

AGENDA

City Council Regular Meeting

February 3, 2009
Council Chambers

6:30 pm – 9:30 pm

Call to Order

Roll Call/Pledge of Allegiance

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.*

Approval of Agenda

Student Liaison Reports

- Eastlake High School
- Skyline High School

Presentations/Proclamations

- Lake Washington School District 2020 Vision

Consent Agenda

1. Approval: Claims for period ending January 31, 2009 in the amount of \$410,931.73 for check No. 22745 through No. 22823
2. Contract: Beaver Lake Master Plan/Berger
3. Amendment: Operation and Maintenance Facility Schematic Design True Bidding/TCF Architects
4. Amendment: Street Sweeping/Davidson Macri

Public Hearing

Public Hearing Continued from January 20, 2009 Regular Meeting:

5. Ordinance: Second Reading Declaring Public Use and Necessity for Land and Property to Be Condemned As Required For 244th Avenue Improvements Project; And Authorizing payment Therefore From the City's Transportation Capital Improvement Program fund

Unfinished Business - None

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



New Business - None

Council Reports – If Necessary

City Manager Report – If Necessary

Executive Session – Potential Litigation pursuant to RCW 42.30.110 (1)(i) and Property Acquisition pursuant to RCW 42.30.110 (1)(b)

Adjournment

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Events

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 6 p.m. Art Exhibit Reception - Winter Remedies 6:30 p.m. City Council Meeting	4 6:30 p.m. Sammamish Landing Public Meeting #3 Canceled	5 6 p.m. Planning Commission Meeting	6	7
8	9	10 6:30 p.m. City Council Study Session	11 6:30 p.m. Parks and Recreation Commission Meeting	12	13	14
15	16 8 a.m. President's Day City offices closed 6:30 p.m. Art Commission - Rescheduled to Feb. 23rd	17 6:30 p.m. City Council Meeting	18	19 6 p.m. Planning Commission Meeting	20	21
22	23 6:30 p.m. Arts Commission Meeting	24	25 6 p.m. Sammamish Youth Board Meeting	26	27	28

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City of Sammamish, M - F, 8:30 am - 5 pm

801 228th Ave SE, Sammamish, WA 98075, Phone: (425) 295-0500, Fax: (425) 295-0600

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Last updated Jan 29 2009

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Events

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 6:30 p.m. City Council Meeting	4	5 6 p.m. Planning Commission Meeting	6	7
8	9	10 6:30 p.m. Study Session	11 6:30 p.m. Parks and Recreation Commission Meeting	12	13	14
15	16 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Study Session	17 7 p.m. City Council Meeting	18 6 p.m. Sammamish Youth Board Meeting	19 6 p.m. Planning Commission Meeting	20	21
22	23	24	25	26	27	28
29	30	31				

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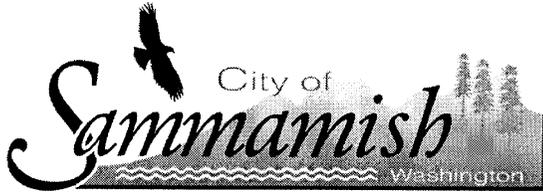
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Last updated Jan 29 2009

AGENDA CALENDAR

February 2009			
Tues 02/03	6:30 pm	Regular Council Meeting	Presentation: Lake Washington School District 2020 vision/Linkage Meeting Second Reading Condemnation Ordinance Contract: Beaver Lake Master Plan/Berger (consent) Amendment: Street Sweeping/ (consent) Amendment: O&M Facility Design/TCF Architects (consent) Executive Session – Potential Litigation RCW 42.30.110 (1)(i) and Property Acquisition RCW 42.30.110 (1)(b)
Fri 02/06	9:00 am	Staff Retreat	
Tues 02/10	6:30 pm	Study Session	Shoreline Master Plan
Mon 02/16			President's Day (City Offices Closed)
Tues 02/17	6:30 pm	Regular Council Meeting/Study Session	Shoreline Master Plan Resolution: Final Acceptance/South Pine Lake Route (consent) Resolution: Final Acceptance/212 th Sidewalk Project (consent) Resolution: 248 th Street Paving
March 2009			
Tues 03/03	6:30 pm	Regular Council Meeting	Quarterly Reports
Tues 03/10	6:30 pm	Study Session	Sammamish Landing: Review of Preferred Master Plan Presentation: City Hall Clock Shoreline Master Plan
Mon 03/16	6:30 pm	Study Session	Joint Meeting with Planning Commission Shoreline Master Plan
Tues 03/17	6:30 pm	Regular Council Meeting	Quarterly Reports Ratification: County Wide Planning Polices
April 2009			
Tues 04/07	6:30 pm	Regular Council Meeting	Public Hearing: Ordinance First Reading Shoreline Master Plan Customer Service Training
Tues 04/14	6:30 pm	Study Session	
Mon 04/20	6:30 pm	Study Session	
Tues 04/21	6:30 pm	Regular Council Meeting	Public Hearing: Ordinance Second Reading Shoreline Master Plan
May 2009			
Tues 05/05	6:30 pm	Regular Council Meeting	Deliberation: Ordinance Shoreline Master Plan
Tues 05/12	6:30 pm	Study Session	
Mon 05/18	6:30 pm	Study Session	
Tues 05/19	6:30 pm	Regular Council Meeting	Adoption: Shoreline Master Plan
June 2009			
Tues 06/02	6:30 pm	Regular Council Meeting	Quarterly Reports
Tues 06/09	6:30 pm	Study Session	
Mon 06/15	6:30 pm	Study Session	
Tues 06/16	6:30 pm	Regular Council Meeting	Quarterly Reports
July 2009			
Tues 07/07	6:30 pm	Regular Council Meeting	
Tues 07/14	6:30 pm	Study Session	
Mon 07/20	6:30 pm	Study Session	
Tues 07/21	6:30 pm	Regular Council Meeting	

Sept 2009			
Tues 09/01	6:30 pm	Regular Council Meeting	
Tues 09/08	6:30 pm	Study Session	
Mon 09/15	6:30 pm	Regular Council Meeting	
Tues 09/21	6:30 pm	Study Session	
October 2009			
Tues 10/6	6:30 pm	Regular Council Meeting	Quarterly Reports
Tues 10/13	6:30 pm	Study Session	
Mon 10/19	6:30 pm	Study Session	
Tues 10/20	6:30 pm	Regular Council Meeting	Quarterly Reports
November 2009			
Tues 11/03	6:30 pm	Regular Council Meeting	
Tues 11/10	6:30 pm	Study Session	Commission Interviews
Mon 11/16	6:30 pm	Study Session	Commission Interviews
Tues 11/17	6:30 pm	Regular Council Meeting	
December 2009			
Tues 12/01	6:30 pm	Regular Council Meeting	Commission Appointments
Tues 12/08	6:30 pm	Study Session	
Mon 12/15	6:30 pm	Regular Meeting	
Tues 12/21	6:30 pm	Study Session	
To Be Scheduled		To Be Scheduled	Parked Items
Resolution: Adopting Evans Creek Preserve Master Plan Approval: Non-Motorized Project Priority List Street Lighting Standards Revision Storm Drainage Manual Update		Resolution: Pine Lake Water Quality Plan Resolution: Acceptance South Pine Lake Route Project	



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: January 29, 2009
RE: Claims for February 3, 2009

		\$	45,811.33
			775.91
			312,543.79
			51,800.70
45,811.33	+		
775.91	+		
312,543.79	+		
51,800.70	+		
004			
410,931.73	*		

TOTAL \$ 410,931.73

Check # 22745 through #22823

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
22745	01/20/2009	ANI	ANI Administrators NW Inc	1,661.61	000000
22746	01/20/2009	ICMA401	ICMA 401	29,378.01	000000
22747	01/20/2009	ICMA401x	ICMA401	4,651.10	000000
22748	01/20/2009	ICMA457	ICMA	10,120.61	000000

CHECK TOTAL:				\$45,811.33	

City of ~~Sammami~~
marlene

Accounts Payable
Computer Check Register Totals

Bill #1

Printed: 01/23/09 11:05

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
22749	01/23/2009	WAREV	Wa State Dept of Revenue	775.91	000000

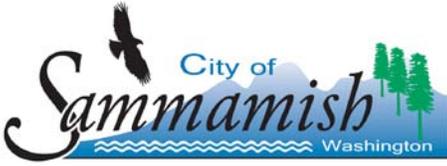
CHECK TOTAL:				\$775.91	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
22750	02/03/2009	AMERICA W	America West Env Supplies Inc	6,458.20	000000
22751	02/03/2009	AMES	Todd Ames	100.00	000000
22752	02/03/2009	ANI	ANI Administrators NW Inc	150.00	000000
22753	02/03/2009	APWA	American Public Works Assoc	147.00	000000
22754	02/03/2009	ATTLONG	AT&T	70.91	000000
22755	02/03/2009	BARKERLA	Barker Landscape Architects PS	4,143.73	000000
22756	02/03/2009	BARRY	Jack Barry	61.51	000000
22757	02/03/2009	BLESSUM	Julie Blessum	195.00	000000
22758	02/03/2009	BOLA	Bola Architecture & Planning	2,537.96	000000
22759	02/03/2009	CADMAN	Cadman, Inc.	624.44	000000
22760	02/03/2009	CAMWEST	Camwest Development	100.00	000000
22761	02/03/2009	CASCLAND	Cascade Land Conservancy	10,000.00	000000
22762	02/03/2009	COMCAST2	COMCAST	105.23	000000
22763	02/03/2009	DAVID	Davidson-Macri Sweeping, Inc	13,224.52	000000
22764	02/03/2009	EAGLE	Eagle Press & Supply	8,874.96	000000
22765	02/03/2009	EASTSERV	Eastside Services, Inc	9,137.78	000000
22766	02/03/2009	ECOTONE	Ecotone Commissioning Group LL	3,990.00	000000
22767	02/03/2009	ELAP	Eastside Legal Assistance Program	500.00	000000
22768	02/03/2009	ENCOMPAS	Encompass	1,625.00	000000
22769	02/03/2009	FASTENAL	Fastenal Industrial Supplies	903.85	000000
22770	02/03/2009	FRANCO2	U. S. Postal Service/ Francotyp-Postalia Teleset	2,500.00	000000
22771	02/03/2009	G&M	G & M Traffic Solutions	522.00	000000
22772	02/03/2009	IKONNW	Ikon Office Solutions	16.51	000000
22773	02/03/2009	IMG	IMG	192.00	000000
22774	02/03/2009	JKASSOC	J & K Associates	6,719.82	000000
22775	02/03/2009	KENYON2	Kenyon Disend PLLC	17,351.01	000000
22776	02/03/2009	KINGDD	King County DDES	1,260.00	000000
22777	02/03/2009	KINGWAT	King County Finance Water & Land Division	72,366.68	000000
22778	02/03/2009	KLEINFEL	Kleinfelder, Inc.	1,359.00	000000
22779	02/03/2009	LACKIE	Christopher Lackie	100.00	000000
22780	02/03/2009	LAFRANCE	Eric LaFrance	97.35	000000
22781	02/03/2009	LAKESIDE	Lakeside Industries	333.44	000000
22782	02/03/2009	LOCHNER	Lochner, Inc.	41,651.33	000000
22783	02/03/2009	MATTHEWS	Bruce N. Matthews	234.00	000000
22784	02/03/2009	NAPA	Napa Auto Parts Inc.	18.51	000000
22785	02/03/2009	NARBOR	Northern Arboriculture, Inc	299.75	000000
22786	02/03/2009	NC MACH	NC Machinery Co	994.24	000000
22787	02/03/2009	NORTHFOR	Northfork Enterprises	2,997.50	000000
22788	02/03/2009	NWCASC	Northwest Cascade, Inc.	554.84	000000
22789	02/03/2009	NWLSVC	NW Landscape Service	10,165.34	000000
22790	02/03/2009	NWWeath	NW Weathernet	275.00	000000
22791	02/03/2009	PACPILE	Pacific Pile & Marine LP	43,709.00	000000
22792	02/03/2009	PAW	Planning Assoc of WA	115.00	000000
22793	02/03/2009	PERFORMA	Performance Journeys, Inc	9,235.00	000000
22794	02/03/2009	PERRY	Steven Perry	234.00	000000
22795	02/03/2009	PERSON	Catherine Person Gallery	2,199.62	000000
22796	02/03/2009	PLAYCREA	Play Creation, Inc.	523.38	000000
22797	02/03/2009	QWEST	QWEST	175.52	000000
22798	02/03/2009	RAAB	Julie Raab	400.00	000000
22799	02/03/2009	RAINIER	Rainier Wood Recyclers Inc	18.00	000000
22800	02/03/2009	RIZZO	Tom Rizzo	2,194.25	000000
22801	02/03/2009	SB&MAC	Stewart Beall & MacNichols	4,480.00	000000
22802	02/03/2009	SITE	Site Workshop	4,760.00	000000
22803	02/03/2009	SPRINT	Sprint	162.90	000000
22804	02/03/2009	SUNBELT	Sunbelt Rentals	546.39	000000
22805	02/03/2009	SWSPCP	Society of Wetland Scient For Prof Recertification	60.00	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	Bill #1 <u>Voucher</u>
22806	02/03/2009	TLC	Total Landscape Corp	7,237.28	000000
22807	02/03/2009	TRANSPOR	Transportation Choices Coalition	1,000.00	000000
22808	02/03/2009	UPS	United Parcel Service	82.17	000000
22809	02/03/2009	VAN NOST	Maren Van Nostrand	1,881.60	000000
22810	02/03/2009	WAAUDIT	Wa State Auditor's Office	1,626.51	000000
22811	02/03/2009	WAECOL	Wa State Dept of Ecology	241.45	000000
22812	02/03/2009	WAPELRA	WAPELRA	200.00	000000
22813	02/03/2009	WATREAS	Wa State Treasurer	810.00	000000
22814	02/03/2009	WFOA	Wa Finance Officers Assoc	100.00	000000
22815	02/03/2009	WHITTEN	Nancy Whitten	500.00	000000
22816	02/03/2009	WSAPT	Wa Assoc Permit Technicians	105.00	000000
22817	02/03/2009	YAKIMA	Yakima County Department of Corrections	6,988.31	000000
CHECK TOTAL:				\$312,543.79	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
22818	02/03/2009	JPMORGAN	JP Morgan Chase	944.09	000000
22819	02/03/2009	KINGFI	King County Finance A/R	1,200.00	000000
22820	02/03/2009	KINGWAT	King County Finance Water & Land Division	4,082.80	000000
22821	02/03/2009	PARAME	Parametrix, Inc.	44,944.37	000000
22822	02/03/2009	PSE	Puget Sound Energy	439.44	000000
22823	02/03/2009	WSAPT	Wa Assoc Permit Technicians	190.00	000000

CHECK TOTAL:				\$51,800.70	



CITY COUNCIL AGENDA BILL

Subject:

Contract with The Berger Partnership for the completion of a Master Plan for Beaver Lake Park.

Meeting Date: February 3, 2009

Date Submitted: January 27, 2009

Originating Department: Parks & Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Police
<input type="checkbox"/> Public Works	<input type="checkbox"/> Fire
<input type="checkbox"/> Building/Planning	<input checked="" type="checkbox"/> Attorney

Action Required:

Authorize the City Manager to sign a contract with The Berger Partnership for the completion of a Master Plan for Beaver Lake Park in the amount of \$112,905.00

Exhibits:

1. Contract and Scope of Work

Budgeted Amount: \$125,000 has been allocated in the 2009 budget to complete the Master Plan for Beaver Lake Park.

Summary Statement:

In November 2008 a Request for Proposals (RFP) was published for landscape architectural services for Beaver Lake Park. Fourteen proposals were received on December 11, 2008. The proposal review team scored the proposals based on criteria outlined in the RFP. Three firms with the highest scores were invited for interviews.

Interviews were held on January 8, 2009 at Sammamish City Hall with The Portico Group, Jones and Jones and The Berger Partnership. The interview panel consisted of five participants, including two staff from the Parks and Recreation Department, one from Public Works and two Parks Commissioners.

The five members of the selection committee chose The Berger Partnership unanimously. Key selection comments focused on their preparation, presentation style, design capabilities and knowledge of the site. Based on the quality of previous planning and design work with projects of a similar nature, the experience and qualifications of their staff and the ability to meet the project time schedule, The Berger Partnership was selected for the project.

This firm has significant experience and expertise in park planning and design, including environmentally sensitive park sites in the Puget Sound region. They have experience working in the City of Sammamish and are familiar with our codes and process.

The initial phase of the consultant's work will be to complete a site investigation including preparation of a base map, wetland and stream reconnaissance, and a summary of the identified issues, opportunities and constraints.

The City's Model Master Plan Process will be utilized to seek input from the public regarding the master plan.

Background:

Beaver Lake Park is an 83-acre park in the southeast section of the City. The park was transferred to the City from King County in January 2003 and currently contains a large pavilion and lodge with public restrooms on the east side of the park and three ball fields, an off leash area, a picnic shelter, play structure and restrooms on the west side. These two areas are separated by forested area in the middle of the park. The park also has 1900 lineal feet of shoreline along Beaver Lake on the east end of the park.

Since the transfer of the park to the City, there has been a fragmented approach to making improvements to the park on an as needed basis. The motivation for the master plan is to look at the park as a whole in a comprehensive manner through a process which involves the Sammamish community.

Financial Impact:

The contract with The Berger Partnership for consultant services is in the amount of \$112,905.00. A total of \$125,000 is allocated in the 2009 Budget for the Beaver Lake Park. This amount is intended to fund the completion of a master plan for the site. A total of \$1,750,000 is allocated in the 2010 budget for a Phase I improvement project.

Recommended Motion:

Authorize the City Manager to execute a contract with The Berger Partnership for consultant services to complete the Master Plan for Beaver Lake Park.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: The Berger Partnership PS

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and The Berger Partnership PS, 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:

According to the rates set forth in Exhibit "___"

A sum not to exceed **\$112,905.00**

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, 2010, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.
4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

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 warrants that for 2 years following termination of this contract, no officer, agent or employee of Consultant will enter into any contract or agreement with any entity that is currently engaged in litigation with the City or which is in the future engaged in or has threatened litigation with the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.
14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.
15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.
16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 898-0660

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

Company Name The Berger Partnership PS
Contact Name Mr. Guy Michaelson
Street Address 1721 8th Avenue N.
City, State Zip Seattle, WA 98109
Phone Number 206.325.6877
Email guy@m@bergerpartnership.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: [Signature]

Title: City Manager

Title: Principal

Date: _____

Date: 1/27/09

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A

1.23.09

Jessi Richardson, Director
Linda Frkuska, Deputy Director
City of Sammamish, Parks and Recreation
801 228th Avenue SE
Sammamish, WA 98075

Fee Estimate for Landscape Architectural Services – City of Sammamish, Beaver Lake Park Master Plan

Dear Jessi and Linda:

We are pleased to provide you with this fee estimate for work on the Beaver Lake Park Master Plan. The following outlines our proposed landscape architectural services, with each phase of service described and a corresponding fee assigned. Tasks to be completed are detailed on the attached task worksheet. We have prepared this estimate based on a public outreach process that differs from the City's typical approach to the master plan process to engage more public input and build consensus for the project. This fee proposal is based on numerous assumptions, which we have attempted to detail herein.

Phase 1: Inventory, Site Analysis & Project Scoping

Work in this phase is to include those tasks identified on the attached task worksheet and as noted in the assumptions in this fee estimate:

1. This phase of work is assumed to run from approximately February through mid-April 2009.
2. The purpose of this phase is to gather and compile background information that will form the baseline conditions from which the planning effort will proceed. Findings from meetings with Parks and other city departments will help build background on potential park needs. The city will provide existing documentation (GIS, as-built drawings and other background information) of the site. Identification of environmental conditions, approximate wetland limits, and possible buffer implications will be based on information provided by the city and ground reconnaissance. It is important to note this identification is not a formal wetland delineation, tree survey, or soils analysis, but more general observations. If during the master plan process precise wetland limits and setbacks, soils, etc., appear to be an issue, formal testing, delineation or reports can be prepared upon your approval for an additional cost. An inventory of shoreline will be completed. Public outreach during this phase may include a survey ("stakeholder" meetings may be held in Phase 2 in lieu of this survey). This phase will also include meetings with the Parks Board and City Council Work Session.



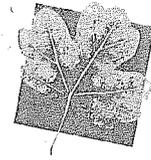
The Berger Partnership PS
Landscape Architecture

1721 8th Avenue N
Seattle, WA 98109
v 206.325.6877
f 206.323.6867

bergerpartnership.com

EXHIBIT A

1.23.09
Beaver Lake Park Master Plan
Fee Estimate for Landscape Architectural Services
Page 2 of 7



3. Deliverables in this phase include:

- Base drawing of park (to serve as a basis for all further master plan development)
- Analysis drawings, hand or CAD generated as determined by Landscape Architect. (Landscape Architect is to retain drawings during design process, copies available to the City on request.)
- Draft and Final Shoreline, habitat and steep slope memoranda and maps

Phase 2: Park Programming

Work in this phase is to include those tasks identified on the attached task worksheet and as noted in the assumptions in this fee estimate:

1. This phase of work is assumed to run from mid-April-June, 2009,
2. In this phase the overall park program will begin to emerge based on the realities of the site (identified in the Inventory & Analysis), and the desires of the public (from the possible survey, stakeholder meetings and community meeting) and the Parks Department. Based on this input, an overall park program will be developed. This park program may also be influenced by permit and schedule implications and realities.
3. Potential deliverables in this phase include:
 - Preliminary park program

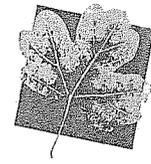
Phase 3: Master Plan Development

Work in this phase is to include those tasks identified on the attached task worksheet and as noted in the assumptions in this fee estimate:

1. This phase of work is estimated to run from mid-July through September 2009.
2. Based on findings and initial park programming, 2-3 design alternatives will be developed with input and review from Parks in preparation for the second community workshop, and Parks Commission and City Council meetings. Following this round of input, the alternatives will be refined into a preferred plan. Supporting documents and graphics are prepared and refined throughout this phase, leading to the third round of public commission and council meetings, after which the preferred concept will be further refined (refinements are assumed to be "tweaks" at this point as opposed to significant changes to program and character). From this point, the final master plan package is developed to include a summary of the process, Probable Costs of Construction, draft SEPA checklist, final narrative and drawings.

EXHIBIT A

1.23.09
Beaver Lake Park Master Plan
Fee Estimate for Landscape Architectural Services
Page 3 of 7



3. The final report will be an 8-1/2 x 11 document with final project drawings, project description narrative, Master Plan Cost Considerations and graphics. Final report provided as one hard copy and electronic version on disk. Project illustrative drawings will be provided electronically as well as large-scale hardcopy (24x36 or 30x42).
4. Deliverables in this phase, assembled in a final report form, are as follows:
 - 2-3 preliminary design alternatives
 - Final park program and character
 - Final preferred design
 - Master plan cost considerations (Cost estimation elements)
 - Project phasing scenarios/recommendations
 - Draft SEPA checklist

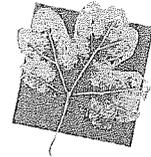
Assumptions

We have made the following assumptions in preparing this fee estimate:

1. We will develop a base drawing of the park based on information provided by the city and "ground truthing" existing site conditions. It is assumed that you will provide us with aerial photos and GIS information, including park limits, GIS level contours, utilities (sewer, stormwater and electrical) and property boundaries. "Ground truthing" will only be completed to a level based on observation and relative relationships to other elements on the site, which will not include measurement of site elements. "Ground truthing" is not a survey. If property lines or boundaries are a concern, or are needed for critical setback determination, a registered survey should be considered. Master plan work can only be completed to the level of detail and accuracy included in the assembled base drawing.
2. The level of detail of plan drawings will be adequate to convey location and character of elements. As drawings are further developed (i.e., from initial schemes to preferred scheme), drawings and documentation will become more detailed to allow approximate quantity take-offs for preparation of the probable cost of construction.

EXHIBIT A

1.23.09
Beaver Lake Park Master Plan
Fee Estimate for Landscape Architectural Services
Page 4 of 7



3. The City of Sammamish will be responsible for all scheduling, venue coordination, notification and sign-in sheets for public input opportunities. The Berger Partnership will coordinate agenda, mailers, etc., with the City and lead these meetings as required, providing meeting summaries of key issues and themes. If workshop or charrette formats are pursued for community meetings, the Principal-in-charge and Project manager will facilitate breakout groups. If additional facilitators are deemed necessary, they can be provided upon your request at an additional cost to the project.
4. Parks coordination meetings noted on the attached task worksheet (in bold) reflect meetings with Parks staff and any other relevant city agencies/departments invited by Parks. The focus of these meetings is to get input and approval to build on current design progress including drawings and program elements.
5. The Beaver Lake team, with The Berger Partnership as prime consultant, includes four subconsultants with defined scope and fee allowances included in this proposal: Anchor Environmental for wetland and environmental assessment; D.A. Hogan for Sports Field Design; and MKA for civil considerations.
6. While the plan may identify public art opportunities, coordination of specific artworks and/or collaboration with artists are not included in this proposal.
7. This proposal assumes a SEPA checklist will be completed for the project but assumes a full EIS process will NOT be triggered.
8. Design alternatives, derivative plans and preferred concept plans may be completed by hand, in CAD, or a combination of both as determined by the Landscape Architect for project efficiency and to meet the master plan project objectives.
9. The final Master Plan Report will be developed to an appropriate level of detail to identify program elements, recommended locations, and the design character of the park. The resulting master plan Cost Considerations (cost estimates) will be based on these plans but will also contain allowances for the yet to be developed concepts.

EXHIBIT A

1.23.09

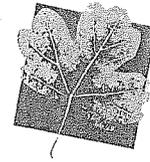
Beaver Lake Park Master Plan
Fee Estimate for Landscape Architectural Services
Page 5 of 7



10. Cost estimates will be prepared in Phase 3 based on the preferred concept. This cost estimate will quantify elements based on a master plan level of detail, with allowances for yet to be developed detail. Due to the limited level of detail associated with a master plan, not all costs can be precisely defined at this stage. (A more definitive estimate of probable construction costs would typically be prepared at later stages of a project's development.)
11. No permit preparations or application is included in this fee estimate.
12. Presentations beyond those noted on the attached task list will be made upon your approval and will be billed on an hourly basis.
13. The construction budget for the full master plan is not established; however, it is recognized that a Phase 1 budget is planned for 2010.
14. This fee agreement will be for a lump sum fee billed monthly for percentage completed.
15. No traffic analysis is being prepared as part of this scope of work. Impacts of park and program changes on traffic may be assessed as relative to the existing park uses, but no quantitative analysis of traffic patterns will be completed.
16. Wetland reconnaissance will be mapped on hardcopy and a preliminary determination of wetland rating made. It is important to note this is not a formal delineation.
17. No survey work is included in this project. Site reconnaissance will entail observation and documentation on GIS level drawings. Some GPS locating of environmental features may be used, but only per the discretion of Anchor Environmental and only where conditions allow.
18. No agency coordination meetings are planned for this project; however, they could be added as an addition to the scope and fee, which may be premature without formal delineations. No meetings with other agencies or groups beyond the city and community meetings are included.
19. The city shall provide all available reports on shorelines or already completed wetland reconnaissance.
20. The city shall provide the most current topographic mapping and aerial photos (both GIS and DWG format).
21. While stream locations may differ from GIS information, only significant discrepancies will be noted.

EXHIBIT A

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 Beaver Lake Park Master Plan
 Fee Estimate for Landscape Architectural Services
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22. Sports field studies will build on the field study work already completed by the city but could be broader in scope.
23. The shoreline assessment is based on breaking out shoreline into homogeneous shoreline segments (reaches) and documented using field observation and GIS data.
24. Steep slope analysis will be based exclusively on GIS data and not on field observation.

Schedule Considerations

Please note that the schedule included in this fee proposal is estimated. There is room to adjust the schedule both ways, lengthening the timeline (sometimes required due to scheduling numerous public, commission and council meetings) or shortening the timeline, which we feel is a realistic consideration and within our capabilities (again, we suspect scheduling of key input meetings will be the driving scheduling factor).

It is recognized there is a Phase 1 budget for the project in 2010. Assuming the master plan goes per the noted schedule, with adoption of the master plan in fall or winter of 2009, working in 2010 would likely include further design in preparation for a 2011 bid and construction window. However, it is also recognized that coordination with other site improvements (notably sewer) might accelerate the park project schedule. Any such accelerated schedule must be mindful of permitting issues that might prolong the pre-bid and construction process.

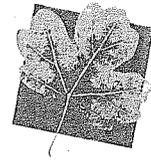
Fees

Based on the scope of services at this time, we have established a lump sum fee for landscape architectural services as follows:

Phase 1- Inventory, Site Analysis and Project Scoping	\$53,138.00
Phase 2 - Synthesis & Preliminary Concept Development	\$23,877.00
Phase 3 - Concept Dev., Costing, and Final Report	<u>\$35,890.00</u>
Total	\$112,905.00

EXHIBIT A

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Beaver Lake Park Master Plan
Fee Estimate for Landscape Architectural Services
Page 7 of 7



Fees will be billed monthly based upon the percentage of work completed. This percentage will be based on hours, milestones and deliverables. Services beyond those noted in this proposal will be billed as additional services on an hourly basis as follows, or lump sum fees can be negotiated:

Principal (Guy Michaelsen)	\$160.00 per hour
Project Manager (Dave Knight)	\$95.00 per hour
Landscape Architectural Staff	\$75.00 per hour
Administrative Staff	\$50.00 per hour

Printing, reprographic expenses, CAD plots, film, travel costs, and other reimbursable expenses will be billed in addition to the above sum, including a 10% administrative mark-up.

We are excited to work with you, the citizens of Sammamish, the Parks Commission, and City Council to view Beaver Lake Park through fresh eyes and make it a reflection of the city and its culture. We look forward to the opportunity to address any questions or additional information you may need in reviewing this fee estimate.

Sincerely,

The Berger Partnership PS

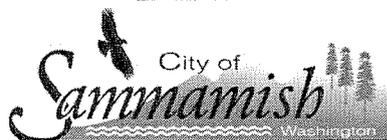
A handwritten signature in black ink, appearing to read 'Guy Michaelsen', written over the printed name.

Guy Michaelsen
Principal

A handwritten signature in black ink, appearing to read 'Dave Knight', written over the printed name.

Dave Knight
Project Manager

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 91-1122916

Social Security No.: _____

Print Name: _____

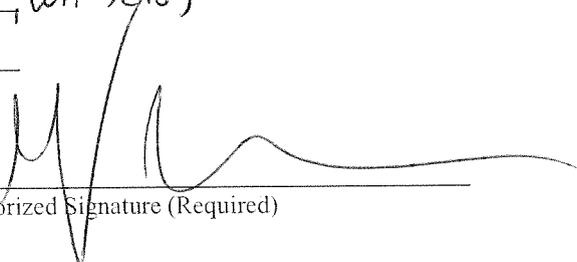
Title: _____

Business Name: The Berger Partnership PS

Business Address: 1721 8th AVE N, Seattle, WA 98109

Business Phone: 206-325-0877

1/27/09
Date



Authorized Signature (Required)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2008

DU CER (206) 621-6444 FAX (206) 515-0560
Gurry and Rogers Insurance Agency, Inc.
1200 5th Ave. #1825

Seattle WA 98101

INSURED
THE BERGER PARTNERSHIP, P.S.
1721 8TH AVE. N.

SEATTLE WA 98109

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	TRAVELERS INDEMNITY CO	
INSURER B:	CONTINENTAL CASUALTY	
INSURER C:		
INSURER D:		
INSURER E:		

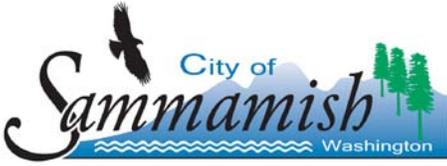
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	I6806173L861	10/24/2008	10/24/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000																
	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA73L35606	10/24/2008	10/24/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	CUP7681Y480	10/24/2008	10/24/2009	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000																
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	I6806173L861	10/24/2008	10/24/2009	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td><input checked="" type="checkbox"/></td> <td>OTHER</td> <td></td> </tr> <tr> <td>E L EACH ACCIDENT</td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E L DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E L DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	<input checked="" type="checkbox"/>	OTHER		E L EACH ACCIDENT			\$ 1,000,000	E L DISEASE - EA EMPLOYEE			\$ 1,000,000	E L DISEASE - POLICY LIMIT			\$ 1,000,000
WC STATUTORY LIMITS	<input checked="" type="checkbox"/>	OTHER																				
E L EACH ACCIDENT			\$ 1,000,000																			
E L DISEASE - EA EMPLOYEE			\$ 1,000,000																			
E L DISEASE - POLICY LIMIT			\$ 1,000,000																			
B		OTHER PROFESSIONAL LIAB	LAN113831005	11/4/2008	11/4/2009	\$2,000,000 OCCUR. \$2,000,000 AGGREGATE																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS FOR INFORMATIONAL PURPOSES ONLY.

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATIONAL PURPOSES ONLY.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Kari DiJulio/KD <i>Kari DiJulio</i>



CITY COUNCIL AGENDA BILL

Subject:

Consultant Contract Amendment: City of Sammamish Public Works and Parks Maintenance and Operations Facility. Schematic design through bidding.

Meeting Date: February 3, 2009

Date Submitted: January 29, 2009

Originating Department: Public Works

Clearances:

Action Required:

Authorize the City Manager to execute Contract Amendment 1 with TCF Architects for completion of the Schematic Design through Bidding phases for the city's new Public Works and Parks Maintenance and Operations Facility.

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. Contract Amendment 1 executed by TCF Architects dated 1/14/09, including scope of work, cost proposal and sub consultant attachments AS-1, AS-2, AS-3, AS-4, AS-5, AS-6, for completing the Schematic Design through Bidding of the project.

Budgeted Amount: The adopted 2009/10 budget contains a total of approximately \$5.3M for design and construction of the new Parks and Public Works Operations and Maintenance Facility. This money is contained in the Streets (101), Parks Capital (302), and Surface Water Capital (438) budgets.

Summary Statement:

This Contract Amendment 1 to existing city contract C2008-123 authorizes the consulting architectural firm of TCF Architecture and their design team to provide assistance to the city in completing the schematic design through bidding phases for the city's new Public Works and Parks Maintenance and Operations Facility project. The work to be completed by the consultant under this contract amendment includes: schematic design, final design development, construction document development and bidding assistance for the new maintenance facility building(s), site work, sanitary sewer extension and off site 244th Avenue street frontage improvements.

The cost for the consultant to complete all of the scope of work identified in Contract Amendment 1 is not to exceed \$ 535,208.00

Background:

- The City's current Maintenance and Operation facility is split between two locations, one located at Beaver Lake Maintenance Shop and the other in the Lamb house located on 228th north of the Discovery Elementary School.
- In the past years, numerous sites have been considered as to location for the new O&M facility. Beaver Lake Park, LWSD on SR 202, future YMCA Site on 228th Avenue, Kellman house site, SPWSD site (a joint venture with the district) were just some of the sites studied.
- Previously, two Needs Assessments were prepared for the O&M Facility. One of the studies was for a joint facility with S.P.W.S.D. The second study prepared in 2004 was for a non site specific City use only facility. This study was prepared to provide probable cost estimate and validate the space needs program for the city. The 2004 needs assessment was developed with out any actual known site; as such they were generic in nature.
- In March of 2007, the City purchased the Noelke site a 4.86 acre parcel located at 1801 244th Ave. N.E., for the future O& M Facility location.
- On February 19, the City Council approved a resolution designating the Noelke site as the preferred location for the city's new Parks and Public Works Operations and Maintenance Facility.
- In February 2008 the city issued a request for Statements of Intent and Qualifications and received proposals from four architectural firms. TCF Architecture was selected as the best firm to design the new O&M facility. TCF Architecture has designed O&M facilities for other jurisdictions including Sea-Tac, East Pierce County, City of Tacoma, and University Place and will bring that experience to completion of our project.
- On May 6, 2008 the council authorized the City Manager to execute a contract (Contract #C2008-123) in the amount of \$75,510 with TCF Architects for completion of Predesign Phase I work for the city's Public Works and Parks Maintenance and Operations Facility.

Financial Impact:

This contract is for a not to exceed amount of \$535,208, including a management reserve amount of \$50,000. This amount is included the total remaining appropriated budget amount for this project of approximately \$5,300,000. Approval of this contract amendment with TCF Architecture approximately \$4,800,000 in the budget for construction of the new Public Works and Parks Maintenance and Operations Facility.

Recommended Motion:

Move to authorize the City Manager to execute Amendment #1 to existing consultant services agreement C2008-123 with TCF Architects in an amount not to exceed \$535,208, including administration of a \$50,000 management reserve, for completion of Schematic Design through Bidding Phases of the city's new Public Works and Parks Operations and Maintenance Facility Project.



SUPPLEMENTAL AGREEMENT

Amendment Number: One	Date: January 21, 2009
Project: City of Sammamish Maintenance and Operations Facility	City Project number
Consultant: TCF Architecture	Contract Number: C-2008-123

The City of Sammamish desires to amend the agreement under the City Contract # C-2008-123 with TCF Architecture for the City of Sammamish M&O Facility project. All provisions in the basic contract remain in effect except as expressly modified by this amendment.

The changes to contract agreement are described in attached "AMENDMENT 1" Prepared by TCF architecture and dated 1-14-09.

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
\$ <u>75,510.00</u>	\$ _____	\$ <u>535,208.00</u>	\$ <u>610,718.00</u>
TCF Architecture _____ (consultant name)		Approved: _____ City of Sammamish	
_____ Date		_____ Date	

AMENDMENT 1
SCOPE OF SERVICES
FOR
SCHEMATIC DESIGN THROUGH BIDDING
CITY OF SAMMAMISH
NEW MAINTENANCE & OPERATIONS CENTER

I. GENERAL

1. **Scope of Services:** The Scope of Services described below, along with the other attachments included as part of this Scope of Services, describe the professional services to complete *Schematic Design through Bidding* for the new City Maintenance & Operations Center Project. This Scope of Services amends the original scope of service described under the Prime Agreement.

2. **Definitions:**

The following definitions are provided for clarity and are not intended to replace any terms that may already be defined or implied in the Prime Agreement.

- The City: The City of Sammamish – also known as The “Owner”.
- TCF: “TCF Architecture”; 902 North 2nd Street, Tacoma, WA 98403. When the term TCF is used, it shall also include other sub-consulting firms as defined herein. Occasionally the term “Design Team” may be used in this written scope of services, describing the full assemblage of consulting firms under contract with TCF Architecture.
- SUBCONSULTANTS: Professional service firms under contract with TCF.
- PRIME AGREEMENT: The Prime Agreement is the Professional Services Contract executed between TCF and The City, dated 4-22-08.
- CONSTRUCTION ADMINISTRATION SERVICES (CA): CA services will be described and contracted under a separate amendment.
- THE PROJECT: The complete scope of work associated with the approved project program for site and building design within the established budget for the Cost of the Work. Briefly stated, the Project is a new maintenance & operations facility generally consisting of a two-story, 14,400 SF maintenance building (plus an additional 4,500 SF mezzanine), a 3,960 SF unheated storage structure, and related site development on a new City-owned site on 224th Avenue NE.
- BASIC SERVICES: Professional services related to the basic architectural, structural, mechanical (HVAC), plumbing, electrical, and basic fire protection criteria for the buildings and basic site design, not including specialty engineering and systems design. Fees for Basic Services are determined using the current (2007) State of Washington Office of Financial Management (OFM) A/E fee structure for public projects. See Attachment A-2 for the

ATTACHMENT A-1

Basic Services fee calculations. The Fee Schedule provides for three levels of project complexity (A, B, C). This Project is based on Schedule B, recognizing a mix of complexities resulting from the consolidation of all maintenance, storage, and office/crew facilities in a single structure, while site development design is based on Schedule C.

- **ADDITIONAL SERVICES:** All other professional services provided under this agreement not normally associated with Basic Services including, but not limited to, Civil Engineering, Landscape Architecture, Detailed Cost Estimating, Equipment specifications, constructability reviews, weather envelope special design, hardware consulting, and acoustical engineering. See Attachment A-2 for a listing of all Additional Services proposed for the Project.
 - **OWNER-PROVIDED SERVICES:** All professional services provided under separate contract to The City. Such services identified for this project include geotechnical engineering, land surveying, environmental engineering and traffic engineering.
3. **Summary of TCF'S Responsibilities:** The following provides a summary of the professional disciplines and services provided by TCF under this agreement. Refer to noted attachments for specific Scopes of Service beyond descriptions provided herein. See Attachment A-2 for Fees associated with the services described herein.
- **TCF Architecture, PLLC: (TCF)** Architectural design and project management services as described herein. All professional services described herein as part of this agreement will contract directly with TCF Architecture.
 - **Attachment AS-1: Structural Engineering – AHBL Engineers, Inc.:** Basic Services includes Structural Engineering services for buildings and site structures as described herein. Additional Services include design for the separate storage canopy structure.
 - **Attachment AS-2 : MEP Engineering – BCE Engineers, Inc.:** Basic Services include Engineering services as described herein and in BCE's attached proposal letter as related to the HVAC, plumbing, electrical, and fire protection (sprinklering and alarms) for the site and building. Additional Services includes design for special systems as defined in Attachment AS-2.
 - **Attachment AS-3: Civil Engineering – AHBL Engineers, Inc.:** All civil engineering services are considered Additional Services, generally including site grading, on-site utilities, off-site utilities related to the project, storm water management, water systems serving fire protection and domestic water needs, oil/water separation, street frontage improvements, and permitting assistance related to site development, all as described herein and in the separate attachment prepared by AHBL Engineers, Inc.
 - **Attachment AS-4: Landscape Architecture – The Berger Partnership:** All landscape architecture services are considered Additional Services and include design work associated with landscape architecture and irrigation system design, all as described herein and in the separate attached proposal letter prepared by The Berger Partnership.
 - **Attachment AS-5: Detailed Cost Estimating – Matson Carlson:** Detailed Cost Estimating services are considered Additional Services as described herein and in the separate attached proposal letter prepared by Matson Carlson.
 - **Attachment AS-6: Hardware – Gordon Adams:** Additional Services for Building door hardware specifications.

ATTACHMENT A-1

- **Other Consultants:** Other consultants that are determined to be needed during the course of the project may be added by amendment as mutually negotiated between The City and TCF.
4. **Services Provided by The City:** The City will directly contract with all other disciplines not specifically noted in this agreement. TCF will communicate with and coordinate with other consulting firms contracted separately with The City as appropriate and necessary in the execution of TCF's services, but shall not be responsible for the performance of others not under the direct contract of TCF.
 5. **Document Printing:** The City will establish a project account at a printing company for all printing needs associated with the Project. Periodic internal team coordination prints will be billed within the reimbursable expense budget provided in the Fee Schedule (Attachment A-2). All other printing costs will be paid for separately by The City to the printing company, based on mutually-agreed upon quantities.
 6. **Cost of the Work:** The Cost of the Work shall be the total cost of construction as accepted in open competitive bidding by The City.
 - **Project Construction Budget (MACC):** It is understood that the MACC estimate, prepared during the Predesign phase, is based on conceptual/predesign level planning and programming information, and reflects assumptions for anticipated project elements, current market conditions, contingencies, and future escalation. The Design Team will strive to design the Project within the established MACC as determined through periodic "Opinions of Probable Cost" (see below).
 - **Preparation of "Opinion of Probable Costs" Estimates:** TCF will provide cost estimating services, (through a separate consultant with TCF coordination) as described herein as part of each primary design phase (Schematic Design, Design Development, and Construction Documents). These estimates will be referred to as "Opinions of Probable Costs". TCF will make recommendations at the conclusion of each milestone estimate to keep the Project design within the established MACC.
 - **Evaluation of Costs:** It is recognized that neither TCF nor The City have control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, TCF cannot and does not warrant or represent that bids or negotiated prices will not vary from the established Cost of the Work or from the estimated costs.
 - **Alternates:** TCF will work with The City during the Schematic Design Phase and Design Development Phase to identify portions of the Project that can be reasonably separated as independent bid items to help guard against volatility in the bid market.
 7. **Compensation for Basic Services and Additional Services under this Amendment:** Compensation for services provided by TCF and its consultants under this amendment shall be a Lump Sum based on the fees identified in Attachment A-2 for Basic Services and Additional Services, unless otherwise indicated as hourly services.
 8. **Additional Services Subsequent to the Amendment:** Additional services determined to be required after the execution of this amendment will be proposed and negotiated separately between TCF and The City, and included by mutual agreement under additional amendments to the Prime Agreement using either lump sum or hourly methods. Any hourly services will be based on the personnel rates indicated in Attachment A-4, "Hourly Rate & Expense Schedule", and rates indicated

ATTACHMENT A-1

for any Subconsultants in their separate attachments. Hourly rates will be adjusted as provided for in the Prime Agreement.

9. **Reimbursable Expenses:** Reimbursable expenses will be invoiced per Attachment A-4, “Hourly Rate & Expense Schedule” in addition to the labor fees indicated in Attachment A-2, as provided for and allowed in the Prime Agreement. Note: This budget does not include costs for printing or distribution of Bidding Documents.
10. **Services for LEED Certification:** LEED Certification is not included in the Project.

II. SCHEMATIC DESIGN (SD)

1. **General:** TCF and its subconsultants will provide Schematic Design Documents based on the approved Predesign report containing the approved project program, project schedule, and budget (MACC) for the Cost of the Work. The Schematic Design Documents shall establish the conceptual design of the Project, illustrating the scale and relationship of the Project components.
2. **Summary of SD Document Deliverables:** The Schematic Design Documents shall include, at a minimum, a conceptual site plan (further development of the Predesign site plan diagram), preliminary building floor plans, building sections and elevations as appropriate to convey design intent, and other preliminary design information (small documents prepared in binder format) as indicated in the attached Scopes of Services provided by other consultants. At TCF’s option, the Schematic Design Documents may include study models, free hand perspective and 2-dimensional sketches, electronic modeling, or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or otherwise described in writing. Study models, perspective renderings, or electronic presentation drawings and graphics will be provided as Additional Services if and when requested by The City, or if provided in the executed Scope and Fee Proposal.
3. **SD Level Cost Estimate:** At the conclusion of the SD Phase, an Opinion of Probable Cost, SD Level estimate will be prepared in sufficient detail to allow for assessing Project costs and determining potential cost reduction strategies or other Project opportunities.
4. **Permitting Agency Coordination:** Preliminary consultations with the City of Sammamish Planning and Building Departments and other applicable agencies or jurisdictional departments, and research of applicable codes and regulations / requirements affecting the Project.
5. **Approval of SD Phase:** TCF will meet with The City to review SD Documents and assess the Project scope, design direction, and Opinion of Probable Costs. Prior to commencing with the DD Phase, The City will provide written approval of the SD Documents and Project Budget.
6. **Hard Copy Documents:** Total quantity of drawings and small document copies will be determined between TCF and The City. At a minimum, TCF will receive five (5) full size sets of SD Documents for distribution to Design Team members, along with three (3) half size sets of drawings. The City will determine total quantity of documents for its own internal use. Costs for printing will be paid directly by The City to the printing company. The SD Phase will have the following document printing milestones:
 - 50% SD Drawings.

ATTACHMENT A-1

- 100% SD Drawings and small documents.
7. **Reimbursable Expenses:** Direct costs incurred by TCF in the development of the Schematic Design Phase will be invoiced within the established Reimbursable Expense Budget indicated in the approved Fee Proposal, consistent with the Professional Services Agreement.

III. DESIGN DEVELOPMENT (DD)

Based on the approved Schematic Design Documents, TCF will prepare Design Development Documents as described below.

1. **General DD Services:** TCF and its subconsultants will provide Design Development Documents based on the approved Schematic Design Documents and updated, approved Project MACC Budget.
2. **DD Phase Deliverables:** The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections, elevations, details and equipment layouts. The Design Development Documents shall include outline specifications or a systems description identifying major materials and systems and establish in general their quality levels.
3. **Cost Estimating:** An updated Opinion of Probable Cost in sufficient detail, reflecting the scope of the Project indicated in the DD Documents.
4. **Permitting Agency Coordination:** Consultations with The City of Sammamish Planning and Building Departments and other applicable agencies or jurisdictional departments, and updated research of applicable codes and site development regulations / requirements affecting the Project.
5. **Documentation Media:** TCF will prepare Design Development documents using a combination of AutoCAD and other media at TFC's option.
6. **Hard Copy Documents:** Total quantity of drawings and small document copies will be determined between TCF and The City. At a minimum, TCF will receive five (5) full size sets of DD Drawings and other documents for distribution to Design Team members, along with three (3) half size sets of drawings. The City will determine total quantity of documents for its own internal use. Costs for printing will be paid directly by The City to the printing company. The DD Phase will have the following document printing milestones:
 - 50% DD Coordination.
 - 75% DD Coordination and cost estimating.
 - 100% DD Documents.
7. **Reimbursable Expenses:** Direct costs incurred by TCF in the development of the Design Development Phase will be invoiced within the established Reimbursable Expense Budget indicated in the approved Fee Proposal, consistent with the Professional Services Agreement.

ATTACHMENT A-1**IV CONSTRUCTION DOCUMENTS (CD)**

1. **General:** Upon The City's written approval of the Design Development documents and the approved Project MACC budget, TCF shall proceed with preparation of drawings and specifications setting forth in detail the requirements for the construction of the Project. The Construction Documents shall include drawings and specifications that establish in detail the quality level of materials, products and systems required for the Project to be competitively bid.
2. **CD Phase Milestone Printing:**
 - 50% Construction Documents: For team coordination and City review.
 - 90% Construction Documents: For use as final CD level cost estimate, Design Team coordination, and permit plan review process.
 - 100% Bid Documents: Final drawings and specifications for bidding and construction purposes, and re-submittal for permitting if required.
3. **Project Manual / Specifications:** A multi-volume Project Manual will be prepared containing project bidding requirements and organized in the 16 division CSI format. The Project Manual will include the following basic components:
 - Division 0 – General Bidding Requirements and General Requirements: The City will provide TCF its standard bidding requirements including, but not limited to, Instructions to Bidders, legal forms and documents, and General Contractual Requirements. TCF and The City will mutually work to confirm that the General Requirements are compatible with the Project conditions, editing as appropriate.
 - Division 1 – General Conditions: TCF will prepare the Division 1 General Conditions edited for the specific conditions of the Project and for consistency with The City's General Requirements.
 - Divisions 2-16 – Technical Specifications: TCF and its Subconsultants will prepare technical specifications using the standard Construction Specifications Institute (CSI) division format (non-expanded) to specify materials, products and systems for the Project.
4. **Assembly of Documents, Printing & Distribution:** The City shall pay separately for the printing and distribution of Bid Documents. TCF will be responsible for assembling all documents and coordinating with the local printing company to ensure documents are adequately prepared for bid phase distribution.
5. **Permit Coordination:** TCF will coordinate the permit process including the submittal of required documents to governing agencies, and will be the primary point of contact for permitting agencies.
 - Permit Fees: The City will be responsible for direct payment of all permit and plan review fees to all governing/permitting agencies. TCF will determine and inform The City of total dollar amounts associated with specific document submittal packages. The City will issue payments in a form acceptable to the permitting agencies.

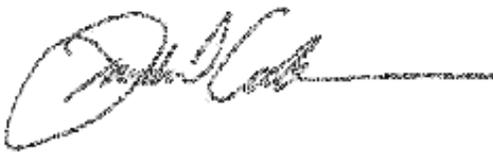
ATTACHMENT A-1

V - BIDDING PHASE

1. **Phased Bidding:** The Scope of Services is phased as follows:
2. **General Bid Phase Services:** TCF will attend a prebid conference, prepare and issue addenda as necessary, attend the bid opening conducted by The City, and generally assist The City during the bidding process.
3. **Call to Bid / Bid Advertisement:** The City will be responsible for all bid advertising. TCF will provide The City with essential project information as required for advertisements.
4. **Analysis of Substitutions:** TCF will provide services consisting of consideration, analysis, comparisons, and recommendations relative to product and material substitutions proposed by bidders for the Project prior to receipt of bids.
5. **Bid Materials Distribution:** The City shall be responsible for establishing a direct account with a selected graphic reproduction company and pay directly for all costs associated with printing and distribution of the bid materials.
6. **Communication during Bidding:** Bidder questions will be required to be faxed or e-mailed in writing to TCF. TCF will maintain a log of bidder questions during the bidding period and provide answers via addendum only.
7. **Bid Evaluation:** TCF will provide services consisting of evaluation of bids, and assistance in reference checking of apparent low bidder.

VI – CONSTRUCTION ADMINISTRATION

1. **General:** The Scope of Services for Construction Administration will be defined under a separate amendment.



1-15-09

 Randy Cook, AIA, LEED AP, Principal

 Date

 City of Sammamish

 Date

BASIC SERVICES FEE CALCULATIONS

The calculations below utilize the estimated MACC budgets, developed during the Pre-Design Phase, and a blend of Schedules B and C from the current Washington State "Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects" (published 2007), as published by the State of Washington Office of Finance Management.

Description	MACC	Fee % (Basic Services)	Basic Services Fee	Remarks
SHOP & CREW BUILDING	\$3,000,000	9.13%	\$273,900	State Schedule B
SITE	\$1,100,000	8.62%	\$94,820	State Schedule C
TOTAL "MACC" BUDGET	\$4,100,000	8.99%	\$368,720	Blended Schedule Percentage

BASIC SERVICES FEE ALLOCATION BY PHASE (Shared by TCF / AHBL - Structural / BCE - Mech/Elect/plumbing)

Phase	Percentage	Fee	Remarks
Schematic Design	15.00%	\$55,308	TCF: \$38,973; BCE: \$10,215; AHBL: \$6,120
Design Development	22.00%	\$81,118	TCF: \$57,159; BCE: \$14,983; AHBL: \$8,976
Construction Documents	40.00%	\$147,488	TCF: \$103,926; BCE: \$27,242; AHBL: \$16,320
Bidding	3.00%	\$11,062	TCF: \$7,435; BCE: \$2,043; AHBL: \$1,584
Construction Administration / C.O.	0.00%	\$0	To be provided under separate amendment
TOTAL BASIC SERVICES FEES	80.00%	\$294,976	CA Phase Services not included - deferred to future amendment. See Notes below for description of Basic Services

ADDITIONAL SERVICES

TCF Additional Services

Description	Est. Hours	Average Rate	Fee	Remarks
Additional Project Mgmt Contingency	60	\$185	\$11,100	Hourly Services for extended PM / Coordination efforts as needed
Renderings / Special Graphics	40	\$110	\$4,400	Hourly 3D Color images (hand and computer)
Community Outreach	20	\$185	\$3,700	Hourly Mtgs & Corresp. w/ neighbors
SUBTOTAL TCF ADDITIONAL SERVICES			\$19,200	

Consultant Additional Services

Description	Consultant Fee	15% TCF Mark-up	Total Fee	Discipline Totals	Remarks
AS-1 MEP Engineering - BCE Engineers	\$12,500			\$14,375	
Energy Modeling/LCCA	\$0	\$0	\$0		Deleted per City request
Detailed Cost Estimating (MEP Systems)	\$3,000	\$450	\$3,450		Detailed Unit Price estimating for MEP Systems
Commissioning Support	\$1,000	\$150	\$1,150		Hourly - Design Phase Portion Only
Telecommunications (Bldg)	\$2,500	\$375	\$2,875		Hourly
AV Systems Design	\$0	\$0	\$0		Deleted per City request
Card Reader Access Control Systems	\$3,500	\$525	\$4,025		Hourly
CCTV / Security Systems Coordination	\$2,500	\$375	\$2,875		Hourly
AS-2 Civil Engineering	\$79,500			\$91,425	
Civil Engineering SD-CD	\$51,000	\$7,650	\$58,650		Fixed Fee
Agency Permits / Coordination	\$6,000	\$900	\$6,900		Fixed Fee
East Property Frontage Design	\$6,000	\$900	\$6,900		Hourly - curb/gutter/interface with existing roadway
North Property Sewer Line Extension	\$15,000	\$2,250	\$17,250		Hourly - Extend sewer along 244th (SE to NE) and along North PL
Bidding	\$1,500	\$225	\$1,725		Hourly
AS-3 Landscape Architecture	\$26,500			\$30,475	
Landscape Design SD/DD/CD	\$23,500	\$3,525	\$27,025		Fixed Fee
Bidding	\$3,000	\$450	\$3,450		Fixed Fee
AS-4 Cost Estimating - Matson Carlson	\$16,200			\$18,630	
Cost Estimating SD/DD/CD	\$16,200	\$2,430	\$18,630		Fixed Fee
AS-5 Hardware Consulting - Gordon Adams	\$980			\$1,127	
CD Phase Hardware Specs	\$980	\$147	\$1,127		Hourly
Total Consultant Additional Services	\$135,680	\$20,352	\$156,032	\$156,032	Including TCF Mark-ups
SUBTOTAL ADDITIONAL SERVICES (TCF + Consultants)				\$175,232	

TOTAL PROPOSED FEE (See Grand Total Below)	\$470,208	Not Including CA Phase Services
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Total Contract Fee as a percentage of the MACC 11.47%

REIMBURSABLE EXPENSES

Team Budget for miscellaneous direct expenses from SD through Bidding	\$15,000	Does not include bid document printing or distribution
SUBTOTAL INCLUDING REIMBURSABLE EXPENSES	\$485,208	
Total Contract Fee as a percentage of the MACC	11.83%	

MANAGEMENT RESERVE FUND (MRF)

Contingency fund for City to allocate as mutually determined with TCF for additional Consulting services.	\$50,000	
GRAND TOTAL (Including Reimbursables Budget and Management Reserve Fund)	\$535,208	
Grand Total Contract Fee (incl. Management Reserve) as a percentage of the MACC	13.05%	

ASSUMPTIONS AND EXCLUSIONS

- 1. Basic Services includes:** Architectural, Structural, Mechanical, (HVAC and Plumbing), Electrical (power and basic communications)
- 2. Additional Services Consultants:** Limited to those included above. Other consultants and services may be added at a future time by amendment
- 3. Owner-contracted Services:** Owner will contract separately with the following: Site surveyng; geotechnical engineering, environemtnal engineering, traffic engineering, construction phase testing services, and other services not listed herein or as provided via separate amendment
- 4. Plan Review and Permitting Costs/Fees:** Fees do NOT include: Building plan review or permtting fees, special use permit fees or legal services, and other services not specifically listed and described in the Scope of Services.
- 5. Consultant Exclusions:** Refer to separate consultant proposals for specific exclusions.
- 6. Printing Costs:** Printing costs for all Phase milestone printing, bid set printing, and other printing as requested by The City. The City will establish an account at a local printing company and pay vendors directly.
- 7. Hourly Services:** Services indicated to be hourly are "Not-To-Exceed" amounts.

 Randy Cook, AIA, LEED AP, Principal

 Date

 City of Sammamish

 Date

Attachment A-3

TCF Architecture, PLLC

Hourly Rate and Expense Schedule

Effective: January 1, 2009

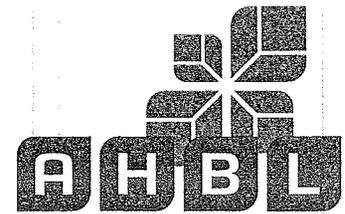
Description	Rates
TCFA Staff Positions:	
Principal	\$185.00 / hour
Associate Principal / Senior Project Manager	\$140.00 / hour
Project Manager / Project Architect / Construction Manager	\$125.00 / hour
Architect / Production Leader	\$110.00 / hour
Architect Intern II	\$95.00 / hour
Architect Intern I / Project Assistant	\$85.00 / hour
Administrative Support	\$55.00 / hour
Subconsultant Services:	Cost plus 15%
Reimbursable Expenses:	
Travel	\$0.505 per mile
Submittal Computer Plots: small size	\$1.00/sheet
Submittal Computer Plots: large size	\$8.00/sheet
Long Distance Telephone	Cost plus 15%
Air Travel and per diem	Cost plus 15%
Reproductions	Cost plus 15%
Shipping/Postage	Cost plus 15%
Photography (film and prints)	Cost plus 15%
Outgoing Faxes	\$0.50 per page
Other (as authorized)	Cost plus 15%

Notes:

- 1) Rates will be adjusted at the end of each calendar year. Rates will not be adjusted more than 10% for any one category at the end of a calendar year for any project currently under contract.
- 2) Billing rates may, on occasion, be blended to approximately reflect specific personnel as well as specific tasks and services rendered.

EXHIBIT A
A/E FEE SCHEDULE
Effective July 1, 2007 for Projects Starting Design

MACC	SCH A	SCH B	SCH C	MACC	SCH A	SCH B	SCH C
\$1,000,000	11.60%	10.15%	8.70%	\$4,400,000	10.12%	8.74%	7.35%
\$1,100,000	11.52%	10.07%	8.62%	\$4,500,000	10.09%	8.71%	7.33%
\$1,200,000	11.44%	9.99%	8.54%	\$4,600,000	10.07%	8.69%	7.31%
\$1,300,000	11.37%	9.92%	8.47%	\$4,700,000	10.04%	8.67%	7.29%
\$1,400,000	11.30%	9.86%	8.41%	\$4,800,000	10.02%	8.65%	7.27%
\$1,500,000	11.24%	9.79%	8.35%	\$4,900,000	10.00%	8.62%	7.25%
\$1,600,000	11.18%	9.73%	8.29%	\$5,000,000	9.97%	8.60%	7.23%
\$1,700,000	11.12%	9.68%	8.23%	\$5,100,000	9.95%	8.58%	7.21%
\$1,800,000	11.07%	9.63%	8.18%	\$5,200,000	9.93%	8.56%	7.20%
\$1,900,000	11.01%	9.57%	8.13%	\$5,300,000	9.90%	8.54%	7.18%
\$2,000,000	10.96%	9.53%	8.09%	\$5,400,000	9.88%	8.52%	7.16%
\$2,100,000	10.91%	9.48%	8.04%	\$5,500,000	9.86%	8.50%	7.14%
\$2,200,000	10.87%	9.43%	8.00%	\$5,600,000	9.84%	8.48%	7.12%
\$2,300,000	10.82%	9.39%	7.96%	\$5,700,000	9.82%	8.46%	7.11%
\$2,400,000	10.78%	9.35%	7.92%	\$5,800,000	9.80%	8.44%	7.09%
\$2,500,000	10.74%	9.31%	7.88%	\$5,900,000	9.78%	8.43%	7.07%
\$2,600,000	10.70%	9.27%	7.85%	\$6,000,000	9.76%	8.41%	7.06%
\$2,700,000	10.66%	9.23%	7.81%	\$6,100,000	9.74%	8.39%	7.04%
\$2,800,000	10.62%	9.20%	7.78%	\$6,200,000	9.72%	8.37%	7.03%
\$2,900,000	10.58%	9.16%	7.75%	\$6,300,000	9.70%	8.35%	7.01%
\$3,000,000	10.54%	9.13%	7.72%	\$6,400,000	9.68%	8.34%	7.00%
\$3,100,000	10.51%	9.10%	7.68%	\$6,500,000	9.66%	8.32%	6.98%
\$3,200,000	10.47%	9.06%	7.66%	\$6,600,000	9.64%	8.30%	6.97%
\$3,300,000	10.44%	9.03%	7.63%	\$6,700,000	9.62%	8.29%	6.95%
\$3,400,000	10.41%	9.00%	7.60%	\$6,800,000	9.61%	8.27%	6.94%
\$3,500,000	10.38%	8.97%	7.57%	\$6,900,000	9.59%	8.26%	6.92%
\$3,600,000	10.34%	8.94%	7.54%	\$7,000,000	9.57%	8.24%	6.91%
\$3,700,000	10.31%	8.92%	7.52%	\$7,100,000	9.55%	8.22%	6.90%
\$3,800,000	10.28%	8.89%	7.49%	\$7,200,000	9.54%	8.21%	6.88%
\$3,900,000	10.26%	8.86%	7.47%	\$7,300,000	9.52%	8.19%	6.87%
\$4,000,000	10.23%	8.84%	7.45%	\$7,400,000	9.50%	8.18%	6.86%
\$4,100,000	10.20%	8.81%	7.42%	\$7,500,000	9.49%	8.16%	6.84%
\$4,200,000	10.17%	8.79%	7.40%	\$7,600,000	9.47%	8.15%	6.83%
\$4,300,000	10.15%	8.76%	7.38%	\$7,700,000	9.45%	8.14%	6.82%



January 16, 2009

Mr. Randy Cook
 TCF Architecture PLLC
 902 N Second Street
 Tacoma, WA 98403-1931

Civil Engineers

Project: City of Sammamish Maintenance Center, Our File No. 208158.20
 Subject: Proposal for Structural Engineering Services

Structural Engineers

Dear Randy:

Landscape Architects

Thank you for the opportunity to submit this proposal for structural engineering services for the City of Sammamish Maintenance Center (MOC) project. It is our understanding that the project will involve a new pre-engineered building "shell" encompassing two levels of floor framing. The structural scope will also include the design of a 3,600 sf pre-engineered canopy, which may be included as an alternate bid item. Our scope of services is listed below.

Community Planners

Land Surveyors

Neighbors

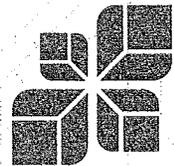
1. Coordinate with other subconsultants, including civil, geotechnical, mechanical, and electrical engineers.
2. Prepare structural calculations.
3. Prepare engineered construction drawings.
4. Review cost estimates prepared by others.
5. Structural site design will include the design of any minor structures, such as seat walls and retaining walls less than 4'-0" in height.
6. Review specifications prepared by TCF Architecture.
7. Coordinate with TCF Architecture and other members of the design team during design.
8. Assist the client/owner during the bid process. This scope of work allows 4 hours.

Construction phase services have been excluded from our current scope of services. Structural engineering fees associated with construction phase services may be provided in a separate proposal if necessary.

TACOMA
 2215 North 30th Street
 Suite 300
 Tacoma, WA 98403-3350
 253.383.2422 TEL
 253.383.2572 FAX

www.ahbl.com

Mr. Randy Cook
 January 16, 2009
 Page 2



Billing Summary

<u>Items</u>	<u>Description</u>	<u>Amount</u>
Items 1-8	Structural Engineering Design	\$33,000

You may not want us to provide some of the services listed above. We can discuss these services and the number of hours with you, and make adjustments as necessary.

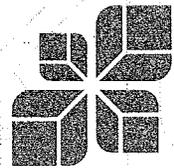
Some of the tasks listed are influenced by factors outside of our control. Therefore, based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks, due to circumstances beyond our control, we will notify you immediately. We will not perform additional work until we have your written authorization.

Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Professional services of subconsultants, i.e., geotechnical, material testing, and other specialists, if required by the review agency.
- b) Preparation, submittal, or securing of extensions or renewals for expiring or expired applications or permits.
- c) Costs associated with the excavation of soils logs for the evaluation of on-site soils.
- d) Costs associated with reconsiderations of agency decisions.
- e) Costs associated with title reports or other legal documents.
- f) Costs associated with substantial redesign after preparation of design development drawings.
- g) Preparation of maintenance manuals, reports, or certification testing of installed improvements.
- h) Additional inspections that are a result of contractor non-compliance to the plans or specifications.
- i) Design of a non-conventional foundation system.
- j) Design of any major site features, such as retaining walls greater than 4'-0", extensive landscape features, landscape trellis structures, artwork foundations, stormwater detention vaults, etc. If you would like any structural engineering services associated with the design of site features, we would be happy to provide these services for an additional fee.
- k) Mechanical or electrical services.

Mr. Randy Cook
January 16, 2009
Page 3



- l) Development of an opinion of probable construction costs.
- m) Preparation of documents utilizing metric units of measure.
- n) Preparation of record drawings at the end of construction together with a Letter of Completion, if required by the lead agency.
- o) Dividing the design work into more than one phase of work.

Although we do assist the owner during the construction process, this proposal is for design services only and in no way implies we are construction managers.

If you find this proposal acceptable, please prepare your standard AIA contract. Our receipt of the signed contract or your written authorization will be our notification to proceed.

If you have any questions, please call me at (253) 383-2422.

Sincerely,

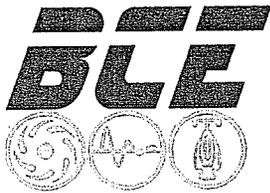
A handwritten signature in black ink, appearing to read "AM", written over a light blue horizontal line.

Andrew McEachern, P.E., S.E.
Project Manager

AM/lah

c: Accounting

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January 26, 2009

TCF Architecture
902 North Second Street
Tacoma, Washington 98403

Attn: Randy Cook

RE: City of Sammamish Maintenance Facility Buildings M & E Fees – Revision #1

Dear Randy,

We are pleased that you have included BCE Engineers on the team for this project. We look forward to working with you on this exciting and challenging project. BCE proposes to provide mechanical and electrical plans, specification, cost estimate review and coordination with the design team, owner and the governing officials as necessary to support the project. Construction period services will be negotiated separately.

The mechanical systems will consist of HVAC, DDC control system, plumbing, lube piping system and fire protection. Fire protection design is limited to coordinating space requirements, design of the sprinkler riser and preparation of performance specifications. The scope of the mechanical utilities work is limited to fire sprinkler service, storm, waste and domestic water within five feet of the building. We have assumed the specialty equipment for the maintenance shops is specified by a specialty consultant and that a rough-in equipment schedule will be produced for our use. All else is considered outside the scope of our work, including the design of any grease interceptors, oil/water separators and sand sediment filtration tanks and fire pumps.

The electrical systems will consist of power, lighting, and low voltage systems. The low voltage systems considered basic services are fire alarm, intrusion system, data network infrastructure, intercom infrastructure and television infrastructure. Data and telephone electronics assumed to be by owner

The basic services agreement covers formal submittal packages for Schematic Design, Design Development, Permit, and Bid Set. Informal check sets for coordination purposes are included under the basic services. Any additional formal submittals will be considered outside the basic scope of work and additional compensation will be negotiated at that time.

We have studied the preliminary information you have provided including the Pre-Design cost estimate dated 10/15/08. We propose the total fixed fee of \$54,483 for the basic services of the Main Shop/Crew Building, Storage Building and site infrastructure, broken up as follows:

- SD: \$10,215
- DD: \$14,983
- CD: \$27,242
- BID: \$2,043

In addition, we propose the following extra services:

1. Detailed Cost Estimating (MEP Systems): We propose a fixed fee of \$3,000 for this service.
2. Commissioning Support: Minimal initial commissioning support with the outside commissioning agent. We propose an hourly allotment of \$1,000 for this task.
3. Communication Systems: Additional coordination with the Technology Department and facility administrators will be needed. We propose an hourly allotment of \$2,500 for this task.
4. Card Reader Access Control Systems: If required we propose an hourly allotment of \$3,500 to design this system:
5. CCTV: If required we propose an hourly allotment of \$2,500 for this task.
6. After final acceptance of the design by the Owner, any additional Owner requested design changes will be an additional service.
7. This proposal is based on a normal design period which continues through to completion without substantial or repeated delays. In situations where these delays occur, BCE Engineers reserves the right to request additional compensation.

Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, INC.

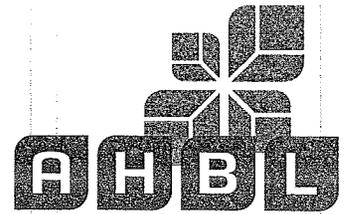
Chuck Heaton, PE
Principal

BCE Engineers, Inc will provide the above services pursuant to the standards and provisions set forth in the 1997 Edition of AIA Document C141 "Standard Form of Agreement Between Architect and Consultant."

Approval to proceed with services as outlined above:	
_____	_____
(Signature)	(Title)

(Company)	

(Date)	



January 19, 2009

REVISED

Mr. Randy Cook, AIA
TCF Architecture PLLC
902 North 2nd Street
Tacoma, WA 98403-1931

Civil Engineers

Project: City of Sammamish Maintenance Facility, Our Project No. 208158.10
Subject: Revised Proposal for Civil Engineering Design Services

Structural Engineers

Dear Randy:

Landscape Architects

Thank you for the opportunity to submit this revised proposal for civil engineering services for the City of Sammamish Maintenance Facility. We look forward to being a part of the design team. Our scope of services is listed below.

Community Planners

The civil scope is in support of the design and construction of a 14,000-square foot, two-story, pre-engineered building; materials storage building; parking lot; and paved storage yard. The scope is further based upon the documents prepared for the Conditional Use Permit, including the conceptual grading and drainage plan, and the conceptual water and sewer plan.

Land Surveyors

Neighbors

Our scope of services for design includes the following:

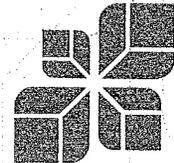
1. Prepare a base map for site plan and engineering drawings.
2. Prepare plans and calculations for a Temporary Erosion and Sedimentation Control Plan.
3. Prepare plans and calculations for a site grading plan. This scope of work includes one set of earthwork calculations.
4. Prepare plans and calculations for a storm drainage plan. This scope of work includes a design to meet the City of Sammamish standards. This plan will address:
 - a. On-site stormwater runoff collection.
 - b. Infiltration pond. Please advise the City that we will require additional geotechnical information and hydrogeologic analysis to establish the design infiltration rate at the exact pond location.
 - c. Treatment through a biofiltration swale.
 - d. Drainage Report.

TACOMA

2215 North 30th Street
Suite 300
Tacoma, WA 98403-3350
253.383.2422 TEL
253.383.2572 FAX

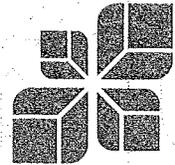
www.ahbl.com

Mr. Randy Cook
January 19, 2009
Page 2



5. Prepare plans, profiles, and calculations for an onsite gravity sanitary sewer system that meets the requirements of the Sammamish Plateau Water & Sewer District (SPWSD).
6. Prepare an onsite surfacing plan, including site access and pavement markings.
7. Prepare plans, profiles, and calculations for an onsite domestic water and fire protection system that meets the requirements of the SPWSD. We anticipate the water main will loop back to 244th Avenue NE.
8. Submit plans and specifications at the 50% and 100% DD and CD phases.
9. The following products will be prepared at the end of the CD phase, unless indicated otherwise:
 - Cover Sheet
 - Horizontal Control Plan
 - Site Paving Plan and Pavement Markings Plan
 - ESC Plan
 - Drainage and Utility Plan
 - Grading Plan
 - Sewer Main Plan and Profile
 - Water Main Plan and Profile
 - ESC Notes and Details
 - Notes and Details
 - Drainage Report and SWPPP
 - Division 2 Technical Specifications
10. Prepare three-part CSI format technical specifications.
11. Coordinate with the design subconsultants, owner, architect, and review agencies, and attend design team meetings. We have assumed six meetings at 4 hours each.
12. Coordinate with the governing agency during design. This scope of work allows 8 hours.
13. Revise the plans as required by agency review. This task includes meeting with you to review agency comments. We have allowed for the standard agency redline comments in our fee proposal. However, if the agency requests design changes that contradict their design standards or any information they furnished at a pre-design conference, this may result in a change of scope.
14. Prepare a plan and profile drawing for frontage improvements along 244th Avenue NE, including a sidewalk, curb, and drainage.
15. Prepare a plan and profile drawings for a sanitary sewer main extension along 244th Avenue NE and along the north property line, approximately 1,000 feet, that meets the requirements of the SPWSD.
16. Assist the owner/client during bidding, attend a pre-bid conference, and prepare addenda as needed.

Mr. Randy Cook
 January 19, 2009
 Page 3



Reimbursable expenses, such as mileage and reproductions, are included in our fee amounts and will not be billed separately.

Billing Summary

<u>Items</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Items 1-10	Civil Engineering Design (SD-CD)	T-13	\$51,000
Items 11-13	Design Coordination and Permitting	T-14	6,000
Item 14	East Property Frontage Design	T-15	6,000*
Item 15	North Property Sewer Line Extension	T-16	15,000*
Item 16	Bidding	T-17	1,500*
Total			\$79,500*

*Total includes T&E items that will be billed hourly if authorized.

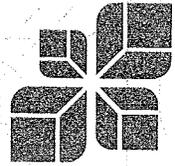
If we have misunderstood your expectation for scope or level of service, we would be happy to meet with you and discuss additions or deletions from our proposed services. Please feel free to give me a call if you have any questions.

Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Professional services of subconsultants, i.e., geotechnical and traffic engineers, or wetlands, wildlife, and other specialists, if required by the review agency.
- b) Preparation, submittal, or securing of permits including, but not limited to:
 - 1) Forest Practice Applications or permits from the Department of Natural Resources for logging operations.
 - 2) National Pollutant Discharge Elimination Systems Baseline General Permits or the associated Notice of Intent from the Department of Ecology for stormwater discharge to surface waters.
 - 3) Hydraulic Permit Applications from the Washington State Department of Fish and Wildlife for work in stream buffers or floodplain areas.
- c) Preparation, submittal, or securing of extensions or renewals for expiring or expired applications or permits. Monitoring of applications or permit expiration dates is the responsibility of the client/owner.
- d) Expanded environmental checklist or environmental impact statement.
- e) Costs associated with the excavation of soils logs for the evaluation of on-site soils.
- f) Offsite improvements, except as identified in Items 14 and 15 above.

Mr. Randy Cook
January 19, 2009
Page 4



- g) Costs associated with reconsiderations of agency decisions.
- h) Costs associated with preparing and filing variances, etc.
- i) Costs associated with title reports or other legal documents.
- j) Costs associated with substantial redesign after preparation of design development drawings.
- k) Preparation of maintenance manuals, reports, or certification testing of installed improvements.
- l) Additional inspections that are a result of contractor non-compliance to the plans or specifications.
- m) Development of an opinion of probable construction costs.
- n) Dividing the design work into more than one phase of work.

Although we do assist during the construction process, this proposal is for design services only and in no way implies we are construction managers.

If you find this proposal acceptable, please prepare an amendment to our contract.

Sincerely,

A handwritten signature in cursive script, reading "Doreen S. Gavin".

Doreen S. Gavin, PE, LEED® AP
Vice President

DN/lah/lsk

c: David Nason, AHBL
Accounting

Q:\2008\208158\WORDPROC\PROPOSALS_CONTRACTS\20090119_Pro_(Design_Rev)_208158.10.docx

RECEIVED

Exhibit 1
ATTACHMENT AS-4

11.14.08

NOV 17 2008

Randal J. Cook, AIA
TCF Architecture
902 North Second St
Tacoma, WA 98403

TCF
Architecture PLLC



The Berger Partnership PS
Landscape Architecture

Re: City of Sammamish Maintenance and Operations Facility/ Landscape
Architectural Fee Proposal

Dear Randy:

The following is our scope and fee estimate for landscape architectural services from Schematic Design through Bid Administration. We are looking forward to our continued involvement on this project.

1721 8th Avenue N
Seattle, WA 98109
v 206.325.6877
f 206.323.6867

bergerpartnership.com

Scope of Work

Schematic Design

- Attend (1) team coordination/kick off meeting
- Further define CUP planting and irrigation concepts
- Coordinate presentation drawing
- Attend (1) Owner and Architect review meeting

Design Development

- Prepare preliminary planting and irrigation design
- Collaborate with team on site clearing and drainage issues
- Attend (1) Owner Architect review meeting
- Prepare cost estimate
- Coordinate presentation drawing

Construction Documents

- Prepare planting plan and details
- Prepare irrigation plan and details
- Provide drainage and site work coordination details to Architect
- Prepare planting and irrigation specifications
- Update cost estimate
- Attend (2) team coordination meetings

11.14.08
 Randy Cook/ TCF Architecture
 Re: Sammamish Maintenance & Operations Facility
 Page 2 of 3



Bid Administration

- Field bidder questions
- Provide addenda information to Architect
- Review bidders and check references
- Review bids and make recommendations

Proposed Fee

The following are the proposed fees based on the scope of work described above and the assumptions listed herein.

Schematic Design	\$5,500.00
Design Development	\$6,000.00
Construction Documents	\$12,000.00
Bid Administration	<u>\$3,000.00</u>
Total	\$26,500.00

Reprographic expenses, CAD plots and travel costs are not included in the above fees and will be billed at cost plus ten percent mark-up.

Services beyond those noted in this proposal will be billed as additional services using the following hourly rates:

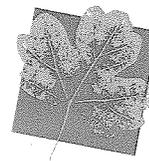
Principal	\$160.00 per hour
Associate	\$105.00 per hour
Senior Project Manager	\$95.00 per hour
Project Manager	\$85.00 per hour
Technical Staff	\$75.00 per hour
Administrative Staff	\$50.00 per hour

Assumptions

We have made the following assumptions in the preparation of this fee estimate:

- Architect will provide AutoCAD base drawings.
- All team, Planning, Public Works, and community meetings beyond those noted in this proposal will be upon your approval and will be billed as an additional service, on an hourly basis.

11.14.08
Randy Cook/ TCF Architecture
Re: Sammamish Maintenance & Operations Facility
Page 3 of 3



We are excited to work on this next phase of the Sammamish Maintenance and Operations Facility. Please contact us if you have any questions or need additional information.

Sincerely,

The Berger Partnership PS

A handwritten signature in black ink, appearing to read "Steve Shea", with a long horizontal flourish extending to the right.

Steve Shea

Principal

MATSON CARLSON & ASSOCIATES, INC

November 19th, 2008

Mr. Randy Cook
TCF Architecture
902 North 2nd Street
Tacoma, WA

**RE: SAMMAMISH PUBLIC WORKS COST ESTIMATING SERVICES
MAINT & OPERATIONS CENTER**

Dear Randy:

This letter shall serve as our agreement for Matson Carlson & Associates (MCA) to provide LS (lump Sum) cost estimating services for the above-referenced project. TCF Architecture, as the prime consultant, has a professional services agreement with City of Sammamish Public Works Department for the project. This agreement is for Schematic Design through Construction Documents as summarized below.

General Scope of Services

Matson Carlson will prepare a cost estimate at each design phase, using Uniformat categories for the 2 story building including sitework and a covered storage area. Mechanical and electrical construction costs to be provided by others. Matson Carlson will incorporate those costs into the estimate. Matson Carlson will also provide VE support at the SD & DD phases of design as part of the effort to keep the project within the owners budget. Please note that the following estimating items are NOT included: Alternates, FF&E, HazMat, Mechanical, Electrical or formal Value Engineering.

Estimate Protocol: MCA will prepare a draft estimate at each phase of design which will be e-mailed to TCFA for review. TCFA will then review the estimate and get their comments back to MCA at which time, MCA will finalize the estimate. This will occur at each phase of design.

The estimate will be broken down into separate excel worksheets – one for the building and one for sitework. The building and site work will have a uniformat breakdown showing sub-totals for the building or site system. MCA will also provide a cover sheet summarizing the each building by its' Uniformat category, with a raw cost subtotal, followed by GC mark-ups, appropriate contingencies and escalation with a final "cost at bid" subtotal. The building and Site subtotals will then be added for the project's grand total Construction Cost at Bid.

Design Contingency: The estimate will carry an appropriate design contingency within the individual estimate line items, and provide a note indicating the average percentage carried in the total estimate.

Escalation: MCA will indicate a recommended annual percentage for the Owner to carry for escalation to the actual bid date.

Compensation:

Maximum compensation shall be a LS (lump sum) Total not-to-exceed amount of \$16,200 according to the following schedule:

COST ESTIMATING SERVICES PROPOSAL				
	Arch/Str	Mech/Elec	Site Work	TOTAL
Schematic Design	\$2,400.00	by others	\$1,200.00	\$3,600.00
Design Development	\$3,600.00	by others	\$1,800.00	\$5,400.00
Construction Documents	\$4,800.00	by others	\$2,400.00	\$7,200.00
TOTAL PROPOSED AMOUNT				\$16,200.00

If this Letter of Agreement meets with your understanding, please sign each original and return the other to our office. Please return a signed copy of the executed agreement to our Cashmere Offices..

Thanks Randy -- we look forward to working with you and TCFA again!!

This quote is authorized and approved by:

Sandra Matson *Sandra Matson* Date: 11/19/08
 Company: Matson Carlson

Randy Cook _____ Date: _____
 Company: TCF Architecture

ADAMS CONSULTING & ESTIMATING

2337 N. 57th St
Seattle, WA 98103
(206) 528-0244 FAX: (206) 528-0138

PROPOSAL

To: TCF Architecture PLLC
902 North Second Street
Tacoma, WA 98403
Phone:
Attn.: Randy Cook, AIA

Date: January 26, 2009
No. of pages: 1
Project: Maintenance Facility
Location: Sammamish, WA

Consultant Services, Finish Hardware Specification preparation for new Maintenance Facility, Sammamish, WA. Based on TCF e-mail dated January 23, 2009

Scope of Work:

Schematic Design through Construction Documents

- Finish Hardware Specification Preparation
- In Client Office and Phone Consultation
- End User Consultation
- Review of related sections
- Coordination with related Trades and Consultants (Security, Electrical, Acoustical)
- Product Data Sheets

Not to Exceed 14 Hours at 70.00 per hour..... 980.00

Proposal for Construction Administration and Close-out Phases to be submitted separately.

TERMS: NET 30 DAYS
Billing issued at completion of each phase

Accepted _____

Accepted by _____

Title _____

BY: GORDON ADAMS, AHC



CITY COUNCIL AGENDA BILL

Subject:

Supplemental street sweeping to assist with clean up of sand placed on city streets during the December 2008 snow event.

Meeting Date: February 03, 2009

Date Submitted: January 29, 2009

Originating Department: Public Works

Clearances:

- | | |
|---|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input checked="" type="checkbox"/> Attorney |

Action Required:

Authorize the City Manager to execute a contract amendment with Davidson-Macri Sweeping Inc. to extend a supplemental street sweeping contract.

Exhibits:

1. Supplemental Agreement

Budgeted Amount: \$25,000 in Public Works Maintenance – Professional Services

Summary Statement:

During the winter snow storms of December 2008, city maintenance crews deposited over 350 yards of sand on city streets. The city's current street sweeping contractor, Action Services Corporation, does not have the resources to clean the city's streets in a timely manner. In order to remove the excess sand from the roadways the city hired Davidson-Macri Sweeping Inc. to assist with cleanup. Our initial contract with Davidson-Macri was authorized under staff's contracting authority in an amount not to exceed \$15,000. This amount was expended as of January 26, 2009.

In order to clean this sand from city streets as expeditiously as possible additional sweeping services are required.

Background:

On January 2, 2009 street sweeping quotes were requested from three competent sweeping contractors. The lowest responsible, responsive bidder was Davidson-Macri Sweeping Inc. During the duration of the initial \$15,000 contract, Davidson-Macri proved to be a consistent and competent contractor, fully meeting the contract requirements and meeting the city's performance expectations. Prior to 2007 Davidson-Macri was under contract with the city of Sammamish to perform street sweeping functions.

Financial Impact:

\$257,000 was allocated in the 2009 Street and Surface Water Management fund budgets for professional services.

The original contract was awarded in the amount of \$15,000.

The proposed contract amendment is \$25,000 for additional street sweeping services.

The total amended contract amount is not to exceed \$40,000. This amount can be covered within the existing Council approved 2009 budget amounts.

Recommended Motion:

Authorize the City Manager to execute a contract amendment in the amount of \$25,000 with Davidson-Macri Sweeping Inc. for additional street sweeping services.



SUPPLEMENTAL AGREEMENT

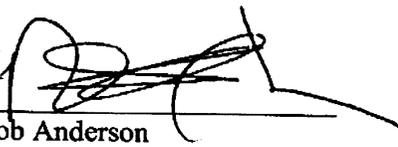
Amendment Number: One	Date: January 27, 2009
Project: Street sweeping to remove sand from city streets	City Project Number: N/A
Contractor: Davidson-Macri Sweeping Inc.	Contract Number: C2009 - 103

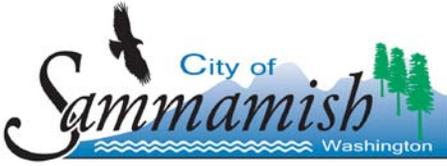
The City of Sammamish desires to amend the referenced Contract Agreement for Services Number C2008-103 with Davidson-Macri Sweeping Inc..

The changes to this agreement are described as follows:

- 1) Increase the Contract amount by \$25,000 to a total Not To Exceed amount of \$40,000.
- 2) Amend the Contract end date to April 31, 2009
- 3) All other conditions, terms, requirements, etc. of the original Contract C2009-103 Agreement and all of its attached Exhibits shall remain in effect and shall be unchanged by this Supplemental Agreement #1.

PAYMENT shall be amended in accordance with the consultant fee determination attached and as summarized as follows:

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
\$ 15,000.00	\$ 25,000.00	\$25,000.00	\$ 40,000.00
 Bob Anderson		Approved: _____ City of Sammamish	
1-28-09 Date		_____ Date	



CITY COUNCIL AGENDA BILL

Subject:

Ordinance: Second Reading, Public Hearing, Declaring Public Use and Necessity for Land and Property to be Condemned As Required for the 244th Avenue Improvement Project.

Action Required:

Conduct Second Reading of Public Use and Necessity Ordinance. Continue Public Hearing, Take Testimony from the Public, and Adopt Ordinance.

Exhibits:

- 1) Ordinance No. 2009-___, Declaring Public Use and Necessity for Land and Property to be Condemned as Required
- 2) Maps – Exhibits A1, A2, A3
- 3) Legal Description of Properties – Exhibit B
- 4) Alvendia and Ford Contact Summary
- 5) Roundabout Study Information

Meeting Date: February 3, 2009

Date Submitted: January 29, 2009

Originating Department: Public Works

Clearances:

- | | |
|---|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input checked="" type="checkbox"/> Attorney |

Budgeted Amount: Not applicable.

Summary Statement:

This ordinance allows the City to use, as needed, the process of condemnation to acquire right-of-way and easements necessary for the construction of the 244th Avenue Improvement project. Adopting this ordinance does not mean the City will advance through the actual stages of condemnation of the properties listed in the ordinance, however it does mean that the City will start the process in order to at least secure possession and use of the necessary property to allow the 244th Avenue project to go forward to construction in early 2009.

The Public Works Department hopes to reach satisfactory settlements with all of the property owners involved, and will continue negotiations with property owners for the right of way needed to complete this project. By having this ordinance in place, the City will be able to move forward with the project while providing more time for property owners to negotiate and provide additional information to the City, which might result in a more desirable settlement for the property owner. Passing this ordinance also allows any given property owner, who feels that the condemnation processes might produce a better result, the right to pursue that option. An additional benefit for the public in general, and, in particular, for property owners along the project site, is that passing this ordinance at this time will allow the City to take advantage of this year's construction season and, thereby, avoid costs and disruptions to the public which would occur by perhaps having to extend the construction of this stage of the project into another year.

The Ordinance attached for this 2nd reading has been slightly changed from that presented to the Council at 1st reading at the Council's January 20th meeting. The changes are essentially "housekeeping" in nature having to do with providing a more specific description of the project improvements which the declaration of public use and necessity will allow the city to construct, specific citation of the Washington State RCW's the public use and necessity declaration must comply with and giving the city attorney authority to negotiate an adjustment to the final acquisition in order to achieve an out of court settlement provided that said acquisition adjustment still allows completion of the 244th Avenue project in compliance with the project's goals.

Background:

Three properties are being proposed for inclusion in a process of condemnation. Portions of these three properties are needed in order for the City to begin construction on the new bridge across the wetland and the roundabout at Main Street. Negotiations with these owners have encountered roadblocks that, without use of the condemnation process, could delay construction of the project.

Owner: Alventia (vacant property)

Dedication: 31,849 s.f. of a 457,815 parcel (7.0%); area of acquisition is 100% wetland and wetland buffer encumbered.

Easements: 14,481 s.f. of permanent and 3,252 s.f. of temporary construction easement.

Purpose: Bridge and abutment.

Original Offer: \$25,600; 2/7/08

Latest Offer: \$25,600 plus new access, \$3,500 offer for review reimbursement, sewer and water laterals.

Owner's Counter Offer: None.

Tax parcel 342506-9050 belongs to Mr. and Mrs. Alventia. The additional right of way is needed for the planned bridge improvements, which cannot be built without this property. Staff has met with Mr. Alventia three times, and has also shared multiple telephone and email conversations with him. Lane & Associates, the City's right-of-way consultant on this project, has also met with Mr. Alventia multiple times. The City increased its offer by

offering to reimburse the Alvendias for an independent professional appraisal up to \$3,500. The City has prepared draft designs maintaining parcel access to 244th, and offered to construct water and sewer laterals to the Alvendia property, eliminating the need for future road cuts. However, the owner has recently requested additional concessions, including costs for the design and construction of a sewer system for unspecified future development, and \$7,500 reimbursement for professional services and legal fees. Additionally, the owner challenges the City's professional appraisal of his property's value, but to date has not obtained an independent appraisal for comparison. The property is vacant and appears to be entirely encumbered by wetland and wetland buffer. The owner has unspecified development plans, making it difficult to assess costs of various concessions under discussion. The owner has also been hesitant to discuss a settlement amount, or to give possession and use of the property while negotiations continue, or to hire consultants to address his many concerns despite the City's offer to reimburse these costs up to \$3,500. These factors have brought the property negotiations to an impasse.

Owner: Ford

Dedication: 11,817 s.f. of a 250,034 s.f. parcel (4.7%); area of acquisition is 100% wetland and wetland buffer.

Easements: 1,439 s.f. temporary construction easement; 353 s.f. permanent storm drain easement.

Purpose: Bridge and abutment.

Original Offer: \$15,800 plus driveway construction; 4/17/08

Latest Offer: \$15,800 (a full appraisal completed by the City resulted in marginally lower value, however the City has maintained its original higher offer), plus driveway construction.

Owner's Counter Offer: \$100,000 plus driveway construction, plus dealing with beaver problem; 12/4/08

Tax parcel 342506-9047 belongs to Mr. and Mrs. Ford. This property is required for bridge and abutment improvements, as well as a 353 square-foot storm drain easement. The project cannot be built without this property. The City has acquired a permanent easement from the adjacent property to the north for a new paved driveway access for the Fords as the bridge abutment design blocks continued use of the existing access at its current location relative to 244th Avenue. This new access is on higher ground, whereas the existing access beside the wetland is unpaved and frequently inundated with water. The City received notice on 5/23/2008 that the owners were represented by an attorney who contends that additional damages are due to the Fords for changing their existing access. The City completed a second professional appraisal that addressed the issue of additional damages for changing the access. This full appraisal found no permanent compensable damages related to the relocation of the Fords' driveway from their property to an easement on their adjacent neighbor's property. In fact, the new appraisal indicated a slightly lower value, but the City has maintained its original offer. The owner's attorney and the City Attorney worked out language for a possession and use agreement while the negotiations continued. However, the attorney for the owners reversed course and has now declined to give the City possession and use of the property, and has countered with an offer of \$100,000 in cash, construction of the new access

driveway, plus the City's agreement to deal with the beavers, whose dams, the owners complain, are exacerbating flooding and drainage problems. The beaver dams in question are located on private property in King County. The Fords' attorney has not provided a professional appraisal to justify this counter offer, nor has the City received a possession and use agreement as planned. Therefore the negotiations for this additional right of way have come to an impasse.

Owner: Vintage III HOA, aka Provence and Pomerol HOA (signage tract)

Dedication: 120 s.f. of a 180 s.f. parcel (67%)

Easements: 32 s.f. temporary construction easement

Purpose: new sidewalk for planned roundabout

Original Offer: \$3,790; 4/3/08

Latest Offer: \$3,790

Owner's Counter Offer: None.

The Homeowner Association's Board is sympathetic to the City's desire to obtain the dedication across their signage tract that currently contains only landscape improvements. However, the Association's articles of incorporation require a 67% vote of H.O.A. members to affirm any property transaction. Despite the difficulty in obtaining voting participation, the Board conducted a meeting to discuss the transaction among its members. This meeting was hosted by the City on November 13, 2008, and was attend by the Vintage III Association, as well as the Montrachet Association. Attendance for either association was far short of the 67% requirement, although Vintage III H.O.A. members in attendance at this meeting voted 14 to 2, in favor of the sale of the property to the City. The Board for each association then proceeded to mail or deliver ballots door-to-door. Vintage III has so far obtained 28 votes supporting the dedication, and 3 votes against, but are far short of the 126 votes required to approve the transaction. The Board has been supportive and willing to spend time to obtain votes, but has suggested it may not be feasible. Therefore, after some discussion with the Vintage III Board, the City has decided to use the condemnation procedure to acquire the necessary property. Incidentally, the Montrachet Board (Beaver Dam 2) was able to mail ballots concurrently with their yearly dues notices, and received 120 yes votes, 2 no votes (38 members did not respond), allowing them to proceed with their transaction with a 75% majority vote of their 160 H.O.A. members (a 98% favorable vote from those members who actually voted).

In all, for construction of this project, the City is acquiring additional right-of-way dedications from thirteen parcels, including various drainage, slope and temporary construction easements (a redesign of the East Main roundabout eliminated need for right of way across three additional parcels). Of the thirteen parcels, eight have reached a settlement agreement, and two have reached an agreement for possession and use (allowing the project to proceed while details of a settlement are negotiated). The attached ordinance addresses the three remaining parcels where right of way is required for construction.

Financial Impact:

Costs incurred by the City Attorney's office for work related to preparing and filing the court action and trial costs as might be required should the city ultimately need to utilize the condemnation process to acquire the needed property and/or easements are contained in the overall adopted budget for the 244th Avenue improvement project. Costs associated with the acquisition of this needed right of way are also contained in the overall 244th Avenue Project budget.

Recommended Motion:

The Council should open the public hearing, take testimony on the ordinance and then make a motion to adopt the ordinance Declaring Public Use and Necessity for Land and Property to be Condemned As Required for the 244th Avenue Improvement Project.

**CITY OF SAMMAMISH
WASHINGTON****ORDINANCE NO. 02009-_____**

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, DECLARING PUBLIC USE AND NECESSITY FOR LAND AND PROPERTY TO BE CONDEMNED AS REQUIRED FOR 244th AVENUE IMPROVEMENTS PROJECT; AND AUTHORIZING PAYMENT THEREFORE FROM THE CITY'S TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM FUND

WHEREAS, the City Council has previously approved the preparation of the final contract plans for improvements to 244th Avenue, between SE 8th Street and NE 8th Street; and

WHEREAS, the project consists of widening the minor arterial roadway known as 244th Avenue, along with construction of related improvements, including but not limited to: curb, gutter and sidewalk, street lighting, storm drainage improvements, landscaping, roundabout intersection improvements and a bridge (the "244th Avenue Project"); and

WHEREAS, the 244th Avenue Project is necessary to meet the city's adopted transportation system concurrency Levels of Service, provide connectivity and emergency vehicle access and address safety issues;

WHEREAS, land, properties and easements along the alignment of the 244th Avenue Project must be acquired in order to provide the necessary right-of-way for construction of the Project; and

WHEREAS, efforts are now on-going to acquire the properties necessary for this public use by negotiation and settlement agreements; and

WHEREAS, in the event that negotiated acquisition is not fully successful in advance of the anticipated commencement of construction, it is essential that the City be prepared to initiate condemnation proceedings so that the Project can be timely constructed; and

WHEREAS, payment of just compensation and costs of litigation should be made from the City's Transportation Capital Improvement Program (TCIP) fund (Fund 340); and

WHEREAS, the 244th Avenue Project is a priority project for the City and is the first project listed on the City's current Six-Year Transportation Improvement Program (TIP);

WHEREAS, the City has provided notice of the planned final action described below, in the manner provided for in RCW 8.12.005 and 8.25.290;

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

Section 1. 244th Avenue Project Is a Public Use. The 244th Avenue Project, consisting of road widening and related necessary improvements, including bridge construction, to that minor arterial roadway known as 244th Avenue, between SE 8th Street and NE 8th Street, is a public use. The improvements will be owned by the City of Sammamish, and open for vehicle, pedestrian, and bicycle travel by members of the public.

Section 2. Determination of Necessity. Acquisition of the properties depicted on the drawing attached as Exhibits “A1, A2, A3” and legally described on Exhibit “B,” both of which are attached to and incorporated herein by this reference (the “Properties”), is necessary to construct the 244th Avenue Project, which is a public use as set forth in Section 1 above. If the Properties are not acquired and the Project is not constructed, then emergency access to the easterly central portion of the city will be severely negatively impacted and the city will not be in compliance with its adopted transportation concurrency levels of service.

Section 3. Condemnation. Pursuant to RCW 8.12.040, the Properties shall be condemned and acquired by the City of Sammamish, after just compensation having been first made or paid into court for the owner in the manner prescribed by law.

Section 4. Authorization. The City Attorney and/or his designees are hereby authorized to commence condemnation proceedings for the Properties, pursuant to law, to determine and make or pay just compensation, and to take such other steps as they deem necessary to complete acquisition of the Properties. In so doing, the City Attorney and/or his designees are authorized to adjust the extent of the Properties taken or acquired to facilitate implementation of this Ordinance, provided that such adjustment shall not be inconsistent with the 244th Avenue Project.

Section 5. Compensation. Compensation to be paid to the owners of the property identified in Section 1, above, and costs of litigation, shall be paid from the City's Transportation CIP fund (Fund 340).

Section 6. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 7. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2009.

CITY OF SAMMAMISH

Mayor Don Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:
First Reading/Public Hearing: January 20, 2009
Second Reading/Public Hearing: February 3, 2009
Passed by the City Council:
Date of Publication:
Effective Date:

RIGHT-OF-WAY EXHIBIT MAP

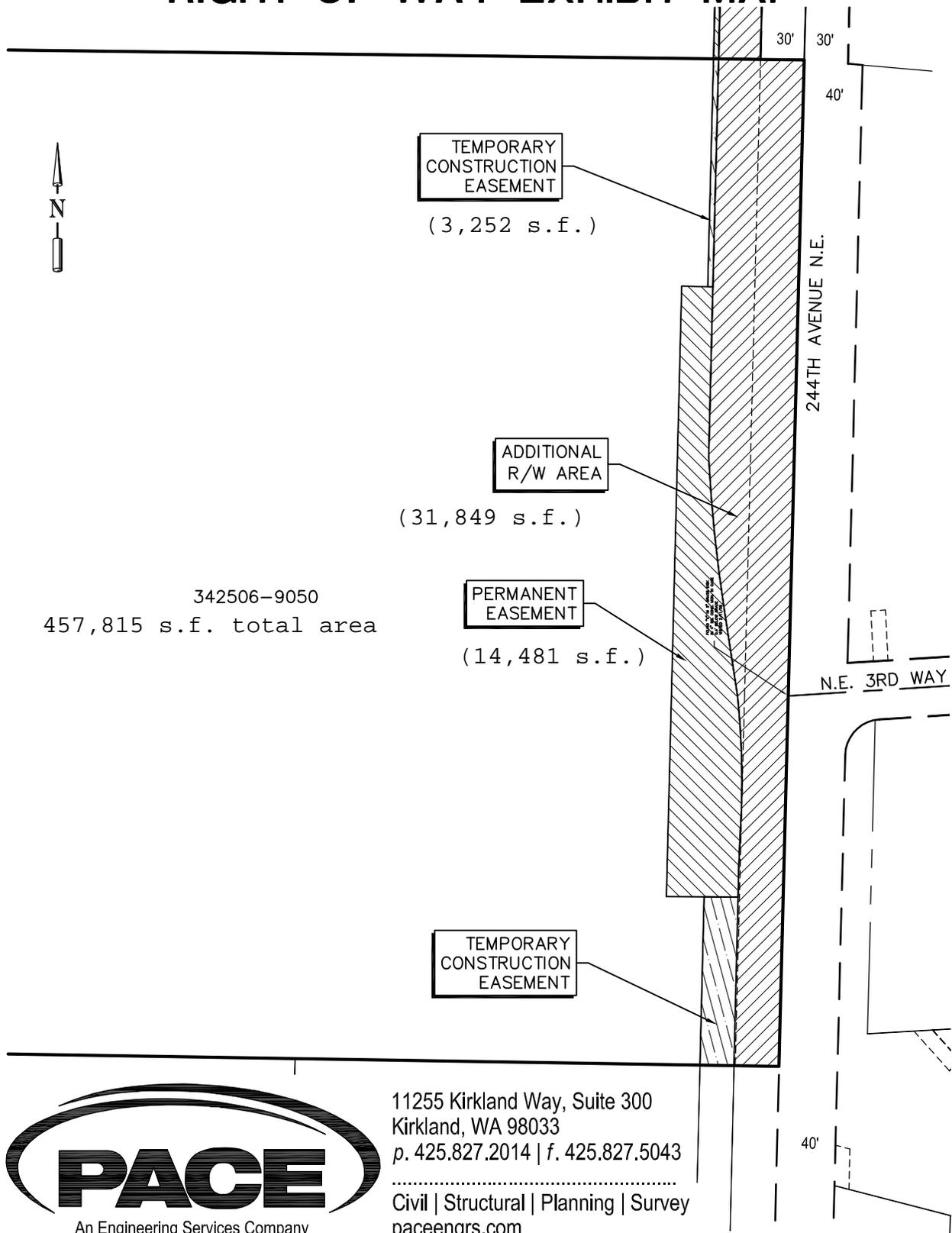
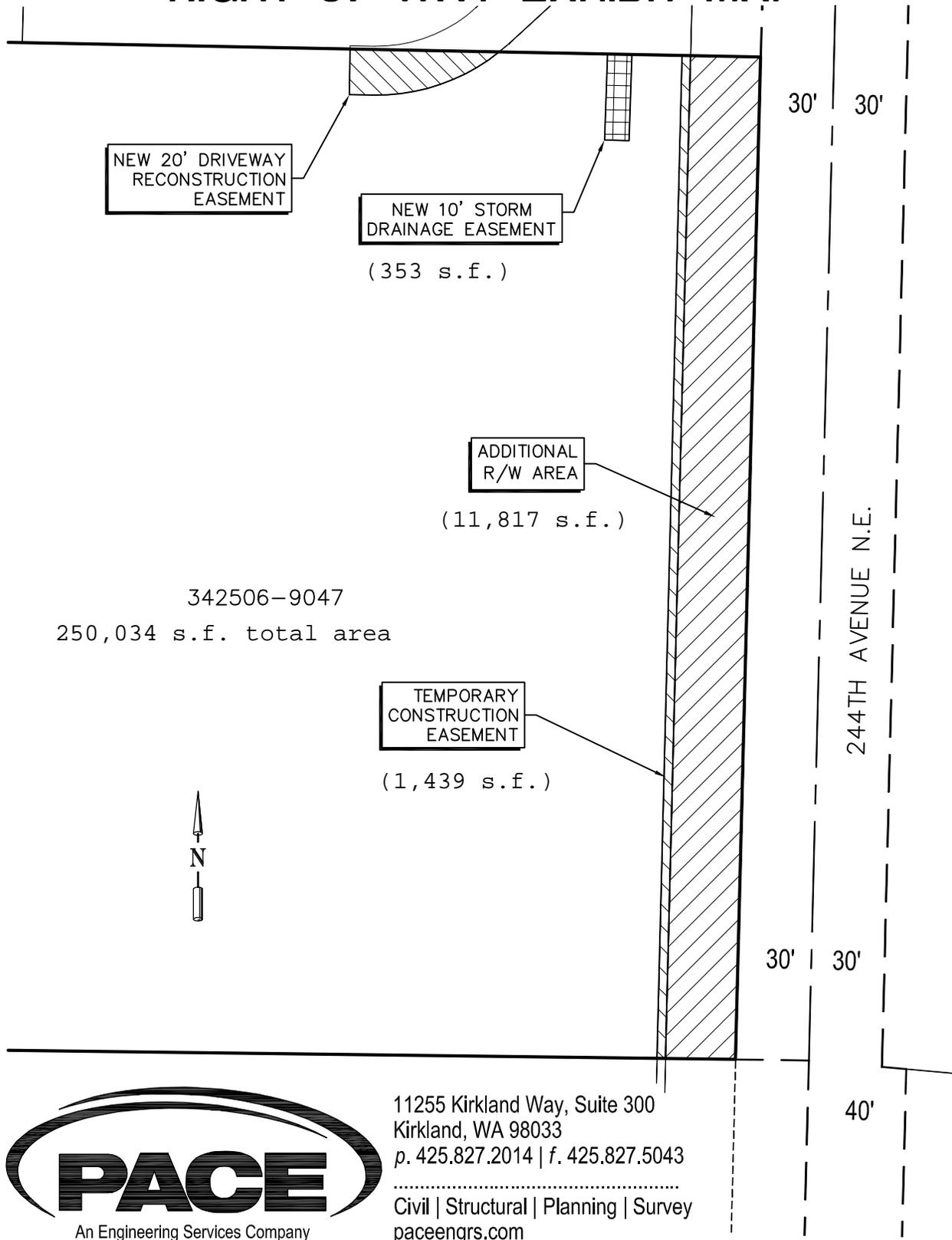


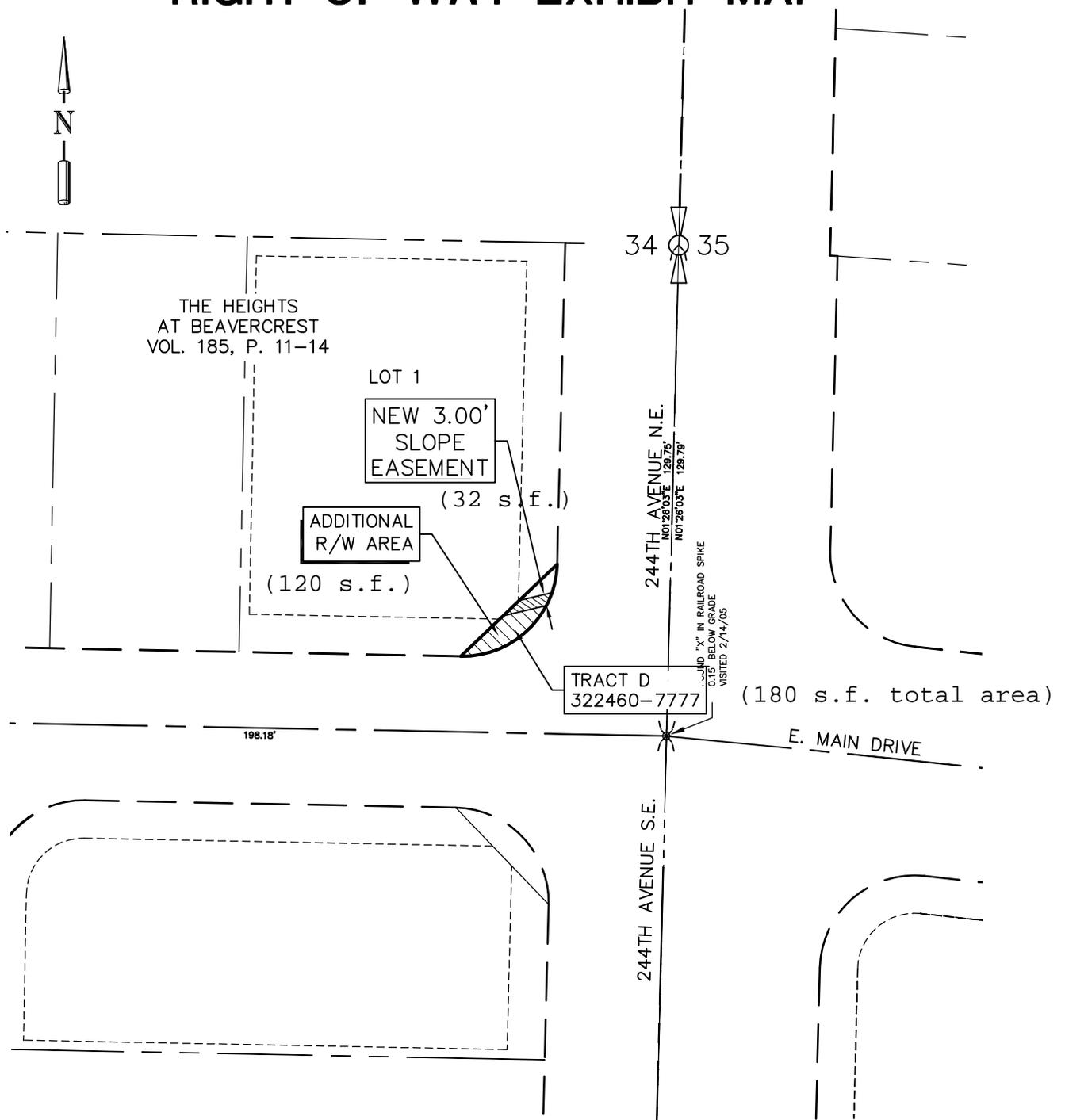
EXHIBIT A2 - FORD

RIGHT-OF-WAY EXHIBIT MAP



11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014 | f. 425.827.5043
Civil | Structural | Planning | Survey
paceengrs.com

RIGHT-OF-WAY EXHIBIT MAP



11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014 | f. 425.827.5043

Civil | Structural | Planning | Survey
paceengrs.com

Exhibit "B"

LEGAL DESCRIPTIONS OF PROPERTIES

Property Owner Name: Alvendia
Tax Parcel No.: 342506-9050

The northeast quarter of the southeast quarter of the northeast quarter of Section 34, Township 25 North, Range 6 East, W.M., in King County, Washington.

Property Owner Name: Ford
Tax Parcel No.: 342506-9047

That portion of the southeast quarter of the northeast quarter of the northeast quarter of Section 34, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the northeast corner of said Section 34;

Thence South 0°20'23" East along the east line of said Section 34, 970.61 feet to the true Point of Beginning;

Thence continuing South 0°20'23" East 410.21 feet to the southeast corner of said southeast quarter of the northeast quarter of the northeast quarter of Section 34;

Thence South 88°58'10" West 664.35 feet;

Thence North 0°25'29" West 409.10 feet;

Thence north 88°52'31" East 644.96 feet to the true Point of Beginning;

EXCEPT the east 30 feet for County Road, as conveyed to King County by deed recorded under Recording Number 3724467.

Property Owner Name: Beaver Crest I, Inc. (Vintage III)
Tax Parcel No.: 322460-7777

Tract D, The Heights at Beaver Crest, according to the plat thereof recorded in Volume 185 of Plats, pages 11 through 14, inclusive, in the City of Sammamish, King County, Washington.

Exhibit 4

PROPERTY OWNER CONTACT SUMMARY – ALVENDIA AND FORD

244TH Avenue Improvements

ALVENDIA	
2/7/2008	City's consultant meets with Mr. Alvendia, who is concerned that the proposed right-of-way dedication will cost him a building lot. Wants to know how much he can build on his property, and wants to meet with the City's wetland biologist.
2/21/2008	Meeting with Mr. Alvendia, including City Wetland Biologist and Senior Planner. The City's GPS wetland data suggest that the entire property is encumbered by wetland or wetland buffer, and that at most one building could be considered under a Reasonable Use Exception. Mr. Alvendia wants the City to purchase his entire property.
4/10/2008	Consultant calls Mr. Alvendia, who feels it is not right for his property value to be reduced because it is a wetland. Consultant refers owner to list of qualified appraisers, and discusses City's \$750 reimbursement for professional review services.
4/16/2008	Consultant calls Mr. Alvendia to set up meeting.
4/17/2008	Consultant calls Mr. Alvendia, who says he is working on addressing the valuation. Consultant reminds owner of reimbursement offer. Mr. Alvendia says no access to his property is a "deal killer".
4/22/2008	Meeting held with Mr. Alvendia, including City's design and right of way consultants. Discussed maintaining access to the property, and it was suggested that Mr. Alvendia begin preliminary planning process to determine what would be allowed on the property. Mr. Alvendia immediately went to the front counter to begin the process.
4/29/2008	Called Mr. Alvendia to tell him driveway plan was available.
5/2/2008	Met with Mr. Alvendia and land agent to discuss the driveway plan. Owner express concern about the utility connections, and intends to meet with the utilities right away.
5/7/2008	Consultant calls Mr. Alvendia, who says he is concerned about the utilities, and that he might miss something that will cost him later.
5/14/2008	Consultant talks with Mr. Alvendia, who feels he will incur a lot of expense excavating to reach the sewer main, because the road is higher, and says he will hire an attorney to help him with the condemnation hearing initiated by the City.
5/20/2008	Consultant talks with Mr. Alvendia, who claims that a previous development had made partial water and sewer connections to his property. Discussed a Possession and Use Agreement, but owner had complications hiring an attorney, which may be more expensive than \$750 for review. Owner wants 1) Access to the Property 2) Acceptable Utility Connections and 3) Written Assurances the City will carry out the agreement.
5/27/2008	Consultant called Mr. Alvendia to see if he made progress hiring an attorney. Owner said he was looking into it, but the holidays interfered.
6/4/2008	Consultant called owner, who was to send an email shortly stating a desire for left-turn access.
7/17/2008	Met with Mr. Alvendia to show draft plans for access, allowing left turns and including sewer and water dry connections.
9/26/2008	Met with Mr. Alvendia onsite to discuss revised access and utility locations.
10/22/2008	Emailed Mr. Alvendia after several call attempts previous week, as I had been waiting for his final requests before the City's Final Offer. The owner sent it, apologizing for the delay as a family member was sick.
11/12/2008	Final Offer and Possession and Use Agreement sent to Mr. Alvendia including up to

Exhibit 4

	\$3,500 for review reimbursement, with request for response by 11/21/2008.
11/16/2008	Consultant called Mr. Alvendia, but phone is no longer working.
11/20/2008	Consultant called Mr. Alvendia, but phone is no longer working.
11/21/2008	Consultant calls Mr. Alvendia on new number, who did not appear to have read the offer or agreement, and asked whether the offer was for a higher amount. Wanted everything to be in writing, which consultant assured him was in writing. Owner complained of being busy and needing to make a living.
11/25/2008	Mr. Alvendia counters with request for City to pay for design and construction of a sewer pump station for his development, and increase reimbursement offer from \$3,500 to \$7,500.
12/31/2008	Informed Mr. Alvendia that City will not accept his counter offer for the extra reimbursement or lift station design and construction. I urged Mr. Alvendia to hire a professional to respond to the City's appraisal. He then restated his complaint that his agreement with the Crosswater developer to construction water and sewer connections was not followed through, and said he would send a copy of the agreement.

FORD	
4/17/2008	Consultants meet with Fords at home, who prefer the road not be built, but seem ready to cooperate. They have questions about the new proposed access to their property, construction activity, and beavers.
4/21/2008	Consultant talked with Mrs. Ford about the survey stake in the existing driveway, and details of the drainage easement.
4/22/2008	Consultant called Mrs. Ford about City plans for utilities and their request for a wider driveway, like the one to the north.
4/23/2008	Consultant has conference call with Fords regarding the plans. Fords complain that the new driveway is too narrow, that the drainage easement could increase the flooding they have been experiencing, that the City should address the beaver activity, and whether the new gravel cost in the existing driveway could be recouped.
4/30/2008	Met with Fords and land consultants. Fords concerned that neighbors to north have better access, but I explain this serves multiple lots. Fords are concerned about noise, which has been addressed in EIS. Fords say they would consider signing a Possession and Use, since they do not oppose the roadway.
5/18/2008	Consultant sends valuation from appraiser to Fords, and Possession and Use Agreement (P&U).
5/20/2008	Consultant asks if there is a decision on the P&U, and Mrs. Ford says they have an attorney looking at it.
5/23/2008	Received letter from attorney representing Fords.
6/5/2008	Fords' attorney asks for modifications to the P&U.
8/1/2008	Sent drainage TIR to Ford attorney, who will have someone look at it.
8/29/2008	Sent Ford attorney the professional appraisal, which found no additional damages for the revised driveway.
10/15/2008	P&U revised by City Attorney, and sent to Ford attorney.
10/16/2008	Ford attorney does not like the language, so City Attorney pursues working it out.
10/30/2008	City Attorney is working with Ford attorney on P&U language.
11/5/2008	Received questions on comments on drainage TIR.
11/25/2008	Consultant calls Ford attorney, asking if Fords will sign P&U.

Exhibit 4

12/1/2008	Consultant calls a third time.
12/2/2008	Ford attorney says they will not sign P&U, but are working on a counter offer.
12/4/2008	Ford attorney sends counter offer of \$100,000 for additional damages, plus City to address beaver dams exacerbating Ford's flooding and drainage problems.
1/12/2008	City attorney informs Fords' attorney that City does not accept Ford counter offer.

Exhibit 5

Roundabout Study Information

Following is information from various roundabout studies. This information provides the results of numerous roundabout studies. Comparisons are generally between roundabout controlled intersections and traffic signal or 2 way stop controlled intersections.

TIME Article; 9/15/08;

Carmel, Indiana (50 roundabouts analyzed over a 7 year period) – 78% reduction in crashes involving injuries; 24,000 gallons of gas saved per intersection per year (\$84,000 savings per intersection per year @ \$3.50/gal.).

Kansas – 65% average reduction in delay at intersections with roundabouts.

Virginia (10 roundabouts) – 200,000 gallons of gas saved per year (\$700,000 savings per year total, \$70,000 savings per year per roundabout @ \$3.50/gal.).

Roundabouts reduce hydrocarbon emissions by up to 42%.

Virginia DOT (provided by Patrick McGrady of Reid-Middleton Consulting Engineers)

90% reduction in fatal crashes

75% reduction in injury crashes

30% to 40% reduction in pedestrian involved crashes

10% reduction in bicycle involved crashes

30% to 50% increase in traffic capacity

Slower vehicle speeds, under 25mph

Reduced air pollution

Reduced fuel usage

Reduced intersection noise

\$5,000 per year per intersection reduced maintenance costs

Improved visual quality/character through landscaping

Exhibit 5

Insurance Institute for Highway Safety (IIHS), April 2008 Q&A

2003 IIHS Study, 23 US intersections:

80% reduction in injury crashes

40% reduction in overall crashes

S. Eisenman, etal Study, NYDOT, 35 intersections:

75% reduction in injury crashes

37% reduction in overall crashes

FHWA, 2000, Unknown number of European & Australian Intersections

41% to 61% reduction in injury crashes

45% to 75% reduction in overall crashes

R. A. Retting, etal, 2002 ITE Journal Report, 3 single lane roundabout intersections in Kansas, Maryland, Nevada and

13% to 23% reduction in intersection delay

14% to 37% reduction in stopped vehicles

Approx. 70% of drivers support roundabouts a year after installation vs. 63% support immediately following installation vs. 31% support before installation

R. A. Retting, 2006 Report, 3 intersections in New Hampshire, New York, Washington and R. A. Retting, 2007 Study

89% average reduction in vehicle delay

56% average reduction in stopped vehicles

Approx. 70% of drivers support roundabouts a year after installation vs. 50% support immediately following installation vs. 36% support before installation

E. R. Russell, 2004 Kansas State University Report, 11 intersections in Kansas

65% average reduction in vehicle delay

52% average reduction in stopped vehicles

Exhibit 5

C. Berg, 2005 IIHS Study, 10 intersections where roundabouts WERE NOT installed

Missed Opportunities

Failed to reduce intersection delay by 62% to 74%

Failed to reduce vehicle delay by 325,000 hours per year

A. Varhelyi, 2002 Report

29% reduction in carbon monoxide emissions

21% reduction in nitrous oxide emissions

S. Mandavilli, et al., 2004 Report to Transportation Research Board (TRB)

32% reduction in carbon monoxide emissions

34% reduction in nitrous oxide emissions

37% reduction in carbon dioxide emissions

42% reduction in hydrocarbon emissions

A. Varhelyi, 2002 Report and J. Niittymaki, et al., 1999 Report, Urban Transport Systems Conference, Lund, Sweden

Approx. 30% reduction in fuel consumption

R. Retting, et al, 2007 Report

Approx. 2/3 of drivers 65 and older support roundabouts

B. N. Persaud, et al, 2001 Study

Average age of crash involved drivers in a roundabout does not increase over that at a traffic signal or stop sign controlled intersection.

W. Brilon, et al, 1993 German Study and C. Schoon, et al, 1994 Netherlands Study

Approx. 75% reduction in pedestrian involved crashes

U. Brude, et al, 2000 Study for Nordic Road & Transportation Research

Single lane roundabouts in particular have been reported to involve substantially lower pedestrian crash rates than comparable intersections with traffic signals.

Exhibit 5

B. Baranowski, May 2005 Report, TRB Roundabout Conference

23,000 roundabouts in France (2001); 1,329 injury accidents, 86 involving pedestrians (1 pedestrian injury accident per year per 267 roundabouts)

U. Brude, etal, 2000 Study for Nordic Road & Transportation Research, 72 roundabouts in Sweden

Single lane roundabouts – observed numbers of pedestrian crash were 3 to 4 times lower than for traffic signal controlled intersections.

R. Elvik, 2002 Report, 800 Roundabouts, Victoria, Australia, 1980-83

800 roundabouts in Victoria, Australia (1980-83); 35 pedestrian involved crashes total, 9 pedestrian crashes average per year (1 pedestrian involved crash per year per 89 roundabouts)

D. Guth, etal, 2002 Report, 400 Roundabouts, Melbourne, Australia, 1987-94

400 roundabouts in Melbourne, Australia (1987-94); 63 pedestrian involved crashes total, approx. 8 pedestrian crashes average per year (1 pedestrian involved crash per year per 50 roundabouts)

This study also found that the severity of pedestrian crashes was lower for roundabout controlled intersections vs. other forms of traffic control.

This study also found that blind pedestrians can adequately judge gaps at single lane roundabouts with little difficulty and as well as sighted pedestrians.

Compared with conventional intersections, roundabout design and operational characteristics can provide improved access and safety for blind as well as sighted pedestrians, and additional measures can be taken to further improve the safety of blind pedestrians at unsignalized roundabout crossings such as textured pavement, raised crosswalks (speed tables) and increased lighting.

The safety benefits of roundabouts to vehicle traffic and pedestrian traffic are considerable and because of this they will continue to be constructed in the USA.

Traffic signals appear to be unnecessary at single lane roundabouts ...

Washtenaw County, Michigan, Roads Commission, Safety Benefits of Modern Roundabouts

Vehicle to vehicle collision points reduced from 32 to 8, a 75% reduction.

Vehicle to pedestrian collision points reduced from 24 to 8, a 67% reduction.

IIHS, March 2000 Study, 24 Intersections in 8 States

39% reduction in all crash types.

76% reduction in injury crashes.

Exhibit 5

Maryland State Highway Administration, December 2002 Study, 30 Roundabouts in Maryland

73% reduction in annual crashes

85% reduction in crash severity

80% reduction in mean total crash rate

Maryland State Highway Administration, Unknown Date Study, 15 Single Lane Roundabouts in Maryland

100% reduction in fatal crash rates

82% reduction in injury crash rate

27% reduction in property damage only crash rate

60% reduction in total crash rate

Benefit/cost effectiveness – for every \$1 spent to construct a single lane roundabout, an \$8 savings is realized through reduced cost of crashes.

N. Lalani, 1975, Pedestrian Safety Study of 38 Roundabouts in the United Kingdom

46% reduction in total pedestrian involved collisions

70% reduction in fatal and serious pedestrian involved collisions.

United Kingdom DOT, 1987, Killing Speed and Saving Lives

Chance of death when a pedestrian is hit by a vehicle:

15% at 20 mph

45% at 30 mph

85% at 40 mph

Maryland State Highway Administration, October 2001, Maryland Roundabout Safety Experience, 8 Roundabouts

64% reduction in average annual accidents

83% reduction in average annual injury accidents

Exhibit 5

USDOT, FHWA, August 2008 Website Page, Roundabouts

IHS, etal, 2000 Study, 24 Roundabouts in Calif., Colo., Fl., Ka., Ma., Mary., S. Car. And Ver.

39% reduction in total crashes

76% reduction in injury crashes

90% reduction in fatal or incapacitating crashes

National Cooperative Highway Research Program Study, soon to be released

35% reduction in total crashes

76% reduction in fatal and injury crashes

Building more roundabouts will result in fewer crashes and less delay than stop and signal controlled intersections.

A desirable goal would be to build approximately 1,000 roundabouts per year.

N. Bhagwant, etal, Unknown Date, Observational Before and After Study of Effects of U.S. Roundabout Conversions (23 roundabouts in 7 states)

40% reduction in all crash severities

60% reduction in injury crashes

90% reduction in fatal and incapacitating crashes

Exhibit 5