



City Council, Regular Meeting

REVISED AGENDA

December 15, 2009

6:30 pm – 9:30 pm
Council Chambers

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

City Manager Report

- Presentation: Out-Going Councilmembers Jack Barry, Lee Felling, Kathleen Huckabay

Consent Agenda

1. Approval: Claims for period ending December 15, 2009 in the amount of \$2,090,474.22 for Check No. 25293 through Check No.25401
2. Bid Award: Maintenance and Operations Facility/Kirtley-Cole Associates, LLC
3. Contract: 244th Non-Motorized Project/Concept Engineering
4. Contract: Right of Way Landscaping/Northwest Landscaping
5. Contract: Stormwater Cleaning/Bravo Environmental
6. Contract: Janitorial Services City Facilities/Advantage Building Services
7. Amendment: On-Call Drainage Engineering/J3MC

Public Hearings

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.

8. Ordinance: Annexing Ravenhill (Marivaux) Subdivision Effective March 12, 2009

Unfinished Business

9. Resolution: Modifying The Procedure For Selection Of The Mayor

New Business

10. Resolution Of The Sammamish City Council Endorsing Lake Washington School District Proposition 1 – Replacement Of Existing Educational Programs And Operations Levy; Lake Washington School District Proposition 2 – Replacement Of Existing Capital Projects Levies; And Lake Washington School District Proposition 3 – General Obligation Bonds

11. Contract: Prosecution Services/Moberly

12. Presentation: Beaver Lake Park Master Plan Preferred Alternative

Council Reports

City Manager Report:

- **Impact Fee Report**

Executive Session – If necessary

Adjournment

AGENDA CALENDAR

December 2009			
Mon 12/14	6:30 pm	Volunteer Dinner	
Tues 12/15	6:30 pm	Regular Meeting	Presentation: Beaver Lake Master Plan Ordinance: Public Hearing First Reading Accepting 60% Petition Raven Hill Bid Award: Maintenance & Operations Center Contract: Survey 244 th Non-Motorized Project (consent) Contract: Right of Way Landscaping/ (consent) Contract: Stormwater Cleaning/Bravo (consent) Contract: Prosecution Services (consent) Contract: City Hall On-call maintenance/various contractors (consent) Contract: On-Call Drainage Engineering/J3MC (consent) Resolution: Support for LWSD Levy Resolution: Amending Process for Selecting Mayor
January 2010			
Tues 01/05	6:30 pm	Regular Council Meeting	Council Oath of Office Presentation: Volunteers for Isaaquah/ISD Levy Support Ordinance: Second Reading Thomas Alexander Street Vacation Ordinance: Public Hearing Second Reading Accepting 60% Petition Raven Hill Approval: Exerpt of Minutes for Raven Hill Petition
Tues 01/12	6:30 pm	Study Session	Planning and Art Commission Applicant Interviews
Mon 01/18		Martin Luther King Day	City Offices Closed
Tues 01/19	6:30 pm	Regular Meeting	Executive Session Camp Fire Flag Presentation (Blackwell Elementary) Planning and Art Commission Appointments Public Hearing/First Reading: Raven Hill Annexation Capstone Public Hearing/First Reading Aldarra Farms 60% Percent Petition Adoption: Volunteer Policy Manual Town Center Update Shoreline Master Plan Update Comp Plan Update
February 2010			
Tues 02/02	6:30 pm	Regular Council Meeting	Ordinance: Second Reading: Raven Hill Annexation
Tues 02/09	6:30 pm	Joint Meeting with Planning Commission	Planning Commission Handoff – Town Center Development Regulations
Mon 02/15	6:30 pm	Presidents Day	City Offices Closed
Tues 02/16	6:30 pm	Regular Meeting	Sahalee Golf Tournament
March 2010			
Tues 03/02	6:30 pm	Regular Council Meeting	
Tues 03/09	6:30 pm	Study Session	
Mon 03/15	6:30 pm	Study Session	
Tues 03/16	6:30 pm	Regular Meeting	
April 2010			
Tues 04/06	6:30 pm	Regular Council Meeting	Public Hearing/First Reading: Pre Annexation Zoning Klahanie Park First Reading: Klahanie Park Annexation
Tues 04/13	6:30 pm	Study Session	
Mon 04/19	6:30 pm	Study Session	
Tues 04/20	6:30 pm	Regular Meeting	Public Hearing/Second Reading: Pre Annexation Zoning Klahanie Park Second Reading: Klahanie Park Annexation

May 2010			
Tues 05/04	6:30 pm	Regular Council Meeting	
Tues 05/11	6:30 pm	Study Session	
Mon 05/17	6:30 pm	Study Session	
Tues 05/18	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	Parked Items
Code Enforcement Code Amendments Presentation: Draft Town Center Stormwater Master Plan Ordinance: Second Reading Puget Sound Energy Franchise Resolution: Adoption Thompson Basin Study Resolution: Adoption Inglewood Basin Study		Code Blocks (second round) Connectivity Discussion Resolution: Final Acceptance SE 20 th Street Project Resolution: ELSP Project Acceptance Commission Interviews (7 Planning/5 Arts Commissioners) Commission Interviews(9 Planning/6 Arts Commissioners)	

<< November

December 2009

January >>

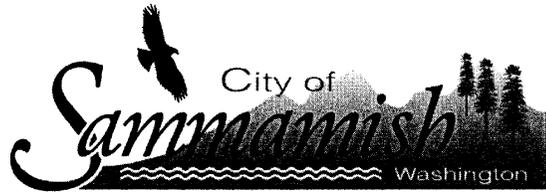
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 6:30 p.m. City Council Meeting	2 5:30 p.m. Holiday Lighting Ceremony	3 6 p.m. Planning Commission Meeting	4	5
6	7	8 6:30 p.m. City Council Special Meeting	9 6:30 p.m. Parks and Recreation Commission Meeting	10 6 p.m. Art Exhibit Reception - Hardware: A Love Story 6 p.m. Planning Commission Meeting	11	12
13	14 5:30 p.m. Boards & Commissions Appreciation Dinner	15 6:30 p.m. City Council Meeting	16 6 p.m. Sammamish Youth Board	17 6 p.m. Planning Commission Meeting	18	19
20	21 6:30 p.m. Art Commission Meeting - CANCELLED	22	23	24	25 8 a.m. Christmas Day City offices closed	26
27	28	29	30	31		

<< December

January 2010

February >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 8 a.m. New Year's Day City offices closed	2
3	4	5 6:30 p.m. City Council Meeting	6	7	8	9
10	11	12 6:30 p.m. City Council Study Session	13 6:30 p.m. Parks and Recreation Commission Meeting	14	15	16
17	18 8 a.m. Martin Luther King Day City offices closed	19 4 p.m. City of Sammamish Eagle Scout Projects 6:30 p.m. City Council Meeting	20 7 p.m. Sammamish Youth Board Meeting	21	22	23
24	25 6:30 p.m. Arts Commission Meeting	26	27	28	29	30
31						



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: December 10, 2009
RE: Claims for December 15, 2009

		\$	302.56
	0.00	*	257,327.64
			1,761,636.87
	302.56	+	71,207.15
	257,327.64	+	
	1,761,636.87	+	
	71,207.15	+	
	2,090,474.22	*	

TOTAL \$ 2,090,474.22

Check # 25293 through #25401

Accounts Payable
Computer Check Register



User: CHRISG

Printed: 11/30/2009 - 15:09

Bank Account:

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25293	YAZICI	Ben Yazici	11/30/2009	11302009	302.56
Check 25293 Total:					302.56
Report Total:					302.56

Accounts Payable

Computer Check Register



User: CHRISG

Printed: 12/03/2009 - 15:01

Bank Account:

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25294	ANI	ANI Administrators NW Inc	12/04/2009	120409	1,819.94
					Check 25294 Total: 1,819.94
25295	AWCMED	AWC Employee Benefits Trust	12/04/2009	120409	82,669.86
					Check 25295 Total: 82,669.86
25296	ICMA401	ICMA 401	12/04/2009	165812	30,916.31
					Check 25296 Total: 30,916.31
25297	ICMA401x	ICMA401	12/04/2009	165758	4,899.16
					Check 25297 Total: 4,899.16
25298	ICMA457	ICMA	12/04/2009	165831	9,098.97
					Check 25298 Total: 9,098.97
25299	ISD	Issaquah School District	12/04/2009	120409	101,770.00
					Check 25299 Total: 101,770.00

25300	LWSD	Lake Washington School Dist	12/04/2009	120409	<u>25,743.50</u>
			Check 25300 Total:		<u>25,743.50</u>
25301	OTHEIM	Aaron Otheim	12/04/2009	112809	<u>125.00</u>
			Check 25301 Total:		<u>125.00</u>
25302	PREPAIDL	Pre-Paid Legal Services, Inc	12/04/2009	120409	<u>284.90</u>
			Check 25302 Total:		<u>284.90</u>
			Report Total:		<u>257,327.64</u>

City of Sammamish
marleneAccounts Payable
Computer Check Register Totals

Printed: 12/09/09 15:26

25303 - VOID CHECK

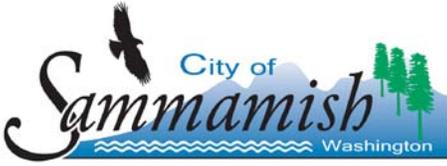
<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
25304	12/15/2009	ACCURINT	Accurint	54.75	000000
25305	12/15/2009	ALLIANCE	Allianceone	609.32	000000
25306	12/15/2009	ALLIEDBO	Allied Body Works	2,280.36	000000
25307	12/15/2009	AMEX	American Express	32.48	000000
25308	12/15/2009	ANI	ANI Administrators NW Inc	155.00	000000
25309	12/15/2009	ARTECHE	Emily Arteche	5.00	000000
25310	12/15/2009	AWC	Association of Wa Cities	190.00	000000
25311	12/15/2009	BALDWINR	Baldwin Resource Group Inc	20,000.00	000000
25312	12/15/2009	BELZAK	Steve Belzak	55.00	000000
25313	12/15/2009	BERGERPA	Berger Partnership	11,326.60	000000
25314	12/15/2009	BRAUNS	Jeff Brauns	266.13	000000
25315	12/15/2009	BUILDERS	Builders Exchange of WA	157.50	000000
25316	12/15/2009	BUTKUS	Pete Butkus	29.15	000000
25317	12/15/2009	CALLAUTO	Callaway Auto Glass, Inc	775.26	000000
25318	12/15/2009	CASTURF	Cascade Turf	1,190.85	000000
25319	12/15/2009	CATANIA	Anthony Catania	500.00	000000
25320	12/15/2009	CDW	CDW Govt Inc	2,350.15	000000
25321	12/15/2009	CHANEY	Rebecca Chaney	760.00	000000
25322	12/15/2009	CNR	CNR Inc	11,706.04	000000
25323	12/15/2009	COMCAST2	COMCAST	99.95	000000
25324	12/15/2009	DAYNIGHT	Day & Night Plumbing & Heating	310.98	000000
25325	12/15/2009	DEJONG	Cory de Jong & Son Inc	1,024.92	000000
25326	12/15/2009	DONSGROU	Don's Group Attire	1,314.00	000000
25327	12/15/2009	EAGLE	Eagle Press & Supply	3,285.00	000000
25328	12/15/2009	EASTFIRE	Eastside Fire & Rescue	434,824.58	000000
25329	12/15/2009	ENGBUS	The Wide Format Company	3,629.93	000000
25330	12/15/2009	ESRI	ESRI, Inc.	12,823.93	000000
25331	12/15/2009	FASTWH	Fast Water Heater Co	62.50	000000
25332	12/15/2009	FCS	FCS Group Inc.	4,335.00	000000
25333	12/15/2009	FELLINGE	Lee Felling	1,852.95	000000
25334	12/15/2009	FISH	Friends of Issaquah Salmon Hat	1,000.00	000000
25335	12/15/2009	GLATTING	Glattling Jackson Kercher Angli	1,913.34	000000
25336	12/15/2009	GRANGE	Grange Supply, Inc.	148.75	000000
25337	12/15/2009	HOMED	Home Depot	1,595.49	000000
25338	12/15/2009	HUGHES	Ritchie Hughes	240.00	000000
25339	12/15/2009	HWA	HWA GeoSciences, Inc	202.37	000000
25340	12/15/2009	IRONMT	Iron Mountain	62.88	000000
25341	12/15/2009	ISSCHURC	Issaquah Church & Community Sv	500.00	000000
25342	12/15/2009	KBA	KBA Inc	76,553.31	000000
25343	12/15/2009	KCRADIO	King Cty Radio Comm Svcs	206.49	000000
25344	12/15/2009	KEENEY	Keeney's Office Plus	66.97	000000
25345	12/15/2009	KINGFI	King County Finance A/R	31,214.32	000000
25346	12/15/2009	KINGPET	King County Pet Licenses	90.00	000000
25347	12/15/2009	KINGSH	King County Sheriff's Office	670,845.00	000000
25348	12/15/2009	LESSCHWA	Les Schwab Tire Center	197.02	000000
25349	12/15/2009	LEYTON	Kimberly Leyton	274.76	000000
25350	12/15/2009	LOCHNER	Lochner, Inc.	6,576.09	000000
25351	12/15/2009	LOCK	Lockworks, Inc.	639.42	000000
25352	12/15/2009	MAILPO	Mail Post	104.40	000000
25353	12/15/2009	MOBERLY	Lynn Moberly	7,500.00	000000
25354	12/15/2009	MORUP	Morup Signs Inc	410.63	000000
25355	12/15/2009	NAPA	PHS, Inc	1,350.64	000000
25356	12/15/2009	NAVPLG	Natl Assoc Of Volunteer Programs in Local Govt	40.00	000000
25357	12/15/2009	NELSONCO	Walter E. Nelson Company	25.35	000000
25358	12/15/2009	NEXTEL	Nextel Communications	2,112.12	000000
25359	12/15/2009	NORTON	Norton Arnold & Company	1,980.00	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
25360	12/15/2009	OFFDEP	Office Depot	24.49	000000
25361	12/15/2009	OHS	Occupational Health Services	507.50	000000
25362	12/15/2009	POA	Pacific Office Automation	145.71	000000
25363	12/15/2009	PSE	Puget Sound Energy	8,068.78	000000
25364	12/15/2009	RAINIER	Rainier Wood Recyclers Inc	254.00	000000
25365	12/15/2009	REIDMID	Reid Middleton, Inc	3,377.30	000000
25366	12/15/2009	ROTARSAM	Rotary Club of Sammamish	156.00	000000
25367	12/15/2009	SAM	Sammamish Plateau Water Sewer	1,033.24	000000
25368	12/15/2009	SAMCHAMB	Sammamish Chamber of Commerce	25.00	000000
25369	12/15/2009	SCI	SCI Infrastructures, LLC	400,546.03	000000
25370	12/15/2009	SHANNONW	Shannon & Wilson Inc	2,759.50	000000
25371	12/15/2009	SONITROL	Sonitrol Pacific	759.30	000000
25372	12/15/2009	STAPLES	Staples Business Advantage	1,338.05	000000
25373	12/15/2009	STOECKL	Jane C. Stoecklin	105.00	000000
25374	12/15/2009	TRAFFICS	Traffic Safety Supply Co Inc	167.65	000000
25375	12/15/2009	UNITRENT	United Rentals NW, Inc	7,206.51	000000
25376	12/15/2009	UPROAR	Uproar, Inc.	5,101.20	000000
25377	12/15/2009	URISA	Urban & Regional Info Systems	1,525.00	000000
25378	12/15/2009	VERIZNW	Verizon Northwest	33.39	000000
25379	12/15/2009	VERIZON	Verizon Wireless	80.37	000000
25380	12/15/2009	VOYAGER	Voyager	4,997.97	000000
25381	12/15/2009	WATERSH	The Watershed Company	545.00	000000
25382	12/15/2009	WESTFIRE	Westfire Coastal Inc	394.20	000000
25383	12/15/2009	WRPA	Wa Recreation & Parks Assoc	119.00	000000
25384	12/15/2009	WWGCSA	WW Golf Course Super. Assoc	510.00	000000

CHECK TOTAL: \$1,761,636.87

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
25385	12/15/2009	ABBEY	Abbey Party Rents	1,782.35	000000
25386	12/15/2009	ACE	Ace Hardware, LLC	1,080.86	000000
25387	12/15/2009	CADMAN	Cadman, Inc.	682.46	000000
25388	12/15/2009	COSTCO	Costco Wholesale	498.43	000000
25389	12/15/2009	EASTEQ	Eastside Equipment & Marine	3,380.79	000000
25390	12/15/2009	FASTENAL	Fastenal Industrial Supplies	695.10	000000
25391	12/15/2009	GLOBALOR	Global Org for Divinity	250.00	000000
25392	12/15/2009	GUARDIAN	Guardian Security	72.00	000000
25393	12/15/2009	KINGFI	King County Finance A/R	982.00	000000
25394	12/15/2009	MICRO	Microflex, Inc.	135.52	000000
25395	12/15/2009	NESAM	NE Sammamish Sewer & Water	122.55	000000
25396	12/15/2009	NWCASC	Northwest Cascade, Inc.	312.42	000000
25397	12/15/2009	NWLSVC	NW Landscape Service	13,349.21	000000
25398	12/15/2009	PACSOIL	Pacific Topsoils, Inc	1,877.78	000000
25399	12/15/2009	SEATIM	Seattle Times	366.68	000000
25400	12/15/2009	TROSSACH	The Trossachs Group	45,559.00	000000
25401	12/15/2009	TURTTEMA	Paula Turtteman	60.00	000000

CHECK TOTAL:				\$71,207.15	



CITY COUNCIL AGENDA BILL

Subject:

Resolution Endorsing Lake Washington School District Proposition 1 – Replacement Of Existing Educational Programs And Operations Levy; Lake Washington School District Proposition 2 – Replacement Of Existing Capital Projects Levies; And Lake Washington School District Proposition 3 – General Obligation Bonds

Meeting Date: December 15, 2009

Date Submitted: December 9, 2009

Originating Department: City Manager

Clearances:
Action Required: Council review, public input opportunity and Council action on the proposed Resolution

 City Manager
 Police
 Public Works
 Fire
 Building/Planning
 Attorney
Exhibits:

1. Draft Resolution
2. Bond Facts Sheet
3. Bond Levy Whitepaper

Budgeted Amount: N/A

Summary Statement: On February 9th, the voters will be asked to consider three measures: an EP&O replacement levy, a Capital Projects replacement levy, and a construction and modernization bond for the Lake Washington School District (see attached fax sheet). The District is asking for the Sammamish City Council to adopt a resolution in support of these measures.

Background: Lake Washington School District will have three propositions on the ballot for the February 9, 2010 election. The measures include two renewal levies, which require a simple majority to pass and a bond measure, which requires a 60-percent majority for approval. They are as follows: Renewal of the Expiring Education Programs

& Operations Levy, renewal of the expiring Capital Project Levy, and a Construction and Modernization Bond.

Financial Impact: None to City Budget

Recommended Motion: Motion to approve the Resolution supporting the Lake Washington School District Ballot Measures.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2009-_____**

A RESOLUTION OF THE SAMMAMISH CITY COUNCIL ENDORSING LAKE WASHINGTON SCHOOL DISTRICT PROPOSITION 1 – REPLACEMENT OF EXISTING EDUCATIONAL PROGRAMS AND OPERATIONS LEVY; LAKE WASHINGTON SCHOOL DISTRICT PROPOSITION 2 – REPLACEMENT OF EXISTING CAPITAL PROJECTS LEVIES; AND LAKE WASHINGTON SCHOOL DISTRICT PROPOSITION 3 – GENERAL OBLIGATION BONDS

WHEREAS, Lake Washington School District provides a high quality public school education to students who live in a significant part of the City of Sammamish;

WHEREAS, Lake Washington School District must rely on local levy dollars for almost one fifth of the general operating funds that pay for basic expenses like textbooks, transportation, teacher training, and special programs;

WHEREAS, Lake Washington School District relies on local levy dollars to provide technology that enhances learning and ensures efficient administration of the district;

WHEREAS, Lake Washington School District relies on local levy dollars to protect the taxpayers' investment in school buildings through capital projects that ensure timely replacement of major building systems like roofs and floors as well as enhancing those facilities with energy conservation and safety or accessibility projects;

WHEREAS, Lake Washington School District is prudently preparing for an increase in students by planning for more classroom space to prevent overcrowding;

WHEREAS, the City Council complied with RCW 42.17.130 to ensure that: (a) any required notice of the meeting included the title and number of the ballot proposition, and (b) members of the legislative body or members of the public are afforded an approximately equal opportunity for the expression of an opposing view.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON HEREBY ENDORSES

- Lake Washington School District Proposition 1 – Replacement of Existing Educational Programs and Operations Levy
- Lake Washington School District Proposition 2 – Replacement of Existing Capital Projects Levies
- Lake Washington School District Proposition 3 – General Obligation Bonds

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 15th DAY OF DECEMBER, 2009**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: December 9, 2009

Passed by the City Council:

Resolution Number: R2009-

Lake Washington School District

Exhibit 2

Levy and Bond Facts

Lake Washington School District will have three propositions on the ballot for the **February 9, 2010**, election. The measures include two renewal levies, which require a simple majority to pass, and a bond measure, which requires a 60-percent majority for approval.



1. Renewal of Expiring Educational Programs & Operations Levy

The Educational Programs & Operations Levy (EP&O) provides 19% of the district's budget for daily operations. The state provides "basic education funding" that does not cover the entire cost of current educational programs. It also limits how much the district can raise for its general budget through the EP&O Levy. The EP&O Levy works to fill the gap between state funding and current educational programs. It directly pays for items such as textbooks, supplies, transportation, teacher planning time, athletics and activities, additional support staff and special education services. Put in perspective, the EP&O levy amount is the equivalent of 612 teachers the first year of the levy and more each year after that.

Collection Year	Levy Amount	Est. rate per \$1000 of assessed valuation
2011	\$49,100,000	\$1.34
2012	\$52,500,000	\$1.38
2013	\$56,200,000	\$1.42
2014	\$60,100,000	\$1.46

2. Renewal of Expiring Capital Projects Levy

The Capital Projects Levy includes two components: technology and facilities projects. These dollars provide a systematic life cycle approach to replacing major systems in buildings, like roofs, flooring and heating systems, at appropriate times through the life of a school building. The technology portion provides tools that help students learn and teachers to teach. That includes replacement of computers, classroom projectors, other hardware and network infrastructure, as well as providing educational software, access to research databases, emergency alert systems, and other electronic communication to parents and students.

Collection Year	Levy Amount	Est. rate per \$1000 of assessed valuation
2011	\$18,000,000	\$.49
2012	\$19,600,000	\$.52
2013	\$21,700,000	\$.55
2014	\$23,700,000	\$.58

3. Construction and Modernization Bond

This bond measure for \$234 million meets several needs for the district. More space is needed to handle projected enrollment growth plus needs for space for programs like all-day kindergarten. Without building additional space substantial overcrowding will result. The district is moving to a four-year high school grade configuration, which will require more space at the high schools, but will relieve space in the elementary schools. To accommodate both needs, the district proposes adding two elementary schools, adding on to Redmond High School and Eastlake High School plus expanding Environmental and Adventure School. In addition, the district plans on modernizing Juanita High School, originally scheduled after a 2014 bond measure. This project will ensure that all high schools in the district have modern facilities, and will take advantage of the current favorable construction costs and interest rates.

Year	Estimated Combined Tax Rate for all 3 Measures	Total Tax*
2010 (approved in 2006)	\$2.80 per \$1000	\$1,448
2011	\$3.13 per \$1000	\$1,618
2012	\$3.22 per \$1000	\$1,665
2013	\$3.30 per \$1000	\$1,706
2014	\$3.37 per \$1000	\$1,742

*total for a house with the average assessed valuation of \$505,000

More information can be found at www.lwsd.org

Financial Fast Facts

Lake Washington School District...

- ranks **263rd** out of **295** school districts in Washington state in per-pupil funding.
- ranks **14th** out of the **15** largest districts in the state on percent of its budget going to central administration expenses.
- ranks **2nd** out of the **15** largest districts in the state on the percent of its budget going to teaching.

Lake Washington School District Levy & Bond Proposals

Background:

Every four years, the citizens of the Lake Washington School District have the opportunity to renew local levies that fund important programs and services. The voters also have the opportunity to approve bond measures to meet the construction/facility requirements of the district. These measures are a critical component of the district's work and are required to provide core services.

Educational Programs and Operations levies are capped by the state and Lake Washington has received voter approval for the requested amount since the 1970s. This measure requires a 50% simple majority vote. The Capital Projects levy pays for the short and mid-term capital needs in the district (roofs, floors, HVAC, etc.) as well as technology needs for students and staff. This measure also requires a 50% simple majority vote by the LWSD citizens. Bond measures require a 60% yes vote and are designed to accommodate construction projects for growth, current program needs and the modernization of aging buildings. The district has in place a long term strategic modernization program that was developed in 1998.

On February 9th, the voters will be asked to consider three measures: an EP&O replacement levy, a Capital Projects replacement levy, and a construction and modernization bond. The measures are detailed in this document and the attached summary page.

The development of the ballot measures used an extensive process of demographic trend analysis, facility review, community input, staff/community deliberations, and ultimately board feedback and approval. These measures represent the feedback from a significant majority of the citizens and staff that provided feedback for the district.

Educational Programs & Operations Levy - Renewal

The Educational Programs & Operations Levy is the district's primary way to raise money to supplement the state funding for the district's general operating fund. State law limits how much the district can ask for under this kind of levy. The board and superintendent agreed that this levy is so critical to the basic operation of the district that a full EP&O levy request up to the maximum allowed by law is needed, as has been done since 1977.

This levy is a renewal of the current levy that expires in 2010. It now provides about 19% of the district's operating budget, paying for about 40 percent of non-employee related costs such as utilities, supplies, insurance, and textbooks. It also pays over and above the state payments for transportation, special education services, English Language Learning programs, classified staff (e.g., secretaries, instructional assistants, trades people, and professional-technical staff) and substitute costs. It provides for additional teacher training and preparation time. Student athletics and activities, theaters and stadiums are also supported by this levy. If approved, the projected collection is the following:

EP&O Levy	Total Amount
2011	\$49,100,000
2012	\$52,500,000
2013	\$56,200,000
2014	\$60,100,000

Capital Projects Levy - Renewal

While the Capital Projects Levy appears on the ballot as one measure, it includes both technology and facilities items. Community members provided input regarding each area. The input recommended continuing the district's current facilities and technology programs with some small enhancements, outlined here.

Included in the facilities items to be paid for through the renewal capital projects levy are:

- Life Cycle Planning – protect investment in school buildings by upgrading/replacing systems as they reach end of life including roofs, lighting, energy management control systems, flooring, heating, monitored fire alarm systems,
- Energy/Conservation – reduce general fund expense for utilities by installing smart water meters, low flow toilets, storm water upgrades, improved lighting, and more efficient windows
- Compliance/Safety - improved handicapped access, removed treated wood in playgrounds
- School Programs - school requests for facility improvements
- Athletics - replacement of worn or substandard items including fields and gym floors

This levy amount will help the district improve life-cycle planning efforts and catch up over time.

Included in the technology items to be paid for through the renewal capital projects levy are:

- Classroom Technology - Improve student access to appropriate computers and technology. Replace projectors as they reach end of life
- Network - Improve network speed, wireless network access, and network storage capacity
- Training - Provide training for staff and faculty to ensure effective use of classroom technologies
- Software - Maintain district software with current versions including library databases, instructional software, productivity software (Office), and enterprise software (mail, portal, websites, etc.)
- Support Staff technology and Projects - Maintain current replacement cycle for support staff computers and provide current level of funding for peripherals such as printers, digital cameras, etc.

The chart below shows the total request in each of the four years for this renewal levy.

Capital Projects Levy	Total Amount
2011	\$18,000,000
2012	\$19,600,000
2013	\$21,700,000
2014	\$23,700,000

Bond Measure

The district's first step in planning facility space needs into the future is to create projections of future student populations. The district develops projections using King County birth data as well as tracking all development in the geographic areas covered by the district. By applying a specific formula to planned development as well as birth data, the district can determine the number of students to expect to show up in its classrooms. It has a strong record on projections, often coming within 50 students in a district that serves 24,000.

The district is currently growing. This year 250 more students were enrolled in the district and it is projected that that there will be 1,200 more students by 2014. Growth is expected especially in parts of Redmond as a result of specific housing developments in those areas. Some schools in the district now have more students than they can comfortably handle and do not have the capacity for additional students. In addition, school space needs have been changing. There are increased needs for dedicated classrooms for music, special education, English Language Learner programs and other programs. All of this information points to a need for more classroom space in the district within the next four years.

Where to add the needed classroom space intersected with the superintendent's board supported proposal to move the district from a three-year high school system to a four-year high school model. By moving 9th grade to the high school and sixth grade to middle schools, space will be freed up in the elementary schools. Two of the district's comprehensive high schools, Juanita High School and the new Lake Washington High School, scheduled to open in the fall of 2011, will be able to accommodate the 9th grade class with their facilities. Redmond and Eastlake High Schools will need additions to do so. Additional secondary space will also be created by expanding the Environmental and Adventure School, which is open to students throughout the district. Even with moving to a K-5 elementary model, two additional elementary schools will be needed.

At the same time, a matter of equity in high school facilities was considered. With the completion of the new Lake Washington High School, Juanita High School would be the only comprehensive high school in the district without a modern facility. In fact, during planning for the 2006 modernization bond, it was a close decision whether Juanita High or LWHS should be modernized first. Juanita High School is on the district's modernization schedule now for a 2014 bond measure, after which it would take at least five years to build the new school. Moving up the Juanita modernization by including it in a bond measure now provides more equitable school buildings throughout the district's high schools, as well as takes advantage of current low interest rates and competitive construction costs.

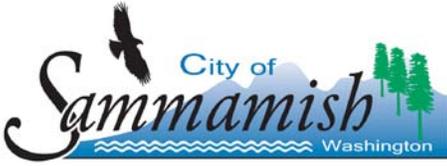
The community advisory committee recommendation was for a bond measure of \$234 million to include two new elementary schools, two high school expansions, a new facility for Environmental and Adventure School and the modernization of Juanita High School. The board approved these recommendations on November 23.

The Bottom Line

The Lake Washington Board of Directors unanimously approved the Superintendent's recommendation for these measures to be placed on the February 9th ballot. The chart below provides an estimate of the rate per thousand dollars of assessed valuation with the following assumptions: a decrease of 13% in assessed valuation for 2010, a 2% increase in AV for 2011 and 4% increases from 2012-2014. The amount shown in the "total tax" column is for a house with the average assessed valuation in Lake Washington, which is \$505,000.

Year	EP&O	Capital	Current Debt	New Debt	Total	Total Tax
2010	\$1.17	\$.47	\$1.16	\$0	\$2.80	\$1,448
2011	\$1.34	\$.49	\$.98	\$.32	\$3.13	\$1,618
2012	\$1.38	\$.52	\$.99	\$.33	\$3.22	\$1,665
2013	\$1.42	\$.55	\$1.01	\$.32	\$3.30	\$1,706
2014	\$1.46	\$.58	\$1.01	\$.32	\$3.37	\$1,742

If all three proposals pass, there would be an increase in taxes from the current measures, of about \$170 per year for the average home, or about \$14 per month, in 2011. Although the economic climate is challenging, Dr. Kimball and the board believe it is important to provide voters with the opportunity to determine whether or not the community is interested in funding the additional classroom space needed to avoid over-crowding.



CITY COUNCIL AGENDA BILL

Subject:

Award of the contract for construction of the new Sammamish Maintenance and Operations Center (MOC).

Meeting Date: December 15, 2009

Date Submitted: December 10, 2009

Originating Department: Public Works

Action Required:

Authorize the City Manager to award and execute a contract with Kirtley-Cole Associates, LLC for construction of the City's new MOC facility.

Clearances:

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Project Bid Results

Budgeted Amount: As of the end of November 2009, total of \$4,805,498 remained in the adopted 2009-2010 adjusted budget for completion of the new MOC facility project. The current estimated cost to complete the MOC construction project is \$4,764,475 as detailed in the Financial Impact section of this agenda bill.

Summary Statement:

After nearly 10 years of operating in an inefficient manner out of temporary maintenance facilities, the city is ready to move forward with construction of a new, permanent maintenance and operations (MOC) facility in which to house our parks and public works maintenance staff, equipment and materials. Design of the new MOC facility is complete.

On December 3, 2009, bids from 16 general contractors for construction of the new MOC were received and opened. Kassel & Associates, the apparent low bidder at the bid opening, withdrew their bid due to an error discovered in the bid. Based on the withdrawal of the Kassel & Associates bid and the combination of the base bid and the alternative bid items to be included in the construction contract, the low bidder for the project has been determined to be Kirtley-Cole Associates, LLC. Kirtley-Cole submitted the second lowest bid at the

project bid opening. Staff has determined that Kirtley-Cole is both a responsive and responsible bidder. All of the reference checks completed on Kirtley-Cole have come back very positive. Previous owners have indicated that Kirtley-Cole does very quality work, is easy to work with, works with the owners in a collaborative manner and are not change order seekers. These reference checks include those supplied by Kirtley-Cole as well as some that were not listed by Kirtley-Cole. Therefore, staff recommends award of the construction contract for the new MOC facility be awarded to Kirtley-Cole Associates, LLC.

Background:

Since incorporation, the City's parks and public works infrastructure maintenance staff has operated out of two separate temporary facilities – the “Lamb” house on 228th Avenue SE & the “Beaver Lake Shop” located within Beaver Lake Park. These facilities are inadequate to house the staff, materials and equipment necessary to provide infrastructure maintenance services in the most efficient manner. Because of the size of these existing facilities, the infrastructure maintenance staff has had to be split up and housed at both facilities. This makes it hard to coordinate their work as well as to develop the staff into a highly functioning team. In addition, it is inefficient for the staff to have to go from one location to the other on a daily basis (sometimes multiple times per day) to pickup other staff, equipment and/or materials that are necessary for completing their assigned work tasks.

In April 2007, the city purchased property at 244th Avenue NE and NE 18th Street as a possible site for construction of a new MOC facility.

On February 19, 2008, the City Council adopted Resolution R2008-316 selecting the 244th Avenue property as the site on which the city's new MOC would be constructed.

On April 21, 2008, the City Council awarded contract C2008-123 to TCF Architecture to design the new MOC facility.

Due to the geology of the site, existing wetlands and a seasonal stream on the site, required buffers site buffers and setbacks, the facility design places the main building at the center of the site, with crew and public parking to the front (east) side of the building and the maintenance drive and yard behind (west of) the building, concealing the yard from 244th avenue by the MOC building. This approach takes advantage of the topography of the site to accommodate a two story structure while minimizing tree removal and limiting disruption of a substantial amount of the existing natural site. With the existing site conditions, this building location provides the greatest distance and shielding of the facility from the neighboring properties reducing or eliminating aesthetic and noise impacts to the neighboring properties.

The design of the MOC includes two main structures: Building “A” - 20,500 sf - designed at two levels plus a storage loft, consists of offices, crew room, locker rooms, multipurpose room, shops, vehicle bays and storage. Building “B” - 5,068 sf – is a vehicle storage structure which consists of five vehicle storage bays, one of which doubles as a vehicle wash

bay. Other features of the site include a loading dock/ramp, a 200KWatt backup generator and an above ground gasoline storage tank and dispenser.

Due to size and the nature of the project, that is the main buildings being a shell with limited opportunities to get LEED points for finishes, LEED certification for this facility was difficult and costly to achieve. Although the decision was made not to apply for LEED certification for the project, the facility has been designed by LEED certified and accredited architects and many LEED items and design principles (such as the following examples) have been incorporated into the project:

- Green roof on the small sections above the entrance canopies.
- StormTech Chamber Systems was used to detain stormwater under the utility yard and parking lot for infiltration.
- Addition to the Stormtech system the site design also incorporates an infiltration pond to add a natural feature between the 244th NE and the Main structure while helping project with additional onsite stormwater detention.
- Reclaimed timber from site was incorporated into design to build countertop at reception desk, reception area furniture, site benches and signage for the project.
- Recycled and renewable materials were used throughout the project.
- Use of dark-sky friendly site lighting
- Use of drought tolerant landscaping plant species (50% water use reduction)
- Use of reduced water use restroom fixtures (20% water use reduction)
- Use of energy efficient lighting systems (10% energy use reduction)
- Overall facility energy use reduction (30% energy use reduction)
- Use of non ozone depleting HVAC system refrigerant
- Use of at least 20% recycled materials for building construction
- 50% of wood used in facility construction must comply with Forest Stewardship Council Guidelines related to sustainable forest management practices
- Use of low air contaminant releasing building materials

Financial Impact:

The total construction authorization amount requested is \$4,413,475.00. This includes the construction contract (including WSST) and an additional 10% construction contingency amount.

Following is a summary of the estimated remaining costs to complete the new MOC facility project:

Maintenance & Operations Facility Remaining Project Cost Summary

Base Bid	\$ 3,290,000.00
Unit Price #1	\$ 6,000.00
Unit Price #2	\$ 5,500.00
TOTAL BASE BID	\$ 3,301,500.00

No. AA1 Building "B"	\$ 185,000.00
No. AA2 Backup Generator	\$ 91,200.00
No. AA3 Loading Dock/Ramp	\$ 28,800.00
No. AA4 Audio -Visual System	\$ 16,400.00
No. AA5 Sanitary Sewer Extension	\$ 24,600.00
No. AA6 Project landscaping	\$ 36,500.00
No. AA7 Landscape Irrigation	\$ 37,100.00
No. AA8 Topsoil and Soil Amendments	\$ 33,800.00
TOTAL ALTERNATE BIDS	\$ 346,000.00
Subtotal Construction Contract (Base+ Alternate)	\$ 3,647,500.00
W.S.T. (9.5%)	\$ 364,750.00
TOTAL CONSTRUCTION CONTRACT	\$ 4,012,250.00
10% Construction Contingency	\$ 401,225.00
<u>CONSTRUCTION CONTRACT SETASIDE</u>	<u>\$ 4,413,475.00</u>
Design services during construction, Special Inspections, Permit & connection fees, etc. (Estimated)	\$ 261,000.00
City furnished equipment and furnishings (Estimated)	\$ 90,000.00
TOTAL EST. PROJECT COST TO COMPLETE	\$ 4,764,475.00
PROJECT BUDGET	\$ 4,805,498.00
ANTICIPATED BUDGET UNDEREXPENDITURE	\$ 41,023.00

Recommended Motion:

Move to authorize the City Manager to award and execute a contract with Kirtley – Cole Associates, LLC for the construction of new Sammamish Maintenance and Operations Center in the amount of \$4,012,250.00 and to administer a contract construction contingency in the amount of \$401,225.00.

CITY OF SAMMAMISH
 MAINTENANCE AND OPERATIONS CENTER
 DECEMBER 3, 2009 3:05 PM (LOCAL TIME)

BID TABULATION

PROJECT ESTIMATE: \$ 4,110,377.00 (BASE BID)
 APPARENT LOW BID: KASSEL & ASSOCIATES

CONTRACTOR		KASSEL & ASSOCIATES	KIRTLY COLE	SIERRA CONSTRUCTION	EBENAL GENRAL. Inc.	PBJ CONTRACTING INC	B. PHILLIPS CONST. INC.	POWELL CONSTRUCTION COM.	
BID FORM PART A	a	BASE BID	\$ 2,887,000.00	\$ 3,290,000.00	\$ 3,314,000.00	\$ 3,345,000.00	\$ 3,385,629.00	\$ 3,423,290.00	\$ 3,489,000.00
	b	UNIT PRICE No. 1	\$ 5,000.00	\$ 6,000.00	\$ 3,250.00	\$ 8,500.00	\$ 7,000.00	\$ 3,375.00	\$ 5,000.00
	c	UNIT PRICE No. 2	\$ 7,500.00	\$ 5,500.00	\$ 6,000.00	\$ 9,000.00	\$ 8,250.00	\$ 3,375.00	\$ 5,500.00
	a+b+c	TOTAL BID	\$ 2,899,500.00	\$ 3,301,500.00	\$ 3,323,250.00	\$ 3,362,500.00	\$ 3,400,879.00	\$ 3,430,000.00	\$ 3,499,500.00
		TRENCH SAFETY	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,500.00
	ADDENDA 1 - 5		YES	YES	YES	YES	YES	YES	YES
		SIGNATURE AND INFO.	YES	YES	YES	YES	YES	YES	YES
		STATE. OF BIDDERS QUALIF.	YES	YES	YES	YES	YES	YES	YES
		NON- COLLUSION AFFIDAVIT	YES	YES	YES	YES	YES	YES	YES
		RESP. BIDDERS CRITERIA	YES	YES	YES	YES	YES	YES	YES
	BID BOND	YES	YES	YES	YES	YES	YES	YES	

BID FORM PART B	No. AA1	Building "B"	\$ 191,800.00	\$ 185,000.00	\$ 195,683.00	\$ 143,000.00	\$ 217,239.00	\$ 315,900.00	\$ 292,000.00
	No. AA2	Backup Generator	\$ 95,700.00	\$ 91,200.00	\$ 79,000.00	\$ 106,000.00	\$ 97,267.00	\$ 96,103.00	\$ 99,500.00
	No. AA3	Loading Dock/Ramp	\$ 26,000.00	\$ 28,800.00	\$ 34,000.00	\$ 19,000.00	\$ 31,617.00	\$ 31,493.00	\$ 35,000.00
	No. AA4	Audio -Visual System	\$ 17,200.00	\$ 16,400.00	\$ 17,000.00	\$ 17,000.00	\$ 17,530.00	\$ 17,521.00	\$ 19,950.00
	No. AA5	Sanitary Sewer Extension	\$ 31,000.00	\$ 24,600.00	\$ 28,479.00	\$ 33,000.00	\$ 26,561.00	\$ 28,331.00	\$ 25,000.00
	No. AA6	Project landscaping	\$ 67,200.00	\$ 36,500.00	\$ 29,560.00	\$ 55,000.00	\$ 33,998.00	\$ 33,981.00	\$ 33,600.00
	No. AA7	Landscape Irrigation	\$ 33,400.00	\$ 37,100.00	\$ 22,498.00	\$ 49,000.00	\$ 46,215.00	\$ 42,848.00	\$ 44,500.00
	No. AA8	Topsoil and Soil Amendments	\$ 9,600.00	\$ 33,800.00	\$ 43,138.00	\$ 30,000.00	\$ 42,497.00	\$ 42,476.00	\$ 42,000.00
	No. AA9a	Mechanical	\$ 13,900.00	\$ 7,200.00	\$ 7,134.00	\$ 11,000.00	\$ 11,476.00	\$ 7,433.00	\$ 26,000.00
	No. AA9b	Electrical	\$ 10,450.00	\$ 10,200.00	\$ 10,244.00	\$ 12,000.00	\$ 10,969.00	\$ 10,653.00	\$ 10,500.00
	No. AA9c	Metal Roofing	\$ 2,000.00	\$ 7,094.00	\$ 1,786.00	\$ 10,000.00	\$ 9,476.00	\$ 9,471.00	\$ 7,500.00
		SUB CONTRACTORS LIST	YES						

SUBCONTRACTORS							
HVAC As described in RCW 18.106	CRESENT SHEET METAL	CRESENT SHEET METAL	CRESENT SHEET METAL	CRESENT SHEET METAL	T.I NORTHWEST CORP.	CRESENT SHEET METAL	ROESTEL'S
Plumbing work as described in RCW 18.106	LAKERIDGE PLUMBING &MECH.	LAKERIDGE PLUMBING &MECH.	LAKERIDGE PLUMBING &MECH.	DB RAY PLUMBING	N.W. GAS SUPPLY & PLUMB.	LAKERIDGE PLUMBING &MECH.	ROESTEL'S
Electrical work as described in RCW 19.28	BUSACK ELECTRIC	BUSACK ELECTRIC	ALL-WIRE ELECT.	BOWNER ELECT.	BUSACK ELECTRIC INC.	BUSACK ELECTRIC	ALLWIRE
Metal Roofing System	COBRA bldg. ENVELOPE CONT.	ORION ROOFING	COBRA bldg. ENVELOPE CONT.	SELF	ORION SHEET METAL	ORION ROOFING	AMW
Earthwork	VALLEY EXCAVATING LLC.	T-BARGER	KRYGER	VALLEY EXCAVATION	T-BARGER ROOFING	VALLEY EXCAVATION	KRYGER

CONSTRUCTION ENTERPRISES	CORP INC CONSTRUCTION	BAYLEY CONSTRUCTION	NW CONST. OF WASHINGTON INC.	COLACURIO BROTHERS	HARBOR PACIFIC	BNCC INC	UNIMARK	AECON BUILDING INC.
\$ 3,529,000.00	\$ 3,590,000.00	\$ 3,599,000.00	\$ 3,605,600.00	\$ 3,610,500.00	\$ 3,820,100.00	\$ 3,834,000.00	\$ 3,947,897.00	\$ 4,019,000.00
\$ 2,953.00	\$ 6,250.00	\$ 5,875.00	\$ 6,121.00	\$ 6,250.00	\$ 5,350.00	\$ 6,250.00	\$ 6,250.00	\$ 3,375.00
\$ 5,972.00	\$ 10,000.00	\$ 8,375.00	\$ 5,625.00	\$ 7,500.00	\$ 5,850.00	\$ 6,500.00	\$ 8,750.00	\$ 3,375.00
\$ 3,537,925.00	\$ 3,606,250.00	\$ 3,613,250.00	\$ 3,617,350.00	\$ 3,624,250.00	\$ 3,831,300.00	\$ 3,846,750.00	\$ 3,962,897.00	\$ 4,025,750.00
\$ 2,500.00	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 6,000.00	\$ 5,000.00	\$ 500.00
YES	YES	YES	YES	YES	YES	YES	YES	YES
YES	YES	YES	YES	YES	YES	YES	YES	YES
YES	YES	YES	YES	YES	YES	YES	YES	YES
YES	YES	YES	YES	YES	YES	YES	YES	YES
YES	YES	YES	YES	YES	YES	YES	YES	YES

\$ 275,000.00	\$ 278,000.00	\$ 121,000.00	\$ 250,500.00	\$ 157,600.00	\$ 237,210.00	\$ 207,253.00	\$ 325,480.00	\$ 149,000.00
\$ 80,000.00	\$ 96,000.00	\$ 86,000.00	\$ 95,824.00	\$ 34,400.00	\$ 97,000.00	\$ 99,736.00	\$ 114,185.00	\$ 101,343.00
\$ 25,000.00	\$ 29,000.00	\$ 22,000.00	\$ 24,500.00	\$ 28,500.00	\$ 47,000.00	\$ 19,848.00	\$ 47,192.00	\$ 26,000.00
\$ 25,500.00	\$ 18,000.00	\$ 19,300.00	\$ 17,200.00	\$ 17,900.00	\$ 18,000.00	\$ 10,233.00	\$ 23,000.00	\$ 18,000.00
\$ 30,900.00	\$ 27,000.00	\$ 26,100.00	\$ 25,600.00	\$ 26,000.00	\$ 22,000.00	\$ 29,084.00	\$ 34,500.00	\$ 29,000.00
\$ 25,700.00	\$ 34,000.00	\$ 33,500.00	\$ 25,800.00	\$ 26,800.00	\$ 33,700.00	\$ 40,290.00	\$ 40,895.00	\$ 81,000.00
\$ 37,000.00	\$ 46,000.00	\$ 37,200.00	\$ 36,200.00	\$ 38,300.00	\$ 46,800.00	\$ 36,909.00	\$ 38,680.00	\$ 47,499.00
\$ 46,800.00	\$ 43,000.00	\$ 34,500.00	\$ 54,200.00	\$ 56,300.00	\$ 42,000.00	\$ 36,210.00	\$ 46,000.00	\$ 38,000.00
\$ 7,850.00	\$ 8,000.00	\$ 8,800.00	\$ 8,900.00	\$ 7,600.00	\$ 8,880.00	\$ 12,464.00	\$ 10,802.00	\$ 10,797.00
\$ 10,500.00	\$ 11,000.00	\$ 8,850.00	\$ 10,500.00	\$ 10,900.00	\$ 10,580.00	\$ 10,032.00	\$ 10,032.00	\$ 10,807.00
\$ 8,919.00	\$ 5,000.00	\$ 9,425.00	\$ 9,400.00	\$ 4,500.00	\$ 2,320.00	\$ 8,919.00	\$ 4,492.00	\$ 1,920.00
YES								

CRESENT SHEET METAL	CRESENT SHEET METAL	EMERALD AIR	CRESENT SHEET METAL	CRESENT SHEET METAL	TI NORTHWEST	RAMSETT MECH.	T.I NORTHWEST CORP.	WASHINGTON HEATING
PIPER CONST INC.	PIPER MECHANICAL	LAKERIDGE PLUMBING	NW GAS	LAKERIDGE PLUMBING	HAWK MECHANICAL	RAMSETT MECH.	NW GAS SUPPLY & PLUMBING	NW GAS SPPLY & PLUMB.
ALL-WIRE ELECTRIC INC.	BUSACK ELECTRIC	JORMAC ELECTRIC	BUSACK ELECTRIC	BUSACK ELECTRIC	BUSACK ELECTRIC INC	BUSACK ELECTRIC	BUSACK ELECTRIC	BUSACK ELECTRIC INC
ORION SHEET METAL	ORION ROOFING	COBRA	ORION ROOFING	SOUTHEAST ARCH. SHEET METAL	COBRA	ORION SHEET METAL	SE ARCH SHEET METAL	COBRA ROOFING
KRYGER CONST INC.	D&A GENERAL CONST.	T-BARGER DIRTWORKS	EARTHWORK NW	SANTANA TRUCKING& EXC.	T-BARGER DIRTWORKS	EARTHWORKS NW	INTERWEST	VALLEY EXCAVATING



CITY COUNCIL AGENDA BILL

Subject:
244th Ave NE Non-motorized Improvements
Surveying Contract

Meeting Date: December 15, 2009

Date Submitted: December 10, 2009

Originating Department: Public Works

Action Required:

Authorize the City Manager to execute a consultant services contract agreement with Concept Engineering, Inc. for surveying and associated services related to the 244th Ave NE Non-motorized Improvement project.

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

Exhibits:

- 1) Agreement for Services signed by Concept Engineering, Inc.

Budgeted Amount: The recently adopted 2010 adjusted budget includes a total of \$1,701,950 in the Transportation Capital Improvement Fund (Fund 340) for the 244th Avenue NE Non-Motorized Improvement project.

Summary Statement:

The purpose of this project is to improve pedestrian and bicycle safety along 244th Avenue NE between NE 8th and NE 20th Streets. This contract agreement is to develop the initial surveying documents necessary for city staff to begin the in-house planning and design for this high priority non-motorized facilities project. Concept Engineering, Inc. will remain on-call to provide additional surveying and design assistance as necessary to prepare the construction plans for the project.

Background:

In 2008 an analysis was performed to record and prioritize streets in need of non-motorized facilities. Construction of non-motorized facilities along 244th Avenue NE in the vicinity of the new Rachel Carson Elementary School was identified by the City Council as their second highest priority project, behind the construction of non-motorized facilities on SE 20th Street.

A topographic survey must be completed in order to develop conceptual and final design plans for the 244th Avenue NE non-motorized improvements.

This contract will allow the City to move forward with development of conceptual and design plans for public meetings, permitting and construction. The proposed contract with Concept Engineering, Inc. establishes an initial fee to perform the topographic survey and develop the necessary topographic and property/right-of-way maps for project design.

Financial Impact:

Adopted Project Budget for 2009/2010:	\$ 1,701,950
Survey Contract “Not to Exceed Amount”:	\$ 40,000
Remaining Project Budget	\$ 1,651,950

Recommended Motion:

Move to authorize the City Manager to execute a contract with Concept Engineering, Inc. for an amount not to exceed \$40,000 for surveying and design services in association with the 244th Ave NE Non-motorized Improvement Project.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Concept Engineering, Inc.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "A"

A sum not to exceed \$40,000.00

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, 2011, 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.

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

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

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.

upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

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

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

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

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

Company Name CONCEPT ENGINEERING
Contact Name CARL CANJIE
Street Address 455 RAINIER BLVD N
City, State Zip ISSAQUAH, WA 98027
Phone Number 425-392-8055
Email CARL@CONCEPTENG.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: Carl Canjie

Title: City Manager

Title: PRESIDENT

Date: _____

Date: 12/4/2009

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Exhibit A

SCOPE OF SERVICES

CITY OF SAMMAMISH PROPOSAL
 244th Avenue NE Non-Motorized Project
 NE 8th St to NE 20th St
 December 4, 2009

Surveying Services:

1. **100' STRIP TOPOGRAPHIC SURVEY**
 (Approximately 14.7-Acre Site)

Perform a 100' strip topographic survey on NAD 83/91 and NAVD 88 datum with a 2-foot contour interval, extending 100 x 4,400 lf along intersections at 244th Avenue NE and right-of-way x 200 lf along intersections at NE 8th Street, NE 10th Street, NE 11th Street, NE 12th Street, NE 14th Street, NE 16th Street, NE 16th Place, NE 18th Street, NE 19th Street, and NE 20th Street.

Task includes:

- Develop the line work for the roadway rights-of-ways and adjoining property lines surrounding the survey limits.
- Spot elevations gathered on an approximate 50-foot grid plus grade breaks within the property boundary.
- Location of visible improvements built along the route.
- Location of visible on-site and adjacent utilities in the nearest full right-of-way. All invert elevations will be measured from the rim of the structure for safety reasons. Pipe sizes and materials will be estimated only.
- Location of underground utility lines located by APS.
- Locate evergreen trees 8 inches or greater in diameter and deciduous trees 12 inches or greater in diameter measured 4-1/2 feet above existing grade and measure dripline radius within 35 feet on west side and within 244th Avenue NE right-of-way on east side.
- Locate street trees any size.
- Copies of Field Notes.
- AutoCAD file in AutoCAD 14 or 2000 (LDD) format.
- Client to receive 5 paper copies and a reproducible copy of the final drawing only (if desired).

Task does not include:

- Wetlands survey

BASE FEE* (Item 1).....\$20,000

Exhibit A

CITY OF SAMMAMISH PROPOSAL (Con't)
244th Avenue NE Project
December 4, 2009

2. **SUPPLEMENTAL SURVEYING & SUPPORT SERVICES**

- Provide on call services for additional mapping requirements throughout the duration of project design phase. Anticipated needs are for areas requiring more detailed topographic information for design of earth retaining walls or additional grading, storm water drainage, topo changes due to existing project under construction, location of soil borings, etc.
- Provide assistance with the drafting of design plans as needed.
- Provide assistance with acquiring additional right-of-way for the project improvements.

3. **MEETING/CONSULTATION/SUPPORT**

Meetings and consultation with the client, City Agency staff and any other parties as necessary to:

- Review and analyze issues affecting the project.
- Coordinate with other consultants retained by the client.
- Respond to requests of the client which lie outside the scope of work agreed upon.
- Administrative time required to process requests for prints, copies, reports, and other information.
- Fee is billed at consultants standard hourly rate scheduled in effect at the time the work is performed.

FEE (Items 2 & 3): To be approved by Written Task Order, Not to Exceed a total of \$20,000.00.

Exhibit A

CITY OF SAMMAMISH PROPOSAL (Con't)
 244th Avenue NE Project
 December 4, 2009

OUR FIRM'S 2010 HOURLY BILLING RATES ARE AS FOLLOWS:*

Principal Engineer	\$155.00
Group Manager	135.00
Project Manager	120.00
Senior Design Engineer	120.00
Design Engineer	105.00
Sanitarian/Wetland Biologist	105.00
CAD Support	105.00
Project Surveyor	125.00
One Man Crew	85.00
Two Man Crew	150.00
Three Man Crew	165.00
One Man GPS Crew	105.00
Two Man GPS Crew	200.00
Three Man GPS Crew	215.00

* These rates are subject to change every January. New rates will apply should the job carry over into the next calendar year.

Third party courier services or reproducibles are invoiced at cost plus 10%.

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.: _____

Social Security No.: _____

Print Name: _____

Title: _____

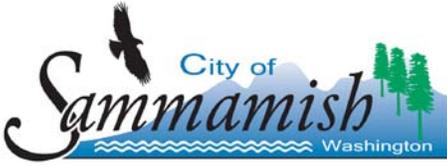
Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



CITY COUNCIL AGENDA BILL

Subject:

Award of contract with Northwest Landscape Services for 2010 right of way (ROW) landscape maintenance services.

Meeting Date: December 15, 2009

Date Submitted: December 09, 2009

Originating Department: Public Works

Clearances:

Action Required:

Authorize the City Manager to execute a small works roster contract agreement, in an amount not to exceed \$95,000, with Northwest Landscape Services to provide year 2010 landscape maintenance services in the city ROW.

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. Small Works Roster Public Works Contract , signed by Northwest Landscape Services

Budgeted Amount: \$126,000 for ROW landscape services is included in the recently adopted 2010 adjusted budget. The 2010 budgeted amount is \$31,000 greater than the proposed contract amount.

Summary Statement:

This Contract for ROW landscape maintenance services will augment and compliment the work of our in-house maintenance and operations staff. As has been the case in past years, ROW landscape service work was identified in the city's adopted 2010 budget to be performed as a contracted service.

Background:

An invitation to bid to provide ROW landscape services to the city was given to five landscape companies on the eGov Alliance's small works roster. Of the five companies invited to bid, only three chose to actually submit a bid to the city. The three bids received were:

Northwest Landscape Services	\$ 63,477.70
Brickman Group	\$ 91,861.80
Total Landscaping	\$106,244.89

Northwest Landscape Services was the lowest of the three respondents. City staff is familiar with Northwest Landscape Services and recommends award of the ROW landscape maintenance services contract to them. Northwest Landscape is the firm that has provided ROW landscape maintenance services to the city for the last three years, 2007, 2008 and 2009.

This contract is for calendar year 2010 only, with the city's option to renew it for two additional one year terms with an increase in the contract prices equal to the Seattle CPI-U. The 2010 ROW landscape maintenance contract includes minor scope of work adjustments and an additional six sites to be landscaped over the last contract for these services. Under this contract, Northwest Landscape Services will provide landscape maintenance services at the following 15 sites:

1. 228th Ave from SE 32nd St. to NE 25th
2. Issaquah Pine Lake Rd. from 228th Ave to SE 32nd (roundabout and islands)
3. Inglewood Hill (roundabout)
4. SE 32nd Street from 241st Ave to Sunny Hills Elementary
5. East Beaver Lake Dr: SE Issaquah-Beaver Lake Rd @ E. Beaver Lake Dr.
6. NE 8th Street from 231st Pl to 244th Ave NE.
7. Beaver Lake Way: Beaver Lake Way @ Beaver Lake Dr.
8. SE 24th Street from 228th Ave SE to 244th Ave SE
9. NE 16th Street from 212th Ave NE (East Sammamish Park) to 219th Place NE
10. South Pine Lake Route from 228th Ave SE to 212th Ave SE
11. NE 20th Corner: 228th Ave NE and NE 20th Pl
12. Windsor Blvd and Hazel Wolf wetland Parking lot
13. SE 30th Corner: SE 30th and 226th Corner
14. Thompson Hill Landscape: Thompson Hill and ELSP intersection

15. Rachel Carson School: 244th NE and Rachel Carson Elementary school frontage

Financial Impact:

The base contract amount for the 2010 ROW landscape maintenance services is \$63,477.70 with an additional \$31,522.30 management reserve to be used only with the written authorization of the city. The management reserve fund is in place to cover the additional work effort that will be required for any additional services which may be required during the term of the contract including, maintenance of the East Lake Sammamish Parkway landscaping, SE 20th Street landscaping, the SE 24th pathway, SE 248th Avenue, etc. when the maintenance warranty for each of these projects runs out. The reserve will also be used to cover maintenance costs associated with ROW landscaping improvement projects which may be undertaken during the term of the contract. The total not to exceed contract amount, including the management reserve, of \$95,000 is within the \$126,000 amount included in the adopted 2010 adjusted budget for provision of these landscape maintenance services.

Recommended Motion:

Move to authorize the City Manager to execute and manage the contract with Northwest Landscape Services for right of way landscape maintenance services for 2010 in an amount not to exceed \$95,000.00, including a management reserve amount of \$31,522.30.



**SMALL WORKS ROSTER
PUBLIC WORKS SERVICE CONTRACT**

Between: City of Sammamish and Northwest Landscape Services
 Project: 2010 ROW Landscape Maintenance
 Commencing: January 1, 2010
 Terminating: December 31, 2010
 Amount: \$95,000
 \$63,477.70 as bid, plus an additional \$31,522.30 management reserve to be used only upon written authorization by the city

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for ROW Landscape Maintenance and

WHEREAS, pursuant to the invitation of the City, extended through the City of Sammamish Public Works Small Works Roster, the Contractor did file with the City a proposal containing an offer; and

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

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

1. Scope of Work to be Accomplished. The Contractor shall perform those services described in Exhibit "A" of this agreement. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract, unless otherwise specified in the attached plans and specifications. The Contractor shall perform all work in accordance with all applicable laws, rules and regulations including, but not limited to WAC 296-24-960 and WAC 296-45-455.

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

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

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set

forth in Exhibit "D" for a sum not to exceed \$95,000 (\$63,477.70 as bid, plus an additional \$31,522.30 management reserve to be used only upon written authorization by the city).

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

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

5. Warranties/Guaranty.

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

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

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

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

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

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

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

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

8. Performance Bond/Statutory Retainage/Prevailing Wages.

8.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

176. Entire Contract/Binding Effect. This contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

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

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

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

TO CITY:

Department of Public Works
Project Manager
City of Sammamish

801 228th Avenue SE

Sammamish, WA 98075

Phone: (425) 295-0500

TO CONTRACTOR:

Contractor: Northwest Landscape Services

Contact Name: Neil Corcoran

Street Address: PO Box 864

City, State, Zip: Woodinville, WA 98072

Phone:

Contact email: N/A

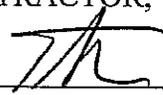
CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: City Manager

Date: _____

CONTRACTOR, WASHINGTON

By: 

Title: Managing Partner

Date: 12-9-09

Attest/Authenticated:

City Clerk

Approved as to Form:

City Attorney

Price Break down and Amendments

Site name	Pre tax amount
228 th Ave	\$34,937.00
Iss-Pine Lake Rd	\$3,430.00
Inglewood Hill Roundabout	\$2,107.00
SE 32 nd Street	\$1,396.50
East Beaver LAKE Dr.	\$931.00
NE 8 th St.	\$3,552.50
Beaver Lake Way	\$1,470.00
SE 24 th St	\$1470.00
NE 16 th St.	\$1494.50
South Pine Lake Route	\$2,107.00
NE 20 th Corner	\$1,260.00
Chun's Circle	\$840.00
SE 30 th Corner	\$910.00
Thompson hill Landscape	\$1,120.00
Rachel Carson School	\$945.00

Sub -total:	\$57,970.50
WSST:	\$5,507.20
Total Price:	\$63,477.70

Amendments

The City of Sammamish reserves the right to amend the contract up to \$95,000.

EXHIBIT A
City of Sammamish

SECTION A – GENERAL SCOPE OF SERVICES

- A. The Contractor shall furnish all labor, tools, equipment, materials, supplies, supervision, transportation, and other items necessary for the complete maintenance and landscaping, in accordance with the provisions herein, of the following streetscapes within the City of Sammamish.
1. **228th Ave**
SE 32nd St. (South City Limits) to NE 20th 25th 
Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with lawn maintenance as described in parts **I, II, III, and IV** of this section.
 2. **Issaquah Pine Lake Rd.**
228th Ave. to SE 32nd (roundabout and islands)
Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.
 3. **Inglewood Hill (roundabout)**
Inglewood Hill @ 216th Ave NE
Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.
 4. **SE 32nd Street**
241st Ave SE to Sunny Hills Elem.
Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.
 5. **East Beaver Lake Dr.**
SE Issaquah-Beaver Lake Rd @ E. Beaver Lake Dr.
Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.
 6. **NE 8th Street**
231st Pl to 244th Ave NE.
Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.
 7. **Beaver Lake Way**
Beaver Lake Way @ Beaver Lake Dr.

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

8. SE 24th Street

228th Ave SE to 244th Ave SE

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

9. NE 16th Street

212th Ave NE (East Sammamish Park) to 219th Place NE

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

10. South Pine Lake Route

228th Ave SE to 212th Ave SE

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

11. NE 20th corner

228th Ave NE and NE 20th Pl

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

12. Chun's Circle

Windsor Blvd and Hazel Wolf wetland Parking lot

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

13. SE 30th Corner

SE 30th and 226th Corner

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

14. Thompson Hill Landscape

Thompson Hill and Eastlake Sammamish Parkway intersection

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

15. Rachel Carson School

244th NE and Rachel Carson Elementary school frontage

Landscape care of all developed areas within streetscapes. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance as described in parts **I, II, III, and IV** of this section.

- B. The areas to be maintained in the streetscapes may include, but are not limited to lawn areas, trees, shrubs, sidewalks, walkways, rockeries, retaining walls, fences, mowing strips, groundcover, flower beds, drain systems and paved areas. This includes areas behind the sidewalk in the ROW and all areas within the ROW.
- C. The Contractor shall replace, at Contractor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from Contractor's failure to provide maintenance in accordance with the provision herein. Plant materials supplied by the contractor shall be of first quality condition and shall be guaranteed by the Contractor for one year.
- D. Contractor's operations and activities pursuant to a contract awarded from this RFP shall be under the control and supervision of the City's Operations and Maintenance Manager or other designated representative.
- E. The City will make monthly inspections of the services performed by the Contractor at each site using monthly site maintenance checklists. The Contractor or designee shall attend such monthly inspections. Inspection times will be set up to accommodate both parties' schedules. If performance deficiencies are found, they will be noted on the checklist and the City may withhold payment for these services until the deficiencies are corrected. The Contractor shall be held responsible for any and all damages caused by his negligence or that of his employees in providing the services contracted for by the City of Sammamish in this contract.
- F. The Contractor shall establish a weekly work schedule such that, to the extent possible, work at a specific Streetscape shall be performed on the same day each week.
- G. If either the City or the Contractor desires additional work or services, a Discretionary Work Request Form as found in Attachment 1 shall be used. The additional work or services requested should be specified by the city and the Contractor shall provide a quote on the cost of providing such additional work or services. Written approval by the City must be obtained prior to the start of any additional work.

The general descriptions of the landscaping and maintenance services to be provided at the Streetscapes are as follows.

I. Lawn Care:

The Contractor shall maintain all lawns at the sites covered by this agreement in a healthy, growing condition by performing the following operations and other work specified for each site:

- a) Mowing: Lawn areas shall be mowed in accordance with the scope for each streetscape so as to maintain a neat, trim appearance. The Contractor shall remove all paper, rubbish, or debris from each lawn area prior to mowing. Mowing shall be done during the growing season, from March through November. Mowing from December 1 to February shall be at the discretion of the City.

Fine mowing means the grass should be mowed to a uniform height of 2 ¼ - 2 ½ inches. Rough mowing means the turf should be mowed to a height of 4-6 inches. Grass clippings shall be picked up and removed from the site after each mowing if mowing or equipment use results in clumping.

- b) Edging. All lawn edges shall be trimmed after each mowing. This edging includes cutting grass along walls, fences, foundations, curbs, sidewalks, paths, shrubs, tree trunks, poles, or any other object or structure within or bordering the lawn areas. More or less frequent edging may be designated by the City in individual streetscapes scope of work. Edging shall be done by powered edging equipment. Exception – by owner direction only.
- c) Blowing. The sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris resulting from lawn mowing and edging tasks. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown unto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).

II. Plant Materials, Bed Areas, Tree Wells:

The Contractor shall maintain all trees, shrubs, and groundcover of the parks in a healthy, growing condition, by performing the following operations and other work specified for each area.

- a) **Pruning:** Pruning of trees, shrubs, and hedges shall be done as follows and all pruning must be done under the supervision of a certified arborist.
 1. Trees, shrubs, and hedges, should be shaped, trimmed, or sheared to maintain desired shape and function, and to keep a neat trim appearance.
 2. The lower branches of trees should be raised above head height wherever they overhang walks or paths. Singular branches, which are hanging below the overall tree canopy and are an impediment to pedestrian traffic or maintenance activities, should be pruned back to the first lateral. Pruning over 12 feet in not part of the scope of services and will be handled by use of a Discretionary Work Request Form (Attachment 1). Unless specifically called for in the bid request for a specific site.

Trees which require minor clearance pruning shall be pruned to the closest lateral or, if such pruning will result in stubbing the branch, prune branch to tree collar.

- 3. Ornamental trees. Ornamental trees shall not be pruned except to remove singular broken branches or perform minor clearance pruning. Exception – by owner direction only.

Ornamental trees without tree wells are to be grass free 12-18 inches from the tree base.

The Contractor shall be responsible for notifying the City representative of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, disease and insect infestation.

The Contractor shall cut back shrubs and ground cover to prevent encroachment into shrubs, trees, buildings, retaining walls, fences, streets, sidewalks, and utility vaults. They shall be trimmed at the edge of hard surfaces (sidewalks and curbs) and bed areas. Damage caused by the Contractor's negligence in performing this function shall be the Contractor's responsibility to repair/rectify to the City's satisfaction.

4. The Contractor shall remove suckers, and other undesirable growth on trees and shrubs.
5. Naturalized bulbs in shrub beds and tree circles shall be deadheaded after blooming and the foliage cut back once dieback is apparent.
6. Major pruning of deciduous trees and shrubs shall be done during the dormant season. Minor pruning may be done at any time.

b) **Weed/Disease/Pest Control**

1. *Trees, shrub, and groundcover areas shall be kept free of weeds. Bed areas shall be kept in weed free condition.*
2. Weeding may be done by mechanical and/or chemical means. Tree wells shall be kept free of weeds. The City reserves the right to limit the use of specific herbicides and/or applications of said herbicides. Casoron shall be used only with the approval of the Operations and Maintenance Manager or designee and only in very limited areas. All spraying shall be done in compliance with all federal, state, and local laws and regulations.

Any damage to desirable plant material due to Contractor negligence or misuse of pesticides will be remedied by the Contractor at their expense, in a timely manner.

3. The Contractor shall be responsible for minor pest control up to 12 feet vertical on all trees; and for all shrubs and groundcover. Major infestations requiring large-scale pesticide applications shall be contracted to commercial applicators. Contractor is responsible to notify the City of any such condition.
4. The Contractor may need to remove dead and damaged plants and replace the same with plants of equivalent size, condition, and variety after obtaining the written approval of the City.
5. Plant materials supplied by the Contractor to the City shall be of first quality condition and shall be warranted by the Contractor for one year

III. Hard Surfaces:

The sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown unto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).

Undesired vegetation in sidewalks, curbs and other hard surfaces shall receive an approved herbicide application and be removed. In no case shall any pre or post emergent herbicides with residual characteristics (i.e. Casoron) be used in these areas.

IV. Other Services:

Leaves shall be removed from all contractor-maintained areas. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces. Leaves may be blown into adjacent natural areas where applicable; otherwise accumulations should be removed from the site.

All litter and animal feces shall be removed from contractor-maintained areas weekly. The Contractor shall remove litter from the site for disposal.

Windfall branches and debris shall be removed from all contractor-maintained areas for disposal by the Contractor. Wind fallen trees are not part of this contract and will be handled with a Discretionary Work Request Form in Attachment 1.

SECTION B – INFORMATION TO BE SUBMITTED WITH PROPOSAL

Each Contractor must respond to each of the following requests/questions in a clear and comprehensive manner. An incomplete or inaccurate response may prevent the Contractor from further consideration for the services described in this RFP.

a) Contractor Profile:

- 1) Provide the full name, main office address, and tax identification number of the entity that would ultimately enter into a contract with the City.
- 2) Provide the name and address of the entity that would actually provide the services to the City, if different from above.
- 3) Identify if your firm is an individual, partnership or corporation; if incorporated, the state of incorporation.
- 4) Provide an Organizational chart.
- 5) Provide the name(s), address(es), and telephone numbers(s) of the persons who are authorized to negotiate a contract with the City and also the contact person to whom notices regarding the RFP should be sent.
- 6) Provide copies of all business registrations/business licenses, contractors' license, and commercial pesticide applicators license(s).

b) Equipment Inventory:

- 1) Provide an inventory of equipment that you currently own, by make, size, year, and condition.
- 2) Provide a list of equipment by make and size that you plan on purchasing within the next twelve months.

The City may choose to inspect some or all of the equipment.

c) References/Experience/Past Projects

- 1) List five references, include names, titles, and telephone numbers of contact persons, which you have provided services to in the past two years.
- 2) Provide a list of four additional projects or contracts that your firm currently services that is similar in scope to this RFP.
- 3) List any other relevant experience.

The City will contact some or all of the listed references and may conduct a site visit of one or more of the projects or contracts listed.

d) List of Workers/Subcontractors:

- 1) List all proposed staff by name, identifying the proposed Contract Manager. List each person's current role in your firm and their proposed role in relation to the work contemplated under this RFP. Tell whether they will be employed full-time or part-time.
- 2) Describe each staff member's specific professional qualifications and years of applicable experience.
- 3) List all subcontractors and the work to be subcontracted out to them. If you do not know the name of the subcontractor, list the work you plan to subcontract out.

e) Insurance Coverage:

The Contractor must furnish general liability insurance of not less than \$1,000,000 per occurrence/aggregate for personal injury and /or property damage.

Worker's compensation in accordance with Washington State law shall be secured for the Contractor and its employees, and for all subcontractors.

The City may require a performance bond.

If awarded a contract, these insurance policies shall be changed to name the City of Sammamish as an additional insured and shall include a provision prohibiting cancellation or reduction in the amount of said policies, except upon thirty (30) days prior written notice to the City.

f) Other information/questions

- 1) Has the Contractor ever been terminated, replaced, or failed to complete work awarded under a contract? If so, name the client and describe the circumstances.
- 2) Has the Contractor ever been named as a defendant in any litigation brought on by a client as a result of a contract? If so, describe the circumstances fully, and identify the court in which the litigation was filed and provide the case number.
- 3) Describe the Contractor's on-call and emergency response procedures to deal with problems such as fallen trees, open gates, vandalism, etc. Provide a list of hourly rates for all services and any minimum call-out hours.

g) Price Proposal Sheets for each of the nine-streetscape areas.

Section C contains a price proposal summary sheet and price proposal sheets. These sheets provide a work description and frequency of services specific for each site. The price proposal sheets request a detailed breakdown on the costs of providing the specific services. The price proposal summary sheet should also be completed. This summary sheet lists the proposed cost for all nine streetscape areas.

- 1) Complete the price proposal summary sheet.
- 2) Complete one of the price proposal sheets for each site for the price proposal package.

Attachment "A-1"
Maintenance Schedule - 228th Ave
SE 32nd St. (Southern City Limits) to NE 20th St.

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1. Mowing irrigated areas	Once per week starting the second week in March and ending the third week in November	38
2. Mowing non irrigated areas	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29

3. Line trimming	Once per week starting the second week in March and ending the third week in November	38
4. Edging	Once per week starting the second week in March and ending the third week in November	38
Maintenance task II. Plant Materials, Bed areas, and tree wells		
5. Fertilize Shrubs & Beds	Once per year in September or October	1
6. Pruning – Shrubs	April, June, November	3
7. Pruning- Trees	November	1
8. Ground cover trimming	April, June, August, November	4
9. Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov.	38

Attachment “A-2”

Maintenance Schedule - Issaquah Pine Lake Rd.

288th Ave. to SE 32nd (roundabout and islands)

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC

Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

Attachment “A-3”
Maintenance Schedule – Inglewood Hill Round about.
 Inglewood Hill @ 216th Ave NE

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC

Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

Attachment "A-4"
Maintenance Schedule – SE 32nd Street
 241st Ave SE to Sunny Hills Elem

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC
Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

Attachment "A-5"
Maintenance Schedule - East Beaver Lake Dr.
 SE Issaquah-Beaver Lake Rd @ E. Beaver Lake Dr.

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
3.Line trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
4.Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov.	38

Attachment "A-6"
Maintenance Schedule - Beaver Lake Way
 Beaver Lake Way @ Beaver Lake Dr.

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
3.Line trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
4.Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov.	38

Attachment "A-7"
Maintenance Schedule – SE 24th Street
 228th Ave SE to 244th Ave SE

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	Line Trim all guard rails and bridge abutments once in April, May, June, July, September and October	6
4.Edging	N/A	NIC
Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

Attachment "A-8"
Maintenance Schedule - NE 16th Street
 212th Ave NE (East Sammamish Park) to 219th Place NE

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
3.Line trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
4.Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov.	38

Attachment "A-9"
Maintenance Schedule – NE 8th Street
 231st PI NE to 244th NE

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC
Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

Attachment "A-10"
Maintenance Schedule – South Pine Lake Route
 228th Ave SE to 212th Ave SE

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC
Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

Attachment "A-11"
Maintenance Schedule – NE 20th Corner
 228th Ave NE and 20th PI NE

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC
Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	38

Attachment "A-12"
Maintenance Schedule – Chun's Corner
Windsor Blvd and Hazel Wolf Wetland Parking Lot

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC
Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	35
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	35

Attachment "A-13"
Maintenance Schedule – SE 30th Corner
 SE 30th and 226th SE intersection

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	Once per week starting the second week in March and ending the third week in November	38
2.Mowing non irrigated areas	NIC	29
3.Line trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
4.Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov.	38

Attachment "A-14"
Maintenance Schedule – Thompson Hill Landscape
 Thompson Hill and Eastlake Sammamish Parkway intersection

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	N/A	NIC
3.Line trimming	N/A	NIC
4.Edging	N/A	NIC
Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	35
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov	35

Attachment "A-15"
Maintenance Schedule – Rachel Carson Landscape
 NE 244th and Rachel Carson Elementary School

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn care		
1.Mowing irrigated areas	N/A	NIC
2.Mowing non irrigated areas	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
3.Line trimming	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
4.Edging	Once per week starting in the second week of March thru the last week in June. Twice a month July and August. Once a week September thru November	29
Maintenance task II. Plant Materials, Bed areas, and tree wells		
5.Fertilize Shrubs & Beds	Once per year in September or October	1
6.Pruning – Shrubs	April, June, November	3
7.Pruning- Trees	November	1
8.Ground cover trimming	April, June, August, November	4
9.Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard surfaces		
10. Sweeping	Once per week starting the second week in March and ending the third week in November	38
11. Weed removal	April, June, October	3
Maintenance Task IV. Other		
12. Leaf/Wind Fall Removal	As needed	As needed
13. Litter Control- all areas	Once per week starting the second week in March and ending the third week in Nov.	38

GENERAL AND SPECIAL CONDITIONS

General and Special Conditions are additions to, or revisions of, the City's standard Small Works Roster contract. In the event of a conflict between the contract documents and the and the General and Special Conditions, the more stringent requirements shall apply.

All work shall be in strict accordance with the 2004 Washington Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, including cleaning existing Drainage Structures, 7-07, and applicable technical sections, as amended herein or as noted on the drawings.

SC-01 **Permits and Licenses**

Street use permits will be obtained from the City. It is the responsibility of the Contractor to submit 2 copies of a typical traffic control plan for this project.

SC-02 **Project Safety**

Contractor agrees that in performing the work contained within the Contract, that it will meet all regulations in safety as required by WISHA. Contractor further agrees that it will bring to the attention of the City all conditions on the job site or contained within the specifications, which appear to be in violation of the provisions of said Act. Contractor further agrees that it will include within all subcontracts or contracts of purchase of materials, provisions requiring said supplier or subcontractors to meet WISHA standards. All materials, components, bidders design elements of said contract will be reviewed and an affirmative determination made by the Contractor that they meet the requirements of WISHA.

SC-03 **Hazardous Chemical Inventory**

The Contractor shall comply with the requirements of the HAZARD COMMUNICATION STANDARD, Washington Administrative Code 296-62-054 through 05425 and shall be required to inform the City of all hazardous substances which are to be used on the City property and to which other personnel may be exposed under normal conditions of use or association or foreseeable emergency (Statutory authority RCW 49.17.040 and 49.17.050). All such substances contemplated for use by a party to the Contract shall be communicated in writing to Glenn Akramoff, Maintenance Manager, no later than five (5) days before work is to begin. Such writing shall identify the substance(s) by their common trade or generic chemical names whether they are present singly or in combination with other substances and the quantities to be used. The City may request written information from the Contractor about the substance(s), usually in the form of a Material Safety Data Sheet (MSDS) for which the City does not have any previous information. Nothing in this section shall be construed so as to relieve the Contractor of liability for the use, transport, storage or application of a hazardous substance. The City shall provide the Contractor, upon its request, a current listing of substances known to be present on the City property for the work site concerned and to which the Contractor's employees may reasonably be exposed. The City assumes no liability for any effects of such exposure.

SC-04 **Traffic Control Plan**

All work will be performed during the hours of 7:30 AM to 5:00 PM Monday through Friday. These hours are further restricted to 9:00 AM to 3 PM on streets that require lane closure. No total road closures will be

allowed, at a minimum alternating one-way traffic is required between 9 am & 3 pm. All traffic control including but not limited to provision of flaggers, cones, and warning signs are the responsibility of the contractor. The plan will include an overall estimate of work completion time and advance notification to the City of Sammamish Maintenance at (425) 837-4633, and Metro/King County Bus operations, of each day's lane closures and approximate times.



REQUEST FOR CONTRACT PAYMENT

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

Invoice Number _____ Date of Invoice _____

Contractor _____

Specific Program / Budget Code _____

PLEASE ISSUE PAYMENTS FOR THIS CONTRACTOR ON SEPARATE CHECKS

Reporting Period: _____

Total Contact Amount: \$ _____

Previous Payments: \$ _____

CURRENT PAYMENT REQUEST: \$ _____

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

Remaining Balance \$ _____

Project Engineer _____ Date _____

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

Requesting Department _____ Date _____

Approved for Payment _____ Date _____
Department Director

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 26-0482138

Social Security No.: _____

Print Name: Tom DiMeo

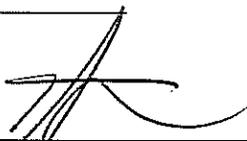
Title: Managing Partner

Business Name: Northwest Landscape Services

Business Address: PO Box 864 Woodinville WA 98072

Business Phone: 425-481-0919

12/9/09
Date


Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND

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

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

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

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

WITNESS our hand the _____ day of _____ 20 _____

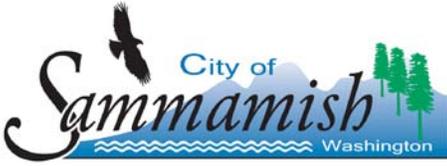
PRINCIPAL

SURETY

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

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

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



CITY COUNCIL AGENDA BILL

Subject:

Award of contract with Bravo Environmental NW, Inc. for 2010 Storm Sewer System Cleaning Services

Meeting Date: December 15, 2009

Date Submitted: December 9, 2009

Originating Department: Public Works

Clearances:**Action Required:**

Authorize the City Manager to execute a small works roster contract agreement, in an amount not to exceed \$100,000.00, with Bravo Environmental NW, Inc. for year 2010 storm sewer system cleaning services.

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. Small Works Roster Public Works Contract, signed by Bravo Environmental NW, Inc.

Budgeted Amount: \$110,000 for Storm Sewer System Cleaning Services is included in the recently adopted, adjusted 2010 budget. The 2010 budgeted amount is \$10,000 greater than the proposed contract amount.

Summary Statement:

This contract for storm sewer system cleaning services will augment and compliment the work of our in-house Public Works Maintenance and Operations staff. As has been the case for the past few years, storm sewer system cleaning services have been identified in the City's adopted 2010 budget to be performed as a contracted service.

Background:

For the past several years, the City has established a regular maintenance program, including annual cleaning, for the City's storm sewer system. This program has been established to comply with the Sammamish Storm Water Comprehensive Plan, standard industry maintenance practice, the City's Phase 2 NPDES permit compliance requirements, Endangered Species Act (ESA) regulations, to help reduce possible flooding events, to improve stormwater runoff quality and to ensure that the city's storm

sewer system functions as efficiently as possible. Prior to establishment of this program, King County cleaned the system for the city on an “as needed basis” when operational problems occurred.

Standard industry practice is to establish a baseline for maintenance cleaning of the stormwater system by determining which areas of the system require more frequent cleaning than others. Once this baseline is established a very specific maintenance program can be instituted which will give each specific portion of the system only the level of cleaning service it requires to operate at peak efficiency. This level of service will help reduce pollution and sediment in the streams and lakes into which the system flows, as well as help reduce the possibility of flooding due to a poorly maintained system.

As part of the contract scope of work, the contractor will provide the City with a map showing the location and flow direction of each of the catch basins and pipes cleaned. The contractor will also provide the city with the quantity of material cleaned from the various catch basins, pipes and other appurtenances in the stormwater system. This information will be used to help city staff develop a more specific future maintenance program and schedule for the system. Additionally the comprehensive cleaning services will assist the City in development of a list of deficiencies in the operation of the system which will allow a repair plan to be put together to help us avoid emergency flooding and potential claims.

This contract is a new contract with the vendor Bravo Environmental NW, Inc. of Kenmore, Washington. Bravo Environmental NW, Inc. was the low, competitive bidder for provision of these stormwater system cleaning services to the City. Competitive bids for this service were solicited through the eGov Alliance’s small works roster program. The following four bids were received:

Bravo Environmental	\$ 87,501.45
Olson Brothers Pro-Vac	\$ 93,619.76
Davidson-Macri	\$140,160.00
Phoenix Environmental	\$185,147.50

Bravo Environmental NW, Inc. was the lowest responsible bidder. City staff is familiar with Bravo Environmental NW’s work and recommends award of the stormwater system cleaning service contract to them. Bravo performed contract stormwater system cleaning services for the city in years 2005 and 2006.

This contract is a one year base contract (2010) with the possibility of two, one year renewals, at the City’s option, at a simple Seattle CPI-U increase in the contracts’ unit bid prices.

Financial Impact:

\$110,000 is included in the Surface Water Management Maintenance Program budget in the recently adopted 2010 adjusted budget for storm sewer system cleaning services. The total contract “not to exceed” amount is \$100,000.00, \$10,000.00 under the budgeted amount. With execution of this contract, the cost of storm sewer system cleaning services in 2010 will be \$87,501.45 with a \$12,498.55 management reserve to be used for additional storm sewer cleaning services that may be needed during the year. This management reserve amount may only be expended by written authorization of the city.

Recommended Motion:

Move to authorize the City Manager to execute and manage the contract with Bravo Environmental NW, Inc. for Storm Sewer System Cleaning Services for 2010 in an amount not to exceed \$100,000.00, including a management reserve amount of \$12,498.55.



**SMALL WORKS ROSTER
PUBLIC WORKS SERVICE CONTRACT**

Between: City of Sammamish and Bravo Environmental NW Inc.
Project: 2010 storm water system cleaning
Commencing: January 1, 2010
Terminating: December 31, 2010
Amount: \$100,000
\$87,501.45 as bid plus an additional \$12,498.55 management reserve to be used only upon written authorization by the city.

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for Storm Water cleaning and

WHEREAS, pursuant to the invitation of the City, extended through the City of Sammamish Public Works Small Works Roster, the Contractor did file with the City a proposal containing an offer; and

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

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

1. Scope of Work to be Accomplished. The Contractor shall perform those services described in Exhibit "A" of this agreement. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract, unless otherwise specified in the attached plans and specifications. The Contractor shall perform all work in accordance with all applicable laws, rules and regulations including, but not limited to WAC 296-24-960 and WAC 296-45-455.

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

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

The Contractor shall submit invoices for work performed using the form set forth in Exhibit “B”. The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set forth in Exhibit “D” for a sum not to exceed \$100,000 (\$87,501.45 as bid plus an additional \$12,498.55 management reserve to be used only upon written authorization by the city).

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

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

5. Warranties/Guaranty.

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

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

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

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

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

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

(XCU) if applicable; and employer's liability; and

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

8. Performance Bond/Statutory Retainage/Prevailing Wages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Entire Contract/Binding Effect. This contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

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

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

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

TO CITY:

Department of Public Works
Project Manager
City of Sammamish

801 228th Avenue SE

Sammamish, WA 98075

Phone: (425) 295-0500

TO CONTRACTOR:

Contractor: Bravo Environmental NW Inc

Contact Name: Al Schumacher

Street Address: 6705 NE 175th St

City, State, Zip: Kenmore, WA 98028

Phone:

Contact email: bob@bravoenvironmental.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR, WASHINGTON

By:  _____

Title: President

Date: 12/9/09

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

Contractor will perform the following:

1. Contractor will supply all necessary labor, material, and equipment to perform the work described herein. Contractor will follow a systematic route, cleaning all Type 1 and Type 2 catch basins within the identified area. There are approximately 4200 type 1 and 2 catch basins within the areas show on Project Map. Zone 3 and 4 will be cleaned in the 1st year. Zones 1 and 2 will be cleaned in the 2nd year if the contract is renewed. East Lake Sammamish Parkway catch basins will be cleaned every year. The unit quantities shown in the bid submittal sheet are estimates and are stated only for bid comparison purposes. The City does not warrant that the actual quantities of work will correspond with those estimates. The city reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.
2. Contractor will log, on a road map approved by the Project Manager, the location of Type 1 & 2 catch basins that have been cleaned and indicate the direction of storm water flow into or from each catch basin. The Contractor shall also identify the size and direction of flow for all pipes leading into or out of each catch basin cleaned. Contractor will prepare a map in electronic format identifying the location of each catch basin. Log will be submitted monthly with request for payment.
3. Once a catch basin is cleaned, contractor will mark the grate with permanent white paint in a manner directed by the Project Manager.
4. Before leaving each catch basin location, the contractor will clean all catch basin grates and/or lids with high-pressure water.
5. Contractor will transfer decant to a Metro approved decant station only. No decant will be pumped or drained back into the catch basin or storm system. No decant will be pumped or drained into the sanitary sewer system.
6. The city requires that the contractor respond to storm drainage related emergencies within ONE HOUR 24 hours a day 365 days a year. This includes but is not limited to vactoring, TV'ing, and jetting services.
7. All work shall be in strict accordance with the WSDOT Standard Specifications 2006 Cleaning existing Drainage Structures, 7-07, and applicable technical sections, as amended herein or as noted on the drawings. In the event of a conflict between the contract documents and the Standard Specifications, the more stringent requirement shall apply.
8. The contractor may be asked to perform any of the schedule items A thru H with 24 hours notice.

9. **SCHEDULE A: Type 1 & Type 2 Catch Basins**

Item No.	ITEMS OF WORK	Bid Quantity	Units	Unit Prices		Amount	
				Dollars	Cts	Dollars	Cts
1	Type 1 & 2 Catch Basins	4200	Each	\$32	10	\$67,410	00
2	The City may require services such as but not limited to items A – G listed in Schedule B.	1	Lump Sum	\$12,500		\$12,500	
6	WA State Sales Tax @ 9.5%					\$7,591	45

SCHEDULE A TOTAL: \$87,501.45

10. **HOURLY RATES FOR LUMP SUM MINOR CHANGES ON SCHEDULE A**

Item No	Item Description	Bid Quantity	Bid Unit	Total Amount
A	Cleaning all Type I and Type 2 catch basins and removal of all associated debris	1	Per Hour	\$185.00
B	Pipe jetting	1	Per Hour	\$145.00
C	Potholing	1	Per Hour	\$145.00
D	Root Cutting	1	Per Hour	\$145.00
E	TV-pipe inspection	1	Per Hour	\$145.00
F	Pipe and catch basin locating	1	Per Hour	\$145.00
G	Accident spill clean-up with a 45 minute response time	1	Per Hour	\$175.00
H	Emergency response to storm system related emergency, pipe jetting and vactoring. One hour response time, 24 hours a day 365days a week.	1	Per hour	\$185.00

GENERAL AND SPECIAL CONDITIONS

General and Special Conditions are additions to, or revisions of, the City's standard Small Works Roster contract. In the event of a conflict between the contract documents and the and the General and Special Conditions, the more stringent requirements shall apply.

All work shall be in strict accordance with the 2004 Washington Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, including cleaning existing Drainage Structures, 7-07, and applicable technical sections, as amended herein or as noted on the drawings.

SC-01 **Permits and Licenses**

Street use permits will be obtained from the City. It is the responsibility of the Contractor to submit 2 copies of a typical traffic control plan for this project.

SC-02 **Project Safety**

Contractor agrees that in performing the work contained within the Contract, that it will meet all regulations in safety as required by WISHA. Contractor further agrees that it will bring to the attention of the City all conditions on the job site or contained within the specifications, which appear to be in violation of the provisions of said Act. Contractor further agrees that it will include within all subcontracts or contracts of purchase of materials, provisions requiring said supplier or subcontractors to meet WISHA standards. All materials, components, bidders design elements of said contract will be reviewed and an affirmative determination made by the Contractor that they meet the requirements of WISHA.

SC-03 **Hazardous Chemical Inventory**

The Contractor shall comply with the requirements of the HAZARD COMMUNICATION STANDARD, Washington Administrative Code 296-62-054 through 05425 and shall be required to inform the City of all hazardous substances which are to be used on the City property and to which other personnel may be exposed under normal conditions of use or association or foreseeable emergency (Statutory authority RCW 49.17.040 and 49.17.050). All such substances contemplated for use by a party to the Contract shall be communicated in writing to Glenn Akramoff, Maintenance Manager, no later than five (5) days before work is to begin. Such writing shall identify the substance(s) by their common trade or generic chemical names whether they are present singly or in combination with other substances and the quantities to be used. The City may request written information from the Contractor about the substance(s), usually in the form of a Material Safety Data Sheet (MSDS) for which the City does not have any previous information. Nothing in this section shall be construed so as to relieve the Contractor of liability for the use, transport, storage or application of a hazardous substance. The City shall provide the Contractor, upon its request, a current listing of substances known to be present on the City property for the work site concerned and to which the Contractor's employees may reasonably be exposed. The City assumes no liability for any effects of such exposure.

SC-04 **Traffic Control Plan**

All work will be performed during the hours of 7:30 AM to 5:00 PM Monday through Friday. These hours are further restricted to 9:00 AM to 3 PM on streets that require lane closure. No total road closures will be allowed, at a minimum alternating one-way traffic is required between 9 am & 3 pm. All traffic control including but not limited to provision of flaggers, cones, and warning signs are the responsibility of the contractor. The plan will include an overall estimate of work completion time and advance notification to the City of Sammamish Maintenance at (425) 837-4633, and Metro/King County Bus operations, of each day's lane closures and approximate times.



REQUEST FOR CONTRACT PAYMENT

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

Invoice Number _____ Date of Invoice _____

Contractor _____

Specific Program / Budget Code _____

PLEASE ISSUE PAYMENTS FOR THIS CONTRACTOR ON SEPARATE CHECKS

Reporting Period: _____

Total Contact Amount: \$ _____

Previous Payments: \$ _____

CURRENT PAYMENT REQUEST: \$ _____

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

Remaining Balance \$ _____

Project Engineer _____ Date _____

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

Requesting Department _____ Date _____

Approved for Payment _____ Date _____
Department Director

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 27-0517146

Social Security No.: _____

Print Name: Alan R. Schumacher

Title: President

Business Name: Bravo Environmental NW Inc

Business Address: 6709 NE 175th St, Kenmore, WA 98028

Business Phone: 425-424-9000

12/9/09
Date


Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND

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

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

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

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

WITNESS our hand the _____ day of _____ 20 ____

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

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



CITY COUNCIL AGENDA BILL

Subject:
Contract for Prosecution Services 2010

Meeting Date: December 15, 2006

Date Submitted: December 10, 2009

Originating Department: Administrative Services

Action Required:
Approval of Contract

Clearances:

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

Exhibits:
1. Contract for Prosecution Services 2009-2010

Budgeted Amount: 2010 \$100,000

Summary Statement:

This is a contract for Prosecution Services in 2010.

Background:

Prosecution Services will be provided by the Law Firm of Lynn Moberly.

Financial Impact:

Despite the fact the City's court case load is increasing, the Law Firm of Lynn Moberly voluntarily reduced their fee for prosecution services from \$90,000 in 2009 to \$87,000 in 2010.

Recommended Motion:

Move to approve the contract for Prosecution Services

**CITY OF SAMMAMISH
CONTRACT FOR PROSECUTION SERVICES**

The City of Sammamish, Washington, (hereinafter the “City”) and the Law Firm of Lynn Moberly, (hereinafter the “Law Firm”) agree as follows:

I. LEGAL SERVICES

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

II. COMPENSATION

A. The Law Firm shall be compensated for services provided to the City at a monthly rate of \$7,250.00 which includes all administrative costs associated with prosecution including paralegal time, postage, faxes, copies and legal messenger. The City will not be billed for any mileage or driving time. (This flat fee is based upon the past years case filings and anticipated attorney and paralegal work hours.) Appeals to the Court of Appeals or the Supreme Court will be billed at an hourly rate of \$100.00 an hour. Code compliance work will also be billed at the same hourly rate.

B. The Law firm’s services (under section IIA above).include: Prosecutor presence at pre-trial hearings, motion hearings, bench trials, jury trials and Sammamish Police Department training as needed as well as criminal appeals to the King County Superior Court.

C. If the Municipal Court Judge appoints “conflict” prosecution counsel in accordance with the Washington State Rules of Professional Conduct, the City will be responsible to pay the appointed conflict counsel for such services. The Law firm shall take reasonable steps to avoid conflicts or potential conflicts with representation of the City.

D. The Law Firm shall be paid the monthly fee of \$ 7,250. on or before the 10th of the month for the prior month, without the need for

invoicing. Invoices for applicable appeals and code work will be billed within 60 days of the work being completed and the City agrees to pay the invoice within 30 days, unless disputed.

III. TERM

- A.** The Term of this agreement shall be for a period of two years, commencing January 1 2009 with levels of compensation outlined herein effective January 1, 2010. This agreement shall automatically renew for each additional year, unless either party notifies the other of its intent not to renew the agreement as written at least 30 days before the end of the year.
- B.** Either Party may terminate this agreement at any time, with or without cause, upon sixty days written notice.
- C.** The Law firm will maintain office hours to prepare cases for court, communicate with victims and lay witnesses, communicate with police officers, communicate with defense counsel, and be available for police consultation.

IV. PROFESSIONAL REQUIREMENTS

- A.** The attorneys of the Law Firm shall be licensed to practice law in the State of Washington and shall remain in good standing with the Washington State Bar Association throughout the length of this contract.
- B.** The Law Firm will keep current on all legal issues and legislation relevant to criminal prosecution. The members of the Law Firm will attend continuing legal education courses emphasizing matters relevant to criminal prosecution, specifically including domestic violence and DUI issues.

V. OWNERSHIP OF WORK PRODUCT

- A.** All information, records, files, and court documents produced under this Agreement shall belong to the City.

VI. NONDISCRIMINATION

The law Firm, in all hiring or employment, shall not discriminate against any employee or applicant for employment based on sex, race, age, color, creed, national origin, marital status or the presence

of any sensory, mental or physical handicap unless based upon a bona fide occupational qualification.

VII. INDEMNIFICATION

The Law Firm agrees to indemnify, defend, and hold harmless the City and its Officers, from any claim against the City arising out of the subject matter of this agreement alleging damage or injury arising out of the subject matter of this agreement; provided, however, that such provision shall not apply to the extent that damage or injury results from the fault of the city or its officers, agents, or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015

VII. LIABILITY INSURANCE

The Law firm shall, at its own expense, maintain professional liability insurance in the amount of 1,000,000.00 per occurrence

VIII. INDEPENDENT CONTRACTOR

The Law Firm shall at all times perform its duties and responsibilities and carry out all responsibilities under this Agreement as an independent contractor and shall not be entitled to any benefits except as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates written below:

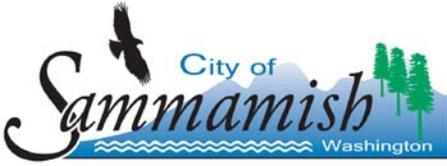
THE LAW FIRM:

CITY OF SAMMAMISH

By: _____
Lynn Moberly, Managing Attorney

By: _____

Date: _____



CITY COUNCIL AGENDA BILL

Subject:

Contract for Custodial Services at City Hall, Beaver Lake Maintenance Shop, and the Public Works Maintenance (Lamb House)

Meeting Date: December 15, 2009

Date Submitted: December 9, 2009

Originating Department: Administrative Services

Action Required:

Approval of Contract

Clearances:

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

Exhibits:

1. Contract with Advantage Building Services

Budgeted Amount: \$70,000

Summary Statement:

This is a contract for Custodial Services at City Hall, Beaver Lake Maintenance Shop, and Public Works Maintenance (Lamb House).

Background:

Through a publicly advertised Request for Proposals process Advantage Building Services, the low bidder, was awarded the contract for January 1, 2009 – December 31, 2009. The 2009 contract included a provision allowing for the contract to be renewed for two (2) additional one-year terms. 2010 is the first of those one-year terms.

Financial Impact:

\$65,015

Recommended Motion:

Move to approve the contract with Advantage Building Services for an amount not to exceed \$65,015.



PUBLIC WORKS CONTRACT

Between: Advantage Building Services
Project: Custodial Services for City Hall, Beaver Lake Maintenance Shop, and The
Public Works Maintenance (Lamb House)
Commencing: January 1, 2010
Terminating: December 31, 2010
Amount: \$65,015

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for Custodial Services for City Offices and Buildings and

WHEREAS, pursuant to the invitation of the City, extended through public advertisement, the Contractor did file with the City a proposal containing an offer; and

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

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

1. Scope of Work to be Accomplished. The Contractor shall perform those services described in Exhibit "A" of this contract. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract, unless otherwise specified in the attached plans and specifications. The Contractor shall perform all work in accordance with all applicable laws, rules, and regulations.

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

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

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor a sum not to exceed \$65,015.00 for the actual work completed, as identified in the scope of work, for City Hall, Beaver Lake Maintenance Shop, and Public Works Maintenance Building (Lamb House).

The Contractor shall complete and return to the City Exhibit "C", Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Contractor for services rendered within ten (10) days after City Council approval.

4. Warranties/Guaranty.

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

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

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

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

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

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

7. Prevailing Wages.

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

must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid" before the funds retained under subsection 8.2 of this contract are released from the Contractor.

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

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

10. Termination. This Contract shall be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon notification of intent to terminate this contract in writing 30 day prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

The Contract will be in effect from January 1, 2009 through December 31, 2009. The contract may be renewed for two (2) additional one-year terms if both parties agree in writing. If both parties can not agree to any terms or conditions, the contract will be re-bid. By submitting a proposal, the contractor agrees that at renewal dates, cost of service will not be adjusted beyond the Seattle Consumer Price Index-Urban (CPI-U) rate for the preceding year. This provision does not guarantee renewal to the contractor, nor does it prevent the contractor from agreeing to renew at a lower adjustment.

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

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

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

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

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

15. Entire Contract/Binding Effect. This contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

16. Modification. No modification of this contract shall be of any force or effect, unless in writing signed by the parties.

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

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

TO CITY:

City of Sammamish
Contact Name: Mike Sauerwein
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0510

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

TO CONTRACTOR:

Contractor: Advantage Building Services.
Contact Name: Bogdan Pankevich
Address: 632 107th PL SE
Everett, WA 98208
Phone: (425) 355-9284

CONTRACTOR, WASHINGTON

By: _____

Title: _____

Date: _____

Approved as to Form:

City Attorney

Exhibit “A”

Scope of Work

City of Sammamish
Custodial Services for City Buildings

Section I: Specifications and Work Calendar. Locations consist of **Beaver Lake Park Maintenance Shop** 25005 SE 24th Street, and the **Public Works Maintenance Building (Lamb House)** 2004 228th Avenue.

Specifications

1. RESTROOMS

One time per week cleaning services one weekend night

- Empty waste cans and replace plastic liners as necessary
- Refill all soap dispensers from City’s inventory.
- Clean and disinfect all toilets, urinals and sinks.
- Wash and dry stainless steel fittings and other bright work.
- Clean mirrors.
- Sweep and wet mop vinyl floors with germicide solution.
- Report any fixture, dispenser malfunction or non-functioning lights to City

2. OFFICE AREA

One time per week cleaning services one weekend night

- Sweep and wet mop vinyl floor in kitchen area with germicide solution.
- Empty recycle and waste cans and replace plastic liners as necessary (city supplies recycle bins and waste dumpster outside of facilities)
- Replace paper towels, seat protectors and toilet paper as needed

One time per week cleaning services one weekend night

- Vacuum carpeted floors-Contractor will not have to move objects within individual workspaces to accomplish this task.

Section II: Specifications and Work Calendar. Location consists of the **City Hall** 801 228th Ave SE

Specifications

1. RESTROOMS – Garage, First Floor, and Second Floor

Six times per week cleaning services (after hours Sunday – Friday Nights. No service on Saturday Night.)

- Empty waste cans and replace plastic liners as necessary

- Refill all soap dispensers from City's inventory.
- Clean and disinfect all toilets, urinals, shower stalls and sinks.
- Wash and dry stainless steel fittings and other bright work.
- Clean mirrors, counter tops and all other horizontal surfaces.
- Clean any debris from interior ceiling of restrooms.
- Sweep and wet mop all tile and vinyl floors with provided germicidal solution.
- Clean all light fixtures and vents.
- Report any fixture, dispenser malfunction or non-functioning lights to the City
- Replace paper towels, seat protectors and toilet paper as needed
- Wipe down walls, stalls, partitions, shower stalls, doors, door jambs, and trash containers exteriors with disinfectant solution.

2. KITCHEN AREA – First Floor

Six times per week cleaning services (after hours Sunday – Friday Nights. No service on Saturday Night.)

- Sweep and wet mop vinyl floor in kitchen area with germicide solution.
- Clean and disinfect sinks.
- Wash and dry stainless steel fittings and other bright work.
- Clean counter tops and all other horizontal surfaces (table tops, stove top).
- Spot clean cupboard doors as necessary.
- Empty recycle and waste cans and replace plastic liners as necessary (city supplies recycle bins and waste dumpster outside of facilities).

3. OFFICE, PUBLIC AREAS, STAIRWAYS - First Floor, Second Floor, and all Stairways

Six times per week cleaning services (after hours Sunday – Friday Nights. No service on Saturday Night.)

- Sweep and wet mop tile and cement floors, including stairways, with provided germicidal cleaning solution.
- Empty recycle and waste cans and replace plastic liners as necessary (city supplies recycle bins and waste dumpsters outside of facility – waste and recycled materials shall be disposed of separately)
- Vacuum all carpeted floors.
- Dust and spot cleaning to include counters, office furniture, horizontal surfaces, doors and glass panels (interior and exterior), light fixtures, wall vents and ceiling vents.
- Wipe clean with provided disinfectant all drinking fountains.

Four times per year

- Clean all windows inside and out. Provide notice to the City at least one week prior to providing this service.
- Shampoo all carpets. Provide notice to the City at least one week prior to providing this service.
- Clean basement garage floors. Provide notice to the City at least one week prior to providing this service.
- Machine scrub and recoat 1st floor employee lunchroom floors

- Machine scrub and recoat 1st floor mailroom floors
- Machine scrub and rinse ceramic tile restroom floors

Annually

- Machine scrub lobby ceramic tile floors

Note #1: This is a LEED certified facility therefore the City shall supply all cleaning agents required for cleaning. The contractor shall not use any cleaning agent other than those provided by the City without authorization.

NOTE # 2: The City shall supply all dispensable items to be refilled by contractor.

EXHIBIT B
City of Sammamish
REQUEST FOR CONTRACT PAYMENT

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

Invoice Number _____ Date of Invoice _____

Specific Program or Budget Code _____

Contract Period _____ Verified By _____ Date _____

Reporting Period _____

Total Contract Amount \$ _____

Previous Payments \$ _____

Current Payment Request \$ _____

REMAINING BALANCE \$ _____

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

Requesting Department _____ Date _____

Approved for Payment _____
Department Director

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

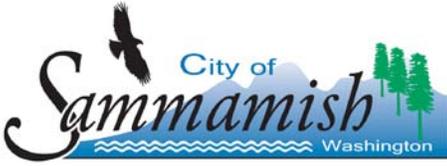
Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



CITY COUNCIL AGENDA BILL

Subject:

Amendment to the city's existing contract for on-call professional engineering for drainage related engineering, review and code enforcement assistance.

Meeting Date: December 15, 2009

Date Submitted: December 9, 2009

Originating Department: Public Works

Clearances:

Action Required:

Authorize the City Manager to execute a contract amendment, in an amount not to exceed \$20,000, for existing Contract #C2008-159 with J3 Mecum Engineering Incorporated (J3ME) for on-call drainage related professional engineering services

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. Supplemental Agreement #2, Contract #C2008-159, signed by Consultant

Budgeted Amount: The recently adopted adjusted 2010 budget includes \$10,000 in both the General Fund and Stormwater Fund engineering services budget line items (for a total funding amount of \$20,000) to cover expenses to be incurred under this contract amendment.

Summary Statement:

In September of 2008, the City Council authorized the City Manager to enter into an "on-call" contract with J3 Mecum Engineering Inc. (J3ME) to provide assistance to the Public Works Department and the Code Enforcement Officer for drainage related engineering assistance, analysis and review. The requested action would continue this assistance through the year 2010. Public Works is asking the Council to authorize the City Manager to sign a contract amendment in an amount not to exceed \$20,000 with J3ME for continued work under this existing contract.

Background:

During 2010, the City's Senior Stormwater Program Engineer will be addressing a number of large stormwater program issues such as: the NPDES Phase 2 program compliance, Inglewood and Thompson drainage basin planning, the Town Center drainage master plan, adoption of a new stormwater drainage manual, the Lake Sammamish Ordinary High Water Mark study and a stormwater rate analysis. In order to free up time to complete the larger projects, Public Works is proposing to hire a consultant to assist in some of the more "technical" aspects of our storm drainage program such as building permit site plan reviews, drainage related code enforcement cases, resolution of small drainage flooding issues, etc.

This request is to continue using the services of the consulting engineering firm of J3ME to provide these services to the city on an on-call, as needed basis. The city has an existing contract with J3ME under which J3ME has been providing these on-call services to the city since September 2008. The requested action would extend this existing contract with J3ME through December 2010. Under this contract extension, J3ME would complete drainage related assignments currently in process as well as provide new services to the city on an on-call basis for the 2010 budget year.

Financial Impact:

The recently adopted 2010 adjusted budget includes funding for the on-call work to be performed for the city under extension of this existing consultant contract. In the case of on-call services related to development review, the costs of the consultant's review will be paid for by the permit applicant through payment of their permit fees. The requested contract amendment amount is not to exceed \$20,000 which is the amount contained in the adopted, adjusted 2010 budget for payment of these services. It is expected that about 50% (\$10,000) of this expenditure will be recovered through permit fees paid by permit applicants.

Recommended Motion:

Move to authorize the City Manager to execute Supplemental Amendment #2, in an amount not to exceed \$20,000, to existing contract #C2008-159 with J3 Mecum Engineering, Incorporated (J3ME), to provide drainage related professional engineering services to the city on an on-call, as needed basis.



SUPPLEMENTAL AGREEMENT

Amendment Number: 2	Date: December 8, 2009
Project: On-Call Drainage Engineering Assistance	City Project number: N/A
Consultant: J3 Mecum Engineering, Inc.	Contract Number: C2008-159

The City of Sammamish desires to amend the above referenced contract agreement with J3 Mecum Engineering for on-call drainage engineering services. All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to this agreement are described as follows:

- Extend the contract completion date from December 31, 2009 to December 31, 2010;
- Increase the contract "not to exceed" amount by \$20,000, from its original amount of \$30,000 to a current amount of \$50,000;
- Include assistance with drainage related code enforcement cases in the contract "scope of work".

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

Original Contract Amount:	Current Contract Amount	Estimated Net Change This Amendment	Estimated Contract Total After Change
\$ 30,000	\$ 30,000	\$ 20,000	\$ 50,000
<i>Nicole Mecum</i> J3 Mecum Engineering		Approved: _____ City of Sammamish	
12/8/09 Date		_____ Date	



CITY COUNCIL AGENDA BILL

Subject:

Public Hearing and first reading of a proposed ordinance accepting the Ravenhill (Marivaux) Subdivision 60% petition to the City of Sammamish.

Meeting Date: December 15, 2009

Date Submitted: December 9, 2009

Originating Department: Community Development

Clearances:
Action Required:

- Open Public Hearing and continue to Jan. 5th, 2010
- 1st Reading Only, no action

 City Manager
 Police
 Public Works
 Fire
 Building/Planning
 Attorney
Exhibits:

1. Proposed Ordinance
2. Annexation Map
3. Legal Description
4. 60% Petition

Budgeted Amount: N/A

Summary Statement:

This ordinance accepts the Ravenhill (Marivaux) subdivision 60% petition and authorizes City Manager, and/or his designees to prepare and submit a Notice of Intention to annex the area into Sammamish to the King County Boundary Review Board.

Background:

Under state law, parties may initiate an annexation of property into the City by submitting a letter signed by the owners of 10% of the assessed value of property within the annexation area. In October 2009 the City received a 10% petition from owners of property within the Ravenhill (Marivaux) subdivision.

At its October 20, 2009 regular meeting the City Council adopted Resolution No. R2009-389 that accepted the 10 percent petition and authorized the initiating parties to circulate an annexation petition seeking the signatures of the owners of 60% of the assessed valuation of property within the proposed annexation area. Petition signers also consented to the pro-rata share of existing city indebtedness, if any.

The Ravenhill (Marivaux) subdivision submitted a 60% petition on October 26, 2009, and the King County Assessor confirmed that the signatures were owners of property located within the Ravenhill annexation area. State law calls for the City Council to hold a public hearing on a 60% accepting the petition and, if the annexation is approved, to thereafter adopt an ordinance annexing the area.

Financial Impact:

Financial effects associated with the proposed annexation were presented to the Council during a study session on November 10, 2009. The annexation is currently projected to have a small negative financial effect (projected revenues would not quite cover projected costs due to the effect of the fire station funding model from Eastside Fire and Rescue). The annexation is projected to have a positive effect for landowners in the annexed area (property taxes are projected to be lower for the typical parcel).

Recommended Motion:

1. Open the public hearing; take testimony and continue the public hearing.
2. 1st Reading only, no action. (2nd Reading and action scheduled for January 5, 2010)

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. ____**

AN ORDINANCE OF THE CITY OF SAMMAMISH ANNEXING RAVENHILL (MARIVAUX) SUBDIVISION EFFECTIVE MARCH 12, 2009.

WHEREAS, RCW 35A.14.120 provides that “proceedings for initiating annexation of unincorporated territory to a charter code city or non-charter code city may be commenced by the filing of a petition of property owners of the territory proposed to be annexed,” but that “prior to the circulation of a petition for annexation, the initiating party or parties, who shall be the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, shall notify the legislative body of the code city in writing of their intention to commence annexation proceedings;” and

WHEREAS, the Ravenhill (Marivaux) subdivision area is contiguous and located in unincorporated King County directly north of East Main Drive on NE 4th Place in a Potential Annexation Area (PAA) adopted by the City Council in 2006 and 2007; and

WHEREAS, on April 21, 2008 the City Council adopted Ordinances 2008-0228 and –0229, which adopted contingent zoning and comprehensive plan land use designations for such PAAs to be effective upon their annexation; and

WHEREAS, on September 24, 2009, residents of the Ravenhill Subdivision notified the city of their intent to commence annexation proceedings, by submitting a letter with the signatures of the owners of not less than ten percent in value of the proposed annexation area; and

WHEREAS, on October 20, 2009 as part of the regular City Council meeting the City Council accepted resolution R2009-389 that accepted the 10 percent annexation petition and authorized the initiating parties to circulate an annexation petition seeking the signatures of the owners of 60% of the assessed valuation of property within the annexation area; and

WHEREAS, on October 26, 2009 a petition was submitted to the City of Sammamish seeking acceptance of the 60 percent annexation petition of the Ravenhill (Marivaux) Subdivision; and

WHEREAS, the City Council approved ordinance O2010-XXX; accepting the 60 percent annexation petition and authorizing the City Manager, and/or his designees to prepare and submit a Notice of Intention to annex to the King County Boundary Review Board and requiring petition signers consent to the assumption of the modified annexation area’s pro-rate share of existing city indebtedness, if any; and

WHEREAS, pursuant to RCW 35A.01.040 (9), the petition was forwarded to the King County Assessor for a determination as to the sufficiency of signatures thereon; and

WHEREAS, on October 27, 2009 the King County Assessor determined that the petition contains the signatures of the owners of 60% of the assessed valuation of property located within the proposed Ravenhill (Marivaux) Subdivision, and so notified the City of Sammamish of that determination in writing; and

WHEREAS, on December 15, 2009 and January 5, 2010 the Sammamish City Council held a public hearings following publication of notice thereof as provided in RCW 35A.14.130; and

WHEREAS on February 11, 2010 the Washington State Boundary Review Board for King County considered and approved the Ravenhill annexation; and

WHEREAS, the Sammamish City Council desires to annex the area described and shown in the petition;

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

Section 1. Annexation. The City of Sammamish hereby annexes Ravenhill (Marivaux) Subdivision, which is legally described in Exhibit A and depicted on the map in Exhibit B, which exhibits are attached hereto and incorporated herein by reference.

Section 2. Conditions Upon Annexation.

A. Comprehensive Plan and zoning designations. All properties within the Ravenhill (Marivaux) Subdivision shall be subject to the Comprehensive Plan and zoning designations set forth in City of Sammamish Ordinance Nos. 2008-0228 and 2008-0229.

B. Assumption of Existing Indebtedness. All property within the Ravenhill (Marivaux) Subdivision shall be assessed and taxed at the same rate and on the same basis as the property in the City of Sammamish is assessed and taxed to pay for the portion of outstanding city indebtedness, if any, which indebtedness has been approved by the voters, contracted for, or incurred prior to, or existing at, the effective date of the annexation in Section 1 of this Ordinance.

Section 3. Effective Date. This ordinance shall be effective on March 12, 2010.

Section 4. Certification of Ordinance to King County. Pursuant to RCW 35A.14.140, upon passage the City Clerk is directed to file a certified copy of this Ordinance with the King County Council.

Section 5. 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.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2010

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

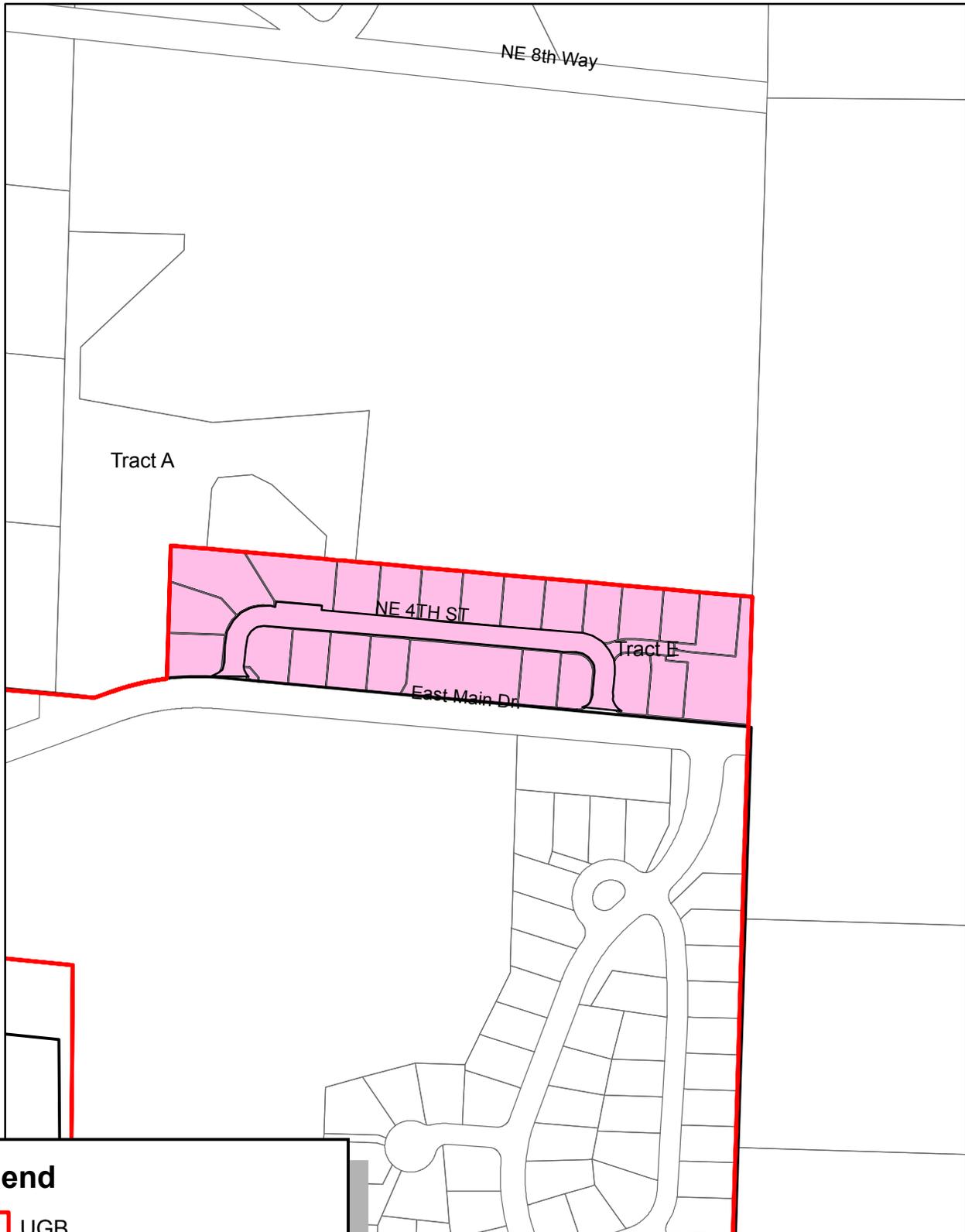
Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: December 1, 2009
Public Hearing: December 15, 2009
First Reading: December 15, 2009
Public Hearing:
Passed by the City Council:
Publication Date:
Effective Date:

Ravenhill Proposed Annexation



Legend

-  UGB
-  City Limits
-  Area Proposed to be Annexed

EXHIBIT 'A'

RAVENHILL ANNEXATION
LEGAL DESCRIPTION

Lots 1-21, Tracts B, C, D, E, G, and J and NE 4th Place of Ravenhill, according to the Plat recorded in Volume 198 of Plats, pages 72-77, records of King County, Washington and all lying within the Northeast quarter, of the Northeast quarter, of Section 35, Township 25 North, Range 6 East, of the Willamette Meridian described as follows:

BEGINNING at the intersection of the East line of said Section 35 and the Northerly right-of-way of East Main Drive, and the Southeast corner of said Tract 'B' THENCE North 01°42'31" East 248.42 feet, along said East line, to the Northeast corner of said Tract 'B'; THENCE North 84°56'55" West 1131.92 feet, along the Northerly line of said Tract 'B', Lots 3-12, Tract 'C' and 'G', and Lot 13, to the Northwest corner of said Lot 13; THENCE South 01°42'31" West 258.99 feet, along the West line of Lots 13-15, to the Southwest corner of said Lot 15 and the Northerly right-of-way of said East Main Drive, to the beginning of a non-tangent curve to the right, the central point of which bears South 06°51'20" East and having a radius of 490.00 feet; THENCE Easterly, along the Northerly line of said right-of-way and the Southerly line of said Lot 15 and NE 4th Place, an arc distance of 101.83 feet and through a central angle of 11°54'25"; THENCE South 84°56'55" East 1030.21 feet, along said Northerly right-of-way and the Southerly line of NE 4th Place, Tract 'J', Lots 16-19, Tract 'D', Lots 20-21, NE 4th Place, Lots 1-2, and Tract 'B', to the Southeast corner of said Tract 'B' and the POINT OF BEGINNING and containing 6.45 acres, more or less.

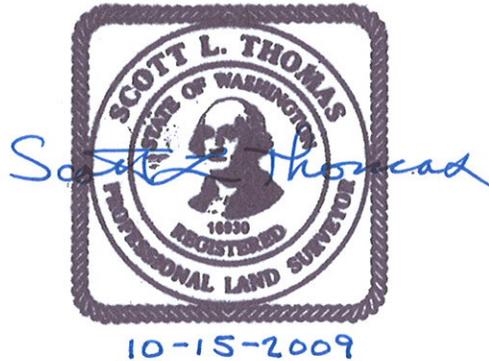
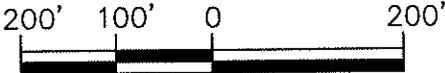
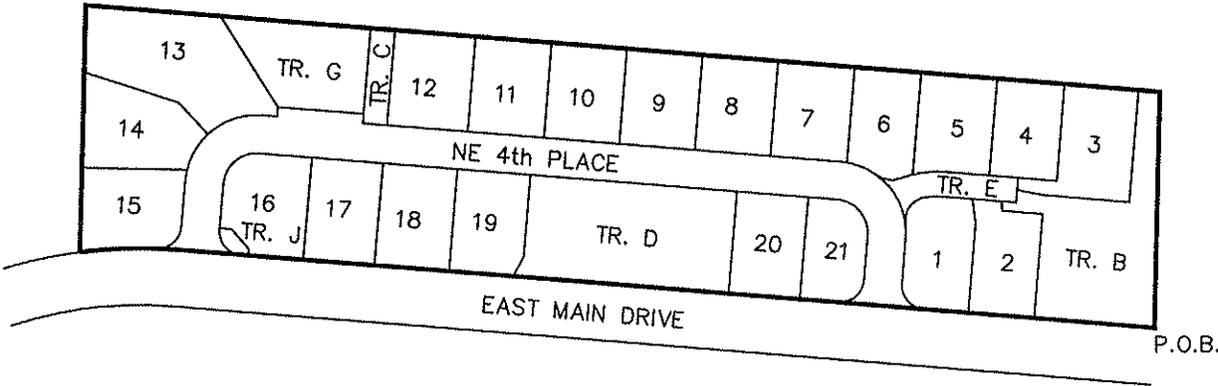


EXHIBIT 'B'



SCALE: 1" = 200'

CITY OF SAMMAMISH
RAVENHILL PROPOSED ANNEXATION
EXHIBIT 'B'

RECEIVED BY PERMIT CENTER

OCT 26 2009



CITY OF SAMMAMISH

PETITION FORM FOR PROPERTY OWNERS

Annexation Name: Ravenhill (Marivaux) Subdivision

Instructions

1. All signatures on this petition must be the person's true name.
2. Do not sign more than one of these petitions.
3. Signatures must be in blue or black ink.
4. Only property owners (as shown by county records) may sign.
5. If a property is owned by a couple, only one spouse needs to sign but both may sign. Mortgage lenders do not need to sign. If the property is owned by more than one person who are not spouses, all co-owners should sign unless the owners have designated one person to sign for them. A copy of the written designation, permitting one owner to sign on behalf of multiple owners, should be attached to the petition.
6. Where real estate contracts are involved, only the purchaser needs to sign as long as the contract is recorded with the county; otherwise, only the contract seller is authorized to sign.
7. If a property is owned by a corporation, only a corporate officer who is explicitly authorized by the bylaws to execute deeds or encumbrances on behalf of the corporation can sign.
8. If you own multiple parcels of property within the proposed annexation area you only need to sign once.

Declaration

I/We, the undersigned property owners, by our signatures do petition the City of Sammamish to annex an area of unincorporated King County, lying contiguous to the City of Sammamish, and referred to as the annexation of Raven Hill (Marivaux) Subdivision. This area is indicated on the map attached as Exhibit A and legally described on the attached Exhibit B. Pursuant to the motion passed by the Sammamish City Council on October 6, 2009, the annexation area shall, upon annexation, be subject to its proportionate share of the City's existing indebtedness. The annexation area shall also be subject to Ordinances O2008-228 and O2008-229, which adopted contingent comprehensive plan land use and zoning designations for such PAAs to be effective upon their annexation.

OCT 26 2009

EXCEPT FROM SAMMAMISH CITY COUNCIL MINUTES: Pursuant to RCW 35A.14.120, the following quotation is from the minute entry from the October 6, 2009 Sammamish City Council meeting regarding the zoning and indebtedness requirements pertaining to the proposed annexation area:

After completion of the staff presentation of the annexation proposal, Councilmember Lee Felling moved and Deputy Mayor Jack Barry seconded, that the proposed annexation areas boundaries be established as presented by staff, that the 60% petition for annexation, as set forth in RCW 35A.14.120, be authorized for circulation in the proposed annexation area and that the area, upon annexation, be subject to its proportionate share of the existing indebtedness of the City of Sammamish, and that the area be subject to the zoning requirements for newly annexed areas as set for in the Sammamish Municipal Code. Motion passed by unanimous vote of the Council, 6-0.

WARNING

Every person who signs this petition with any other than his/her true Name, or signs a petition when he/she is otherwise not qualified to sign, or who makes herein any false statement, may be guilty of misdemeanor

NOTE TO SIGNORS: If you own more than one tax parcel within the annexation area, your signature on this petition will constitute your commitment for all property owned by you within the proposed annexation area.

1)
 NAME (Print): STEVEN JOHNSON
 SIGNATURE: *Steven Johnson* DATE: 10/24/2009
 ADDRESS: 25838 NE 4TH PLACE, SAMMAMISH, WA 98074
 PROPERTY DESCRIPTION: LOT 5

(Ten-digit tax lot number or subdivision and lot number)

2)
 NAME (Print): CATHERINE MARAS
 SIGNATURE: *Catherine Maras* DATE: 10/24/2009
 ADDRESS: 25854 NE 4th Place, SAMMAMISH, WA 98074
 PROPERTY DESCRIPTION: LOT 2

(Ten-digit tax lot number or subdivision and lot number)

3)
 NAME (Print): CHARY GOTTUMUKKALA
 SIGNATURE: *Chary* DATE: 10/25/09
 ADDRESS: 25830 NE 4TH PL, SAMMAMISH, WA 98074
 PROPERTY DESCRIPTION: LOT 6

(Ten-digit tax lot number or subdivision and lot number)

4)
 NAME (Print): TRENT BEARDALL
 SIGNATURE: [Signature] DATE: 9/24/09
 ADDRESS: 25829 NE 4th Pl Sammamish WA 98074
 PROPERTY DESCRIPTION: Lot 7
 (Ten-digit tax lot number or subdivision and lot number)

5)
 NAME (Print): MISWANATI VADLAMANI
 SIGNATURE: [Signature] DATE: _____
 ADDRESS: 25733 NE 4th Pl SAMMAMISH WA 98074
 PROPERTY DESCRIPTION: LOT 18
 (Ten-digit tax lot number or subdivision and lot number)

6)
 NAME (Print): VEN-HUNG TSENG
 SIGNATURE: [Signature] DATE: 10/25/2009
 ADDRESS: 25727 NE 4th Pl
 PROPERTY DESCRIPTION: Lot 17
 (Ten-digit tax lot number or subdivision and lot number)

7) NAME (Print): Janet Rasmus
 SIGNATURE: [Signature] DATE: 10/25/09
 ADDRESS: 25721 NE 4th Place, Sammamish, WA 98074
 PROPERTY DESCRIPTION: Lot #16
 (Ten-digit tax lot number or subdivision and lot number)

8)
 NAME (Print): Tom Lester
 SIGNATURE: [Signature] DATE: 10-25-09
 ADDRESS: 25708 NE 4th Place Sammamish, WA 98074
 PROPERTY DESCRIPTION: Lot 15
 (Ten-digit tax lot number or subdivision and lot number)

9)
 NAME (Print): Douglas Wiener
 SIGNATURE: [Signature] DATE: 10/25/2009
 ADDRESS: 25812 NE 4th Pl, Sammamish, WA 98074
 PROPERTY DESCRIPTION: Lot 9
 (Ten-digit tax lot number or subdivision and lot number)

10)
 NAME (Print): Tara Koffman
 SIGNATURE: [Signature] DATE: 10/25/09
 ADDRESS: 25700 NE 4th Pl. Sammamish, WA 98074
 PROPERTY DESCRIPTION: Lot 13
 (Ten-digit tax lot number or subdivision and lot number)

11)
 NAME (Print): Elizabeth Bohan-Leach
 SIGNATURE: [Signature] DATE: 10/25/09
 ADDRESS: 25734 NE 4th Place
 PROPERTY DESCRIPTION: Lot 12
 (Ten-digit tax lot number or subdivision and lot number)

12)

NAME (Print):

SIGNATURE:

DATE:

ADDRESS:

PROPERTY DESCRIPTION:

(Ten-digit tax lot number or subdivision and lot number)

13)

NAME (Print):

SIGNATURE:

DATE:

ADDRESS:

PROPERTY DESCRIPTION:

(Ten-digit tax lot number or subdivision and lot number)

14)

NAME (Print):

SIGNATURE:

DATE:

ADDRESS:

PROPERTY DESCRIPTION:

(Ten-digit tax lot number or subdivision and lot number)

15)

NAME (Print):

SIGNATURE:

DATE:

ADDRESS:

PROPERTY DESCRIPTION:

(Ten-digit tax lot number or subdivision and lot number)

16)

NAME (Print):

SIGNATURE:

DATE:

ADDRESS:

PROPERTY DESCRIPTION:

(Ten-digit tax lot number or subdivision and lot number)

17)

NAME (Print):

SIGNATURE:

DATE:

ADDRESS:

PROPERTY DESCRIPTION:

(Ten-digit tax lot number or subdivision and lot number)

18)

NAME (Print):

SIGNATURE:

DATE:

ADDRESS:

PROPERTY DESCRIPTION:

(Ten-digit tax lot number or subdivision and lot number)

19)

NAME (Print):

SIGNATURE:

DATE:

ADDRESS:

PROPERTY DESCRIPTION:

(Ten-digit tax lot number or subdivision and lot number)



CITY COUNCIL AGENDA BILL

Subject:
Resolution Of The City Of Sammamish, Washington,
Modifying The Procedure For Selection Of The
Mayor

Meeting Date: December 15, 2009

Date Submitted: December 3, 2009

Originating Department: City Manager

Clearances:

Action Required: Adopt resolution

<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

Exhibits:

1. Draft Resolution

Budgeted Amount:

Summary Statement: RCW 35A.13.030 requires that the Mayor of the City Council of a Code City shall be selected upon a biennial basis. Adoption of this resolution will bring the city into compliance with state law, as well as providing continuity in both regional and local governmental relations.

Background: Since incorporation in 1999, the City Council has chosen to elect a new mayor at the beginning of each year. In 2010 the position of Deputy Mayor and Mayor will be vacant, with no incumbent for either position. This is an opportune time to change the Council rules to bring them into compliance with state law.

Financial Impact: None

Recommended Motion: Approve resolution.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2009-__**

A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, MODIFYING THE **PROCEDURE FOR**
SELECTION OF THE MAYOR

WHEREAS, RCW 35A.13.030 provides that biennially, at the first meeting of the new council members, a chair shall be selected from among the members; and

WHEREAS, the chair of the City Council is designated as the Mayor of the City; and

WHEREAS, following incorporation, the first City Council determined that it would be beneficial to select the Mayor on an annual basis rather than biennially; and

WHEREAS, the City celebrated its tenth anniversary this year and, during the years since incorporation, the City Council has established various standards and procedures for conducting business; and

WHEREAS, the City Council desires to bring the process for selection of the Mayor into conformity with State law;

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

Commencing in January 2010, in accordance with RCW 35A.13.030, the Mayor of the City Council shall be selected upon a biennial basis.

**PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF
ON THE _____ DAY OF _____ 2009.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: December 3, 2009
Passed by the City Council:
Resolution No.:



CITY COUNCIL AGENDA BILL

Subject:

Presentation of the Preferred Master Plan for Beaver Lake Park

Meeting Date: December 15, 2009

Date Submitted: December 10, 2009

Originating Department: Parks & Recreation

Clearances:
Action Required:

No formal action is required; however, general consensus is needed to move the plan into SEPA review.

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Master Plan Graphics
2. Recommendation from Parks and Recreation Commission

Budgeted Amount: N/A

Project 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 and approximately 1,900 lineal feet of shoreline on the east side of the park. The westernmost portion of the park includes three baseball fields, an off leash area, a picnic shelter, a play structure and restrooms. These two areas are separated by a forested area in the middle of the park. Over the past few years, incremental improvements have been made at the park on an as needed basis.

The Master Plan is our first attempt to look at potential improvements to this park in a comprehensive manner utilizing a process that involved the entire community. The Preferred Alternative is being presented following nearly a year of public process, development and refinement of a variety of concepts. The Parks and Recreation Commission reviewed the Preferred Alternative on December 9 at their regular meeting and has provided a written recommendation to the City Council (see attached).

It should be noted that funding is included in the 2010 Parks CIP for a Phase I improvement project at Beaver Lake Park. Design of Phase I will commence upon adoption of the Master Plan in the spring of 2010.

Preferred Alternative Master Plan:

Attached are graphics of the Preferred Alternative for the Beaver Lake Park Master Plan, separating the park into three main areas, referred to as the Lakeside, the Westside and the Woods. Sidewalk improvements in the right of way are proposed on both SE 24th street and 244th Avenue SE allowing users to safely arrive at the park.

Lakeside:

The master plan proposes a reconfigured and expanded parking lot that simplifies the drop-off loop and adds approximately 30 more parking spaces. A grass-berm separates the lakeside meadow from the lodge. This solution is proposed to help minimize the conflict between lodge users and general park users. Other improvements proposed along the lakeside include a new restroom facility with showers, and a play area south of the pavilion. A new plaza area is proposed on the south area of the Lodge, in an attempt to better serve our Lodge rental groups.

The design intent at the shoreline is to preserve existing uses while also improving ecological function and formalizing access. A delineated swimming area is proposed, which will provide separation between the swimmers and the fishermen during the swimming months. Other times of the year, beach access will remain open to all.

Additional Staff Recommendation:

Upon completion of the Preferred Alternative, the plan was submitted to staff for a final internal review. We received feedback from the police department and maintenance staff regarding the proposed location of the playground, which is currently shown south of the pavilion. For safety reasons, and to preserve line of site from both the parking lot and the street, the police are recommending the playground be moved to the area north of the swimming beach. Although this area was previously considered as an appropriate location for the playground, the neighbors adjacent to the park did not support this proposal.

Similarly the parks maintenance staff felt that locating the playground south of the pavilion in a woody area would encourage vandalism. They also suggested the structure be moved to the area north of the beach. This recommendation is coming after completion of the public process, but we would like City Council to consider making this change to the plan for the reasons mentioned above.

Westside:

An iconic park feature is proposed at the corner of SE 24th Street and 244th Avenue SE to mark the arrival at the park and to formalize the entry point. The proposed athletic field configuration includes three little league fields (maintaining existing use) and the addition of one multi-use field for soccer, lacrosse and football. The multi-use field will include synthetic turf and lights. The little league fields will remain natural turf, with the possibility of installing synthetic turf on the infields for maintenance purposes only. The little league fields will not be lit. The plan also includes a sports plaza with restrooms, a

picnic shelter, and a play area. Expansion of the parking lot is proposed, and will create approximately 25-additional parking spaces. Parallel parking along 244th Avenue SE, in the right of way, will also be explored as part of the street improvements.

The off-leash area is to remain with an extension to the parking area; a community garden with a small parking area is proposed under the power lines off of SE 24th Street. Reduction of the creek and wetland buffer impacts and additions to the trail to complete an internal loop inside the park are amongst other improvements proposed at the Westside of the park.

Additional Staff Recommendations:

The one unresolved issue during the public process was the number of parking spaces available on the Westside of the park. With the addition of one-full size rectilinear field, parking is going to be at a premium. This may be managed by scheduling and policies of that nature, but it is also felt that additional parking may be needed. As improvements are considered to the right-of-way, we strongly encourage exploring the possibility of providing on-street parking. We recognize this may impact and require removal of trees, which is something that was not supported during the public process.

The Woods:

The Woods will largely be left as they are today with minimal changes to the internal trail configuration. The proposed changes include asphalt paving for a section (8' wide approximately) of the width of the 'spine-trail' over the sewer easement to make it accessible. A soft-surface path may be constructed next to the paved section as well. Trail crossings are proposed at two different locations of Laughing Jacob's Creek to additional internal walking loops.

Next Steps:

- Council consensus to begin the SEPA review: Anticipated on December 15, 2009
- SEPA Review: Winter 2009 through Spring 2010
- Phase I Survey: Spring 2010
- City Council Adoption of Master Plan: Anticipated late Spring 2010
- Phase I Design and Permitting: Summer 2010 through Spring 2011

Additional Background Information

Master Plan Timeline:

Community Survey

- Web survey: March and April 2009

Public Meetings

- Stakeholders Meeting #1 (Active & programmed recreation): March 23, 2009
- Stakeholders Meeting #2 (Environmental & passive recreation): March 24, 2009
- Public Meeting #1: April 15, 2009
- Public Meeting #2: June 3, 2009
- Public Meeting #3: September 3, 2009
- Public Meeting #4: November 4, 2009

Parks Commission

- Early Input Meeting: March 11, 2009
- Review of MP Alternates: June 9, 2009 (Joint Meeting with City Council)
- Review of Preferred Master Plan: November 11, 2009

City Council Updates

- Early Input Meeting: March 10, 2009
- Review of MP Alternates: June 9, 2009 (Joint Meeting with Parks Commission)
- Review of Preferred Master Plan: December 15, 2009

Surveys and Studies Performed:

- Wetland Reconnaissance

Financial Impact:

None at this time.

A total of \$125,000 was allocated in the 2009-2010 Budget to fund the Beaver Lake Park Master Plan.

A total of \$1,750,000 is allocated in the 2010-2011 Budget to fund the Phase I design and construction. These funds will be used for the Phase I survey, wetland delineation, schematic design, preparation of construction drawings, permitting, construction administration, and project construction.

Recommended Motion:

Formal action is not required. At this stage of review we are seeking consensus from the City Council on the Preferred Alternative for Beaver Lake Park Master Plan, and authorization to proceed with a SEPA review. The plan will be presented to the Council in the spring of 2010 for formal adoption.



Memorandum

DATE: December 15, 2009

TO: City Council

FROM: Hank Klein, Chair, Parks and Recreation Commission

RE: Beaver Lake Park Master Plan Recommendation

On behalf of the Park Commission, I am pleased to present our recommendations on the Beaver Lake Park Master Plan.

Over the course of several public meetings, the Parks Commission has been presented with a range of ideas and proposals for updating all of the elements of Beaver Lake Park, including plans to upgrade the athletic fields on the west side, the forest and wetlands in the center, and the Lodge and shoreline on the east side. We have examined the plans presented to us by the Berger Partnership, and we have received extensive input from local residents, park neighbors, and sports enthusiasts. We have carefully weighed the impacts of further park development and additional ball field capacity. The end result is a compromise that, while sensitive to adjacent homeowners, also recognizes the needs and interests of the larger Sammamish community.

As a Parks Commission, we unanimously endorse the final preferred alternative presented to us at our regularly scheduled meeting of Wednesday, December 9. We have provided additional comments and recommended changes on the various elements of the plan below.

Lakeside:

Playground:

The proposed playground is currently shown south of the pavilion in a stand of mature trees. This location was originally selected following testimony from park neighbors – they did not support locating the playground near the shared property line north of the beach.

Although we understand the concerns of the neighbors, we are recommending the playground be relocated to the area north of the beach, which will be approximately 50' away from the property line. This location provides a direct line of site from the parking lot and the road, which is a key safety feature and will also serve to minimize vandalism. We understand this location is preferred by the police and our park maintenance staff and support their recommendation on this element of the plan. We also encourage the use of vegetation (i.e. enhancing the vegetative buffer) and any other means to mitigate the disturbance to adjacent private homes. It should also be mentioned that locating the playground north of the beach will minimize tree loss as a result of playground construction. The option currently shown in the plan could result in the loss of 20 or more trees, and this is not supported by the Parks Commission.

Finally, we understand that the type of playground equipment selected for the park will be determined during a future design phase. The Parks Commission feels strongly that the playground equipment selected should be a more “natural play system” featuring climbing boulders and other products that complement the natural feel of Beaver Lake Park.

Additional Restroom:

The Preferred Alternative calls for a new restroom building located near the beach and near the northern property line. The majority of the commission supports the addition of this restroom and feels it will be very beneficial for those using the beach area. Similar to the recommendation on the playground structure, we desire a building that is more “natural” in design, and complements the features of the park (i.e. no cinder blocks or eye sores in general.) In addition, we encourage the use of vegetation to mitigate the visual impact on adjacent private homes.

Swimming Area:

The Commission supports developing a designated swim area as shown in the plan. We understand this is needed particularly during warm weather months when there are inherent conflicts between the fishermen and the swimmers. For future management and policy discussions, we would like to encourage the staff to remove the swim lines during the non-swim season so that the beach may be used in its entirety by the fishermen and others enjoying the shoreline area.

Fishing Area:

The commission generally supports designating a fishing area south of the swimming zone, although we have concerns about whether or not fishermen will actually use the designated zone. Although a fishing platform may be the proper treatment we are not convinced this is a large enough space to accommodate the current fishing demand. We would like staff to consider an expanded platform or a more “hearty” treatment of the beach in this area to support the intense fishing use.

The Berm Between the Lodge and the Pavilion:

Throughout the public process we have heard from both staff and community members regarding the conflict between the Lodge rentals and general park users. The consultants proposed a berm in what is now a generally flat and level portion of lawn between the Lodge and the Pavilion. We most definitely support the concept of creating a “natural separation” between the two uses, but would like to see additional treatments considered such as low-level landscaping and trees where appropriate.

Expansion of Lodge Plaza

The plan calls for expansion of the plaza to the south side of the lodge. The commission is in full support of this recommendation as it will expand and enhance the formalized outdoor areas available to our lodge users.

Parking on the Lodge Side:

We are in full support of the parking lot expansion as shown in the plan.

The West Side:

Athletic Fields:

As you are probably aware, the athletic fields have proven to be the most controversial topic during the public process. We have viewed many different scenarios including a very intensive field configuration, something in the middle, and what we consider to be a compromise solution as is shown in the Preferred Alternative

The commission supports the current field layout, including one full-size rectilinear field with synthetic turf and lights. We also support retaining the three little league fields as shown in the new configuration. We recommend leaving open the possibility of installing synthetic turf on the infields of the three little league baseball fields. This would be for maintenance purposes only and lights would not be installed at these fields. Give the fact that we don't have experience with synthetic turf infields, our recommendation is to consider this option further when this phase of the plan is designed.

Finally, we want to encourage the council and staff to consider additional policies related to use of the lights at this park. We are committed to being good neighbors and there may be opportunities through our future policy discussions to do an even better job. Some suggestions that came out of previous meetings include a "Sunday Sabbath" (no lights on Sunday), a "Dark December" or other non-peak months where the lights are shut off early or perhaps entirely. We believe field capacity can be maximized even with these "good-neighbor" policy considerations.

Off-Leash Dog Area (OLA):

The Parks Commission supports the extension of the OLA, the part of the plan more formally known as "the run." This addition allows dog owners to release their dogs when they get out of their car into an enclosed run. This was designed to help better manage the off-leash dogs running amuck from the parking lot to the existing OLA. Commission members had an extensive debate regarding this topic. Ultimately we support the design feature provided there is a trail built adjacent to the run for those seeking access to the same corridor, but perhaps not desiring to enter a dog run.

The proposed dog run crosses a main north-south trail. We desire to maintain the integrity of this trail, and therefore do not recommend designing the dog run to cross this trail. Instead, we would like gates installed at the terminus of the dog run, whereby the owners would have to escort (on leash or otherwise) their dogs across the trail for access to the larger OLA.

Parking:

At the most recent public meeting we heard concerns from the majority of attendees about the limited number of parking spaces available on the Westside of the park. The addition of a full-size rectilinear field certainly complicates an already difficult parking situation. The current plan adds approximately 25 spaces to the parking lot, but the Commission is concerned that may not be enough. We don't have a solution, except to recommend that staff continue to explore parking options.

We encourage the option of on-street parallel parking to be considered in the future along with additional right-of-way improvements. We note, however, that elimination of trees for this purpose is not supported by the Commission.

Park Accessibility:

A running theme in all of our public meetings was concern about non-motorized access to the park. The Preferred Alternative shows sidewalks along the south side of SE 24th and the east side of 244th Ave. SE. We strongly support improvements of this nature, including installation of a crosswalk at the above intersection. Although a soft-surface trail exists along SE 24th now, it is difficult for people to navigate this stretch with a stroller or wagon. We support installation of a sidewalk, or another treatment that provides a sufficient and functional connection for those coming off the boardwalk and sidewalk on the north side of SE 24th from Discover Elementary. We feel it is very important to formally separate vehicular traffic from non-motorized traffic.

Entryway:

The Commission supports formalization of the entryway at the corner of SE 24th and 244th Ave SE as shown in the plan.

The Woods:

Trail Connections:

For the most part the Preferred Alternative makes use of the existing trails throughout the park. The Commission supports the two new internal crossings as shown in the plan, which will help establish additional internal walking loops. We also support the addition of a “wetland prow” that will provide an elevated view of Laughing Jacobs Creek.

There has been much debate regarding trail surfacing on the main trail of the park, a portion of which is a 15’ wide sewer easement. We have heard many opinions on this issue and recommend the trail be constructed with 8’ wide asphalt and a soft shoulder. The pavement provides access for our park maintenance vehicles and is wheel-friendly for all users. The soft surface shoulder provides an alternative for those that prefer this type of surface (e.g. runners, equestrians etc.)

Community Garden (Pea Patch):

The Commission supports the addition of the community garden.

Conclusion:

That concludes our feedback and recommendation on the Preferred Alternative. Again, we very much appreciate the opportunity to provide you with our recommendations on the Beaver Lake Park Master Plan.



PREFERRED ALTERNATIVE

Beaver Lake Park Master Plan

