



# City Council, Regular Meeting/Study Session

## AGENDA REVISED

October 2, 2012

6:30 pm – 9:30 pm  
Council Chambers

### Call to Order

### Roll Call

### Pledge of Allegiance

### Approval of Agenda

### Student Liaison Reports

- Eastlake High School – Felipe Concha
- Eastside Catholic High School – Chad Brown

### Presentations/Proclamations

- Appointment: Naming Committee for SE 8<sup>th</sup> Street Park

### 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.*

### Consent Agenda

- Payroll for the period ending September 15 2012 for pay date September 20, 2012 in the amount of \$270,567.72
- 1. Approval: Claims for period ending October 2, 2012 in the amount of \$1,586,381.20 for Check No. 33077 through No. 33181
- 2. Bid Award: Sammamish Landing Phase 1C Construction Project/Lakeshore Marine Construction, Inc.
- 3. Contract: Sammamish Landing Phase 1C Contract Administration/Reid Middleton
- 4. Contract: On-Call HVAC/MacDonald Miller
- 5. Approval: Minutes for the September 4, 2012 Regular Meeting

### Public Hearings - None

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

**Unfinished Business - None**

**New Business**

6. Approval: 2012-2014 Human Service Grants

**Council Reports**

**City Manager Report**

**Executive Session – If necessary**

**Adjournment**

**STUDY SESSION**

2013-2014 Budget

- Parks & Recreation Department
- Facilities
- Public Works Department

**Close Study Session**

**AGENDA CALENDAR**

<b>Oct. 2012</b>			
Tues. 10/9	6:30 pm	Study Session	2013-2014 Budget - Administrative Services (Legal, Police, Fire) Economic Development Report Resolution: Defining Process for Expenditures of City Funds on Town Center Development 2013-2014 Budget - Affirm City Council List of Projects
Mon. 10/15	6:30 pm	Regular Meeting	Public Hearing: 225 <sup>th</sup> Avenue SE Street Vacation Public Hearing: Ordinance/First Reading School Impact Fees/LWSD, ISD, SVSD Budget Discussion Additions and Deletions from Council Ordinance: First Reading SWM Fees Resolution: Final Plat Montesino Estates (consent) Finalize Legislative List of Priorities (consent)
<b>Nov. 2012</b>			
Tues. 11/6	6:30 pm	Regular	Recognitions: Curley Award Winners Public Hearing: Ordinance/Second Reading: School Impact Fees/LWSD, ISD, SVSD Public Hearing/Ordinance: First Reading 2013-2014 Budget Public Hearing Ordinance: First Reading Property Tax Ordinance: Second Reading SWM Fees Resolution Salary Schedule
Tues. 11/13	5:30 pm	State Legislator Session	Dinner Meeting
Tues. 11/13	6:30 pm Time Approx.	Study Session	Report: Boys & Girls Club Transportation Level of Service Presentation: SE 8 <sup>th</sup> Street Park/Preferred Plan
Mon. 11/19	6:30 pm	Regular Meeting	Ordinance: Second Reading 2013-2014 Budget Ordinance: Second Reading Property Tax Resolution Fee Schedule
<b>Dec. 2012</b>			
Tues. 12/4	6:30 pm	Regular	Initiatives & Referendums Public Hearing Ordinance: First Reading CAO Sunset Clause extension Comprehensive Plan Annual Docket Report 2013-2014 Contracts (consent)
Tues. 12/11	6:30 pm	Study Session	Joint Meeting with City of Issaquah
Tues. 12/17	6:30 pm	Regular Meeting	Public Hearing/First Reading Collective Garden Moratorium Extension Ordinance: Second Reading CAO Sunset Clause extension
<b>Jan. 2013</b>			
Tues. 1/1	6:30 pm	New Years Day	City Offices Closed
Tues. 1/8	6:30 pm	Special Meeting	Second Reading Collective Garden Moratorium Extension
Tues. 1/15	6:30 pm	Special Study Session	Commission Interviews
Mon. 1/21	6:30 pm	Regular Meeting	Commission Appointments
<b>Feb. 2013</b>			
Tues. 2/5	6:30 pm	Regular Meeting	
Tues. 2/12	6:30 pm	Study Session	PC Hand Off: ECA Regulations

Mon. 2/18	6:30 pm	Regular Meeting	
<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>
Ordinance: Second Reading Puget Sound Energy Franchise		Joint Meeting/LWSD Joint Meeting/ISD	Cable TV Franchise
Surface Water Fees, Capital Improvement Project and Rates			

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

<< September

## October 2012

November >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 6:30 p.m. City Council Meeting	3 3 p.m. Sammamish Farmers Market 5:30 p.m. City Council Council Office Hour 6:30 p.m. Parks and Recreation Commission Meeting	4 6:30 p.m. Planning Commission Meeting	5	6
7	8	9 6:30 p.m. City Council Study Session	10	11 10 a.m. Volunteer Event - Meet & Greet	12	13 10 a.m. Art Fair - 6th Annual
14 10 a.m. Art Fair - 6th Annual	15 5:30 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting	16	17 6 p.m. Sammamish Youth Board Meeting	18 6:30 p.m. Planning Commission Meeting	19	20 9 a.m. Parks and Recreation Volunteer Opportunity 10 a.m. Sammamish Walks
21	22 6:30 p.m. Arts Commission Meeting	23	24	25 7 p.m. Jet City Improv	26	27
28	29	30	31 3 p.m. Halloween Happening			

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

<< October

## November 2012

December >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 6:30 p.m. <b>Planning Commission Meeting</b>	2	3
4	5	6 6:30 p.m. <b>City Council Meeting</b>	7 5:30 p.m. <b>City Council Council Office Hour</b> 6:30 p.m. <b>Parks and Recreation Commission Meeting</b>	8 10 a.m. <b>Volunteer Event - Meet &amp; Greet</b>	9	10 9 a.m. <b>Volunteer Event at Illahee Trail</b>
11	12 12 a.m. <b>Veterans Day</b> <b>City offices closed</b>	13 6:30 p.m. <b>City Council Study Session</b>	14 6 p.m. <b>Sammamish Youth Board Meeting</b>	15 6:30 p.m. <b>Planning Commission Meeting</b>	16	17
18	19 5:30 p.m. <b>Finance Committee Meeting</b> 6:30 p.m. <b>Arts Commission Meeting</b> 6:30 p.m. <b>City Council Meeting</b>	20	21	22 12 a.m. <b>Thanksgiving Holiday</b> <b>City offices closed</b>	23 12 a.m. <b>Thanksgiving Holiday</b> <b>City offices closed</b>	24
25	26	27	28 5:30 p.m. <b>City Holiday Lighting Ceremony</b>	29 6:30 p.m. <b>Planning Commission Meeting</b>	30	



## PROCLAMATION

**WHEREAS**, a recent Harris poll found that 79% of Americans support community planning; and

**WHEREAS**, the same poll found that 75% of all Americans agree that engaging citizens through local planning is essential to economic recovery and job creation; and

**WHEREAS**, community planning provides an opportunity for all our citizens to be meaningfully involved in making choices that determine the future of our community; and

**WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

**WHEREAS**, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the many contributions that community planning and implementation make to the quality of life, economic prosperity and environmental quality of American communities; and

**WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize and thank our residents who serve our community as members of our Planning Commission; and

**WHEREAS**, this celebration also provides the opportunity to recognize and thank our professional planning staff for their technical competence, ethical commitment, and dedication to public service; and

**WHEREAS**, this celebration also provides an opportunity to encourage our citizens to learn about and engage with the city's planning efforts that will keep Sammamish a great a great place to live, work, and play.

**NOW, THEREFORE**, I, Thomas Odell, Mayor of the City of Sammamish on behalf of the City Council and our community do hereby proclaim the month of October, 2012 as

## COMMUNITY PLANNING MONTH

**In the City of Sammamish**





# City Council Agenda Bill

**Meeting Date:** October 2, 2012

**Date Submitted:** September 25, 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:** Approving the formation of a park naming committee and appointing a City Council member to serve on the committee.

**Action Required:** Approve Committee

**Exhibits:** None

**Budget:** N/A

**Summary Statement:**

In 2010, the City approved a donation agreement with Mary Pigott for the future donation of three parcels of land for park use. The first land transfer was completed in 2011 and the new park is temporarily referred to as "SE 8<sup>th</sup> Street Park."

The executed donation agreement between the City and Ms. Pigott identifies a process for naming the park. It reads as follows:

*Donee shall not name or refer to the Property or any park thereon as "Frog Pond Farm," nor by any name or phrase including the names Mary Pigott or Pigott or Roger Giesecke or Giesecke. In addition, the Donor desires that the city use a public process to select any name by which the Property or any park thereon will be referred, including the following components:*

- a. *The Mayor shall appoint a committee to develop a list of three to five potential names for the City Council's consideration. The list shall briefly state why the committee selected each name. The committee may solicit nominations from the community.*
- b. *In developing the list, the committee should consider the following guidelines:*
  - 1. *The name should be known and significant to the City residents,*
  - 2. *The name should not conflict with the names of other places or parks within the City or surrounding communities, and*
  - 3. *The names of living persons should be avoided unless circumstances warrant an exception.*



# City Council Agenda Bill

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Staff met with Ms. Pigott earlier this year to discuss the formation of the naming committee. Ms. Pigott suggested a committee of no more than five people to include herself, a city council member, an adult representative from the community, a youth representative from the community, and a staff member. Ms. Pigott also asked that the make-up of the committee reflect the diversity of the Sammamish community.

Based on Ms. Pigott’s direction, staff are recommending the following be appointed to the park naming committee:

1. Mary Pigott, Land Donor
2. \_\_\_\_\_, City Council Member
3. Sunita Dublish, Community Member and City Volunteer
4. Kazue Yoshida, Chair of the Sammamish Youth Board
5. Linda Frkuska, Deputy Parks Director

Once appointed, the committee will begin their work with the goal of making a recommendation to the City Council by the end of the year. The recommendation will likely include three to five potential park names for council consideration.

**Additional Background:**

At the request of Ms. Pigott, the City partnered with the library and hosted a “park naming campaign” this past summer. In addition, staff visited local elementary schools last spring and compiled a list of ideas from local youth. Approximately 100 park name ideas have been received thus far. It will be the discretion of the committee to determine whether or not they’d like to work from the current list of suggested names or resume the campaign.

**Financial Impact:**

None.

**Recommended Motion:**

Approve the formation of the park naming committee and appointment the following members to serve on the committee:

1. Mary Pigott, Land Donor
2. \_\_\_\_\_, City Council Member
3. Sunita Dublish, Community Member and City Volunteer
4. Kazue Yoshida, Chair of the Sammamish Youth Board
5. Linda Frkuska, Deputy Parks Director



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** September 27, 2012  
**RE:** Claims for October 2, 2012

\$ 45,979.20  
 1,224,819.48  
 10,651.20  
 304,931.32

### Top 5 Expense Items in Packet

Specialized Landscaping	\$586,231.42	EHS Baseball Field
King County Sheriff	\$374,101.33	Police Services August 2012
Award Construction	\$258,904.20	NE 8th/233rd Roundabout
King County Water & Land	\$75,272.86	Debt Service 1996/1999 & SWM Fees 1/1/12 - 6/30/12
ANM Electric	\$42,433.57	Fire Station Generator

	45,979.20 +
	1,224,819.48 +
	10,651.20 +
	304,931.32 +
<b>TOTAL: \$ 1,586,381.20</b>	<b>1,586,381.20 *</b>
Check # 33077 through # 33181	

Accounts Payable  
 Check Register Totals Only

User: mdunham  
 Printed: 9/20/2012 - 9:31 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
33077	09/20/2012	ANI	ANI Administrators NW Inc	1,566.73	0
33078	09/20/2012	CHAP13	Chapter 13 Trustee	1,100.00	0
33079	09/20/2012	ICMA401	ICMA 401	33,328.95	0
33080	09/20/2012	ICMA457	ICMA457	7,083.52	0
33081	09/20/2012	USPOST	U.S. Postal Service	2,900.00	0
				<hr/> <hr/>	
Check Total:				45,979.20	
				<hr/> <hr/>	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 9/26/2012 - 10:26 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
33082	10/02/2012	ALPINE	Alpine Products, Inc.	289.57	0
33083	10/02/2012	ANI	ANI Administrators NW Inc	342.00	0
33084	10/02/2012	ANM	ANM Electric Inc	23,057.51	0
33085	10/02/2012	APS	Applied Professional Svcs, Inc.	80.00	0
33086	10/02/2012	ARCMATE	ArcMate Man. Corp.	1,191.02	0
33087	10/02/2012	AT&TMOBI	AT&T Mobility	184.21	0
33088	10/02/2012	AUDIOAM	Eddie Bishop	246.38	0
33089	10/02/2012	BACKGROU	Background Source Intl	93.00	0
33090	10/02/2012	BARRACUD	Barracuda Networks, Inc.	1,200.00	0
33091	10/02/2012	BELLCITY	City Of Bellevue	11,547.00	0
33092	10/02/2012	CAMPOS	Seth Campos	200.00	0
33093	10/02/2012	CENTURY	Century Link	43.25	0
33094	10/02/2012	COLUMAUB	Columbia Bank	28,049.35	0
33095	10/02/2012	COMPOFF	The Complete Office	165.98	0
33096	10/02/2012	COMSOUND	Commerical Sound & Video	479.07	0
33097	10/02/2012	DAVISMON	Mona Davis	150.80	0
33098	10/02/2012	DEERE	John Deere Landscapes	190.78	0
33099	10/02/2012	DEJONG	Cory de Jong & Son Inc	578.16	0
33100	10/02/2012	EASTGLAS	Eastside Glass & Sealants	208.05	0
33101	10/02/2012	EASTPLUM	Eastside Plumbing Services	860.89	0
33102	10/02/2012	FCS	FCS Group Inc.	400.00	0
33103	10/02/2012	FISH	Friends of Issaquah Salmon Hat	8,000.00	0
33104	10/02/2012	FOSTER	Foster Pepper PLLC	5,456.80	0
33105	10/02/2012	FRANCO	Francotyp-Postalia, Inc	643.20	0
33106	10/02/2012	GAMMELL	Patricia Payne-Gammell	291.93	0
33107	10/02/2012	GCMULTI	GC Multimedia	1,392.63	0
33108	10/02/2012	GFOA	Govt Finance Officers Assoc	150.00	0
33109	10/02/2012	GRAVA	Damian Grava	200.00	0
33110	10/02/2012	GUARDIAN	Guardian Security	72.00	0
33111	10/02/2012	HDFOWL	H. D. Fowler Company	671.89	0
33112	10/02/2012	HENDRIC	Kelcey Hendricks	200.00	0
33113	10/02/2012	HOGAN	D. A. Hogan & Assoc., Inc	6,141.40	0
33114	10/02/2012	HOWARD	Lyman Howard	186.04	0
33115	10/02/2012	HWA	HWA GeoSciences, Inc	1,822.19	0
33116	10/02/2012	INTEGRA	Integra Telecom	2,224.78	0
33117	10/02/2012	IRONMT	Iron Mountain	601.12	0
33118	10/02/2012	ISD	Issaquah School District	1,239.91	0
33119	10/02/2012	ISSAQ1	Issaquah Press, Inc.	2,023.00	0
33120	10/02/2012	IVOXY	Ivoxy Consulting LLC	5,997.91	0
33121	10/02/2012	JRW	JRW Enterprises	220.65	0
33122	10/02/2012	KAMPS	Karl S. Kamp	460.00	0
33123	10/02/2012	KCBLANK	King County Finance	5,001.56	0
33124	10/02/2012	KINGFI	King County Finance A/R	971.00	0
33125	10/02/2012	KINGGIS	King County GIS Center	850.00	0
33126	10/02/2012	KINGSH	King County Sheriff's Office	374,101.33	0
33127	10/02/2012	KINGWAT	King County Finance Water & Land E	75,272.86	0
33128	10/02/2012	LAKESIDE	Lakeside Industries	130.32	0
33129	10/02/2012	MACDONAL	MacDonald-Miller Facility Solutions	7,322.90	0
33130	10/02/2012	MATIAS	Elizabeth I. Matias	200.00	0
33131	10/02/2012	MICRO	Microflex, Inc.	49.53	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
33132	10/02/2012	MINUTE	Mike Immel	155.70	0
33133	10/02/2012	NC MACH	NC Machinery Co	9,416.60	0
33134	10/02/2012	NESAM	NE Sammamish Sewer & Water	2,791.22	0
33135	10/02/2012	NWCASC	Northwest Cascade, Inc.	821.62	0
33136	10/02/2012	PACPOWER	Pacific Power Products	77.87	0
33137	10/02/2012	PIEDMONT	Piedmont Directional Signs	350.00	0
33138	10/02/2012	PLANTSCA	Plantscapes, Inc	21,705.19	0
33139	10/02/2012	POA	Pacific Office Automation	81.11	0
33140	10/02/2012	PROTH	Prothman Company	2,402.99	0
33141	10/02/2012	QBS	Quality Business Systems	381.72	0
33142	10/02/2012	RAINIER	Rainier Wood Recyclers Inc	22.50	0
33143	10/02/2012	RED-E	Red-E Topsoil	2,674.11	0
33144	10/02/2012	SAM	Sammamish Plateau Water Sewer	228.16	0
33145	10/02/2012	SAMHERIT	Sammamish Heritage Society	2,500.00	0
33146	10/02/2012	SAMHILLS	Sammamish Hills Lutheran	500.00	0
33147	10/02/2012	SAMSYMPH	Sammamish Symphony Orchestra	1,500.00	0
33148	10/02/2012	SEDLACEK	Seri Sedlacek	500.00	0
33149	10/02/2012	SMITH	Jane Jackson	25.86	0
33150	10/02/2012	SMITHBEN	Ben Smith	800.00	0
33151	10/02/2012	SMITHEUG	Eugene B. Smith	300.00	0
33152	10/02/2012	SOUNDPUB	Sound Publishing, Inc	1,000.00	0
33153	10/02/2012	SPATIAL	Spatial Development Int LLC	1,620.00	0
33154	10/02/2012	SPECIALL	Specialized Landscaping, Inc	586,231.42	0
33155	10/02/2012	SUBURB	Suburban Cities Association	140.00	0
33156	10/02/2012	SUNBELT	Sunbelt Rentals	251.85	0
33157	10/02/2012	THISTLE	Thistle Theatre	675.00	0
33158	10/02/2012	TOYOTA	Toyota Lift NW	77.75	0
33159	10/02/2012	UNITRENT	United Rentals NA, Inc	429.35	0
33160	10/02/2012	UPROAR	Uproar, Inc.	1,917.50	0
33161	10/02/2012	USPOST	U.S. Postal Service	9,000.00	0
33162	10/02/2012	VOGAN	Brian Vogan	440.00	0
33163	10/02/2012	WAAUDIT	Wa State Auditor's Office	250.80	0
33164	10/02/2012	WADE	Cary Wade	80.00	0
33165	10/02/2012	WADES	Wa State Dept of Enterprise Svcs	2,760.52	0
33166	10/02/2012	WAHMAN	Wendy Wahman	125.00	0
33167	10/02/2012	WHITEJAM	James or Arlena White	500.00	0
33168	10/02/2012	ZEE	Zee Medical Service	108.45	0
33169	10/02/2012	ZUMAR	Zumar Industries, Inc.	525.22	0

Check Total:

1,224,819.48

# Accounts Payable

## Check Register Totals Only

User: mdunham  
Printed: 9/26/2012 - 1:30 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
33170	09/26/2012	US BANK	U. S. Bank Corp Payment System	10,651.20	0
				<u>10,651.20</u>	
Check Total:				<u>10,651.20</u>	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 9/27/2012 - 8:59 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
33171	10/02/2012	AMEC	AMEC Environment & Infrastructure,	7,575.23	0
33172	10/02/2012	AWARD	Award Construction, Inc	258,904.20	0
33173	10/02/2012	COMPOFF	The Complete Office	99.48	0
33174	10/02/2012	deSimas	Carl deSimas	1,875.00	0
33175	10/02/2012	MONTECIN	Montecino-Greenbank Dev.LLC	9.00	0
33176	10/02/2012	PROTH	Prothman Company	2,504.96	0
33177	10/02/2012	PSE	Puget Sound Energy	326.38	0
33178	10/02/2012	RH2	RH2 Engineering Inc	1,116.00	0
33179	10/02/2012	SAM	Sammamish Plateau Water Sewer	18,744.67	0
33180	10/02/2012	WAECOL	Wa State Dept of Ecology	881.00	0
33181	10/02/2012	WINDWARD	Windward Environmental LLC	12,895.40	0
Check Total:				304,931.32	



# City Council Agenda Bill

**Meeting Date:** October 2, 2012

**Date Submitted:** September 26, 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 checked="" 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:** Sammamish Landing Phase I C – Dock & Beach Improvements Project, Authorization of Construction Contract

**Action Required:** Authorize the City Manager to award and execute a contract with Lakeshore Marine Construction Inc. for construction of the Sammamish Landing Phase I C – Dock & Beach Improvements Project

**Exhibits:**

1. Contract
2. Bid Tab
3. Condition of Existing Docks

**Budget:** \$650,000 is allocated in the 2011-2012 Budget for the Sammamish Landing Phase I Project. \$850,000 is allocated in the parks capital contingency fund for 2012.

**Summary Statement:**

The Sammamish Landing Phase I C – Dock & Beach Improvement project consists of the demolition of two existing derelict docks (see attached photos), installation of steel piling, fabrication and construction of two new floating docks, aluminum gangways, concrete abutments, gravel surfacing, pocket beach enhancements, an entrance sign and associated mitigation work.

The project was re-bid on September 5, 2012, following a rejection by City Council of the bid previously received from Mike Carlson Enterprises in the amount of \$748,381.00. Bids were opened on September 20, 2012 and a total of 6 bids were received. Staff evaluated the bids and Lakeshore Marine Construction Inc. was identified as the lowest responsive and responsible bidder.

The total authorization amount requested for this contract is \$521,178.70. This includes the project cost, 9.5% tax and a 10% construction contingency.

The bid included a total of four schedules (A through D) as noted in the attached Exhibit A – Bid Tab. ‘Schedule A’ was the base bid and the rest of the schedules were additive alternates, proposed due to a limited construction budget for the project. In accordance with the contract documents, the lowest responsible bid was based on the total bid price for all schedules.



## City Council Agenda Bill

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Staff recommends awarding all schedules which include all the proposed improvements in the construction drawings and specifications. It is prudent to complete all the proposed improvements at one time for the following reasons: the new docks had a lengthy permitting process, requiring approval from State and Federal agencies; construction is limited to an “in-water work window” of July 16 through December 31; and lastly, there is a high cost to mobilize or re-mobilize a barge to transport materials and equipment for this project site.

### **Background:**

The two existing docks at Sammamish Landing are fixed residential docks that are submerged under water for part of the year due to seasonal fluctuations in the water level of Lake Sammamish. The docks in their existing state are not safe for use due to missing and decayed decking and also due to seasonal submersion. Neither of the docks complies with ADA regulations.

Based on the above information, staff proposed a re-design of the docks to ensure that public needs are met. The new structures will be floating to accommodate seasonal water level fluctuations and will be available for year-round use.

The northern smaller dock was built in the 1960's. The challenge at this location in particular is the shallow depth of the water. The new floating dock will extend out farther into the water to address this concern. The southern dock, the larger of the two, was built sometime in the 1990's.

The new north dock is proposed for to be used primarily for fishing and the new south dock is proposed to be used for swimming. Although boats cannot be launched from this park, both docks will allow for a few boats to land and tie-up along the outer edges. The dock design incorporates new trends in decking materials and has been designed to have a life-span of approximately 30 years. The size and footprint of the new docks has been increased, within permitted allowances, to better accommodate public use.

### **Project Timeline:**

The Phase I project is divided into 3 parts:

Phase IA consists of landscape improvements on the landward portion of the site that were constructed in-house by the City's maintenance crew in 2011. The improvements included invasive removal, clearing and hydro-seeding of a central lawn, construction of accessible gravel trails to existing pocket beaches, soft surface trail improvements and site furnishings.

Phase IB includes the two picnic shelters and associated improvements completed by Henderson Partners contractors in 2011. The scope of work included clearing and grubbing, establishing erosion control measures, earthwork, construction of two picnic shelters, concrete retaining walls for the shelters, steps to the existing pocket beach, construction of a restroom enclosure, drainage, gravel walkways, site furnishings and site restoration.

Phase IC includes replacement of the two docks at Sammamish Landing. Construction of the docks are lagging behind general park construction due to permitting requirements from multiple agencies



## City Council Agenda Bill

(Department of Fish and Wildlife, Department of Ecology, Army Corp of Engineers and City of Sammamish); permitting timelines for the docks (9 to 12 months); and, a limitation on over-water construction (permitted July 16 to December 31 only).

### Summary Project timeline for the Sammamish Landing Phase I Project:

- Phase IA and IB, design and construction documents: Spring 2011
- Phase IA and IB, permitting: Spring/Summer 2011
- Phase IA and IB, bid and construction: Summer/Fall 2011
  
- Phase IC, dock design and construction documents: Summer/Fall 2011
- Phase IC, dock permitting: Fall 2011/Summer 2012
- Phase IC, dock bid and construction: Fall/Winter 2012

### **Financial Impact:**

The total authorization amount requested for this contract is \$521,178.70. This includes a total bid of \$436,132.80 + \$41,432.62 (WSST). This amount also includes a 10% construction contingency of \$43,613.28 to be administered by the City Manager.

A total of \$ 650,000 is allocated in the 2011-12 Parks Capital Improvements Project Budget for the Sammamish Landing Phase I Design and Construction Project. The project budget covers costs associated with surveys and studies, preparation of construction drawings, permitting, construction administration, and project construction. An additional \$850,000 is allocated for capital contingency.

About half of the funds allocated for this project have been expended towards construction of Phases IA & IB as well as for the engineering of Phase IC. Funds remaining to date are \$314,700.19. Staff recommends using funds available from the Parks Capital Contingency Reserve to cover the deficit.

### **Recommended Motion:**

Move to accept the bid from Lakeshore Marine Construction, Inc. as the lowest responsive and responsible bid for the Sammamish Landing Phase I C – Dock & beach Improvements project and authorize the City Manager to execute a contract with Lakeshore Marine Construction, Inc. in the amount of \$477,565.42 and authorize the City Manager to administer a \$43,613.28 construction contingency.



**CONSTRUCTION CONTRACT  
SAMMAMISH LANDING PHASE I C – DOCK & BEACH IMPROVEMENTS**

THIS AGREEMENT, made and entered into this 3rd day of October, 2012 by and between THE CITY OF SAMMAMISH, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "CITY" and Lakeshore Marine Construction Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

- 1) The Contractor shall within the time stipulated, perform all the work and services required to be performed, and provide and furnish all of the labor, materials, appliances, machines, tools, equipment, utility and transportation services necessary to perform the Contract, and shall complete the construction and installation work in a workmanlike manner, in connection with the City's Project identified as Sammamish Landing Phase I C – Dock & Beach Improvements consisting of the demolition of two existing derelict docks, installation of steel piling, fabrication and construction of a two new floating docks, aluminum gangways, concrete abutments, gravel surfacing, pocket beach enhancements, an entrance sign and associated mitigation work and other work, all in accordance with the attached Contract Plans, Special Provisions, and the 2012 (or most current) edition of the Washington State Department of Transportation Standard Specifications.

All the foregoing shall be timely performed, furnished, constructed, installed and completed in strict conformity with the plans and specifications, including any and all addenda issued by the City and all other documents hereinafter enumerated, and in full compliance with all applicable codes, ordinances and regulations of the City of Sammamish and any other governmental authority having jurisdiction thereover. It is further agreed and stipulated that all of said labor, materials, appliances, machines, tools, equipment and services shall be furnished and the construction installation performed and completed to the satisfaction and the approval of the City's Public Works Director as being in such conformity with the plans, specifications and all requirements of or arising under the Contract.

- 2) The aforesaid Contract, entered into by the acceptance of the Contractor's bid and signing of this agreement, consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached.
  - a) This Agreement
  - b) Instruction to Bidders
  - c) Project Proposal
  - d) Specifications
  - e) Maps and Plans
  - f) Bid
  - g) Advertisement for Bids
  - h) Special Provisions, if any
  - i) Addenda, if anyand all modifications or changes issued pursuant to the Contract Documents.

- 3) If the Contractor refuses or fails to prosecute the work or any part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension in writing thereof, or fails to complete said work with such time, or if the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of the Contractor's insolvency, or if he or any of his subcontractors should violate any of the provisions of this Contract, the City may then serve written notice upon him and his surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such violation or non-compliance of any provision of the Contract shall cease and satisfactory arrangement for the correction thereof be made, this Contract, shall, upon the expiration of said ten (10) day period, cease and terminate in every respect. In the event of any such termination, the City shall immediately serve written notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within fifteen (15) days after the serving upon it of such notice of termination does not perform the Contract or does not commence performance thereof within thirty (30) days from the date of serving such notice, the City itself may take over the work under the Contract and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and his surety shall be liable to the City for any excess cost or other damages occasioned the City thereby. In such event, the City, if it so elects, may, without liability for so doing, take possession of and utilize in completing said Contract such materials, machinery, appliances, equipment, plants and other properties belonging to the Contractor as may be on site of the project and useful therein.
- 4) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.
- 5) The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

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

- 6) Any notice from one party to the other party under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by its duly authorized representative of such party. Any such notice as heretofore specified shall be given by personal delivery thereof or by depositing same in the United States mail, postage prepaid, certified or registered mail.

- 7) The Contractor shall commence performance of the Contract no later than 10 calendar days after Contract final execution, and shall complete the full performance of the Contract not later than 120 calendar days from the date of commencement. In addition, all in-water work shall be fully complete no later than the allowable in-water work window (per the Hydraulic Permit Approval and Section 10 permit) end date of December 31, 2012. For each and every working day of delay after the established day of completion, it is hereby stipulated and agreed that the damages to the City occasioned by said delay shall be a sum calculated and imposed in compliance with 2012 WSDOT Standard Specifications (or most current edition), Section 1-08.9, Liquidated Damages (and not as a penalty) for each such day, which shall be paid by the Contractor to the City.
- 8) Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of any installation provided for by this Contract shall relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Contractor shall be under the duty to remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within the period of one (1) year from the date of final acceptance only that work listed in Group(s) none of the Summary of quantities in the Contract Plans, i.e. the "Federal Non-participating Items," unless a longer period is specified. However, all manufacturer's warranties or guarantees on electrical and mechanical equipment, consistent with those provided as customary trade practice, shall be assigned to the City at the time of project acceptance. The Contractor shall further be required to supply warranties or guarantees providing for satisfactory in-service operation of any mechanical and electrical equipment and related components involved in Group(s) none of the Summary of Quantities in the Contract Plans, i.e. "Federal Participating Items" for a period not to exceed 6 months following project acceptance. The City will give notice of observed defects as heretofore specified with reasonable promptness after discovery thereof, and Contractor shall be obligated to take immediate steps to correct and remedy any such defect, fault or breach at the sole cost and expense of Contractor.
- 9) The Contractor and each subcontractor, if any, shall submit to the City such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and miscellaneous data pertaining to the Contract as may be requested by the City from time to time.
- 10) The Contractor shall furnish a surety bond or bonds as security for the faithful performance of the Contract, including the payment of all persons and firms performing labor on the construction project under this Contract or furnishing materials in connection with this Contract; said bond to be in the full amount of the Contract price as specified in Paragraph 11. The surety or sureties on such bond or bonds must be duly licensed as a surety in the State of Washington.
- 11) The total amount of this contract is the sum of Four hundred thirty six thousand one hundred thirty two and 80/100 dollars(\$436,132.80) which includes any required Washington State Sales Tax. Payments will be made to Contractor as specified in the "Standard Specifications" of this Contract.

IN WITNESS WHEREOF, the City has caused these presents to be signed by its City Manager and attested by its City Attorney and the Contractor has hereunto set his hand and seal the day and year first above-written.

CONTRACTOR

CITY OF SAMMAMISH

\_\_\_\_\_  
President/Partner/Owner

\_\_\_\_\_  
City Manager

ATTEST

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
dba

\_\_\_\_\_  
Firm Name

check one

Individual     Partnership     Corporation Incorporated in \_\_\_\_\_

Attention:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the contract, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City and made a part of the contract document.

If business is a PARTNERSHIP, full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the contract.

If business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

END OF CONTRACT



**Sammamish Landing Phase I C – Dock & Beach Improvements**

September 20, 2012

BIDDER	SIGNED PROPOSAL	ACKNOWLEDGEMENT OF ADDENDA	BIDDER'S QUALIFICATIONS	BID BOND	RESPONSIBLE BIDDER CRITERIA	NON-COLLUSION AFFIDAVIT	SCHEDULE A: Base-Bid New south dock, mitigation, entry sign, improvements to 2 pocket beaches at the docks	SCHEDULE B: Add. Alt 1 North dock piling only	SCHEDULE C: Add. Alt. 2 New north dock	SCHEDULE D: Add. Alt. 3 Improvements to 3 pocket beaches south of the docks	TOTAL ALL SCHEDULES
MVG LLC	✓	✓	✓	✓	✓	✓	\$322,815.00	\$34,600.00	\$78,790.00	\$40,775.00	\$476,980.00
Redside Construction LLC	✓	✓	✓	✓	✓	✓	\$559,720.00	\$19,450.00	\$88,370.00	\$52,500.00	\$720,040.00
Lakeshore Marine Const. Inc.	✓	✓	✓	✓	✓	✓	\$300,149.40	\$29,400.00	\$86,823.40	\$19,760.00	\$436,132.80
Mike Carlson Enterprises	✓	✓	✓	✓	✓	✓	\$404,550.00	\$36,300.00	\$109,350.00	\$47,750.00	\$597,950.00
Ceccanti	✓	✓	✓	✓	✓	✓	\$533,660.00	\$26,000.00	\$116,260.00	\$20,400.00	\$696,320.00
Jansen Inc.	✓	✓	✓	✓	✓	✓	\$446,105.00	\$37,200.00	\$100,440.00	\$34,900.00	\$618,645.00

Construction Allowance: \$ 475,000

Lower responsible bid is based on the TOTAL BID PRICE for ALL schedules. All, none or any combination of bid schedules A through D may be awarded. (Award date anticipated October 3, 2012)



EXISTING CONDITION – NORTH DOCK



EXISTING CONDITION – SOUTH DOCK







# City Council Agenda Bill

**Meeting Date:** October 2, 2012

**Date Submitted:** September 26, 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 checked="" 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:** Sammamish Landing Phase I C – Dock & Beach Improvements Project, Construction Administration Assistance Services

**Action Required:** Authorize the City Manager to award and execute a contract with Reid Middleton for construction administration assistance services for the Sammamish Landing Phase I C – Dock & Beach Improvements Project

**Exhibits:** 1. Contract

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

**Summary Statement:**

This a contract for construction administration assistance services for the Sammamish Landing dock construction project. The scope of work for this contract includes review of all technical submittals and shop drawings for the project including the floats, piling, gangways, abutments and other elements designed by Reid Middleton. Construction support will also consist of responding to RFIs (requests for information) and change order proposals from the contractor. Other assistance will include attendance at a preconstruction meeting, on-going site visits, float inspection and a punch list walk through.

The Sammamish Landing Phase I C – Dock & Beach Improvement project consists of the demolition of two existing derelict docks, installation of steel piling, fabrication and construction of two new floating docks, aluminum gangways, concrete abutments, gravel surfacing, pocket beach enhancements, an entrance sign and associated mitigation work.

Overall project construction coordination, running weekly meetings, managing the project schedule and authorization of payments will be done in-house by the City's Parks Project Manager. Full-time monitoring on site of the pile installation and field welding, as required by the building permit, will be covered by the City's on-call contract with HWA Geosciences.

Authorization for execution of the construction contract is being submitted under a separate agenda bill.



## City Council Agenda Bill

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### **Project Timeline:**

The Phase I project is divided into 3 parts:

Phase IA consists of landscape improvements on the landward portion of the site that were constructed in-house by the City's maintenance crew in 2011. The improvements included invasive removal, clearing and hydro-seeding of a central lawn, construction of accessible gravel trails to existing pocket beaches, soft surface trail improvements and site furnishings.

Phase IB includes the two picnic shelters and associated improvements completed by Henderson Partners contractors in 2011. The scope of work included clearing and grubbing, establishing erosion control measures, earthwork, construction of two picnic shelters, concrete retaining walls for the shelters, steps to the existing pocket beach, construction of a restroom enclosure, drainage, gravel walkways, site furnishings and site restoration.

Phase IC includes replacement of the two docks at Sammamish Landing. Construction of the docks are lagging behind general park construction due to permitting requirements from multiple agencies (Department of Fish and Wildlife, Department of Ecology, Army Corp of Engineers and City of Sammamish); permitting timelines for the docks (9 to 12 months); and, a limitation on over water construction (permitted July 16 to December 31 only).

### Summary Project timeline for the Sammamish Landing Phase I Project:

- Phase IA and IB, design and construction documents: Spring 2011
- Phase IA and IB, permitting: Spring/Summer 2011
- Phase IA and IB, bid and construction: Summer/Fall 2011
  
- Phase IC, dock design and construction documents: Summer/Fall 2011
- Phase IC, dock permitting: Fall 2011/Summer 2012
- Phase IC, dock bid and construction: Fall/Winter 2012

### **Financial Impact:**

The requested authorization amount is \$15,000, which includes a contract with Reid Middleton in the amount of \$12,501.00. The remaining authorized amount (\$2,499.00) will cover additional services (if needed) for the construction administration assistance.

A total of \$ 650,000 is allocated in the 2011-2012 Parks Capital Improvements Project Budget for the Sammamish Landing Phase I Design and Construction Project. The project budget covers costs associated with surveys and studies, design engineering, preparation of construction drawings, permitting, construction administration, and project construction.

About half of the funds allocated for this project have been expended towards construction of Phases IA & IB as well as for the engineering of Phase IC. Funds remaining to date are \$314,700.19.

The construction contract will be covered under a separate agenda bill.



## City Council Agenda Bill

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**Recommended Motion:**

Authorize the City Manager to execute a contract with Reid Middleton for \$12,501.00 for construction administration services for the Sammamish Landing Phase I C – Dock & Beach Improvements project and authorize an additional amount (total authorization not-to-exceed \$15,000) for additional services if needed.



**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: Reid Middleton

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Reid Middleton, 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 " \_\_ "

A sum not to exceed \$ 12,501.00

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

## Exhibit 1

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

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

### 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.**

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

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

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

**10. Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company Name Reid Middleton  
Contact Name Shannon Kinsella  
Street Address 728 134<sup>th</sup> Street SW, Suite 200  
City, State Zip Everett, WA 98204  
Phone Number (425) 741-3800  
Email skinsella@reidmiddleton.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: Shannon Kinsella

Print Name: \_\_\_\_\_

Print Name: Shannon Kinsella

Title: \_\_\_\_\_

Title: Director, Waterfront Group

Date: \_\_\_\_\_

Date: 9/20/12

Attest/Authenticated:

Approved As To Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

## EXHIBIT A

September 7, 2012  
File No. 24-11-913-008

Ms. Anjali Myer  
City of Sammamish  
801 - 228th Avenue SE  
Sammamish, WA 98075

Subject: Sammamish Landing Dock Replacement  
Construction Administration Assistance Services

Dear Ms. Myer:

The following is a scope of services to provide professional engineering services for construction administration assistance services for the replacement of the docks at Sammamish Landing on Lake Sammamish. We look forward to working with you on this project.

A. PROJECT UNDERSTANDING

The City of Sammamish (City) owns waterfront property along the east shore of Lake Sammamish. The property is being redeveloped into a public access park called Sammamish Landing. The park property includes pathways to the Lake, picnic pavilions, pocket beaches, and other improvements. The City is replacing two fixed timber piers with one or two floating dock facilities to provide public access to the water. Design and Construction Documents have been prepared by Reid Middleton and the City for replacement of the piers, improvement of pocket beaches, and associated mitigation for the project.

The project is currently out to bid with a bid opening scheduled for September 2012. The project includes a base bid for replacement of one of the docks and installation of new pocket beaches, and additive bid items for replacement of the second dock and additional pocket beach areas. The schedule for the project is completion of construction by the end of March 2013.

## WASHINGTON

728 134th Street SW  
Suite 200  
Everett, WA 98204  
Phone: 425 741-3800  
Fax: 425 741-3800

## ALASKA

4300 B Street  
Suite 307  
Anchorage, AK 99503  
Phone: 907 562-3439  
Fax: 907 561-5219

Ms. Anjali Myer  
City of Sammamish  
September 7, 2012  
File No. 24-11-913-008  
Page 2

The City will contract separately with an environmental firm for services associated with the biological mitigation elements for the project. These services are excluded from this scope of services for Reid Middleton.

The City will be responsible for the overall construction administration services for the project. Reid Middleton will provide assistance to the City. The following scope of services will be provided for the project by Reid Middleton:

**B. SCOPE OF SERVICES**

**1. Construction Administration Assistance**

**a) Preconstruction Meeting**

Attend the preconstruction meeting with the selected contractor at the City offices or project site.

**b) Technical Submittals**

Review technical submittals and shop drawings for the project including the floats, piling, gangways, abutments, and other elements designed by Reid Middleton. This scope of services is based on review of all required technical submittals.

**c) Requests for Information (RFIs)**

Respond to RFIs for the project. This scope is based on response to up to twenty-five RFIs for the project.

**d) Site visits and Weekly Meetings**

Attend up to two general site visits to review general conformance with the project requirements. Reid Middleton will also participate in weekly coordination meetings by telephone on an as needed and as requested basis.

**e) Pile Installation**

HWA will provide all field observation of the pile installation

Ms. Anjali Myer  
City of Sammamish  
September 7, 2012  
File No. 24-11-913-008  
Page 3

and field welding for the project under separate contract. Reid Middleton will be available by telephone or video conference for discussion in the event there are any difficulties or issues encountered during the piling installation. The City and HWA will provide copies of pile driving logs and field information as required to Reid Middleton for analysis of pile installation issues. Reid Middleton will perform one site visit to the project during a pile installation period as requested.

f) Float inspection

Perform one site observation of the float manufacturing at the location of the float manufacturer. This scope is based on the assumption that the float manufacturer will be in Western Washington. If the float is manufactured in another location, a subconsultant may be identified and requested to be added to the contract to perform the observation of the float fabrication.

g) Punchlist Walkthrough

Perform a one-day site visit observation to document any punchlist items and to develop a punchlist for items that require completion prior to final closeout of the project. It is assumed that the City will follow up on any punchlist items and a second site visit to confirm the completion of the punchlist items is not included in this scope.

h) Change Orders

Review change order proposals or requests. This scope is based on up to ten change order proposals being prepared into one formal Change Order for the project. If additional change orders are requested, these can be done as additional services.

This scope of services excludes any drafting and preparation of record drawings. It is assumed that the Contractor and City will be responsible for record drawings for the project.

Ms. Anjali Myer  
City of Sammamish  
September 7, 2012  
File No. 24-11-913-008  
Page 4

2. Additional services requested by the City. Additional services requested by the City may include additional site visits, or other observations at the float manufacturing site, and additional change order requests for the project. Amendments for these services can be prepared as requested by the City.

C. PERIOD OF PERFORMANCE

Reid Middleton will begin services upon receipt of a signed agreement and will make every reasonable effort to complete the services in a timely manner considering the needs of the project. The proposed schedule is for start of the construction phase to begin in October and to be completed by March 2013.

D. CLIENT'S RESPONSIBILITIES

The City shall provide available pertinent data, documents, and other information to Reid Middleton as necessary to complete the services outlined in Section B above.

The City will be the primary lead for the Construction Administration Services and will be the primary contact for paperwork and communication with the Contractor for the project.

E. COMPENSATION

1. For services described in Section B, Item 1, Reid Middleton shall be paid on a "time-plus-expenses not to exceed" basis using the rates indicated in the attached Exhibit "D," Schedule of Charges Effective July 1, 2012. We estimate the fee for this portion of the services to be \$12,501.
2. For services described in Section B, Item 2, Reid Middleton shall be paid on a "time-plus-expense" basis in accordance with provisions of the attached Exhibit "D," Schedule of Charges Effective July 1, 2012, or on the basis of such other mutually satisfactory arrangements as may be negotiated.

Ms. Anjali Myer  
City of Sammamish  
September 7, 2012  
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Page 5

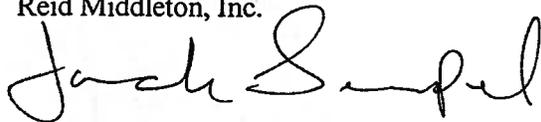
F. REID MIDDLETON STAFF

Shannon Kinsella will be the project manager primarily responsible for this job. However, other individuals at Reid Middleton will work on aspects of your project as required.

We appreciate the opportunity to submit this proposed agreement. The terms of this agreement will become effective when confirmed by your signature within 30 days. If you wish to pursue this project after that time, this agreement may then be renegotiated. If the terms are acceptable, please sign your acceptance below and return one executed copy to Reid Middleton.

If you have any questions or comments please call me.

Sincerely,  
Reid Middleton, Inc.



Shannon Kinsella, P.E.  
Principal

Attachments

clw\H:\DOC\24Wf\2011\003 Lake Sammamish Docks\Contract\Supplement 1 CA Services\Lake Sammamish Dock Supplement 1 CA Services RM Exhibit A.doc\smk

EXHIBIT B



**REQUEST FOR CONSULTANT PAYMENT**

To: City of Sammamish  
 801 228<sup>th</sup> 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.: 91-0714387

Social Security No.: \_\_\_\_\_

Print Name: Carrie Wold

Title: Project Administrator

Business Name: Reid Middleton, Inc.

Business Address: 728 - 134th Street -SW, Suite 200 Everett, WA 98204

Business Phone: 425 741-3800

6/24/12  
Date

Carrie Wold  
Authorized Signature (Required)

**Reid Middleton, Inc.**  
**Exhibit "D" Schedule of Charges**  
**Effective July 1, 2012 through June 30, 2013**

Compensation shall be based on time and expenses directly attributable to the project and shall follow the schedule below unless another method of compensation has been expressed in the written agreement.

<b>I. Personnel</b>	<b>Hourly Rate</b>
Principal .....	\$ 195.00 - \$ 225.00
Principal Engineer/Principal Planner/Principal Surveyor.....	\$ 190.00 - \$ 200.00
Senior Engineer/Senior Planner/Senior Surveyor.....	\$ 160.00 - \$ 175.00
Project Engineer/Project Designer/Project Surveyor/Project Planner.....	\$ 125.00 - \$ 145.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II .....	\$ 110.00 - \$ 115.00
Designer I/Planner/CAD Technician II .....	\$ 95.00 - \$ 100.00
Project Administrator .....	\$ 90.00 - \$ 100.00
CAD Technician I/Survey Technician/Technician/Technical Writer I .....	\$ 75.00 - \$ 90.00

Survey Crew (2 Person/RTK/Robotic) ..... \$ 170.00  
 Survey Crew (3 Person/GPS)..... \$ 260.00

Expert Witness/Forensic Engineering..... 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

<b>II. Equipment</b>	<b>Rate</b>
Design Software/Computer Aided Drafting .....	\$ 12.00/hour

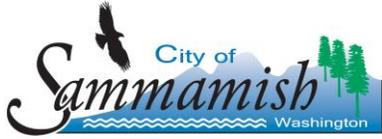
<b>III. Reimbursable Expenses</b>	
Local Mileage - Automobile .....	\$ 0.555/mile
Local Mileage - Survey Truck .....	\$ 0.555/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

**IV. Client Advances**

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.



# City Council Agenda Bill

**Meeting Date:** October 2, 2012

**Date Submitted:** September 25, 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 checked="" type="checkbox"/> Public Works

**Subject:** On-call contract for HVAC services for City Facilities

**Action Required:** Authorize the City Manager to execute a contract with MacDonald-Miller Facility for on-call HVAC maintenance, repair, and inspection services.

**Exhibits:** 1. Contract and Scope of Work

**Budget:** 2012 Budget – Funded in various project and maintenance line items (Parks and Recreation, Public Works, and Facilities).  
2013 Budget – Funding for this type of work is proposed to be consolidated into one budget under the “Facilities Department” in 2013. The proposed budget amount in 2013 for these services is \$72,600.

**Summary Statement:**

The Parks and Recreation Department, the Public Works Department, and the Facilities Department desire to enter into a contract with MacDonald-Miller Facility Solutions, Inc. for on-call HVAC maintenance, repair, and inspection services.

MacDonald-Miller Facility Solutions, Inc. was selected as the lowest responsive bidder through a competitive bid selection process using the eCityGov Shared Small Works Roster. The contract is for an amount not-to-exceed \$40,000 and will cover remaining services in 2012 and all of 2013.

This contract will support all City buildings including City Hall, the Beaver Lake Lodge, the Beaver Lake Maintenance Shop, the Sween House, the Kellman House, the Recreation Center, the Maintenance and Operations Center (MOC) and the facilities located in SE 8th Street Park. Although the Sween House and the Recreation Center are leased facilities, maintenance of the HVAC systems at both facilities is the responsibility of the City.

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



## City Council Agenda Bill

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### **Background:**

In 2010 the City executed its first on-call contract for HVAC services. The low bidder at that time was also MacDonald Miller and we have been very pleased with their services. The original contract amount was \$40,000 and was primarily used for repair work.

Over this past year, staff have developed and implemented a routine maintenance program for all of the HVAC units at city facilities. Major units, like those at City Hall and the MOC, are now serviced once a quarter. Smaller units, like the units at the Beaver Lake Shop, are serviced less frequently. Implementing a routine maintenance program for the HVAC units will help extend the life of the equipment and reduce repair costs.

This is a blended contract, providing for ongoing maintenance services and also allowing for on-call maintenance and repairs as needed. This City has entered into a variety of on-call contracts and found this contracting method to be very effective, especially as maintenance needs are often uncertain.

### **Financial Impact:**

The requested authorization amount is not-to-exceed \$40,000.00. The cost for the routine maintenance portion of this contract is \$13,342.00 annually. With the inclusion of the last quarter of 2012, our total routine maintenance service cost is approximately \$17,000. This leaves a balance of approximately \$23,000 which will be used for unexpected repairs.

The funding for this contract in 2012 will be drawn from three difference sources including Parks, Public Works and Facilities. The funding for 2013 will be drawn from the "Facilities Department" as this type of work is proposed to be consolidated under one Department in the new biennial budget. The proposed budget amount in 2013 for HVAC services is \$72,600.

There is no guarantee that the full contract amount will be needed or expended. On-call work tasks under this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.

### **Recommended Motion:**

Authorize the City Manager to execute an on-call contract in an amount of \$40,000.00 with MacDonald-Miller Facility Solutions, Inc. for HVAC maintenance, repair, and inspection services.



## SMALL PUBLIC WORKS SERVICE CONTRACT

Between: City of Sammamish and MacDonald –Miller Facility Solutions, Inc.  
Project: HVAC Services for City Facilities  
Commencing: October 3, 2012  
Terminating: December 31, 2013  
Amount: Not to Exceed \$40,000.00

**THIS CONTRACT**, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Mac Donald- Miller Facility Solutions, Inc., (the "Contractor").

### RECITALS

**WHEREAS**, the City desires to contract with the Contractor for HVAC Services for City Facilities and

**WHEREAS**, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

**WHEREAS**, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

**NOW THEREFORE**, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

**1. Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

**2. Contract Documents.** The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

**3. Payment.** The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit “B” or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

**4. Warranties/Guaranty.**

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City’s final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

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

## Exhibit 1

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

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

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

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

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

**7. Prevailing Wages** The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

**9. Applicable Law; Venue.** This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

**10. Termination.**

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

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

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

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

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

**13. Independent Contractor.** For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

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

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

**16. Attorneys Fees.** In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

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

**18. Modification.** No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

**19. Severability.** If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

**20. Notices.** Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

Exhibit 1

**TO CITY:**

City of Sammamish, and  
Department of Parks and Recreation

Contact Name: Sevda Baran

Street Address: 801 228<sup>th</sup> Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: sbaran@ci.sammamish.wa.us

**TO CONTRACTOR:**

Contractor:  
Mac Donald- Miller Facility Solutions, Inc.

Contact Name: Robert Gibson

Street Address: 7717 Detroit Ave SW

City, State, Zip: Seattle, WA 98106

Phone: 206-763-9400

Contact email: Robert.gibson@macmiller.com

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: Ben Yazici

By: David H. Herr 

Title: City Manager

Title: Vice President

Date: \_\_\_\_\_

Date: September 25, 2012

Attest/Authenticated:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

EXHIBIT A  
City of Sammamish

**SCOPE OF SERVICES**

EXHIBIT B  
CITY OF SAMMAMISH  
801 228<sup>th</sup> 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:

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

TIN No.: 68-0533726

Social Security No.: \_\_\_\_\_

Print Name: David H. Herr

Title: Vice President

Business Name: MacDonald-Miller Facility Solutions, Inc.

Business Address: 7717 Detroit Ave SW, Seattle, WA 98106

Business Phone: 206.763.9400

September 25, 2012



\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (Required)

Exhibit 2  
Request for Proposals  
HVAC Services for City of Sammamish Parks and Facilities

---

Form #1  
Proposal Form

To: City of Sammamish, Parks and Recreation Department  
MacDonald-Miller Facility

From: Solutions, Inc. Vendor Name  
7717 Detroit Ave SW Vendor Address  
Seattle, WA 98106 City, State, Zip Code  
206.763.9400 Telephone Number  
www.macmiller.com E-mail Address

1. **Response:**

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

2. **Exceptions**

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

No Exceptions

3. **Bid Amount**

Please provide a breakdown for annual HVAC maintenance services at each site, providing a total at the bottom.

**City Hall** \$ 6,032  
801 - 228<sup>th</sup> Ave SE Sammamish, WA 98075  
Maintenance and Operation Center

**Maintenance and Operations Center (M.O.C.)** \$ 2,172  
1801- 224<sup>th</sup> Ave NE Sammamish, WA 98074

**Recreation/Teen Center** \$ 1,844  
825 - 228<sup>th</sup> Ave NE Sammamish, WA 98074

**Beaver Lake Lodge** \$ 648  
25101 SE 24<sup>th</sup> Street Sammamish, WA 98075

**Pine Lake Park** \$ 344  
2405 228<sup>th</sup> Ave SE Sammamish, WA 98075

Exhibit 2  
Request for Proposals  
HVAC Services for City of Sammamish Parks and Facilities

---

S.E. 8<sup>th</sup> Street Park  
21805 SE 8<sup>th</sup> St. Sammamish, WA 98075

\$ 812

Sween House  
550 222<sup>nd</sup> Place SE Sammamish, WA 98075

\$ 332

SUBTOTAL \$ 12,184

SALES TAX @ 9.5 % \$ 1,158

TOTAL PRICE \$ 13,342

---

Signed: \_\_\_\_\_



David H. Herr

Dated: 9/4/2012

Title: Vice President

**BID DUE DATE/TIME: Thursday, September 6, 2012 at 2:00 pm**

Form #1A  
Proposal Form

City of Sammamish

ADDITIONAL WORK RATE SCHEDULE

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

<u>Worker/Task</u>	<u>Rate</u>
Owner	\$ <u>123.00</u>
Supervisor	\$ <u>123.00</u>
Laborer	\$ <u>123.00</u>
Emergency Call Out	\$ <u>123.00</u>

**Form #2  
Vendor Information**

1. Vendor Information: MacDonald-Miller Facility Solutions, Inc.

2. Home Office Address: 7717 Detroit Ave SW, Seattle, WA 98106

3. Washington Business Address: Same as above

4. Website Address: www.macmiller.com

5. Name, Title, Address, Telephone Number, FAX Number and Email Address of the person to be contacted concerning the proposal:

Robert Gibson, Account Manager, 12031 Northup Way, 201, Bellevue, WA 98005

206.768.4188, 206.768.4189, robert.gibson@macmiller.com

---

6. If Applicable, Name of the Parent Company:

N/A

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7. Home Office Address, Telephone Number and Website Address of the Parent Company:

Same as above

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8. Describe the parent company's relationship with the Vendor:

N/A

9. If applicable, does the person signing the proposal have the authority to sign on behalf of the Vendor?

x  Yes        No

10. Name(s) of companies that will share significant and substantive responsibilities with the Vendor in performing the scope of services under the Contract:

N/A

Exhibit 2  
Request for Proposals  
HVAC Services for City of Sammamish Parks and Facilities

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11. Attach to this form, and label appropriately, documentation showing that the vendor is duly organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the City of Sammamish. If the vendor is not duly licensed, then the vendor must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the vendor.

See Attached Master License List 2012

12. A subcontractor is defined herein as one who contract with the vendor to furnish materials and labor for performance of the work at the site of the work. Attach to this form a list of those individuals/firms that would perform 3% or more of the total amount of the bid.

n/a

13. Specify the person to be the Contract Manager. List the Contract Manager's professional qualifications, licenses, certificates and years of applicable experience. The Contract Manager shall be the City's direct contact for the provisions within any contract(s) awarded from this RFP.

See Attached Key Contacts List

See Attached Resume



## MacDonald-Miller Facility Solutions State & City Business Licenses

### State Contractors or Electrical Licenses

	<u>License No.</u>	<u>Expiration Date</u>
Alaska Mechanical License	29764	12/31/2013
CA C20 Contractors License	825602	10/31/2013
CA Sellers Permit	SR S OH 100-261594	
Idaho Contractors License	0009293	5/31/2012
Oregon Boilers License	B03-1138	7/1/2014
Oregon Contractors License	154368	6/26/2013
Oregon Plumbing License	37-537PB	7/1/2014
Oregon Electrical License	37-1015C	7/1/2011
Washington Contractors License Vendor 24252	MACDOFS980RU	12/31/2012
Washington Electrical License Vendor 1818	MACDOMF972BF	1/6/2013
Washington UBI Number/Master License	602 254 260	12/31/2012
Utah Sales Tax and Use Tax Certificate of Registration	F39121	

### Other Licenses

Labor & Industries Account #	252-457-05	
Employer Identification Number (EIN)	68-0533726	
Washington Employment Security	215401 00 5	
Washington Minors Permit	602 254 260	12/31/2010
D & B Duns Number	13-163-7956	
Seattle - Steam & Refrigeration License - Class A	4753	6/30/2013
Alaska Certificate of Authority	78536-F	
Alaska Business License	312267	12/31/2012
California Certificate of Qualifications	2432034	
Idaho Certificate of Authority	C 146962	
Oregon Certificate of Registration	122027-92	
Cage Code	3K8Y8	
Snoqualmie Tribe NonGaming License		12/15/2012
Muckleshoot Tribe NonGaming License	MAC0909G	8/16/2012
Colorado Engineering (Mark Reynolds as Engineer)	46415	10/31/2013

### City Business Licenses - Washington

Aberdeen	023073	No expiration
Auburn	BUS21002	12/31/2012
Bainbridge Island	40091	12/31/2012
Battleground	07 00001676	8/31/2012
Bellingham	28375	No expiration
Bellevue	68234	No expiration
Blaine	07-200999.0	12/31/2012
Bonney Lake	CL001034	12/31/2012
Bothell	005343	8/31/2012
Bremerton	23573	12/31/2012
Burien	3366	7/31/2013
Centralia	6186	12/31/2012
Chehalis	14674	11/30/2011
Chehalis Tribe	2012-156	12/31/2012
Concrete	382	12/31/2012
Covington	BL05-213	12/31/2012
Clyde hill		12/31/2012
Des Moines	1822	12/31/2012
DuPont	07-2571	12/31/2012
Edmonds	NR-011231	12/31/2012



## MacDonald-Miller Facility Solutions State & City Business Licenses

### State Contractors or Electrical Licenses

	<u>License No.</u>	<u>Expiration Date</u>
Everett	040665	No expiration
Federal Way	20-03-100372-00-BL	12/31/2011
Ferndale	07-008002.0	12/31/2009
Fife	BUS03-00035	12/31/2012
Hoquiam	601298	12/31/2012
Issaquah	BUS03-01750	12/31/2012
Kelso	19882	12/31/2012
Kennewick	104525	1/31/2013
Kent	BLOC-2100535	12/31/2012
Kirkland	OBL-0000293	11/30/2012
Lacey	07-00010302	12/31/2012
Lake Forest Park	07-0122810	12/31/2012
Lake Stevens	1319	12/31/2012
Lakewood	BL03-00006	12/31/2012
Longview	497381	12/31/2012
Lynden	1615	12/31/2010
Lynnwood	007678	12/31/2012
Marysville	9400CON605	12/31/2012
Mercer Island	030123	12/31/2012
Mill Creek	2007-000001937	12/31/2012
Milton		12/31/2012
Moses Lake	665	12/31/2012
Mountlake Terrace	NR4452	4/3/2009
Mount Vernon	6032	12/31/2012
Mukilteo	12157	12/31/2012
Newberg	796	7/31/2010
New Castle	20060985	12/31/2012
Oak Harbor	BL-004435	12/31/2012
Orting	586	12/31/2011
Olympia	06-00026338	12/31/2012
Port Orchard	B004423	12/31/2012
Port Townsend	004616	12/31/2012
Puyallup	2003193	12/31/2012
Redmond	RED00015918	12/31/2012
Renton	25625	1/31/2013
Ruston	07-0186	12/31/2012
SeaTac	001607	3/31/2013
Seattle	558348	12/31/2012
Shelton	07-0026740	12/31/2012
Shoreline		12/31/2012
Snohomish	2007-16973	1/31/2013
Snoqualmie	07-0039450	12/31/2012
Spokane	LO541902	12/21/2012
Spokane Valley		12/31/2012
Stanwood		12/31/2012
Sumner	BUS2005-00275	12/31/2006
Tacoma	500023417	12/31/2012
Tukwila	07-938	12/31/2012
Tulalip Tribe	1395	12/31/2012
Tumwater		12/31/2012
University Place		12/31/2012
Vancouver	18922	1/30/2013



## MacDonald-Miller Facility Solutions State & City Business Licenses

### State Contractors or Electrical Licenses

	<u>License No.</u>	<u>Expiration Date</u>
Washougal	2198	12/31/2012
Woodland	07-000200.6	12/31/2009
Yakima	BL-077068	12/31/2012



## MacDonald-Miller Facility Solutions State & City Business Licenses

### State Contractors or Electrical Licenses

	<u>License No.</u>	<u>Expiration Date</u>
<b>City Business Licenses - Oregon</b>		
Beaverton, OR	19100	12/31/2012
Canby, OR	3365	8/31/2012
Coos Bay	BUS-0009349	12/31/2012
Medford, OR	08-00025353	9/1/2012
Metro Contractors Business License***	7740	9/1/2012
Newberg	793	7/31/2010
Portland	664754	
Redmond, OR	07 00001561	12/31/2012
Roseburg, OR	BR-2003-134	No expiration
Sandy, OR	890	12/31/2012
Seaside, OR	764	12/31/2012
St. Helens, OR	02297	12/31/2012
Woodburn, OR	3458	7/12/2012



# MacDonald-Miller Facility Solutions, Inc.

## Key Contacts

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**Physical Address:** 12031 Northup Way, Suite 201 Bellevue, WA  
**Mailing Address:** P.O. Box 47983 Seattle, WA 98146  
**Phone:** 206.767.7995 24 hours 7 days a week  
 800.962.5979 24 hours 7 days a week  
**Web-site:** www.macmiller.com

**Contacts:**

**Account Manager:** Robert Gibson  
**Phone:** (206) 768.4188  
**Fax:** (206) 768.4189  
**Mobile:** (425) 879.1820  
**E-mail:** robert.gibson@macmiller.com

*Responsible for overall management of account. Escalation for any issue.*

**Service Area Manager:** Les Klopp  
 (206) 768.3812  
 (206) 396.9327  
 les.klopp@macmiller.com

*Responsible for delivery of Eastside Service and Maintenance.*

**Service Coordinators:** Jennifer Christianson, Debbie Omasich, Dawnielle Hallstead, Jeremy Chutich  
**Fax:** 206.768.4189

*Responsible for service call outs, initial follow-up to a service call, scheduling of repairs & maintenance and initial contact.*

**Billing Inquiries:** Amanda St. Laurent

*Responsible for invoice and billing inquiries.*

**Repair Quotes:** Teresa Prescott

*Responsible for assembling small repair quotes.*

**Vice President Service Operations:** Dave Gough

*Responsible for overall delivery of Service and Maintenance. Accountable for Quality Control.*

**President:** Gus Simonds

*Responsible for overall operations at MacDonald-Miller Facility Solutions, Inc.*



**Robert Gibson**  
Account Manager  
Eastside Business Development

**MACDONALD-MILLER**

12031 Northup Way  
Suite 201  
Bellevue, WA 98005

Phone 206.768.4188  
Fax 206.768.4189  
Cell 425.879.1820

robert.gibson@macmiller.com

**EDUCATION**

Pacific Lutheran University  
BBA Finance & Economics

**AFFILIATIONS**

American Society of  
Heating, Refrigeration  
and Air-Conditioning  
Engineers (ASHRAE)

Building Owners and  
Managers Association  
(BOMA)

Eastside Sustainable  
Business Alliance (ESBA)

Suburban Cities Committee

Bellevue Chamber  
of Commerce

International Facility  
Management Association  
(IFMA)

www.macmiller.com

**SUMMARY**

For owners, high performance buildings are profitable and marketable. For users, they are pleasing and comfortable to experience. MacDonald-Miller delivers high performance with a focus on innovative engineering and operational excellence. The contractor of choice in Washington and Oregon, MacDonald-Miller provides mechanical engineering, design-build construction, energy performance management, and HVAC service and maintenance.

**COMPANY EXPERIENCE**

Robert Gibson joined MacDonald-Miller in 2011 and specializes in preventative maintenance business development throughout the Eastside. Robert is a highly motivated professional with four years experience in the mechanical construction and HVAC industry. He has an extremely hard work ethic that drives him to surpass job specifications and meet or exceed time restraints. Robert's comprehensive understanding of the HVAC market makes him highly qualified and capable of providing valuable solutions for his customers looking to reduce operating expenses and equipment downtime.

**PRIOR EXPERIENCE**

Prior to joining the MacDonald-Miller team, Robert worked for an HVAC Manufacturer's Representative firm in Seattle, specializing in the design of innovative, energy-efficient HVAC systems for commercial and industrial markets. As an integral part of the business, Robert provided sales and project management solutions to help minimize the negative impact of building systems on the environment. With a constant focus on providing value to the client, Robert was able to generate relationships with new and existing markets.

**MACDONALD-MILLER STATISTICS**

MacDonald-Miller is the largest service organization north of San Francisco, California. There are 76 dedicated service technicians and over 190 vans servicing the Puget Sound. With 7 offices strategically placed throughout the Northwest, MacDonald-Miller is able to respond to any service call in 2 hours or less, 24 hours a day, 7 days per week.

**REPRESENTATION**

A partial list of clients that Robert has represented includes:

- |               |                           |                          |
|---------------|---------------------------|--------------------------|
| Expedia       | Evergreen Hospital        | Bellevue Galleria        |
| Intelius      | Esterline Technologies    | Alder Biopharmaceuticals |
| Coinstar      | Overlake Christian Church | Demand Media             |
| Salish Lodge  | DeVry University          | Sahalee Country Club     |
| Drugstore.com | Olympic Physical Therapy  | Lexis Nexis              |
| Flagstar Bank | Liberty Mutual Group      | Sandusky Radio           |
| Paccar        | City of Sammamish         | City of Bellevue         |
| ERA Living    | David Barton Gym          | Open Window School       |



*Delivering More, Using Less*

**Form #3  
 Client Reference**

**Reference #1**

Reference Name	City of Bellevue
Contact Name	Tracy McMahan
Title	HVAC Svcs Specialist
Phone Number	425.452.5235
Scope of Services Provided	HVAC, Repairs and Maintenance, Special Project

**Reference #2**

Reference Name	City of Shoreline
Contact Name	Phil Ramon
Title	Facilities & Property Manager
Phone Number	206.801.2411
Scope of Services Provided	HVAC, Repairs and Maintenance, Special Project

**Reference #3**

Reference Name	City of Des Moines
Contact Name	Dick Stites
Title	Maintenance Manager
Phone Number	206.227.0937
Scope of Services Provided	HVAC, Repairs and Maintenance, Special Project

**Reference #4**

Reference Name	Bellevue Square
Contact Name	Glen Gachman
Title	Director of Operations
Phone Number	206.719.7739
Scope of Services Provided	HVAC, Repairs and Maintenance, Special Project

Form #4  
ACKNOWLEDGEMENT OF AMENDMENTS

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. 1, Dated 8/29/12

Amendment No. \_\_\_\_\_, Dated \_\_\_\_\_

Vendor Name: MacDonald-Miller Facility Solutions, Inc.

Address: 7717 Detroit Ave SW

City, State, Zip: Seattle, WA 98106

Signature of Authorized Representative:  David H. Herr

Title: Vice President

Phone Number: 206.768.3948

Forum "5"  
NONCOLLUSION AFFIDAVIT

State of Washington )

)

County of King )

I, the undersigned, being duly sworn, deposes and says that the person, firm, association, copartner ship or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Sammamish for consideration in the award of a contract on the specifications contained in RFP for HVAC Services for City of Sammamish Parks and Facilities.

I further acknowledge that by signing my signature, I am deemed to have signed and have agreed to the provisions of this affidavit.

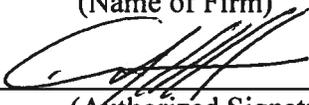
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**Name of Project: HVAC Services for City Parks and Facilities for City of Sammamish**

MacDonald-Miller Facility Solutions, Inc.

(Name of Firm)

BY:

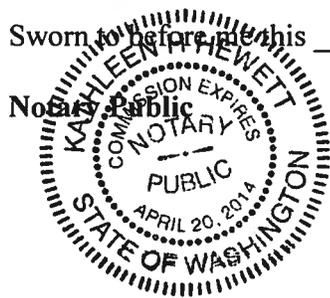


(Authorized Signature) *David H. Herr*

Title: Vice President

Sworn to before me this 4th day of September 2012.

Notary Public



**CORPORATE SEAL:**



September 5, 2012

City of Sammamish  
ATTN: Sevda Baran  
801 228<sup>th</sup> Ave SE  
Sammamish, WA 98075

RE: RFP # HVAC Services for City Parks and Facilities  
Responses to Section 3: Requested Services

City of Sammamish:

**3.03 – Performance Expectations:**

MacDonald-Miller Facility Solutions has not reported any contract terminations for reason of default during the past five (5) years.

**3.05 B-15 & B-17 – Scope of Services:**

On behalf of MacDonald-Miller Facility Solutions, we will be selecting the following (2) journeyman level, factory trained and certified service technicians to the City of Sammamish Parks and Facilities account:

Primary Journeyman Service Technician: Skip Soucy  
Back-up Journeyman Service Technician: Quang Huynh

Attached to this letter you will find supplemental information, which includes a copy of each technician's licenses and a list of every HVAC skill class attended.

If you have any questions, please give me a call. We appreciate your business.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Gibson', written over a white rectangular area.

Robert Gibson  
Account Manager  
MacDonald-Miller Facility Solutions, Inc.

Last Name	First Name	Job Title	Position Description	Skill Title	Expired Skill	Class Date	Super First Name	Super Last Name
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Hilti DX 350 / DX 35	12/31/2099		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Hilti DX 351	12/31/2099		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Hilti DX 460	12/31/2099		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Hilti DX A40 / DX A41	12/31/2099		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Electrical HVAC-Rfrg LTD (06A)	9/14/2012		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	EPA - Type I	12/31/2099		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	EPA - Type II	12/31/2099		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	First Aid	1/12/2012		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Hilti DX 600N	12/31/2099		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	OSHA 30	12/31/2099		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Refrig - Jmy Mech A	6/30/2013		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Steam Engineer - Grade 3	9/30/2012		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Rigging - Awareness Training	12/31/2099		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Asbestos Awareness Training	4/28/2012		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Scaffold Safety - 2 Hours	12/31/2099		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Fall Protection - 2 Hours	12/31/2099		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	CPR	1/12/2012		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Rapid Gate - Naval Base Kitsap	10/27/2012		LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Mitsubishi City Multi Service	10/19/2010	10/19/2010	LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Boiler Inspection		4/16/2009	LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Mitsubishi - City Multi System		12/10/2009	LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Water Treatment - Closed Loops		3/24/2009	LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Tridiam AX Troubleshooting		10/29/2009	LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Confined Space - Zone Mtg		2/19/2010	LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Confined Space - Zone Mtg		7/15/2008	LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Winter Driving - Zone Mtg		10/20/2009	LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Ladder Safety - Zone Mtg		2/17/2009	LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Ladder Safety - All Area Mtg		3/18/2009	LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Ladder Safety - Zone Mtg		9/21/2011	LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Ladder Safety - Zone Mtg		11/17/2009	LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Proper Lifting - Zone Mtg		1/21/2009	LESTER	KLOPP
HUYNH	QUANG	66SR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Proper Lifting - Zone Mtg		7/23/2010	LESTER	KLOPP

Last Name	First Name	Job Title	Position Description	Skill Title	Expired skill	Class Date	Super First Name	Super Last Name
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Proper Lifting - All Area Mtg		9/16/2009	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Fail Protection - All Area Mtg		3/10/2010	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Fail Protection - Zone Mtg		5/19/2009	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Fail Protection - Zone Mtg		5/20/2011	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Person Protect Equip-Zone Mtg		1/21/2011	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Person Protect Equip-Zone Mtg		4/21/2009	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Lock Out/Tag Out - Zone Mtg		2/17/2012	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Lock Out/Tag Out - Zone Mtg		10/22/2010	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Heat Stress - All Area Meeting		6/16/2010	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Heat Stress - All Area Meeting		6/17/2009	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Distracted Driving - Zone Mtg		4/23/2010	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Prevent Elec Shock - Zone Mtg		2/18/2011	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Driver Awareness - Zone Mtg		6/15/2011	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Hot Work - Zone Mtg		8/19/2011	LESTER	KLOPP
HUYNH	QUANG	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Working in Cold Weather		1/27/2012	LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Electrical HVAC-Rfrg LTD (06A)	5/3/2015		LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	EPA - Universal	12/31/2099		LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	First Aid	4/25/2013		LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Steam Engineer - Grade 3	9/30/2012		LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	CPR	4/25/2013		LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Mitsubishi City Multi Service		10/19/2010	LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Distracted Driving		4/18/2012	LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Controlinks - Technical		7/24/2008	LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Mitsubishi - City Multi System		12/10/2009	LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Belimo 101 - Part 1		1/11/2011	LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Belimo 101 - Part 2		1/13/2011	LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Ground Fault Protect-Zone Mtg		11/18/2008	LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Fail Protection - Zone Mtg		5/14/2012	LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Lock Out/Tag Out - Zone Mtg		10/22/2010	LESTER	KLOPP
SOU CY	ARTHUR	66SJR	LOC-66 SEA~Com Mstr Sv Jmy Ms	Heat Stress - Zone Meeting		7/20/2012	LESTER	KLOPP



## MacDonald-Miller Executive Summary

### INTRODUCTION

On behalf of MacDonald-Miller Facility Solutions, we would like to submit our HVAC Maintenance proposal describing our zone-based, Service and Account Management approach. At MacDonald-Miller, all of our departments, which include: Energy, Automation, and Design, will work together to reduce overall lifecycle operating and capital expenses for HVAC equipment (HVAC, utilities, and comfort) at the City of Sammamish Parks and Facilities.

### RELEVANT EXPERIENCE

MacDonald-Miller is the largest service organization north of San Francisco. We have the technical knowledge, experience and people power to resolve any service challenge. Our service base exceeds \$13 million and includes over 2,500 active service contracts, plus hundreds more clients in our new construction business. Additionally, our service business alone regularly exceeds \$50 million of annual revenue.

The table below provides examples of accounts comparable to this RFP:

Client	Services	Phone	Size ( In Dollars)
Bellevue City Hall	HVAC Service, Maintenance	206-601-1273	\$125,000.00
King County Libraries	HVAC Service, Maintenance	206-255-4421	\$400,000.00
City of Shoreline	HVAC Service Maintenance	206-801-2411	\$45,000.00
Bellevue Service Center	HVAC Service Maintenance	206-601-1273	\$25,000.00

What makes this possible is MacDonald-Miller's **Zone-based Service Department** of 100+ service technicians in more than seven offices throughout Washington and Oregon. Please refer to Appendix A for an example of the locations of our service technicians on a typical day in September.

### ***What benefits do our clients experience?***

#### **CONSISTENT MAINTENANCE SCHEDULING**

Minimizing repairs and maximizing equipment life is dependent upon the building's maintenance schedule. Often, preventative and predictive maintenance is done that increases building systems repairs and utility bills as well as total cost of maintenance. Our approach may increase maintenance tasks, but they will significantly decrease the repair costs and energy consumption, which in turn decreases the utility costs.

#### **DEDICATED ACCOUNT MANAGEMENT**

The City of Sammamish Facilities account will be handled by Robert Gibson. Account management is more than sales. We are advocates for our clients; we are available to quickly resolve any issues that arise from normal operations. Additional Bellevue team members include Les Klopp (Eastside Service Area Manager) and Steve Harbison (Eastside Special Projects Account Manager).

#### **FACILITIES INFORMATION INSTANTLY AVAILABLE**

Over the past few years, MacDonald-Miller Facility Solutions has invested in improving its service to its clients by implementing a new computerized maintenance management software (CMMS) program, Wrensoft, and coupling it with MobileTec software on the technicians' wireless devices. The combination of Wrensoft and MobileTec allows our technicians to have access to your buildings' information at their fingertips.

In addition to being 100% wireless for our fieldwork data, we offer our clients a web portal for access to important service information about each building site.

#### **FACILITIES MANAGEMENT**

Our first visit to the City of Sammamish facilities will involve evaluating the building systems and equipment, and assessing how each system is operating. We will spend time gathering information on the existing HVAC equipment. In addition, we will photograph and log the age of all of the equipment. Our Account Management staff will assemble a Mechanical Asset Management program that will help the City of Sammamish staff decide when and which equipment needs to be replaced in a capital equipment program. This can also result in improved energy efficiency and conservation. We have years experience assembling programs that will maximize our clients' capital dollars to ensure the best Lifecycle ROI for the City of Sammamish mechanical systems and utility expenditures.

#### **DESIGN and ENGINEERING PARTNER**

MacDonald-Miller is not only a premier HVAC service company, but also an award winning design-build contractor. Our engineering team is qualified to design commercial building systems in many states and is on retainer for several national accounts to provide design services. The key characteristics of a good engineering partner are having full design-build service experience, and in addition to providing the design, continuing to support the client for the full life of the building.

### **AUTOMATION (Controls) PARTNER**

MacDonald-Miller is consistently in the top 10 dealerships for both the Honeywell (Webs) and Steafa (Talon) Tridium Niagara AX installations. We install vendor and product neutral systems, which allow our clients to choose their vendor based on SERVICE, not because they are locked into a proprietary automation system. Being one of the best automation or controls contractors in the Pacific Northwest, we can help the City of Sammamish choose an automation system and help standardize the building portfolio.

### **ENERGY PARTNER**

MacDonald-Miller's approach to energy conservation comes from our many years experience in the private / commercial building sector. Our preferred approach, Operational Excellence, focuses on operating existing equipment in buildings efficiently through tuning instead of replacing equipment and quickly moving on to the next "project". We will suggest replacement of the existing equipment when appropriate, but it is important to operate equipment as efficiently as possible for the 15 years after it is replaced. We have numerous examples of buildings from small to large in which we have helped our clients to save 10-40% on their utility bills from tuning the operation of the existing HVAC and lighting equipment.

### **CONCLUSION**

Thank you in advance for your time and consideration. MacDonald-Miller Facility Solutions would like to offer the City of Sammamish staff the next level of services needed for the current facilities. We feel our Service – Automation – Energy Management capabilities are the best fit for this account. MacDonald-Miller offers the expertise and experience needed to help your facilities team manage your various locations, and improve their energy efficiency (utility), maintenance, and improved returns on capital improvements (equipment longevity).

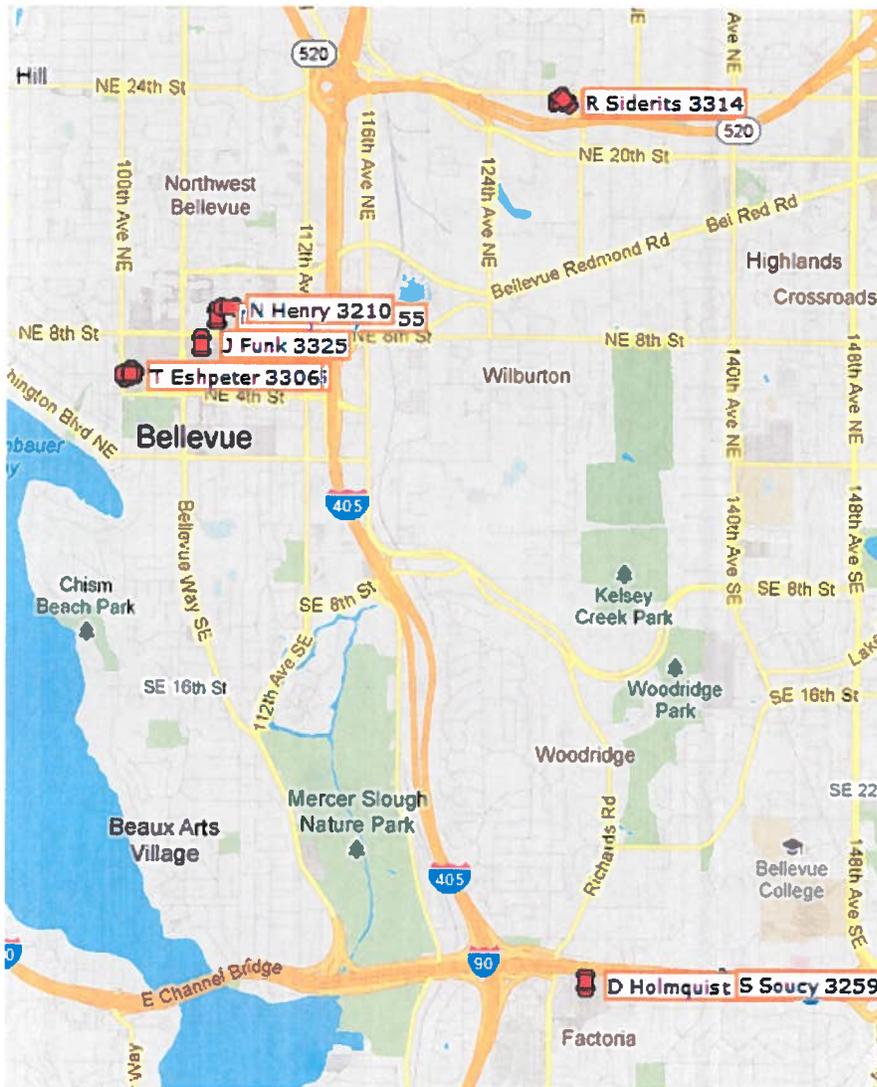
Sincerely,



Robert Gibson  
Account Manager  
MacDonald-Miller Facility Solutions

## Technician and Site Locations

This is a snapshot of our eastside service technicians on Wednesday, September 5<sup>th</sup>, 2012 at 11:00AM. In this picture, we have 7 technicians within a 2 mile radius that can respond to any City of Sammamish emergency repair call within 2 hours.



## Technology and Web portal

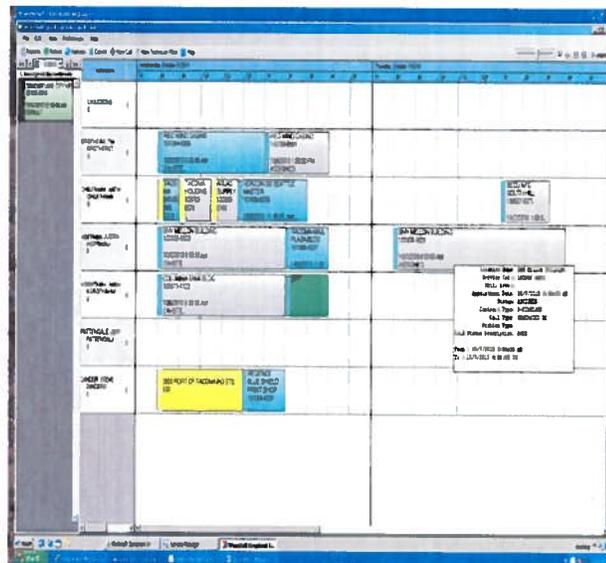
### TECHNOLOGY

WennSoft's Software utilizes the Microsoft Great Plains platform, which has created a leading industry software, Enterprise Resource Planning system, for wireless devices specifically used by HVAC Mechanical contractors. We have already implemented the software into our core business processes, integrating the CMMS (Computerized Maintenance Management System) with our dispatching system and accounting systems.

Our entire service technician base has received the Motorola wireless devices, which will allow our service technicians to have up-to-date information on your building and equipment at their fingertips. In previous years, knowledge about a particular piece of equipment was only shared over the phone, but now with the handheld device, the technician can see what was done during the last service or maintenance visit. Our technicians will now have faster resolution times, saving our clients more money.



*MobileTec handheld device.*



*Screen capture of our technician scheduling software tool.*

### REPORTING

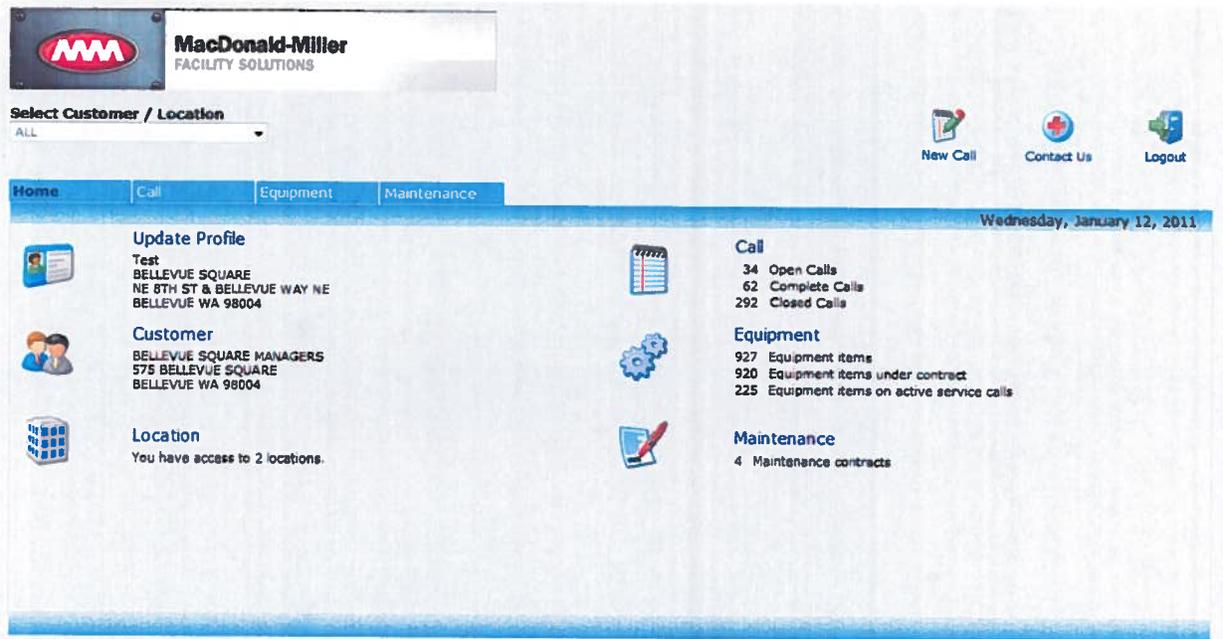
Integrating dispatching, CMMS, and accounting software together makes it possible to improve the quality of reporting and information collection we carry out on our client's equipment, service, and contract. Many of these reports can be customized, which allows the client to choose how and what to report for their business needs. Additionally, we allow web access for our clients to review their site(s) service and maintenance records.

### CLIENT WEB PORTAL

Used in conjunction with MacDonald-Miller's Service Management tool, the client portal utilizes the latest ASP.NET technology to allow a secure interface where facilities staff can submit service and access open calls, service call history, equipment and equipment service history, maintenance contracts, notes and document attachments. This tool provides facilities staff 24/7 access to the information that will allow them to control the service experience and better manage facilities.

**EXAMPLE SCREENS AND FEATURES**

Clients can access via secure user name and password. Once access is granted, the screen shot below shows the home screen:



If the facilities staff wants to check on a service call status, the screen below is an actual report showing all calls that have been resolved and “closed”:

Service Call Id	Service Description	Call Problem Type	Call Resolution	Call Type Id	Call Status	Completion Date
100724-0001	WATER LEAK #196	Water Leak		BLB	CLOSED	2010/07/26
100724-0001	WATER LEAK #196	Water Leak		BLB	CLOSED	2010/07/26
100731-0001	SP168, TALLS CAMERA, UNW	CANCELLED CALL		BLB	CLOSED	2010/07/31
100731-0001	SP168, TALLS CAMERA, UNW	CANCELLED CALL		BLB	CLOSED	2010/07/31
100802-0043	HALLMARK - WATER LEAK	Water Leak		BLB	CLOSED	2010/08/05
100802-0043	HALLMARK - WATER LEAK	Water Leak		BLB	CLOSED	2010/08/05
100804-0001	SPACE 276 VILLA PIZZA TOO HOT	hot complaint		BLB	CLOSED	2010/08/04
100804-0001	SPACE 276 VILLA PIZZA TOO HOT	hot complaint		BLB	CLOSED	2010/08/04
100805-0029	UPDATE GRAPHICS FOR KDC	Control Work		BLB	CLOSED	2010/08/16
100805-0029	UPDATE GRAPHICS FOR KDC	Control Work		BLB	CLOSED	2010/08/16

The screen below shows the various site locations under the same maintenance contract.

Select Customer / Location  
 ALL

Home Call Equipment Maintenance

Customer Location

Customer Number	Address Code	Location Name	Address1	City	State
20071	523BEL	NE CORNER BLDG/BELL SQ	523 BELLEVUE WAY NE	BELLEVUE	WA
20071	NE8THS	BELLEVUE SQUARE	NE 8TH ST & BELLEVUE WAY NE	BELLEVUE	WA

The list of covered equipment can be accessed via the portal and is displayed below:

Home Call Equipment Maintenance

Equipment

ALL  
 BELLEVUE SQUARE MANAG  
 NE CORNER BLDG/BELL  
 BELLEVUE SQUARE

Equipment Id	Contract Number	Contract Type Id	Manufacturer	Equipment Type	Serial Number	Contract Sequence
AC 1	10708	C-COMPREHENSIVE		AIR CONDITIONER		1
AC 1	10708	C-COMPREHENSIVE		AIR CONDITIONER		2
AC 124-A	10708	C-COMPREHENSIVE	_York	AIR CONDITIONER	EMJS253357	1
AC 124-A	10708	C-COMPREHENSIVE	_York	AIR CONDITIONER	EMJS253357	2
AC 168			_York	AIR CONDITIONER	NOF6544392	0
AC 2058-A15	10708	C-COMPREHENSIVE	_York	AIR CONDITIONER	NFBM038304	1
AC 2058-A15	10708	C-COMPREHENSIVE	_York	AIR CONDITIONER	NFBM038304	2
AC 222	10708	C-COMPREHENSIVE	_Trane	AIR CONDITIONER	F07143102D	1
AC 222	10708	C-COMPREHENSIVE	_Trane	AIR CONDITIONER	F07143102D	2
AC M-1	10708	C-COMPREHENSIVE	_York	AIR CONDITIONER	NKBM063972	1

**COUNCIL**  **MINUTES**

**Regular Meeting**  
**September 4, 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, Assistant City Manager/Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

**Roll Call/Pledge of Allegiance**

Roll was called. Assistant City Manager/Director of Community Development Kamuron Gurol led the pledge.

**Approval of Agenda**

**MOTION:** Deputy Mayor James moved to amend the agenda by moving the proclamation from the Consent Agenda to Presentations. Councilmember Curley seconded. Motion carried unanimously 7-0.

**Proclamations**

Constitution Week – Mayor Odell read the following proclamation and presented it to Alice Stenstrom, representing the Daughters of the American Revolution:

**WHEREAS:** September 17, 2012, marks the two hundred twenty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE I, Thomas T. Odell,** on behalf of the Sammamish City Council in the State of Washington do hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK**

**AND** ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Sammamish in the State of Washington to be affixed this 4<sup>th</sup> day of September of the year of our Lord two thousand twelve.

### **Public Comment**

Michael Vrhel, 23610 NE 6<sup>th</sup> Street, He spoke in support of a Community Garden at the Lower Sammamish Commons park. He lives in the Tree Farm neighborhood, which is very shady and is not a great place for gardening. He feels that the community garden will help create community and learning situations for children. He hopes this becomes a priority for Council as they move forward.

Jim Chambers, 21700 SE 16<sup>th</sup> Place, He spoke regarding the SE 8<sup>th</sup> Street Park. He feels that the latest development plans for the park are very good and has integrated the wishes of the neighbors in regard to parking and development of the park.

### **Consent Calendar**

- Payroll for the period ending August 15, 2012 for pay date August 20, 2012 in the amount of \$288,518.00
- 1. Approval: Claims for period ending August 20, 2012 in the amount of \$784,606.10 for Check No. 32763 through No. 32885
- 2. Approval: Claims for period ending September 4, 2012 in the amount of \$2,709,296.10 for Check No. 32886 through No. 32970
- 3. Contract Amendment: Temporary Permit Technician Services/Prothman
- 4. Contract Amendment: Blue Board Sign Installation and Removal/Piedmont Signs
- 5. Approval: Rejection of Bid for Sammamish Landing Phase 1C – Dock & Beach Improvements
- ~~6. Proclamation: Constitution Week (Removed from the Consent Agenda)~~
- 7. Approval: Minutes for the July 16, 2012 Regular Meeting
- 8. Approval: Minutes for the August 6, 2012 Special Meeting

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

### **Public Hearing - None**

### **Unfinished Business - None**

### **New Business**

Ordinance: First Reading Amending Subsection 5.06.010(A), "Definitions" Of The Sammamish Municipal Code Relating To Solicitor Definitions; Amending Section 5.06.070, "Expiration" Relating To Solicitor License Expiration; Providing For Severability And An Effective Date.

City Clerk Melonie Anderson gave a staff report. Ms. Anderson briefly described the process in obtaining a Solicitor's license and the need to include "services" to the "Definitions" of the Sammamish Code and to adjust the expiration date to one year after the date issued.

City Manager Ben Yazici addressed a few questions raised by Council. The first being the possibility of adding photo identification to the issued license. The expense of equipment, training of staff and staff time would be an issue. Mayor Odell is concerned that it is impossible to identify if that card actually belongs to that individual without checking additional ID. Councilmember Nancy Whitten suggested a group permit for those exempt groups like Boy Scouts and Girl Guides, to save time. This is the first reading of this ordinance. No action is recommended.

Resolution: Setting a Public Hearing Date to Consider the Vacation of a Portion of 225<sup>th</sup> Avenue SE

City Engineer Laura Philpot gave the staff report and showed a PowerPoint presentation (available on the city's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)). This resolution will set the public hearing date. The merits of the vacation will be debated during the public hearing. The proposed date is October 15, 2012.

**MOTION:** Councilmember Vance moved to adopt the resolution scheduling a Public Hearing date of October 15, 2012 for the purpose of receiving testimony and deciding on the request to vacate the eastern most 9 feet of 225th Avenue SE right of way that is located just south of SE 32nd Street abutting King County Assessor Parcel No. 0924069201. Councilmember Gerend seconded. Motion carried unanimously 7-0 (R2012-502).

Authorization: Reard/Freed House Repairs

Parks & Recreation Director Jessi Richardson gave the staff report and showed a PowerPoint presentation (available on the city's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)). The repairs consist of a new roof, completion of exterior siding and painting of the house.

Councilmember Valderrama asked for confirmation that after these funds are expended, there is no authorization for further expenditures. Councilmember Whitten did point out that the city has agreed with Mary Pigott, who donated the property the Reard House is currently located on, to repair and maintain the house in a safe manner. She did caution both the Heritage Society and staff to consider any other financial contributions the city might have to make in relation to any grants that might be applied for in the future.

**MOTION:** Councilmember Gerend moved to authorize the City Manager to solicit bids and execute contracts to complete the roof replacement, siding repairs, lead paint stabilization and exterior painting of the Reard-Freed House in an amount not to exceed \$48,000. Deputy Mayor James seconded. Motion carried unanimously 7-0.

### **Council Committee Reports**

Deputy Mayor James announced that the next Economic Development Committee meeting will be held on Tuesday, September 25 at 9:00 am at City Hall.

Councilmember Vance announced that the next Public Safety Committee meeting will be Thursday, September 27 at 3:00 pm at City Hall.

### **Council Reports**

Councilmember Gerend announced that the Association of Washington Cities (AWC) will be sponsoring a Candidate Forum on September 18 from 9 am to 1 pm at the SeaTac Hilton. AWC also sponsors regional meetings and he encouraged other councilmembers to attend if possible.

Mayor Odell reminded Council that the Mayor's Month of Concern Food Drive will begin on September 22. He encouraged everyone's participation. Mayor Odell thanked the Sammamish Chamber of Commerce for an excellent time at the Sammamish Nights event.

### **City Manager Report**

Mr. Yazici told Council that he will be bringing a contract to Council to allow the city to join with other cities to appeal the Phase 2 NPDES Permit. The reason for the appeal is because these new regulations will prohibit necessary development and growth in the city. As well, it will unduly burden individual homeowners wishing to make improvements to their property. Joining this coalition will be the most cost effective as well as provide the necessary force to make changes to the permit.

Meeting adjourned at 7:30 pm

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Melonie Anderson, City Clerk

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Thomas T. Odell, Mayor



# City Council Agenda Bill

**Meeting Date:** October 2, 2012

**Date Submitted:** September 24, 2012

**Originating Department:** Admin Services

**Clearances:**

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

**Subject:** 2013 – 2014 Human Service Grants

**Action Required:** Review Human Service Committee Recommendations and award Human Service Grants for 2013-2014

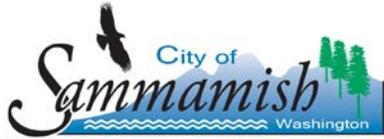
**Exhibits:** Human Services Committee Grant Recommendations  
HSFC Member Cities

**Budget:** 001-050-559-20-41-00 \$176,000 (preliminary budget amount)

**Summary Statement:** As part of the 2013-2014 Budget Process, the City Council typically awards Human Services Grants for the two year period. These awards are dependent on the approval of the overall budget.

**Background:** Sammamish is part of an alliance of 18 cities in East, North, and South King County known as Human Services Funders Collaborative (HSFC). Member cities of HSFC independently provide funding to organizations to provide critically needed human services in our communities, but we come together as one alliance every two years to receive applications. Agencies apply to every city in HSFC through the electronic portal Share1 (<http://share1app.culturegrants.org/>). Applications are received during the months of March and April.

Once the application period has closed, all applications are reviewed for completeness by staff and a preliminary recommendation is developed. This preliminary recommendation is then reviewed by the members of the Human Service Committee (Councilmembers John Curley, Don Gerend and Tom Vance) the City Manager and City Clerk. The committee recommendations are based on need/outcomes/budget and volunteer opportunities as well as an analytical evaluation based on the percentage of the program spent on Sammamish residents. Additionally, the decision was made to limit any one request to no more than \$10,000 to be consistent with pas practice. The total amount recommended is \$173,000 each year and is about a 2% increase each year from the last budget cycle.



## City Council Agenda Bill

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**Financial Impact:** \$176,000. This will fund the recommended grants as well as provide for a contingency amount if additional funds are requested during the two year budget period.

**Recommended Motion:** City Manager recommends approval of \$173,000 for years 2013 and 2014 for Human Service Grants.

Exhibit 1

AGENCY-PROGRAM	GRANT REQUESTS ALL CITIES	SAMMAMISH GRANT REQUEST	NUMBER OF CLIENTS	SAMMAMISH CLIENTS	PERCENT OF SAMMAMISH CLIENTS	SAME PERCENT TOTAL	2013/14 GRANT RECOMMENDATION	2011/2012 GRANT
ABSOLUTE Ministries - Discipleship & Housing	\$112,000	\$1,500	100	0	0	\$0	\$0	\$ -
Assistance League the Eastside - Operation School Bell	\$39,500	\$5,000	2,590	65	2.51	\$991	\$3,000	\$ 3,300.00
Athletes For Kids	\$34,600	\$14,000	121	46	38.02	\$13,154	\$10,000	\$ 11,000.00
AtWork! - Community Liaison	\$63,640	\$5,666	189	11	5.82	\$3,704	\$3,000	\$ 3,300.00
BAS Foundation	\$123,800	\$2,000	45,000	2500	5.56	\$6,878	\$0	\$ -
Bridge Disability Ministries -- Mobility	\$118,000	\$3,000	2,124	103	4.85	\$5,722	\$3,000	\$ -
Child Care Resources - Ch. Care Con. Ed & Provider Quality Imp.	\$113,919	\$1,386	1,791	19	1.06	\$1,209	\$1,200	\$ 1,100.00
Children\'s Response Center	\$102,887	\$2,750	465	25	5.38	\$5,532	\$2,750	\$ 2,750.00
Congregations for the Homeless - Housing	\$53,500	\$1,650	572	10	1.75	\$935	\$1,650	\$ 1,650.00
Congregations for the Homeless-Eastside Winter Shelter	\$35,150	\$600	78	1	1.28	\$451	\$0	\$ -
Congregations for the Homeless-Shelter	\$65,599	\$2,000	238	2	0.84	\$551	\$1,650	\$ 1,650.00
Crisis Clinic Crisis Line -24 Hour	\$104,500	\$4,000	41,373	1226	2.96	\$3,097	\$3,850	\$ 3,850.00
Crisis Clinic King County 211	\$137,000	\$3,000	58,300	325	0.56	\$764	\$1,100	\$ 1,100.00
Crisis Clinic Teen Link	\$66,500	\$5,000	6,335	250	3.95	\$2,624	\$5,000	\$ 4,950.00
Eastern European Counseling Center (EECC)	\$35,385	\$1,685	117	5	4.27	\$1,512	\$0	\$ -
Eastside Baby Corner -- Meeting Basic Needs for Children	\$84,285	\$5,850	12,125	112	0.92	\$779	\$5,850	\$ 6,600.00
Eastside Domestic Violence - CAP	\$318,433	\$11,000	454	22	4.85	\$15,431	\$10,000	\$ 11,000.00
Eastside Friends of Seniors	\$68,500	\$11,000	355	60	16.90	\$11,577	\$10,000	\$ 11,000.00
Eastside Legal Assistance Program - Legal Services	\$68,189	\$2,332	2,245	59	2.63	\$1,792	\$2,200	\$ 2,200.00
Eastside Timebank	\$25,500	\$500	362	15	4.14	\$1,057	\$0	\$ -
Elder and Adult Day Services	\$93,000	\$3,300	155	5	3.23	\$3,000	\$3,300	\$ 5,500.00
Encompass Northwest Birth to Three Early Interven. Services	\$19,000	\$7,000	123	37	30.08	\$5,715	\$7,000	\$ 6,600.00
Friends of Youth - Healthy Start	\$79,835	\$1,100	475	6	1.26	\$1,008	\$1,100	\$ 1,100.00
Friends of Youth - The Landing Shelter	\$42,922	\$1,100	100	4	4.00	\$1,717	\$1,100	\$ 1,100.00
Friends of Youth - Youth & Family Services	\$28,800	\$8,800	362	52	14.36	\$4,137	\$8,800	\$ 8,800.00
HealthPoint - Health Care for the Homeless	\$68,000	\$5,000	700	85	12.14	\$8,257	\$2,000	\$ -
HealthPoint - Primary Dental Care	\$308,000	\$5,000	17,097	100	0.58	\$1,801	\$2,000	\$ 1,650.00
HealthPointMedical	\$512,000	\$5,000	49,990	200	0.40	\$2,048	\$3,000	\$ 1,100.00
HERO House	\$42,200	\$1,200	200	7	3.50	\$1,477	\$1,200	\$ 1,100.00
Hopelink - Emergency Food	\$157,235	\$3,025	14,540	88	0.61	\$952	\$3,025	\$ 3,850.00

