167 East Lake Sammamish Shore Lane NE – He feels the primary objective should be to fix the inequities in the code, particularly the imbalance between environment and human priorities. This fix should be more than a tweak as major code amendments are needed. The known topics and schedule was prepared by staff without public involvement and he feels important issues will be missed and this should not be allowed to happen.

Dave Augenstein, 723 212th Avenue SE – He is president to the Eastlake Baseball Booster club and he is disappointed and concerned about the Eastlake baseball field. There is a conflict with scheduling and with Fall ball and the fees that they will have to pay. Mayor Odell requested that City Manager Ben Yazici follow up with this scheduling issue.

Linda Eastlick, P.O. Box 2574, Issaquah – With regards to the ECA regulations and process, she is disappointed with the reports from the scientists. The citizens were hoping to see a mapping from the best available science for the recommendations and she is not seeing this happening.

Ilene Stahl, 21553 SE 28th Lane – Friends of Pine Lake – They are frustrated with the ECA process for the following reasons. 1. That the Planning Commission feels it is an independent body that can act without the guidance of staff and limitations from City Council. We need a clearly guided process that the public can understand. 2. Public Comments are 7 minutes long and takes a large amount of time. It discourages the general public from participating.

David Gee, 22201 NE 28th Place – presented a brief PowerPoint presentation. He would like to applaud the process and appreciates the efforts of the Commission and staff. He supports the best available science to protect the functions and values of critical areas.

Jim Osgoode, 19662 SE 24th Way, He feels the process with the Planning Commission is going very well. His only concern is that consultants aren't looking at the best available science before 2005 and only looking at new information.

Bob Sorensen, 22609 NE 2nd Street – Thanked the Planning commission and staff and feels the process is going well. The reports from the consultants and the best available science refer to the buffers and he hopes there is another way and avoid the buffer mentality.

Topics

1. Environmentally Critical Areas (ECA) Review Process
2. Transportation Comprehensive Plan Amendment/Level of Service Study/Transportation Impact Fees
3. King County Metro Alternative Service Plan

Adjournment

10:10 pm

COUNCIL  **MINUTES**

Special Meeting
May 14, 2012

Mayor Tom Odell called the special meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present: Mayor Tom Odell, Deputy Mayor John James, Councilmembers John Curley, Don Gerend, Ramiro Valderrama, Tom Vance and Nancy Whitten.

Staff present: City Manager Ben Yazici, Public Works Director Laura Philpot, Assistant City Manager/Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, Senior Planner Evan Maxim, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

Roll Call: Roll was called.

Pledge of Allegiance: Parks and Recreation Director Jessi Richardson led the pledge.

Approval of Agenda

MOTION: Deputy Mayor James moved to approve the agenda. Councilmember Curley seconded. Motion carried unanimously 7-0.

Presentations/Proclamations

Public Comment

Rose Mary Carrol, 20814 NE 26 Place, Friends of the Sammamish Library: Spoke regarding the King County Library Book sale which will be on Saturday, June 2nd in the library meeting room. Prices are good and selection is great. Donations will be accepted up to the date of the sale.

Ella Moore, 2731 204th Avenue SE, President of the Sammamish Heritage Society. She gave Council an update on the preparations for the Freed House move to the SE 8th Street Park. They have been contacted by Steve Mullin of the Snoqualmie Indian Tribe and he will be working with the society to coordinate cultural displays. She said they are \$171 short of their goal of \$80,000.

Claudia Haunreiter, 2813 230 Avenue NE. She spoke regarding the Home Business regulations. She thinks that proper safeguards could be put in place to protect neighbors from home businesses. She doesn't think these new regulations will cause a big change in the types of businesses that are in the city.

Consent Calendar

Payroll for the period ending April 30, 2012 for pay date May 4, 2012 in the amount of \$256,334.20

Ordinance: Second Reading Repealing Chapter 8.05 Of The Sammamish Municipal Code; And Establishing An Effective Date (O2012-324)

Resolution: Final Plat Tremont Subdivision (AKA Klineburger) (R2012-493)

Resolution: Final Acceptance/Beaver Lake Lodge Repair/Thornberg Construction (R2012-494)

Bid Award: Evans Pond Stairway Project/Thornberg Construction

Approval: Minutes for May 1, 2012 Regular Meeting

MOTION: Councilmember moved to approve consent calendar. Councilmember seconded. Motion carried unanimously 7-0.

Public Hearing

Ordinance: Second Reading Adopting The 2012 Park Recreation And Open Space (Pro) Plan (O2012-325)

Mayor Odell opened the Public Hearing 6:45 pm.

Pauline Cantor, Chair of the Parks and Recreation Commission, She feels the PRO Plan is a very good and collaborative effort. Though she feels the plan is very good, she still feels there have been some unanswered questions. One question is how many parks are enough? How walkable are our parks for the residents? The Commission will continue to study these issues and bring further recommendations to the Council. The Commission supports the following City Council recommendations: inclusion of the objective on urban forests; keeping the community aquatic center in the for front; feasibility of a field house; keeping the two trail connectors in the 2013 CIP Budget year, SE 8th Street Park in the 2013/2014 CIP budget years; design developments for the Beaver Lake water front restroom and shoreline improvements in the 2013/2014 CIP Budget year. She then offered some personal opinions regarding the Washington Recreation & Park Association Conference in May held in Bellevue. The City of Sammamish won the best park design award for Evans Creek Park.

Public Hearing closed at 6:52 pm.

MOTION: Councilmember Gerend moved to approve the ordinance (O2012-325) adopting the PRO Plan as previously amended. Councilmember Vance seconded. Motion carried unanimously 7-0.

Deputy Mayor James asked City Manager Ben Yazici about the cost associated with lighting the new fields that will be put into the Issaquah School District. Mr. Yazici said that this is possible but does require some public input and dialogue with the School District. The estimated cost would be around \$300,000 per field. He is supportive of the plan but he encouraged adding multi-use facilities.

MOTION: Councilmember Valderrama moved to amend the PRO by moving \$400,000 for SE 8th Street Park Phase 1 from 2014 to 2015. Councilmember Whitten seconded. Motion failed 2-5 with Mayor Odell, Deputy Mayor James and Councilmembers Gerend, Vance and Curley dissenting.

Ordinance: Second Reading Amending The City Of Sammamish Comprehensive Plan By Deleting Appendix C And Replacing It With A New Appendix C Containing Specific Chapters Of The 2012 Park Recreation And Open Space Plan (O2012-326)

Public Hearing opened at 7:11 pm and closed with no public comment.

Assistant City Manager/Director of Community Development Kamuron gave a short staff report.

MOTION: Deputy Mayor James moved to approve the ordinance (O2012-326) adopting the amending the City of Sammamish Comprehensive Plan. Councilmember Valderrama seconded. Motion carried unanimously 7-0.

Ordinance: Second Reading Adopting Provisions To Amending Home Business Definitions, Standards, And Permitted Use Table As Codified Into Chapters 15, 20, And 65 Of Title 21a Of The Sammamish Municipal Code (O2012-327)

Mr. Gurol introduced Senior Planner Evan Maxim who showed a PowerPoint presentation (available on the city's website at www.ci.sammamish.wa.us)

Public Hearing opened at 7:23 pm

Jamie McKay, 3326 217th PI NE, She owns a warm glass studio business. She had to go through a pretty extensive process (Conditional Use Process). Staff is doing due-diligence when reviewing Type 2 Businesses. She is concerned about the limitation on the hours. Thinks 9:00 pm is not unreasonable.

Susan Henefield, 1225 244th Avenue NE, Accents Etc. Gift Baskets, She owns a gift basket business that she runs out of her home. She explained that sales tax only goes to the city when merchandise is picked up in the city. She does not feel that their business is overly impacting the neighborhood. She encouraged Council to set the hours as late as possible. She also encouraged being able to sell goods that are not produced on site.

Jim Osgoode, 19661 SE 24th Way, He owns a home business that has no impact on the neighborhood. He has concerns that each home will be limited to only one home business. As long as the businesses do not exceed the base requirements, they should be considered compatible.

Public Hearing closed at 7: 32pm.

MOTION: Councilmember Gerend moved to approve the ordinance amending the Home Business regulations. Councilmember Vance seconded. Motion carried

AMENDMENT: Councilmember Gerend moved to approve amendment to section 21A.15.605(f) in Option #1 as presented in the packet material Exhibit #2. Councilmember Vance seconded. Motion carried unanimously 7-0.

AMENDMENT: Councilmember Gerend moved to accept the amendment to section 21A.65.050(5)(e) as proposed in Option #1. Councilmember Curley seconded. Motion carried unanimously 7-0.

AMENDMENT: Councilmember Gerend moved to accept the amendment as proposed in Option #2 (deleting item d) deleting section A. Councilmember Curley seconded. Motion failed 2-5 with Mayor Odell, Deputy Mayor James, Councilmembers Valderrama, Whitten, and Vance dissenting.

MOTION: Councilmember Gerend moved to remove subsection b from the prohibited businesses in Option #2. Councilmember seconded. Motion failed 3-4 with Mayor Odell, Deputy Mayor James, Councilmembers Vance and Whitten dissenting.

MOTION: Councilmember Gerend moved to removed subsection d from the list in Option #2. Councilmember Vance seconded. Motion carried 5-2 with Mayor Odell and Councilmember Whitten dissenting.

MOTION: Councilmember Whitten moved to add the words “In Doors” in subsection g of Option # 2. Mayor Odell seconded. Motion failed 2-5 with Deputy Mayor James and Councilmembers Valderrama, Curley, Vance and Gerend dissenting.

MOTION: Mayor Odell moved to add a subsection to include outdoor storage of automobiles, boats recreational vehicles as prohibited. Councilmember Curley seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Whitten moved to postpone this ordinance indefinitely to have additional public involvement and perhaps form a committee to study this. Councilmember Odell seconded. Motion failed 2 – 5 with Deputy Mayor James and Councilmembers Valderrama, Gerend, Curley and Vance dissenting.

MOTION: Mayor Odell moved to add a prohibition in Option #2 to carpentry shops and stone polishing businesses. Councilmember Whitten seconded. Mayor Odell withdrew the motion.

MOTION: Councilmember Whitten wanted to add a prohibition against any businesses that generate or store significant amounts of hazardous waste to 21A.65.050(2)(e) Option # 2. Motion carried unanimously 7-0.

AMENDMENT: Councilmember Vance moved to approve Option #3 by changing the hours from 9am to 8 pm. Monday through Friday. Councilmember Whitten seconded. Motion failed 3-4 with Deputy Mayor James and Councilmembers Curley, Gerend and Valderrama dissenting.

AMENDMENT: Deputy Mayor James moved to amend the hour to 9 am – 7 pm every day. Mayor Odell seconded. Motion failed 2-5 with Councilmembers Vance, Curley, Valderrama, Whitten and Gerend dissenting.

AMENDMENT: Councilmember Whitten moved to amend 21A.65.050(4)(b) to include vibrations. Mayor Odell seconded. Motion carried unanimously 7-0.

AMENDMENT: Councilmember Whitten moved to amend 21A.65.050(4)(c) to read “compatible with surrounding uses.” Councilmember Vance seconded. Motion carried 7-0.

AMENDMENT: Councilmember Whitten moved to amend 21A.65.050(4) (f) by deleting the last line. Councilmember Gerend seconded. Motion failed 2-5 with Gerend and Whitten in support.

AMENDMENT: Councilmember Vance moved to amend 21A.15.605 Option # 4 by adding no home business shall exceed 50% of the area of the residential dwelling. Councilmember Curley seconded. Motion unanimously 7-0.

AMENDMENT: Councilmember Vance moved to strike the word single in Option # 5. Councilmember Valderrama seconded. Motion carried unanimously 7-0.

AMENDMENT: Councilmember Vance moved to approve Option # 6 highlighted area as written. Councilmember Curley seconded. Motion unanimously 7-0.

AMNDMENT: Councilmember Whitten would like to add light and vibration to section d. Councilmember Curley seconded. Motion unanimously 7-0.

MOTION: Councilmember Vance moved to extend the meeting until the agenda business has been completed. Councilmember Valderrama seconded Motion carried 7-0

AMENDMENT: Councilmember Vance moved to accept Option # 7 but amending (a)(i) to say compatible with existing uses. Councilmember Curley seconded. Motion carried unanimously 7-0.

AMENDMENT: Councilmember Vance moved to accept Option # 8 limiting it to all businesses within the resident (staff will develop appropriate wording) as written. Councilmember Curley seconded. Motion carried unanimously 7-0.

Main Motion carried as amended 6-1 with Councilmember Whitten dissenting.

Unfinished Business - None

New Business

Bid Award: 2012 Pavement Project – Overlays

Public Works Director Laura Philpot gave the staff report and a PowerPoint presentation (*available on the city's website at www.ci.sammamish.wa.us*).

MOTION: Councilmember Gerend moved to authorize the City Manager to award and execute a contract with Watson Asphalt for construction of the 2012 Pavement Overlay Project in an amount not to exceed \$3,289,764.37 and to administer a 5% construction contingency in an amount not to exceed \$164,488.00. Councilmember Curley seconded. Motion carried unanimously 7-0.

Resolution: Final Acceptance King County Sheriff's Office Tenant Improvements/Kirtley Cole (R2012-495)

Director of Administrative Services Mike Sauerwein gave the staff report and gave a PowerPoint presentation (*available on the city's website at www.ci.sammamish.wa.us*).

MOTION: Councilmember Gerend moved to approve the resolution accepting the King County Sheriff's Office Tenant Improvement Project as complete. Councilmember Curley seconded. Motion carried unanimously 7-0.

Council Reports

Councilmember Valderrama attended the Eastside Fire & Rescue Board Meeting.

Deputy Mayor James reported on the Eastside Transportation Partnership meeting.

Councilmember Vance attended the Suburban Cities meeting.

MOTION: Councilmember Gerend moved to appoint Voting Delegates to AWC will be Councilmember Don Gerend, Councilmember Tom Vance and Mayor Tom Odell. Councilmember Curley seconded. Motion carried 7-0

City Manager Report

- ~~Memo: 228th Avenue Operation Analysis~~
- ~~Memo: Level of Service~~
- ~~Memo: Stormwater Neighborhood Projects~~
- Community Center Update – Councilmember John Curley motioned to form ad hoc committee to work with the City Manager and the YMCA (Mayor/Deputy Mayor/Chair of Finance Committee). Motion carried 7-0.
- ~~Emergency Plan Update~~

Executive Session – If Necessary

Meeting adjourned at 10:25 pm

Melonie Anderson, City Clerk

Thomas T. Odell, Mayor



City Council Agenda Bill

Meeting Date: June 5, 2012

Date Submitted: May 30, 2012

Originating Department: Parks and Recreation

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 type="checkbox"/> Public Works

Subject: Review site alternatives for the community garden

Action Required: Confirm the location of the community garden

Exhibits: Site Plan – Beaver Lake Park Community Garden

Budget: \$200,000 has been allocated in the 2011-2012 budget (Parks CIP) for the design and construction of the community garden at Beaver Lake Park

Summary Statement:

Upon adoption of the Master Plan in 2010, the City Council allocated funding toward the development of a community garden at Beaver Lake Park. The garden is to be located north of the off leash area and within the power line easement.

Staff completed the community garden design in October 2011 and submitted the plans to the Bonneville Power Administration (BPA) for approval.

City staff were notified in January 2012 that the BPA permit was going to be delayed. The delay was due to the fact that a PSE gas line was constructed in the wrong location within the same power line easement. While the gas line was constructed years ago and does not directly impact the community garden project, BPA felt that further investigation was needed before additional permits were issued within the easement. To date, this issue has not been resolved.

As part of this project, a community garden steering committee was formed in 2011 to assist with project development and provide guidance to the city on operations of the garden. The steering committee has been working on the policies and operations plan for the community garden since early 2011 and are anxious to begin construction on the project. Due to the delay, they have asked the City Council to consider an alternative site to keep the project moving forward.

Background:

The steering committee has proposed a location in the Lower Sammamish Commons as the site for the community garden. This location would be near the Lower Commons entrance off of 222nd Place SE, adjacent to the storm water gardens and parking lot. While this site has not been studied by staff,



City Council Agenda Bill

parking is available and the proposed location is considerably less sloped than the Beaver Lake site, reducing or possibly eliminating the need for retaining walls and terracing. Although irrigation exists in the Lower Commons, the addition of a community garden may require a new water meter connection. This connection is speculative as the project has not been discussed with the Sammamish Plateau Water and Sewer District.

The master plan for the Sammamish Commons does not include a community garden in the Lower Commons. If the City Council prefers the Lower Sammamish Commons site as the location for the community garden, we will need to conduct a public process to present this project to the adjacent neighbors and the community at large before a final location is confirmed by the City Council.

Financial Impact:

\$200,000 has been allocated in the 2011-2012 budget (Parks CIP) for the development of a community garden at Beaver Lake Park.

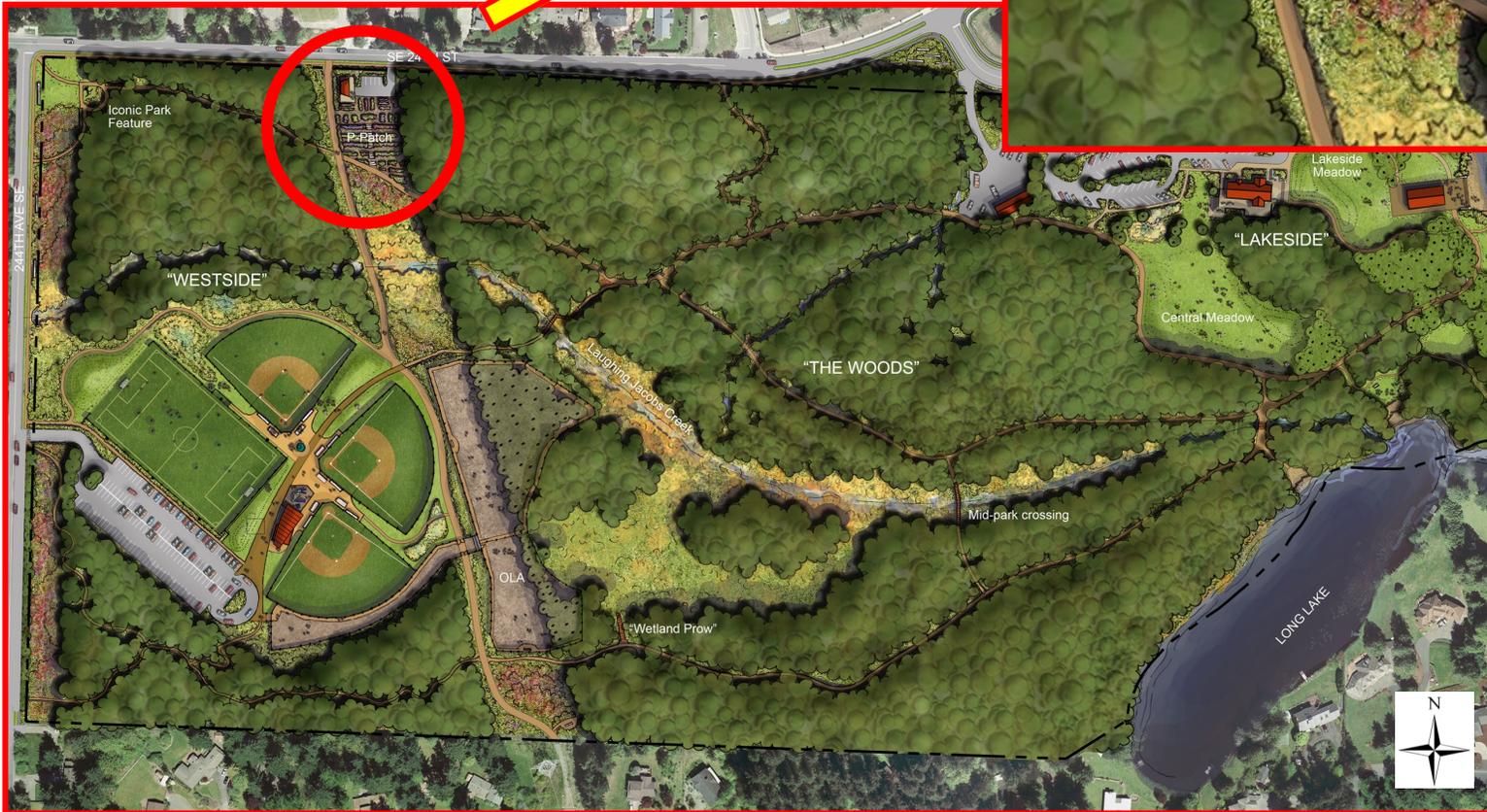
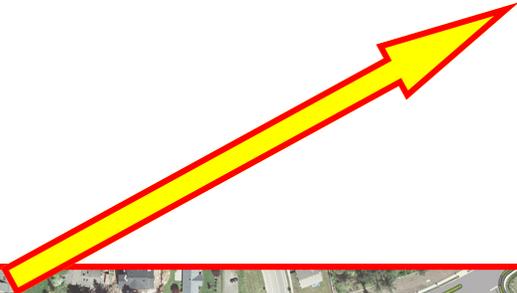
Recommended Motion:

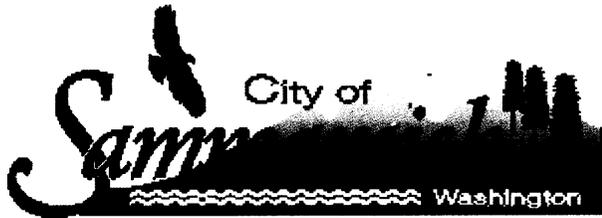
Provide direction on one of the three options:

1. Confirm the Beaver Lake site as the location for the community garden.
2. Confirm the Lower Sammamish Commons site as the location for the community garden. It should be noted that we do not currently have the staff resources to complete a public process for this project in 2012. If the desire is to expedite this project, the City Council will need to revisit the list of current parks projects and reprioritize the work plan for 2012.
3. Postpone further discussion of this project until a decision is rendered by BPA and revisit the project during the 2013-2014 budget discussions this fall.

Site Plan

Beaver Lake Park Community Garden





Memorandum

DATE: May 14, 2012

TO: City Council
Ben Yazici, City Manager

FROM: Laura Philpot, PE; Public Works Director 

RE: Transportation Comprehensive Plan, Level of Service and Impact Fees Post Study Session Recap

At the City Council/ Planning Commission joint study session on May 8, 2012 staff provided a detailed history of our Transportation Program. In addition, the City's consultant gave a detailed explanation of the city's transportation model and shared the results from the most current calibration efforts.

The background was provided to help illustrate the steps required to make modifications to the City's transportation project list (projects that are required to meet the capacity needs to serve future growth). Staff presented four options for modifying the city's transportation project list and shared some of the pros and cons for each of the options. These options were based on the assumptions that the City maintains the current methodology for calculating level of service and the current methodology for calculating the traffic impact fee amounts.

The four options presented were:

1. Remove desired existing project from the project list and run model to see if alternative projects can be added to system to meet future capacity needs to maintain concurrency. This option was tested prior to the meeting on May 8, 2012. The test removed the future phases of East Lake Sammamish Parkway. The system (based on current policies) failed in future years.
2. Adjust the city's level of service standards system wide.
3. Assign unique level of service standards for specific corridors that differs from the rest of the city.
4. Look at new ways of averaging capacity, e.g. adding a screen line across the north end of the city and averaging the capacity of ELSP, Sahalee and 244th Ave NE

Staff recommended that option four (4) be explored in more detail by the Planning Commission to provide guidance to the City Council following the schedule outlined below:

- ✓ JULY Meet with Planning Commission
- ✓ OCTOBER Hold joint Planning Commission/City Council public hearing
- ✓ NOVEMBER Council adopts any necessary modifications as part of the 2013/2014 budget

Direction Received from City Council

- ✓ Planning Commission will not begin to address this issue until they have completed and handed over the Environmentally Critical Area work to the City Council later this year.
- ✓ City Council will not pass this work onto the Planning Commission without providing clear direction.
- ✓ The City Council requested staff continue the discussions at a future Council Study Session to narrow and refine the scope of work for Planning Commission.
- ✓ The City Council requested that staff follow a schedule that would allow any desired comprehensive plan amendments to be made during the 2013 Annual Comprehensive Plan update.



Memorandum

DATE: May 14, 2012

TO: City Council
Ben Yazici, City Manager

FROM: Laura Philpot, PE; Public Works Director 

RE: Neighborhood Drainage Projects Post Study Session Recap

At the City Council study session meeting on April 10, 2012 staff presented an overview of the progress with the neighborhood drainage projects. The specific neighborhoods that were discussed were Inglewood, Tamarack and SE 24th Way. As part of the presentation/discussion, staff requested guidance from City Council on the next steps for the projects.

The following summarizes what staff understands as direction received during that discussion:

Inglewood Neighborhood Stormwater Project:

- Council was presented with three alternatives. The direction heard by staff was to continue with the preliminary design and estimate refinement for Alternative C. Alternative C takes the flow down the existing Right of Way of Inglewood Hill Road to the outfall that was created for the East Lake Sammamish Parkway NE Project.
- Partial water quality treatment should be included. This includes treating water collected from any new laterals before the water enters the trunk line. This can be accomplished by using catch basin filters.
- Water quality treatment at the end of the pipe is not being included in the project at this stage. Council would like the project design to consider future end of pipe water quality treatment options.

Tamarack Neighborhood Stormwater Project:

- Council was presented with three alternatives. Alternatives B and C were very close in regards to construction costs. Each with their own unique challenges. Council directed staff to meet with affected property owners and select the alternative that is in the best interest of the City. Once staff determines the optimum alternative the project should move into preliminary design and estimate refinement. The one alternative that was eliminated was Alternative A that proposed a cross-basin transfer to Inglewood Creek.

- Water quality treatment at the end of the pipe is not being included in the project at this stage. Council would like the project design to consider future end of pipe water quality treatment options.

SE 24th Way Neighborhood Stormwater Project:

- The initial work for SE 24th Way was presented. No alternatives were shared at this time as the SE 24th Way neighborhood was recently added into the process. Council concurred that staff should continue to work to develop and evaluate alternatives and cost estimates.
- Staff will bring SE 24th Way Neighborhood Stormwater Project back to City Council at a future study session for further review and direction.

Project Background:

During the development of the 2011/2012 budget, the City Council expressed interest in determining what would be needed to upgrade stormwater facilities in the Inglewood and Tamarack neighborhoods to resolve existing drainage problems and support future development. The Inglewood neighborhood is currently undergoing redevelopment on a lot-by-lot basis. The existing infrastructure does not support this type of ad-hoc residential in-filling. The Tamarack neighborhood has localized drainage problems in the vicinity of 209th Avenue NE and erosion in open ditches along NE 4th Street that convey water from the upslope neighborhood. Windward Environmental was hired in 2011 to assist staff in completing project development and conceptual design alternatives.

On November 8, 2011 staff presented the preliminary alternatives and findings associated with this work. During the presentation city staff recommended the addition of the neighborhood around SE 24th Way as it too is experiencing drainage problems and the potential for greater challenges with increasing development pressure. City Council concurred and the contract with Windward was later amended on April 3 to include this area to the preliminary design work being done at the other two locations on the west side of the city.



Memorandum

DATE: May 14, 2012

TO: City Council
Ben Yazici, City Manager

FROM: Laura Philpot, PE; Public Works Director 

RE: 228th Avenue Operational Analysis Post Study Session Recap

At the City Council study session on April 10, 2012 staff presented the results from the 228th Avenue Operational Analysis that was conducted in response to concerns about peak hour delays and left turn storage issues along the 228th Avenue corridor. As part of the presentation/discussion, staff provided recommendations for long term modifications, short term modifications and requested guidance from City Council on next steps.

The following summarizes what staff understands as direction received during that discussion:

NE 28th Ave & Sahalee Way

The intersection of Sahalee and NE 28th Place does not meet traffic signal warrants as outlined by the *Manual of Uniform Traffic Control Devices (MUTCD)*. A long term solution may be to construct a roundabout at this intersection. Short term solutions may include some vegetation trimming to improve sight lines. City Council shared concerns regarding the high volumes of pedestrians using this intersection to cross Sahalee Way.

Action Items:

- Trim vegetation along Sahalee Way that may be impeding sight lines.
- Review options for pedestrian crossings including the rectangular-shaped rapid flash LED beacon system.

NE Inglewood Hill Road & 228th Ave NE

The intersection of Inglewood Hill Road and 228th Ave NE experiences congestion during the AM and PM peak hour. The City of Sammamish has a policy that this intersection may operate at a lower Level of Service (LOS) than the rest of the city. Adding capacity by increasing the intersection width is not a viable option. This would encroach on the adjacent businesses as well as increase the crossing distance for pedestrians. Short term solutions may include modifying the signal timing plans, restricting the northern most access to the boys and girls club to right in/right out, restricting the western most access to the Safeway shopping center (on NE 8th Street) to right in/right out and lengthening the left turn pockets at three of the four approaches. This intersection was not an ideal candidate for a roundabout.

Action Items:

- Although the traffic modeling predicted the shift in traffic due to the new access point being constructed at the north end of Eastlake High School, no physical changes will be considered to the intersection until after the new access is completed and we can measure the shift in traffic patterns.
- Staff should explore implementation of an “adaptive signal control” system. This would allow the traffic signals to adjust their signal timing based on traffic demands and increase traffic LOS and intersection capacity without adding widths.

SE 8th Street & 228th Ave SE

The intersection of SE 8th Street and 228th Ave SE is currently operating within acceptable LOS standards. Future expansion of the Sammamish Commons property could negatively impact the capacity and LOS of the intersection. The long term solution to meet future capacity needs could include the construction of a roundabout to replace the existing traffic signal. Other future improvements may include lengthening the left turn storage for the north and south directions.

Action Items:

- Continue to monitor the traffic during the AM and PM peak hours.
- Staff should explore implementation of an “adaptive signal control” system. This would allow the traffic signals to adjust their signal timing based on traffic demands and increase traffic LOS and intersection capacity without adding width or increasing the storage pockets for the left turn movements.

SE 20th Street & 228th Ave SE

The intersection of SE 20th Street and 228th Ave SE is currently operating within acceptable LOS standards. There are some localized queuing issues during the AM peak hour due to the concentrated flows associated with the student drop off at the nearby elementary school. These issues exist for a very short window of time and the signal operations quickly recover. The northbound to southbound U-turn conflict with the eastbound to southbound right turn continues to cause a safety concern that should be addressed. If long term capacity concerns are ever realized, this intersection is a candidate for a roundabout.

Action Items:

- Continue to monitor the traffic especially during the AM peak hour.
- Staff should explore implementation of an “adaptive signal control” system. This would allow the traffic signals to adjust their signal timing based on traffic demands and increase traffic LOS and intersection capacity without adding width or increasing the storage pockets for the left turn movements.
- The eastbound to southbound right turn on red should be restricted. This will minimize the conflicts with the U-turning vehicles without negatively impacting the intersection LOS.

SE 24th Street & 228th Ave SE

The intersection of SE 24th Street and 228th Ave SE is currently operating outside the acceptable LOS standards during the PM peak hour. This is primarily due to the fact that the left turn storage for the southbound left turn movement is not adequate. The vehicle queue ends up blocking the through lanes causing delay for the entire intersection. A long term solution for this intersection is to construct a

roundabout to replace the existing traffic signal. The short term solution is to extend the southbound left turn pocket to accommodate the traffic volume turning left.

Action Items:

- Initiate a small capital project to extend the left turn pocket for the southbound direction.
- Staff should explore implementation of an “adaptive signal control” system. This would allow the traffic signals to adjust their signal timing based on traffic demands and increase traffic LOS and intersection capacity in addition to the extension of the southbound left turn pocket.

Issaquah-Pine Lake Road & 228th Ave SE

The intersection of Issaquah-Pine Lake Road (IPLR) and 228th Ave SE is currently operating within acceptable LOS standards during both the AM and PM peak hours. Like SE 20th Street there are some concentrated queuing issues associated with the nearby middle school student drop off traffic. The recommended short term solution was to extend the eastbound and westbound left turn pockets, extend the outside existing lane on south leg and re-channelize the southbound right turn only as a thru plus right turn lane. It is predicted that future traffic volumes will cause this intersection to operate outside the acceptable LOS standards. When this occurs, Council may consider adding policy language to accept a lower LOS standard to avoid adding lanes or widening the crossing the distance for pedestrians. This intersection is not an ideal candidate for a roundabout.

Action Items:

- The direction was to hold off on implementing the short term solutions for the time being. Staff should continue to monitor the intersection, especially during the AM Peak hour before school begins.
- Staff should explore implementation of an “adaptive signal control” system. This would allow the traffic signals to adjust their signal timing based on traffic demands and increase traffic LOS and intersection capacity without making physical changes.

Summary

- ❖ Staff is actively looking for grant funding opportunities to implement a new adaptive signal control system. This is new emerging technology that would allow our individual traffic signals to “talk” to one another and detect changes in traffic patterns in real time. The system would then be able to adjust the signal timing immediately to meet the needs of the traveling public. The cost of this system is estimated to be approximately \$35,000 per traffic signal.
- ❖ Staff is working to initiate a project to extend the left turn pocket at SE 24th Street in the southbound direction. A capital project will be brought back to the City Council for approval once design is completed. This project should be under construction by the end of the 2012 calendar year.
- ❖ Staff is working to restrict the right turn on red at the SE 20th Street intersection. This will be done by the end of May 2012.
- ❖ Staff will work with maintenance crews to clear vegetation along Sahalee to increase sight lines from NE 28th Place.
- ❖ Staff will explore enhanced crosswalk features for NE 28th Place, crossing Sahalee Way and bring a project back to City Council for consideration.

