



# City Council, Regular Meeting

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## AGENDA

January 19, 2010

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

### **Presentations/Proclamations**

### **Consent Agenda**

- Payroll for pay period ending December 31, 2009 for pay date January 5, 2010 in the amount of \$246,311.38
  - Payroll for pay period ending January 15, 2010 for pay date January 20, 2010 in the amount of \$237,981.14
1. Approval: Claims for period ending January 19, 2010 in the amount of \$2,037,480.48 for Check No.25445 through No. 25688
  2. Contract: Construction Management East Lake Sammamish Parkway Project Phase 1B/AECOM
  3. Amendment: Engineering Services SE 20<sup>th</sup> Street Non-Motorized Project/Transpo Group
  4. Grant: Urban Vitality Grant for SE 20<sup>th</sup> Street Non-Motorized Project/Public Works Board
  5. Approval: Minutes for November 17, 2009 Regular Meeting
  6. Approval: Minutes for January 5, 2010 Regular Meeting

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.

## **Public Hearings**

*Continued from January 5, 2010*

7. Ordinance: Vacating Unopened Thomas Alexander Road (Aka County Road No. 867 And Aka Old Monohan Road)

## **Unfinished Business - None**

## **New Business**

8. Ordinance: First Reading Creating An Equipment Rental Fund In Accordance With RCW 35.21.088.

**Executive Session** – To discuss the qualifications of applicants pursuant to RCW 42.30.110(1)(h).

9. Resolution: Appointing Four Members to the Sammamish Planning Commission
10. Resolution: Appointing Four Regular Members and Two Alternate Members to the Sammamish Arts Commission.

## **Council Reports**

## **City Manager Report**

Major Policy and Planning Orientation

## **Adjournment**

**AGENDA CALENDAR**

Mon 01/18		Martin Luther King Day	City Offices Closed
Tues 01/19	6:30 pm	Regular Meeting	Executive Session Public Hearing: Second Reading Thomas Alexander Street Vacation Resolution: Appointing Members to the Planning Commission Resolutuion: Appointing Members to the Arts Commission Ordinance: First Reading Equipment Rental Fund Contract: Construction Management Phase 1B ELSP/AECOM (consent) Amendment: Engineering Services SE 20 <sup>th</sup> Street/Transpo Group (consent) Grant: Urban Vitality Grant SE 20 <sup>th</sup> St. Project/Public Works Board (consent) Major Policy and Planning Orientation
<b>February 2010</b>			
Tues 02/02	6:30 pm	Regular Council Meeting	Camp Fire Flag Presentation (Blackwell Elementary) Ordinance: Second Reading Equipment Rental Fund (consent) Contract: Wetland Services/Watershed Grants: Recycling and Waste Reduction Program
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 Public Hearing/First Reading Aldarra Farms 60% Percent Petition Resolution: ARCH Work Program
<b>March 2010</b>			
Tues 03/02	6:30 pm	Regular Council Meeting	Second Reading: Ordinance Aldarra Farms 60% Percent Petition Resolution: 2010 ARCH Work Program Interlocal: ARCH
Tues 03/09	6:30 pm	Study Session	
Mon 03/15	6:30 pm	Study Session	Update: Connectivity
Tues 03/16	6:30 pm	Regular Meeting	
<b>April 2010</b>			
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
<b>May 2010</b>			
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	
<b>June 2010</b>			
Tues 06/01	6:30 pm	Regular Council Meeting	
Tues 06/08	6:30 pm	Study Session	
Mon 06/14	6:30 pm	Study Session	
Tues 06/15	6:30 pm	Regular Meeting	
<b>July 2010</b>			

Tues 07/06	6:30 pm	Regular Council Meeting	
Tues 07/13	6:30 pm	Study Session	
Mon 07/19	6:30 pm	Study Session	
Tues 07/20	6:30 pm	Regular Meeting	
<b>Sept. 2010</b>			
Tues 09/07	6:30 pm	Regular Council Meeting	
Tues 09/14	6:30 pm	Study Session	
Mon 09/20	6:30 pm	Study Session	
Tues 09/21	6:30 pm	Regular Meeting	
<b>Oct. 2010</b>			
Tues 10/5	6:30 pm	Regular Council Meeting	
Tues 10/12	6:30 pm	Study Session	
Mon 10/18	6:30 pm	Study Session	
Tues 10/19	6:30 pm	Regular Meeting	
<b>Nov. 2010</b>			
Tues 11/2	6:30 pm	Regular Council Meeting	
Tues 11/09	6:30 pm	Study Session	Parks Commission Applicant Interviews
Mon 11/15	6:30 pm	Study Session	Planning Commission Applicant Interviews
Tues 11/16	6:30 pm	Regular Meeting	
<b>Dec. 2010</b>			
Tues 12/07	6:30 pm	Regular Council Meeting	Parks/Planning Commission Appointments Award: 2011/2012 Humans Services Grants
Tues 12/14	6:30 pm	Study Session	
Mon 12/20	6:30 pm	Study Session	
Tues 12/21	6:30 pm	Regular Meeting	
<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>
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) Resolution: Final Acceptance SE 20 <sup>th</sup> Street Project Resolution: ELSP Project Acceptance TDR	

<< December

# January 2010

February >>

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

&lt;&lt; January

**February 2010**

March &gt;&gt;

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



City of Sammami  
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Accounts Payable  
Computer Check Register Totals

Bill #1

Printed: 01/06/10 12:13

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
25545	01/06/2010	ANI	ANI Administrators NW Inc	1,797.66	000000
25546	01/06/2010	AWCMED	AWC Employee BenefitsTrust	90,203.50	000000
25547	01/06/2010	ICMA401	ICMA 401	31,097.21	000000
25548	01/06/2010	ICMA401x	ICMA401	4,928.32	000000
25549	01/06/2010	ICMA457	ICMA	10,343.99	000000
25550	01/06/2010	PREPAIDL	Pre-Paid Legal Services, Inc	288.90	000000
25551	01/06/2010	WALAB	Wa State Dept of Labor & Indus	11,115.65	000000

**CHECK TOTAL:** \$149,775.23

City of Sammamish  
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Accounts Payable  
Computer Check Register Totals

Bill #1

Printed: 01/06/10 12:56

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
25552	01/06/2010	ISD	Issaquah School District	22,214.00	000000
25553	01/06/2010	LWSD	Lake Washington School Dist	10,384.00	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$32,598.00</b>	

City of Sammamish  
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Computer Check Register Totals

Printed: 01/12/10 16:48

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
25554	01/19/2010	ACCURINT	Accurint	54.75	000000
25555	01/19/2010	ACE	Ace Hardware, LLC	540.31	000000
25556	01/19/2010	ALDWORTH	Kurt Aldworth	37.40	000000
25557	01/19/2010	ALLIEDBO	Allied Body Works	1,276.77	000000
25558	01/19/2010	AMERICAW	America West Env Supplies Inc	6,408.25	000000
25559	01/19/2010	ASC	Action Services Corp	28,126.46	000000
25560	01/19/2010	AT&TMOBI	AT&T Mobility	284.40	000000
25561	01/19/2010	BARAN	Sevda Baran	27.55	000000
25562	01/19/2010	BARRY	Jack Barry	236.72	000000
25563	01/19/2010	BCC	Bellevue College	166.32	000000
25564	01/19/2010	BRAUNS	Jeff Brauns	15.00	000000
25565	01/19/2010	BUTKUS	Pete Butkus	28.60	000000
25566	01/19/2010	CADMAN	Cadman, Inc.	844.21	000000
25567	01/19/2010	CHANEY	Rebecca Chaney	700.00	000000
25568	01/19/2010	EASTEQ	Eastside Equipment & Marine	1,065.14	000000
25569	01/19/2010	EVANS	David Evans & Associates, Inc	12,990.94	000000
25570	01/19/2010	FASTENAL	Fastenal Industrial Supplies	1,170.36	000000
25571	01/19/2010	FCS	FCS Group Inc.	2,565.00	000000
25572	01/19/2010	GRANGE	Grange Supply, Inc.	37.19	000000
25573	01/19/2010	GRUEBER	James Grueber	33.00	000000
25574	01/19/2010	HDFOWL	H. D. Fowler Company	207.25	000000
25575	01/19/2010	HEROHOUS	NAMI Eastside Hero House	375.00	000000
25576	01/19/2010	HOMEDE	Home Depot	694.04	000000
25577	01/19/2010	IRONMT	Iron Mountain	450.64	000000
25578	01/19/2010	ISSAQ1	Issaquah Press, Inc.	367.50	000000
25579	01/19/2010	IVOXY	Ivoxy Consulting	298,809.64	000000
25580	01/19/2010	JACKS	Jack's Repair	6,877.94	000000
25581	01/19/2010	KCBLANK	King County Finance	32,857.93	000000
25582	01/19/2010	KCRADIO	King Cty Radio Comm Svcs	206.49	000000
25583	01/19/2010	KEENEY	Keeney's Office Plus	223.01	000000
25584	01/19/2010	KINGFI	King County Finance A/R	68,885.07	000000
25585	01/19/2010	KINGGIS	King County GIS Center	4,914.00	000000
25586	01/19/2010	KINGLUM	King Luminaire Co. Inc	7,510.00	000000
25587	01/19/2010	KINGPET	King County Pet Licenses	159.00	000000
25588	01/19/2010	LAKESIDE	Lakeside Industries	3,119.11	000000
25589	01/19/2010	MAILPO	Mail Post	129.29	000000
25590	01/19/2010	MAKERS	Makers Architecture & Urban	6,790.00	000000
25591	01/19/2010	MATTHIAS	Michael Matthias	88.12	000000
25592	01/19/2010	MICRO	Microflex, Inc.	11.27	000000
25593	01/19/2010	MINUTE	Minuteman Press	2,398.40	000000
25594	01/19/2010	MOBERLY	Lynn Moberly	7,500.00	000000
25595	01/19/2010	NAMI	NAMI Eastside	1,250.00	000000
25596	01/19/2010	NAPA	PHS, Inc	869.43	000000
25597	01/19/2010	NELSONTR	Nelson Truck Equip Co Inc	9,719.80	000000
25598	01/19/2010	NESAM	NE Sammamish Sewer & Water	180.96	000000
25599	01/19/2010	NEXTEL	Nextel Communications	2,150.22	000000
25600	01/19/2010	NWLSVC	NW Landscape Service	8,474.21	000000
25601	01/19/2010	OFFDEP	Office Depot	471.92	000000
25602	01/19/2010	OSW	OSW Equip & Repair Inc	14,746.28	000000
25603	01/19/2010	PACSOIL	Pacific Topsoils, Inc	2,216.26	000000
25604	01/19/2010	PIEDMONT	Piedmont Directional Signs	790.00	000000
25605	01/19/2010	PLATT	Platt Electric	410.52	000000
25606	01/19/2010	POA	Pacific Office Automation	626.34	000000
25607	01/19/2010	PSE	Puget Sound Energy	18,202.55	000000
25608	01/19/2010	RAINIER	Rainier Wood Recyclers Inc	241.00	000000
25609	01/19/2010	REIDMID	Reid Middleton, Inc	2,319.75	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
25610	01/19/2010	RICHARDS	Jessi Richardson	182.00	000000
25611	01/19/2010	RIVEROAK	River Oaks Communication Corp	172.85	000000
25612	01/19/2010	SAM	Sammamish Plateau Water Sewer	787.72	000000
25613	01/19/2010	SAMCITIZ	Sammamish Citizen Corps Council	1,592.36	000000
25614	01/19/2010	SB&MAC	Stewart Beall & MacNichols	4,480.00	000000
25615	01/19/2010	SCI	SCI Infrastructures, LLC	406,279.34	000000
25616	01/19/2010	SEATIM	Seattle Times	194.12	000000
25617	01/19/2010	STAPLES	Staples Business Advantage	2,857.48	000000
25618	01/19/2010	STOECKL	Jane C. Stoecklin	105.00	000000
25619	01/19/2010	SUNBELT	Sunbelt Rentals	165.15	000000
25620	01/19/2010	TRANSPO	Transpo Group, Inc	62,844.28	000000
25621	01/19/2010	VOYAGER	Voyager	4,747.51	000000
25622	01/19/2010	WADOT	Wa State Dept of Transp	601.77	000000
25623	01/19/2010	WAWORK	Washington Workwear Stores Inc	586.30	000000
25624	01/19/2010	ZUMAR	Zumar Industries, Inc.	138.15	000000

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**CHECK TOTAL: \$1,047,585.34**

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
25625	01/19/2010	ABC	ABC Special Event Rentals	862.35	000000
25626	01/19/2010	BERGERPA	Berger Partnership	1,435.60	000000
25627	01/19/2010	BSN	BSN Sports	400.65	000000
25628	01/19/2010	COSTCO	Costco Wholesale	1,431.05	000000
25629	01/19/2010	EWINGIRR	Ewing Irrigation	2,354.78	000000
25630	01/19/2010	GREYSTON	Greystone Com Services	160.80	000000
25631	01/19/2010	HONDAKU	Issaquah Honda Kubota	56.11	000000
25632	01/19/2010	IRELAND	Jed Ireland	215.00	000000
25633	01/19/2010	J3 Mecum	J3 Mecum Engineering Inc	3,979.13	000000
25634	01/19/2010	KBA	KBA Inc	83,087.83	000000
25635	01/19/2010	KCBLANK	King County Finance	19,350.00	000000
25636	01/19/2010	KENYON2	Kenyon Disend PLLC	18,465.83	000000
25637	01/19/2010	KINGFI	King County Finance A/R	67,249.61	000000
25638	01/19/2010	LOCHNER	Lochner, Inc.	8,983.11	000000
25639	01/19/2010	LOCK	Lockworks, Inc.	1,034.78	000000
25640	01/19/2010	MUNROE	Kris Munroe	68.36	000000
25641	01/19/2010	PERRON	Scott Perron	28.00	000000
25642	01/19/2010	SEQUOYAH	Sequoyah Electric, LLC	2,932.84	000000
25643	01/19/2010	SEWALL	Sewall Wetland Consulting Inc	704.00	000000
25644	01/19/2010	SHANNONW	Shannon & Wilson Inc	31.63	000000
25645	01/19/2010	TCF	TCF Architecture	27,178.06	000000
25646	01/19/2010	UNITRENT	United Rentals NW, Inc	2,271.79	000000
25647	01/19/2010	VIBRANT	Vibrant Plants, Inc.	3.59	000000
25648	01/19/2010	WAPAT	Wa State Patrol	10.00	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$242,294.90</b>	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
25649	01/19/2010	ALLIEDBO	Allied Body Works	1,182.60	000000
25650	01/19/2010	AWC	Association of Wa Cities	27,431.19	000000
25651	01/19/2010	AWCDRUG	Assoc of Wa Cities	555.00	000000
25652	01/19/2010	CENTRALW	Central Welding Supply	54.76	000000
25653	01/19/2010	CEZAR	Susan Cezar	34.07	000000
25654	01/19/2010	CNA	CNA Surety	210.00	000000
25655	01/19/2010	COMCAST2	COMCAST	99.95	000000
25656	01/19/2010	DEERE	John Deere Landscapes	304.36	000000
25657	01/19/2010	EASTFIRE	Eastside Fire & Rescue	442,677.10	000000
25658	01/19/2010	GUARDIAN	Guardian Security	96.00	000000
25659	01/19/2010	ICCMA	Int City/County Mgmt Assoc	1,400.00	000000
25660	01/19/2010	IMSA	Int Municipal Signal Assoc	180.00	000000
25661	01/19/2010	KCBLANK	King County Finance	200.00	000000
25662	01/19/2010	KCBR	King County Boundary Review Board	50.00	000000
25663	01/19/2010	KINGFI	King County Finance A/R	982.00	000000
25664	01/19/2010	LESSCHWA	Les Schwab Tire Center	16.97	000000
25665	01/19/2010	LOCK	Lockworks, Inc.	329.05	000000
25666	01/19/2010	NLCMEMBE	NLC Membership	3,258.00	000000
25667	01/19/2010	NWCASC	Northwest Cascade, Inc.	312.42	000000
25668	01/19/2010	PSCLEAN	Puget Sound Clean Air Agency	27,631.00	000000
25669	01/19/2010	PSE	Puget Sound Energy	381.68	000000
25670	01/19/2010	SAM	Sammamish Plateau Water Sewer	117.00	000000
25671	01/19/2010	SAMCHAMB	Sammamish Chamber of Commerce	400.00	000000
25672	01/19/2010	SAMPRES	Sammamish Presbyterian Church	150.00	000000
25673	01/19/2010	SONITROL	Sonitrol Pacific	759.30	000000
25674	01/19/2010	SPRING	Springbrook Software, Inc.	25,616.24	000000
25675	01/19/2010	SUBURB	Suburban Cities Association	22,766.09	000000
25676	01/19/2010	SYMPRO	Sympro, Inc	3,605.00	000000
25677	01/19/2010	UNITRENT	United Rentals NW, Inc	439.72	000000
25678	01/19/2010	VERIZNW	Verizon Northwest	33.39	000000
25679	01/19/2010	VERIZON	Verizon Wireless	81.69	000000
25680	01/19/2010	WAALARM	Wa Alarm Inc	152.52	000000
25681	01/19/2010	WAPELRA	WAPELRA	200.00	000000
25682	01/19/2010	WSDA	Wa State Dept of Agriculture	33.00	000000
25683	01/19/2010	ZUMAR	Zumar Industries, Inc.	304.26	000000

**CHECK TOTAL: \$562,044.36**

City of Sammamish  
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Accounts Payable  
Computer Check Register Totals

Bill #1

Printed: 01/13/10 17:12

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
25684	01/19/2010	APS	Applied Professional Svs, Inc.	1,920.00	000000
25685	01/19/2010	LOCHNER	Lochner, Inc.	926.59	000000
25686	01/19/2010	SAMCHAMB	Sammamish Chamber of Commerce	25.00	000000
25687	01/19/2010	SWIFTY	Swiftly Printing & Digital Imag	107.31	000000
25688	01/19/2010	WATERSH	The Watershed Company	203.75	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$3,182.65</b>	



## CITY COUNCIL AGENDA BILL

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**Subject:**

East Lake Sammamish Parkway NE Phase 1B: NE 18<sup>th</sup> Place to 2200 Block – Consultant Contract for Construction Management, Observation, and Design Support Services

**Meeting Date:** January 19, 2010

**Date Submitted:** January 13, 2010

**Originating Department:** Public Works

**Action Required:**

Authorize the City Manager to execute a Contract Agreement with AECOM, Inc. to provide Construction Phase Professional Services for this project.

**Clearances:**

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

**Exhibits:**

1. WSDOT Local Agency Standard Consultant Agreement and associated Exhibits

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**Budgeted Amount:** \$3,500,000 in the adopted 2009-2010 project budget (Transportation Capital Improvement Fund and and Surface Water Capital Fund)

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**Summary Statement:**

The Public Works Department is seeking the services of AECOM to provide construction management, construction observation, and construction design support for the East Lake Sammamish Parkway NE Phase 1B: NE 18<sup>th</sup> Place to 2200 Block roadway improvement project.

The Federal Funding included with this project requires extensive construction documentation and reporting. The Public Works department does not have the resources or expertise to perform this required work. Federal Funding requirements also specify the use of the Washington State Department of Transportation (WSDOT) Local Agency Standard Consultant Agreement in place of the City's standard Contract Agreement.

### **Background:**

The City was successful in receiving \$3.5M in Federal stimulus/ American Recovery and Reinvestment Act (ARRA) funding for the ELSP Phase 1B project. This funding was granted through an intensely-competitive regional evaluation process. At the April 7, 2009 regular meeting, Council adopted Resolution, R2009-364, accepting these funds for use on the Phase 1B project. At the September 1, 2009 regular meeting, Council authorized the award of the construction contract to SCI Infrastructure, LLC, the lowest responsible bidder. Construction is anticipated to begin in March 2010.

The ELSP Phase 1B improvements will continue the Phase 1A roadway widening approximately one-quarter mile further north to the 2200 block. Similar to the Phase 1A improvements, the roadway will be widened to three lanes with either a center turn lane or raised landscape median, bike lanes, curb and gutter, and a sidewalk on the east side. Retaining walls, native landscaping and enhanced stormwater treatment facilities are integrated into the roadway improvements. No illumination is included in this phase. This phase of East Lake Sammamish Parkway improvements includes the widening and seismic upgrades to the existing bridge.

This Contract Agreement covers the following tasks:

- Task 1: Administration
- Task 2: Document Control
- Task 3: Field Inspection
- Task 4: Construction Management
- Task 5: Public Outreach/Client Meetings
- Task 6: Utility Coordination
- Task 7: Field Engineering
- Task 8: Change Order Resolution
- Task 9: (not used)
- Task 10: Structural Engineering Support

Additional project background is included in the ELSP Phase 1A Construction Authorization agenda bill also that was included in the December 16, 2008 Council agenda packet. (<http://www.ci.sammamish.wa.us/ViewImage.aspx?AttID=5409>)

### **Financial Impact:**

The cost of this work is included in the adopted budget for this project and is an anticipated expense for this project. The construction work will occur in 2010. A total of \$3,500,000 is included in 2010 budget for the completion of this project (no City funds beyond the ARRA grant are budgeted). Construction costs including construction management/inspection/ design support and construction contingency are expected to be completely covered by the \$3.5M in ARRA funds.

*Financial Summary*

Construction Contract (SCI)	\$ 2,743,595.60
Construction Contingency	\$ 256,404.40
Construction Management	\$ 446,689.00
Construction Management Contingency	\$ 20,000.00
Other	\$ 33,311.00
<b>Total Phase 1B</b>	<b>\$ 3,500,000.00</b>

**Recommended Motion:**

Move to authorize the City Manager to execute a Contract Agreement with AECOM Inc. for an amount not to exceed \$466,689, including a \$20,000 management reserve, for construction related Professional Services in association with the East Lake Sammamish Parkway NE, Phase 1B: NE 18<sup>th</sup> Place to 2200 Block project.



<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone  AECOM 10900 NE 8th Street Bellevue, WA 98104
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number LA6937 Federal Aid Number ARRA-1915 (008) Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____ <input checked="" type="checkbox"/> <b>Specific Rates Of Pay</b> <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>	Project Title And Work Description  East Lake Sammamish Parkway – Phase 1B, NE 18th Place to 2200 Block, Roadway Improvements  Construction Management, Observation, and Administrative Services  DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 13-5511947 Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date April 1, 2011  Total Amount Authorized \$ 446,689.00 Management Reserve Fund \$ 20,000.00 Maximum Amount Payable \$ 466,689.00

**Index of Exhibits (Check all that apply):**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work<br><input type="checkbox"/> Exhibit A-2 Task Order Agreement<br><input type="checkbox"/> Exhibit B-1 DBE Utilization Certification<br><input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data<br><input type="checkbox"/> Exhibit D-1 Payment - Lump Sum<br><input type="checkbox"/> Exhibit D-2 Payment - Cost Plus<br><input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate<br><input type="checkbox"/> Exhibit D-4 Payment - Provisional<br><input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit<br><input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates<br><input checked="" type="checkbox"/> Exhibit F Overhead Cost<br><input checked="" type="checkbox"/> Exhibit G Subcontracted Work<br><input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input checked="" type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates<br><input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost<br><input checked="" type="checkbox"/> Exhibit H Title VI Assurances<br><input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement<br><input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures<br><input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures<br><input checked="" type="checkbox"/> Exhibit L Liability Insurance Increase<br><input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification<br><input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification<br><input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary<br><input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification<br><input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification<br><input type="checkbox"/> App. 31.910 Supplemental Signature Page |
|--|--|

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
 between the Local Agency of \_\_\_\_\_, Washington, hereinafter called the "AGENCY",  
 and the above organization hereinafter called the "CONSULTANT".

## Exhibit 1

### WITNESSETH THAT:

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### **I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

### **II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

### **III General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

## Exhibit 1

### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

## Exhibit 1

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

## Exhibit 1

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

### **X Changes of Work**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

## Exhibit 1

### XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

## Exhibit 1

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XV Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

### **XVIII Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

### **XIX Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

Exhibit 1

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By \_\_\_\_\_ By \_\_\_\_\_

Consultant \_\_\_\_\_ Agency \_\_\_\_\_

## Exhibit A-1 SCOPE OF SERVICES

### 2010 Construction Management Services Federal Aid No. ARRA-1915 (008) City of Sammamish

AECOM USA, Inc. ("Consultant") proposes to provide to the City of Sammamish, Washington ("Client") construction management services for the construction contract pertaining to the East Lake Sammamish Parkway – Phase 1B, NE 18<sup>th</sup> Place to 2200 Block, Roadway Improvements (hereinafter called "Project"). These services will include inspection, construction management, and contract administration assistance during the construction of the project as detailed in the following:

#### I. INTRODUCTION

The following scope of services and associated costs detailed in EXHIBIT B are based upon the assumptions outlined herein.

##### Assumptions:

- The proposed project team will include a full-time construction manager, a part-time construction inspector, and a full time documentation specialist. Materials testing is included in this scope. Survey support is not included in this scope of services.
- For this estimate of services, a standard working week for the Construction Manager and Construction Inspector of 9-hours and 8-hours per day, 5-days per week; and a standard working week for the Document Control Specialist of 8-hours per day, 5-days per week.
- Services will be performed in accordance with the Local Agency Guidelines (LAG) and the WSDOT Construction Manual. The man-hours proposed by the Consultant are an estimate only and are subject to change based on the actual construction schedule and working hours of the Contractor.
- An hourly rate of \$8.46 per labor hour worked by the Construction Manager and Construction Inspector will be charged to cover construction vehicle costs on the Project.
- **Design by Others:** It is further understood and agreed that because Consultant did not prepare the Contract Documents for the project, Client waives all claims against Consultant arising from or in any way connected with errors, omissions, conflicts, or ambiguities in the Contract Documents prepared by others. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising from any errors or omissions contained in the plans, specifications, or other Contract Documents prepared by others, except for the negligence or willful misconduct of the Consultant. Also, the Client will provide the Consultant the support of the Engineer-of-Record during the course of the Consultant's work.

#### I. DETAILED SCOPE OF WORK

##### Subtask 1 – Administration

Provide overall project management and contract administration associated with the service agreement between the Consultant and the Client. This effort will include the following elements:

- 1.1 Preparation of Consultant invoicing and progress reporting to the Client
- 1.2 Internal administration of the Consultant's Task Order.
- 1.3 Preparation of any supplements to the Consultant's Task Order.

## Exhibit 1

East Lake Sammamish Parkway – Phase 1B, NE 18<sup>th</sup> Place to 2200 Block, Roadway Improvements  
City of Sammamish, Federal Aid No. ARRA-1915(008)

### Subtask 2 – Document Control

Provide the services for a Documentation Control Specialist, with support and supervisory staff, consistent with the hours shown in EXHIBIT B. This effort will include the following elements:

- 2.1 Processing, tracking, and archiving construction documents such as: Inspectors Daily Reports, Requests for Information, Submittals, and Project Correspondence.
- 2.2 Compile inspector pay quantity records and prepare monthly contractor progress estimates.
- 2.3 Prepare and archive project record documentation required by WSDOT Local Programs such as: certified payroll, DBE participation, apprenticeship program, bid item documentation of work, progress estimates, statement of work days, change order authorization.
- 2.4 Prepare and archive documentation such that the construction record complies with the requirements of participating funding agencies as described in the WSDOT LAG Manual and WSDOT Construction Manual for federal aid projects.
- 2.5 Attendance at construction meetings by the Documentation Control Specialist.
- 2.6 Receive and file the Contractor's records for certified payroll, and review such records for compliance with the contract provisions. Perform Contractor employee interviews, if necessary, to assure compliance with prevailing wage requirements.
- 2.7 Prepare and assist with regulatory audits of the construction project record.

### Subtask 3 – Field Inspection

- 3.1 Provide the services for construction inspection, consistent with the hours shown in EXHIBIT B. This effort will include the following elements:

Construction inspectors shall observe day-to-day construction activities defined by the construction documents for the project. By providing inspection oversight, the Consultant shall assume no responsibility for proper construction techniques or job site safety but will report to the Contractor and Client any known public safety concerns immediately. The presence of the Consultant's personnel at the construction site is for the purpose of providing to the Client a greater degree of confidence that the completed work will generally conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction Contractor.

Under the limitations of this Scope of Services, the Consultant's personnel shall act in accordance with Section 1-05.1 and 1-05.2 of the current WSDOT Standard Specifications. The Consultant will endeavor to protect all parties against defects and deficiencies in the work of the Contractor, but cannot guarantee the Contractor's performance and shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the construction contractor and any subcontractors.

Construction inspectors will perform the following duties as a matter of daily activity:

- i. Prepare daily construction reports detailing the contractor's operations performed for each day the Consultant is on site; measure the quantities of materials installed, log equipment and staff used, weather condition, and any observed problems or construction issues.
- ii. Respond to contractor questions which may arise as to the quality and acceptability of furnished materials, work performed, and to general questions raised by adjacent property owners or general public.
- iii. Prepare field records and documents in accordance with funding requirements.
- iv. Provide periodic photographs during the course of construction. Photographs will be in digital format and cataloged by date.
- v. Review testing results performed by the Consultant's material testing consultant.
- vi. Coordinate with the Client's utility and traffic signal operations personnel.

## Exhibit 1

East Lake Sammamish Parkway – Phase 1B, NE 18<sup>th</sup> Place to 2200 Block, Roadway Improvements  
City of Sammamish, Federal Aid No. ARRA-1915(008)

- 3.2 Liaison with the Client's and Contractor's field personnel to discuss project issues and status. Coordinate with affected utilities and WSDOT staff.
- 3.3 Attend weekly construction meetings as planned.
- 3.4 The construction inspector shall review monthly pay estimates with the Contractor and provide recommendations to the Client.
- 3.5 Review the Contractor's construction record drawings on a weekly basis. Upon project completion, Contractor provided markups will be verified for completeness and provided to Client.
- 3.6 Upon Substantial Completion of work, coordinate with the Client and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punch-list' of items to be completed. A punch-list and Certificate of Substantial Completion will be issued by the Consultant.

### Subtask 4 – Construction Management

- 4.1 Provide construction management services, consistent with the hours shown in EXHIBIT B. This effort will include the following elements:

The construction manager shall direct responsibility for the day-to-day activities of the Consultant relative to the services defined by this Agreement. By providing inspection oversight, the Consultant shall assume no responsibility for proper construction techniques or job site safety but will report to the Contractor and Client any public safety concerns immediately. The presence of the Consultant's personnel at the construction site is for the purpose of providing to the Client a greater degree of confidence that the completed work will generally conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction Contractor.

Under the limitations of this Scope of Services, the Consultant's personnel shall act in accordance with Section 1-05.1 and 1-05.2 of the 2008 edition of the WSDOT Standard Specifications. The Consultant will endeavor to protect all parties against defects and deficiencies in the work of the Contractor, but cannot guarantee the Contractors' performance and shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the construction contractor and any subcontractors.

The construction manager will perform the following duties as a matter of daily activity:

- i. Supervise the Consultant's field personnel assigned to the project.
- ii. Liaison between the Contractor's project management and the Client's management personnel, acting as the direct point of contract for both parties.
- iii. Review and approve daily construction reports prepared by the construction inspector.
- iv. Respond to contractor questions which may arise as to the quality and acceptability of furnished materials, work performed, and to general questions raised by adjacent property owners or general public.
- v. Review and approve field records and documents compiled by the documentation control specialist, in accordance with funding requirements.
- vi. Respond to Contractor RFI's, when appropriate; or, defer to the Engineer of Record for a response when necessary.
- vii. Review Contractor submittals, when appropriate; or defer to the Engineer of Record for a review when necessary.
- viii. Review ROM and material testing results and advise the Contractor accordingly.

## Exhibit 1

East Lake Sammamish Parkway – Phase 1B, NE 18<sup>th</sup> Place to 2200 Block, Roadway Improvements  
City of Sammamish, Federal Aid No. ARRA-1915(008)

- ix. Review the Contractor's baseline project schedule, and then monitor that schedule throughout the course of the project for compliance with the provisions of the Contract. Monitoring shall include review of periodic schedule updates submitted by the Contractor.
  - x. Coordinate with project stakeholders regarding status and issues relating to construction activities.
- 4.2 Chair weekly construction meetings as planned.
  - 4.3 Prepare and sign official correspondence to the Contractor.
  - 4.4 Review and certify the Contractor's monthly pay estimates with the Contractor and provide recommendation to the Client for release of payment.
  - 4.5 Supervise construction close-out activities including final documentation required by WSDOT Local Programs, as-built drawings, final payment, and completion notices.
  - 4.6 Provide preconstruction services prior to award of the construction contract, as directed by the Client. These services may be performed by the construction manager, the Consultant's manager of construction services, or other consultant personnel as requested by the Client.
  - 4.7 Provide subject matter expertise as requested by the Client relative to construction activities. These services may be performed by the construction manager, the Consultant's manager of construction services, or other consultant personnel as requested by the Client.

### **Subtask 5 – Public Outreach / Client Meetings**

Provide services for Public Outreach and Client Meetings, consistent with the hours and staff members identified in EXHIBIT B. This effort shall include the following elements:

- 5.1 The Consultant shall, under direction of the Client, assist with Public Outreach activities consisting hosting Project open houses, publishing informational flyers, posting e-mail announcements and other communications made to inform private citizens and local businesses of the upcoming construction activities, road closures, temporary traffic controls, and other pertinent information. The Consultant shall also assist the Client in responding to questions and issues raised by private citizens and local businesses relative to the Project.
- 5.2 Attending meetings, at the request of the Client, outside that considered part of Contractor Coordination. Such meetings may include attending or conducting presentations at City Council meetings, meetings with other City officials, meetings with regulatory agencies, or other Project stakeholders.

### **Subtask 6 – Utility Coordination**

Provide services for Utility Coordination, consistent with the hours and staff members identified in EXHIBIT B. This effort shall include the following elements:

- 6.1 The Consultant shall review existing utility locations identified in the construction documents and coordinate potholing activities by the Contractor in order to determine that interference with existing buried utilities and conflict is mitigated.
- 6.2 The Consultant shall review all the existing overhead utilities (power, phone, lights, and signals) and coordinate activities by the Contractor, in order to determine that interference with overhead utilities is mitigated.

### **Subtask 7 – Field Engineering**

- 7.1 Field Engineering shall consist of investigating, developing, and coordinating solutions for unforeseen inconsistencies or insufficiencies within the design documents, should they occur. These services may include communications with the Engineer-of-Record, equipment suppliers, or other third parties, and shall occur upon request from the Client.

## Exhibit 1

East Lake Sammamish Parkway – Phase 1B, NE 18<sup>th</sup> Place to 2200 Block, Roadway Improvements  
City of Sammamish, Federal Aid No. ARRA-1915(008)

### Subtask 8 – Change Order Resolution

- 8.1 Provide limited services for resolution of change order issues, consistent with the hours and staff members identified in EXHIBIT B. This effort shall include the following elements:

Upon receipt of Owner initiated change orders or unsolicited Contractor change order requests, the Consultant shall provide technical assistance and other services for resolving such changes. These services may include evaluating and negotiating change order, and ensuring the changes and change control process remain consistent with the contract documents and the requirements of funding agencies.

### Subtask 9 – Claims Support

No budget for Claims Support is currently assigned to the Consultant.

### Subtask 10 – Structural Engineering Support

- 10.1 Provide limited services for Structural Engineering Support, consistent with the hours and staff members identified in EXHIBIT B. This effort shall include the following elements:

As the Structural Engineer of Record, AECOM shall provide structural engineering services to answer RFI's, review submittals, and interpret the design requirements of the structural elements included in the project.

## III. CONSULTANT DELIVERABLES

- i. Preconstruction Meeting Agenda And Minutes
- ii. Inspector Daily Reports
- iii. Construction Photographs – 1 Set
- iv. Weekly Meeting Minutes
- v. Declaration of Substantial Completion
- vi. Monthly Contractor Pay Requests
- vii. Cost Projections
- viii. Punch-lists
- ix. Physical Completion Letter and Recommendation of Final Acceptance Letter
- x. Public Involvement Literature and Record of Public Comments
- xi. All Project Records at the Completion of the Contract, including Submittals, RFI's, Change Orders, Correspondence, etc.

## IV. ITEMS PROVIDED BY OTHERS TO THE CONSULTANT

- i. Field offices, office equipment, and furnishings will be provided by the Contractor for this Project as per the contract Special Provisions.
- ii. (3) Copies of the Project Construction Documents
- iii. Copies of Interagency Agreements
- iv. Copies of exiting utility mapping within the Project Boundaries
- v. Inclusion of the Consultant, by the Contractor, as additional insured during the course of construction in the event of theft, vandalism, or other incident(s) including 3rd party liability; and, the Contractor will include the Consultant as an indemnified party under its indemnity obligation in the contract with the Client.

## Exhibit 1

East Lake Sammamish Parkway -- Phase 1B, NE 18<sup>th</sup> Place to 2200 Block, Roadway Improvements  
City of Sammamish, Federal Aid No. ARRA-1915(008)

### V. SERVICES OF SUBCONSULTANTS

- i. Hong West will be providing laboratory and field testing services for earthwork and asphalt. A program of tests, typical for this work and consistent with WSDOT Standards, was assumed including: gradation, moisture-density, compaction, asphalt content, etc. Test reports shall be provided at the completion of all testing activities.
- ii. HBB will be providing on-call oversight of landscaping activities performed by the contractor. Following each field visit, the HBB representative shall provide a field report describing the activities observed and any deviations to the plans and specifications.
- iii. Civil design support during construction. We have provided an allowance of \$30,000 for civil design support during construction; this allowance shall be used for engineering services by the civil design engineer to support the project with interpretations of design intent, review of potential substitutions, and other services as required.
- iv. Geotechnical design support during construction. We have provided an allowance of \$20,000 for geotechnical design support during construction; this allowance shall be used for engineering services by the geotechnical engineer to support the project with interpretations of design intent, review of potential substitutions, and other services as required.

## **Exhibit C**

### **Electronic Exchange of Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
  - A. Survey Data
  - B. Roadway Design Files
  - C. Computer Aided Drafting Files
  - D. Specify the Agency's Right to Review Product with the Consultant
  - E. Specify the Electronic Deliverables to Be Provided to the Agency
  - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
  - A. Agency Software Suite
  - B. Electronic Messaging System
  - C. File Transfers Format

## Exhibit D-3 Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
  
2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
  
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

## Exhibit 1

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**Exhibit E-2**  
**Consultant Fee Determination - Summary Sheet**  
**(Specific Rates of Pay)**  
**Fee Schedule**

Discipline or Job Title	Hourly Rate	Overhead @ 1.631 %	Profit @ .3327 %	Rate Per Hour
Project Manager	75.03	122.37	24.96	222.37
Structural Engineer	52.41	85.48	17.44	155.33
Administration	33.37	54.43	11.10	98.90
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
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		0.00	0.00	0.00
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		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00

**Exhibit E-2**  
**Consultant Fee Determination - Summary Sheet**  
**(Specific Rates of Pay)**  
**Fee Schedule**

Discipline or Job Title	Hourly Rate	Overhead @ 1.218 %	Profit @ .3327 %	Rate Per Hour
Construction Manager	45.65	55.60	15.19	116.44
Inspector	45.02	54.83	14.98	114.83
Documentation Control	36.34	44.26	12.09	92.69
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
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		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00

Exhibit F  
Breakdown of Overhead Cost

**AECOM US**  
**SCHEDULE OF BURDEN, FRINGE AND OVERHEAD COSTS**  
**FY2009 PROJECTED OVERHEAD RATES**

	US HOME OFFICE	US FIELD OFFICE
<b>PAYROLL, BURDEN AND FRINGE</b>		
VACATION, SICK LEAVE & HOLIDAY	11.5%	11.5%
PAYROLL TAXES	8.4%	8.4%
WORKERS COMPENSATION	0.4%	0.4%
INCENTIVE COMPENSATION	4.3%	4.3%
GROUP INSURANCE	9.6%	9.6%
PENSION	3.2%	3.2%
STOCK MATCH	0.5%	0.5%
OTHER EMPLOYEE BENEFITS	0.6%	0.6%
<b>PAYROLL, BURDEN AND FRINGE</b>	<b>38.6%</b>	<b>38.6%</b>
<b>INDIRECT/OVERHEAD LABOR</b>		
	61.9%	48.4%
<b>INDIRECT/OVERHEAD NON LABOR</b>		
OFFICE RENT AND OCCUPANCY COSTS	18.0%	3.0%
OTHER BENEFITS	1.3%	1.3%
EQUIPMENT RENT AND LEASES	2.9%	0.5%
INSURANCE	4.0%	4.0%
OUTSIDE SERVICES	1.4%	0.0%
PROFESSIONAL SERVICES	3.3%	3.3%
BID & PROPOSAL	3.0%	0.1%
HOME OFFICE ALLOCATIONS	9.1%	9.1%
STATE/ LOCAL/OTHER TAXES	2.5%	2.5%
DEPRECIATION AND AMORTIZATION	4.0%	0.7%
OFFICE SUPPLIES	3.4%	0.6%
TRAVEL AND RELOCATION	5.1%	5.1%
COMMUNICATIONS	2.2%	2.2%
DUES/LICENSES/PUBLICATIONS/SERVICE CENTER	1.3%	1.3%
RECRUITING	0.7%	0.7%
BANK CHARGES/ MISCELLANEOUS	0.4%	0.4%
<b>INDIRECT/OVERHEAD NON LABOR</b>	<b>62.6%</b>	<b>34.8%</b>
<b>BURDEN, FRINGE AND OVERHEAD RATE</b>	<b>163.1%</b>	<b>121.8%</b>

## Exhibit G Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

i. \_\_\_\_\_ Hong West will be providing laboratory and field testing services for earthwork and asphalt. A program of tests, typical for this work and consistent with WSDOT Standards, was assumed including: gradation, moisture-density, compaction, asphalt content, etc. Test reports shall be provided at the completion of all testing activities. \_\_\_\_\_

ii. \_\_\_\_\_ HBB will be providing on-call oversight of landscaping activities performed by the contractor. Following each field visit, the HBB representative shall provide a field report describing the activities observed and any deviations to the plans and specifications. \_\_\_\_\_

iii. \_\_\_\_\_ Civil design support during construction [Perreet]. We have provided an allowance of \$30,000 for civil design support during construction; this allowance shall be used for engineering services by the civil design engineer to support the project with interpretations of design intent, review of potential substitutions, and other services as required. \_\_\_\_\_

iv. \_\_\_\_\_ Geotechnical design support during construction [GeoEngineers]. We have provided an allowance of \$20,000 for geotechnical design support during construction; this allowance shall be used for engineering services by the geotechnical engineer to support the project with interpretations of design intent, review of potential substitutions, and other services as required. \_\_\_\_\_

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**Exhibit G-2**  
**Pertect, Inc.**  
**Consultant Fee Determination - Summary Sheet**

**Project: ELSP Phase 1B Services During Construction**

**Client: Sammamish**

HOURLY COST					
Classification	Hours		Rate	=	Cost
Principal	0	x	\$212.76	=	\$0
Associate	88	x	\$173.15	=	\$15,237
Senior Project Manager	0	x	\$156.64	=	\$0
Sr. Professional Land Surveyor	0	x	\$135.59	=	\$0
Lead Engineer	0	x	\$126.72	=	\$0
Design Engineer III	0	x	\$121.34	=	\$0
Design Engineer II	104	x	\$100.95	=	\$10,499
Design Engineer I	0	x	\$78.68	=	\$0
Lead Tech/Designer	16	x	\$100.95	=	\$1,615
CADD Technician II	0	x	\$66.80	=	\$0
CADD Operator/ Drafter	0	x	\$0.00	=	\$0
Clerical	33	x	\$77.19	=	\$2,547
One Person Survey Crew	0	x	\$0.00	=	\$0
Two Person Survey Crew	0	x	\$0.00	=	\$0
Three Person Survey Crew	0	x	\$0.00	=	\$0
<b>TOTAL HOURLY COST</b>					<b>= \$29,898</b>

REIMBURSABLES:	
Printing @ .20 ea.	\$0
Xerox @ .10 ea.	\$0
Mileage @0.5	\$50
CADD Station @ \$10/hr	\$0
Traffic Modeling @ \$15/hr	\$0
Total Station \$ 100/day	\$0
GPS @ \$200/day	\$0
Misc.	\$0
<b>TOTAL REIMBURSABLE COST = \$50</b>	

**GRAND TOTAL:** = **\$29,948**

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.  
 Prepared By : P. De Boldt Date: January 11, 2010



## Exhibit 1

Exhibit G-3  
Breakdown of Subconsultants Overhead Cost

Hough Beck & Baird Inc.  
Overhead Schedule  
Fiscal Year December 31, 2007

Description	Accepted Amount	%
<b>Total Direct Labor</b>	<u>\$353,049</u>	100.00%
<b>Fringe Benefits</b>		
Bonuses	\$47,589	13.48%
Holiday Pay	15,474	4.38%
Vacation	46,172	13.08%
Sick Leave	10,310	2.92%
Payroll Taxes	63,119	17.88%
Corporate Taxes (1120)	0	0.00%
Pension Contributions	16,505	4.68%
Health Care Insurance	20,479	5.80%
Key Man Life Insurance	0	0.00%
<b>Total Fringe Benefits</b>	<u>\$219,648</u>	62.21%
<b>General Overhead</b>		
Indirect Salaries - Principals	\$79,035	22.39%
Indirect Salaries - Other	106,968	30.30%
Indirect Sal-prop (Emp)	17,919	5.08%
Indirect Sal-Prop (Pm)	59,622	16.89%
Consultants-Reimbursable	\$0	0.00%
Professional Development	672	0.19%
Professional Registration & Dues	1,450	0.41%
Rent	77,000	21.81%
Office Supplies/Periodicals	15,578	4.41%
Telephone/Communications	10,380	2.94%
Postage & Shipping	2,384	0.68%
Repairs & Maintenance	2,832	0.80%
Other Office Expense	3,489	0.99%
Legal	1,746	0.49%
Interest Expense	0	0.00%
Accounting/Audit/Tax Prep.	250	0.07%
Professional Liability Insurance	10,562	2.99%
Computer Consultants	11,599	3.29%
Other Ins. Premiums	3,342	0.95%
Misc. Taxes & Licenses	23,522	6.66%
Rainier Club Dues	0	0.00%
Automobile Expense	1,867	0.53%
Automobile Licensing	145	0.04%
Travel & Lodging	118	0.03%
Meals: Staff Meeting	1,473	0.42%
Meals: Staff Review Lunches/Business Meetings	386	0.11%
Mileage/Parking/Bus	6,869	1.95%
Reprints/Photos/Publications	244	0.07%
Public Relations/Contributions	0	0.00%
Office Functions/Events	300	0.08%
Advertising	0	0.00%
Depreciation	27,285	7.73%
<b>Total General Overhead</b>	<u>\$467,036</u>	132.29%
<b>Total Overhead Expenses</b>	<u>\$686,684</u>	194.50%
<b>Overhead Rate</b>	<u>194.50%</u>	

Exhibit G-3  
Perteet, Inc.



**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300

360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

October 6, 2009

Dwight Malott, Controller  
Perteet, Inc.  
2707 Colby Avenue, Ste 900  
Everett, WA 98201-3565

**RECEIVED**  
**OCT 12 2009**  
**Perteet, Inc.**

Re: Perteet, Inc. Overhead Schedule  
Fiscal Year End December 31, 2008

Dear Mr. Malott:

On October 6, 2008, as a WSDOT representative, Laura Julius, Audit Specialist, performed a desk review of your proposed FYE December 31, 2008, Overhead Schedule. Laura also completed an analytical review of information provided to her by your firm.

The reviewed data included, but was not limited to, the schedule of the indirect cost rate, a description of the company, and their accounting system and the basis for Perteet, Inc., accounting and indirect costs.

Based on our desk review, we are issuing this letter of concurrence establishing Perteet, Inc.'s overhead rate for the fiscal year ending December 31, 2008, at 166.90% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

If you or any representative of Perteet, Inc. have any questions, please contact Martha Roach, WSDOT Audit Office, ACA Manager at (360) 705-7006.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosure

cc: Steve McKerney  
Pasco Bakotich, MS 47329  
Rick Griffith, MS47323  
File

**Perteet, Inc.**  
**Overhead Schedule**  
**FYE December 31, 2008**

Classification	General Ledger	Perteet Adj.	Proposed Overhead Costs	WSDOT Adj.	Ref.	Accepted Costs	%
<b>Direct Labor Base</b>	<u>\$4,928,136</u>		<u>\$4,928,136</u>	<u>(\$49,195)</u>	O	<u>\$4,878,941</u>	
<b>Fringe Benefits</b>							
Payroll Taxes	\$755,031		\$755,031			\$755,031	15.48%
Insurance - Medical/Dental	582,626		582,626			582,626	11.94%
Vacation/Holiday/Sick Leave	984,301		984,301			984,301	20.17%
401K Employer Contribution	278,083		278,083			278,083	5.70%
Bonuses	310,775		310,775	(252,790)	R	57,985	1.19%
<b>Total Fringe Benefits</b>	<u>\$2,910,816</u>	<u>\$0</u>	<u>\$2,910,816</u>	<u>(\$252,790)</u>		<u>\$2,658,026</u>	<u>54.48%</u>
<b>General Overhead</b>							
G&A Wages	\$2,896,191		\$2,896,191	(\$5,432)	O	\$2,890,759	59.25%
Auto Expense	117,749	(10,323)	107,426		L	107,426	2.20%
Bank & Service Fees	20,990		20,990			20,990	0.43%
Communications	159,307		159,307			159,307	3.27%
Computer Expenses	182,473		182,473			182,473	3.74%
Conferences & Meetings	29,185		29,185			29,185	0.60%
Copier Expense	75,824		75,824			75,824	1.55%
Depreciation - Tax Basis	488,126		488,126			488,126	10.00%
Dues & Memberships	35,232	(5,357)	29,875		A	29,875	0.61%
Entertainment	16,154	(16,154)	0		E	0	0.00%
Golf Tournament	9,982	(9,982)	0		E	0	0.00%
Insurance	110,389		110,389			110,389	2.26%
Life Insurance	(3,041)	3,041	0		D	0	0.00%
Licenses & Fees	3,308		3,308			3,308	0.07%
Meals	36,861	(29,257)	7,604	(2,061)	F,S	5,543	0.11%
Miscellaneous	1,263		1,263	(112)	P	1,151	0.02%
Outside Services	31,236		31,236			31,236	0.64%
Postage & Delivery Services	11,134		11,134			11,134	0.23%
Professional Services	162,349	(500)	161,849	(30,540)	C,Q	131,309	2.69%
Recruiting	96,425		96,425			96,425	1.98%
Rent	781,166		781,166			781,166	16.01%
Repairs & Maintenance	4,469		4,469			4,469	0.09%
Reproduction	22,713	(1,529)	21,184		M	21,184	0.43%
Seminars & Training	51,093		51,093			51,093	1.05%
Special Event - 20th Anniversary	10,820	(10,820)	0		E	0	0.00%
Staff Functions	23,234	(13,378)	9,856		E	9,856	0.20%
Strategic Planning	1,244	(1,244)	0		F	0	0.00%
Subscriptions & Publications	8,169		8,169			8,169	0.17%
Supplies	108,767		108,767			108,767	2.23%

**Perteet, Inc.**  
**Overhead Schedule**  
**FYE December 31, 2008**

Classification	General Ledger	Perteet Adj.	Proposed Overhead Costs	WSDOT Adj.	Ref.	Accepted Costs	%
Travel & Lodging	65,308	(2,867)	62,441		B	62,441	1.28%
Advertising	10,085	(10,085)	0		G	0	0.00%
Bad Debt Expense	26,418	(26,418)	0		H	0	0.00%
Claims	150,000	(150,000)	0		N	0	0.00%
Contributions	28,525	(28,525)	0		I	0	0.00%
Gifts	274	(274)	0		K	0	0.00%
Interest	32,530	(32,530)	0		J	0	0.00%
Sponsorships	11,577	(11,577)	0		G	0	0.00%
Taxes - Business & Property	349,995		349,995			349,995	7.17%
Tax - Depreciation Assets Delete	2,373		2,373			2,373	0.05%
Less: Offsets for Direct Costs	(288,826)		(288,826)			(288,826)	-5.92%
<b>Total General Overhead</b>	<u>\$5,881,071</u>	<u>(\$357,779)</u>	<u>\$5,523,292</u>	<u>(\$38,145)</u>		<u>\$5,485,147</u>	<u>112.42%</u>
<b>Total Overhead Expenses</b>	<u>\$8,791,887</u>	<u>(\$357,779)</u>	<u>\$8,434,108</u>	<u>(\$290,935)</u>		<u>\$8,143,173</u>	<u>166.90%</u>
<b>Overhead Rate</b>	178.40%		171.14%			<u><u>166.90%</u></u>	

*Perteet, Inc. - Overhead Schedule Reviewed & Reviewed and Accepted 10/06/09 LJ*  
*Overhead rate still subject to WSDOT audit*

**References****Perteet Adjustments:**

*Per the CPA firm Clark Nuber, the financial statements were audited in accordance with Generally Accepted Auditing Standards*

- A Lobbying costs unallowable per 48 CFR 31.205-22.
- B Lodging costs in excess of allowable per diem rate unallowable per 48 CFR 31.205-46(a)(2)(i) and WSDOT Accounting Manual M13-82, Chapter 10 Travel.
- C Federal income tax preparation fees in excess (\$500) of \$250 unallowable per WSDOT OH Policy.
- D Key Person Life Insurance unallowable per 48 CFR 31.205-19(a)(2)(vi).
- E Entertainment costs unallowable per 48 CFR 31.205-14. Holiday party costs over \$25 per attending employee unallowable per WSDOT Overhead Policy and 48 CFR 31.201.3
- F Local Meals unallowable per 48 CFR 31.205-46(a)(2)(i) and WSDOT Accounting Manual M13-82, Chapter 10 Travel
- G Advertising & Promotional costs unallowable per 48 CFR 31.205-1(f). Entertainment unallowable per 48 CFR 31.205-14.
- H Bad Debt unallowable per 48 CFR 31.205-3.
- I Contributions unallowable per 48 CFR 31.205-8.
- J Interest unallowable per 48 CFR 31.205-20.
- K Gifts unallowable per 48 CFR 31.205-13(b).
- L Personal commute costs unallowable per 48 CFR 31.205-6(m)(2).
- M Printing & Mailing costs related to Valentine's unallowable per 48 CFR 31.205-14.
- N Direct Project costs unallowable per 48 CFR 31.202(a).

**Perteet, Inc.**  
**Overhead Schedule**  
**FYE December 31, 2008**

Classification	General Ledger	Perteet Adj.	Proposed Overhead Costs	WSDOT Adj.	Ref.	Accepted Costs	%
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**WSDOT Adjustments:**

- O Overtime Premium unallowable per 48 CFR 22.103-1, 22.103-4(g) and WSDOT OH Policy.
- P Fines & Penalties unallowable per 48 CFR 31.205-15(a).
- Q Settlement and Attorney costs unallowable per 48 CFR 31.205-47, 31.201-6.
- R Distribution of profits, \$252,790, unallowable per 48 CFR 31.205-6(a)(6)(ii)(B). Deferred compensation, \$8,840, unallowable per 48 CFR 31.205-6(k)(2).
- S Directly Associated Project costs unallowable per 48 CFR 31.202(a) & 31.201-6, Marketing costs unallowable per 48 CFR 31.205-1 & 31.201-6, and Entertainment costs unallowable per 48 CFR 31.205-14.

## Exhibit 1

**GeoEngineers, Inc.**  
**Overhead Schedule**  
**Fiscal Year December 31, 2008**

Description	Financial Statement Amount	Geo Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
<b>Direct Labor Base</b>	<u>\$13,233,246</u>	(\$101,521)		A	<u>\$13,131,725</u>	100.00%
<b>Fringe Benefits</b>						
Payroll Taxes	\$2,137,991	(\$225,210)		B	\$1,912,781	14.57%
Group Insurance	\$2,586,725				\$2,586,725	19.70%
Worker's Compensation	\$205,097				\$205,097	1.56%
Vacation, Holiday and Sick	\$3,058,764				\$3,058,764	23.29%
401(k)	\$798,702				\$798,702	6.08%
Bonuses	\$2,388,856		(\$2,324,258)	V*	\$64,598	0.49%
<b>Total Fringe Benefits</b>	<u>\$11,176,135</u>	<u>(\$225,210)</u>	<u>(\$2,324,258)</u>		<u>\$8,626,667</u>	<u>65.69%</u>
<b>General Overhead</b>						
Non-Billable Labor	\$9,876,645	(\$769,570)	\$307,472	A,B,R,U	\$9,414,547	71.69%
Proposal Labor	\$0		\$979,646	U	\$979,646	7.46%
Variance Account	\$0		(\$1,287,118)	R	(\$1,287,118)	-9.80%
Office Rent & Maintenance	\$2,950,188	(\$64,242)		C	\$2,885,946	21.98%
Telecommunications	\$491,532	(\$264)		A	\$491,268	3.74%
Taxes	\$775,515	(\$25,038)		D	\$750,477	5.71%
Stationary and Supplies	\$420,970	(\$35,853)		B,Q	\$385,117	2.93%
Administrative Travel	\$758,623	(\$9,619)	(\$163,760)	B,T	\$585,244	4.46%
Professional Dues, Meetings & Licenses	\$419,287	(\$36,271)		B	\$383,016	2.92%
Depreciation	\$1,444,640	\$6,779		F	\$1,451,419	11.05%
Equipment Rental & Maintenance	\$518,021				\$518,021	3.94%
Bad Debt	\$90,920	(\$90,920)		G	\$0	0.00%
Professional Consultants	\$744,900	(\$20,492)	(\$123,406)	B,H,S	\$601,002	4.58%
Business Development/ Marketing						
Proposals	\$700,852	(\$510,768)		B	\$190,084	1.45%
Field and Laboratory Supplies	(\$203,059)	\$443,626		I	\$240,567	1.83%
Insurance	\$1,016,655	(\$358,240)		J	\$658,415	5.01%
Computer Maintenance and Software	\$1,087,276				\$1,087,276	8.28%
Recruiting and Relocation	\$640,540	(\$299,456)		P	\$341,084	2.60%
Amortization of Goodwill	\$287,667	(\$287,667)		M	\$0	0.00%
Contributions	\$30,740	(\$30,740)		N	\$0	0.00%
Fines/Penalties/Unallowable	\$22,161	(\$22,161)		O	\$0	0.00%
Computer Technology offset	(\$1,668,277)	\$1,668,277		L	\$0	0.00%
Organizational/Acquisition Costs	\$0		(\$64,140)	W	(\$64,140)	-0.49%
<b>Total General Overhead</b>	<u>\$20,405,796</u>	<u>(\$442,619)</u>	<u>(\$351,306)</u>		<u>\$19,611,871</u>	<u>149.35%</u>
<b>Total Fringe &amp; General Overhead</b>	<u>\$31,581,931</u>	<u>(\$667,829)</u>	<u>(\$2,675,564)</u>		<u>\$28,238,538</u>	<u>215.04%</u>
<b>Overhead Rate (Less FCCM)</b>	238.66%				<u>215.04%</u>	
Facilities Capital Cost of Money	\$0	\$198,808		K	\$198,808	1.51%
					<u>\$28,437,346</u>	
<b>Overhead Rate (Includes FCCM)</b>					<u>216.55%</u>	

**GeoEngineers, Inc.**  
**Overhead Schedule**  
**Fiscal Year December 31, 2008**

Description	Financial Statement Amount	Geo Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
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*GeoEngineers Inc. - Reviewed & Accepted on 9/15/09 NM  
 "Overhead Rate still subject to WSDOT Audit"*

*\*We disallowed all bonuses for GeoEngineers with the exception of the drilling bonus totaling \$5,725.05 and spot bonuses totaling \$58,873.16. These were allowable per their written agreements. GeoEngineers has no written bonus policy for any other performance bonuses. In the future, if GeoEngineers provides written bonus policies for any performance based bonuses we will review their allowability at that time.*

**References****GeoEngineers Adjustments:****GeoEngineers Overhead Reviewed by Sweeney & Conrad, P.S., CPA's**

- A Overtime Premium totaling \$40,993.00 for Indirect Labor and \$101,521 for Direct Labor unallowable per 48 CFR 22.103-1, 22.103-4(g) & WSDOT Overtime Policy.
- B Marketing costs unallowable per 48 CFR 31.205-1(f) & AASHTO Audit Guide Pg. 5-1 and 5-9.
- C Common Control Adjustment per 48 CFR 31.205-36(b)(3).
- D State Income Taxes unallowable per 48 CFR 31.205-41(b)(1).
- E Meals unallowable per 48 CFR 31.205-14 & WSDOT Accounting Manual M13-82, Ch. 10 Travel.
- F Loss on sale of equipment allowable per 48 CFR 31.205-16(a)(f)(1).
- G Bad Debts unallowable per 48 CFR 31.205-3 & AASHTO Audit Guide, Pg. 5-2.
- H Income Tax Prep fees in excess of \$250 unallowable per 48 CFR 31.205-41(b)(1), 31.201-6(a) & WSDOT Policy.
- I Offset for field equipment charged to projects added back to overhead because not permitted as direct expense.
- J Key Person Insurance unallowable per 48 CFR 31.205-19(e)(2)(v).
- K Adjustment for Facilities Capital Cost of Money per 48 CFR 15.404-4 c(3).
- L Credit for computer technology added back to overhead because not permitted as direct expense.
- M Goodwill unallowable per 48 CFR 31.205-49.
- N Contributions unallowable per 48 CFR 31.205-8.
- O Penalties unallowable per 48 CFR 31.205-15(a).
- P Recruitment costs unallowable per 48 CFR 31.205-34.
- Q Material Costs unallowable per 48 CFR 31.205-26.

**WSDOT Adjustments:**

- R Uncompensated overtime re-classified to it's own line item for clarity.
- S Legal fees related to defense of claims, acquisition and collection costs unallowable per 48 CFR 31.205-3, 31.207-27(a) & 31.205-47(f)(2) & 31.205-47(i)(5).
- T Auto Allowances totaling \$155,875 and personal use of company vehicles totaling \$7,885.44 unallowable per 48 CFR 31.205-6(m)(2).
- U Proposal Labor re-classified to it's own line item for clarity.
- V Bonuses unallowable per 48 CFR 31.205-6(f) & WSDOT Bonus Policy. The types of bonuses removed were Incentive, Referral, Resigning, Signing, Stock, WCCS, Annual Performance, Munager, Severance, bonus for David Winder

## Exhibit H Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

## Exhibit 1

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

#### Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

#### Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

#### Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

#### Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

## Exhibit 1

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

### Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## **Exhibit K**

### **Consultant Claim Procedures**

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

#### Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

#### Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

## Exhibit 1

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

**Exhibit L**  
**(To Be UsEd Only If Insurance Requirements Are Increased)**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ \_\_\_\_\_.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ \_\_\_\_\_.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

**Exhibit M-1(a)**  
**Certification Of Consultant**

Project No. \_\_\_\_\_  
Local Agency \_\_\_\_\_

I hereby certify that I am \_\_\_\_\_ and duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_ and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of \_\_\_\_\_,  
Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an  
express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or  
consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of  
Transportation and the Federal Highway Administration, U.S. Department of Transportation, in  
connection with this AGREEMENT involving participation of Federal-aid highway funds, and is  
subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit M-2**  
**Certification Regarding Debarment, Suspension, and Other Responsibility**  
**Matters-Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
  - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant

**Exhibit M-3**  
**Certification Regarding The Restrictions**  
**of The use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) President or Authorized Official of Consultant

**Exhibit M-4**  
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of \_\_\_\_\_ \* are accurate, complete, and current as of \_\_\_\_\_ \*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of Execution\*\*\* \_\_\_\_\_

\* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.





## CITY COUNCIL AGENDA BILL

---

**Subject:**  
SE 20<sup>th</sup> Street Non-Motorized Improvements  
On-Call Engineering Services during Construction

**Meeting Date:** January 19, 2010

**Date Submitted:** January 13, 2010

**Originating Department:** Public Works

**Action Required:**  
Authorize the City Manager to execute a Supplemental Agreement with the Transpo Group, Inc for on-call engineering service during construction

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

**Exhibits:**  
1. Supplemental Agreement #1 to Contract C2008-164

---

**Budgeted Amount:** Money for this supplemental agreement is contained within the adopted budget for 2010. The money is budgeted in the Non-Motorized Transportation Improvement Program and contains a total of \$3,000,000.00 appropriated to the SE 20<sup>th</sup> Street: 228<sup>th</sup> Ave SE to 212<sup>th</sup> Ave SE Non-Motorized Improvement Project (340-404-595-62-63-00).

---

### Summary Statement:

This supplemental agreement will provide the on-call engineering services during construction of the non-motorized facilities along SE 20<sup>th</sup> Street from 212<sup>th</sup> Avenue SE to 228<sup>th</sup> Avenue SE. The Consultant will assist City staff in responding to contractor requests for information (RFI's), change orders, and design changes that may arise during construction.

### Background:

On October 7, 2008, Council authorized a contract with the Transpo Group, Inc. for engineering design services on the SE 20<sup>th</sup> Street Non-motorized Improvement project. The contract authorization was \$300,000. On December 1, 2009, Council authorized a contract for \$1,556,715.82 with Premium Construction Group, Inc. to proceed with

construction of the SE 20<sup>th</sup> Street Non-motorized Improvement project. Staff anticipates a Notice to Proceed with construction in April 2010. Although construction management and oversight will be provided by City staff, this contract agreement will provide assistance to City staff in responding to engineering design issues that may arise during construction.

**Financial Impact:**

The proposed supplemental agreement cost of \$46,000 is budgeted within the Non-Motorized Transportation Improvement Program which contains a total of \$3,000,000.00 appropriated to the SE 20<sup>th</sup> Street Non-motorized Improvement project.

**Recommended Motion:**

Authorize the City Manager to execute the attached supplemental agreement #1 to contract C2008-164 for on-call engineering services during construction with the Transpo Group, Inc. in the amount of \$46,000 for services on the SE 20<sup>th</sup> Street Non-motorized Improvement Project.



## SUPPLEMENTAL AGREEMENT

Amendment Number: One	Date: <b>January 19, 2010</b>
Project: <b>SE 20<sup>th</sup> Street Non-Motorized Improvement Project</b>	City Project number: N/A
Consultant: <b>The Transpo Group, Inc</b>	Contract Number: <b>C2008-164</b>

The City of Sammamish desires to amend the contract agreement with the Transpo Group, Inc. for engineering services during construction of the SE 20<sup>th</sup> Street Non-motorized Improvement Project.

The changes to this agreement are regarding the contract duration and scope of work, described as follows.

Revise the Duration of Agreement:

- **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2010, unless sooner terminated under the provisions of the Agreement.

Add the following to Exhibit A - Scope of Services:

The CONSULTANT agrees to perform the below on-call engineering services during construction of the SE 20<sup>th</sup> St Non-Motorized Improvement Project. Services shall be completed as per a specific Task Order approved by the CITY and invoiced in a manner to allow related costs to be identified.

1. Requests for information (RFIs). Provide technical interpretations of the drawings, specifications, and contract documents, and evaluate requested deviations from the approved design or specifications.
2. Change orders. Develop minor change orders and provide technical assistance to negotiate the change orders.
3. Participate in investigations, meetings, and negotiations with the CITY's contractor, Premium Construction, involving claims and legal complaints, or a significant amount of defective or rejected work.
4. Additional services resulting from changes in scope or design of the project. Changes include, but are not limited to, changes in size, complexity, the schedule, character of construction, or method of financing.

Exhibit 1

5. Prepare additional copies of approved drawings, specifications, and other contract documents, as requested by the CITY.
6. Respond to telephone inquiries from CITY as necessary.
7. Meet with CITY to discuss project as necessary.
8. Prepare as-built drawings in Autocad. Provide printed mylars and electronic CD of as-built drawings. The City shall provide record drawings to the CONSULTANT consistent with Special Provision 1-05.3(1) of the contract specifications with the CITY's contractor, Premium Construction.

CONSULTANT will be paid on a time and materials basis in accordance with the rates presented in Exhibit D.

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

Authorization of Work

Work requested by the CITY shall be issued in writing. The request by the CITY should include the following information, which may be furnished in coordination with the CONSULTANT:

1. Task Order title (project name)
2. Technical approach to the task (if complex enough to require this)
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

All of the above items may be brief, but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
\$ 300,000	\$ 46,000	\$ 46,000	\$ 346,000
 _____ (consultant name)		Approved: _____ City of Sammamish	
_____ Date		_____ Date	



## CITY COUNCIL AGENDA BILL

---

**Subject:**

Contract Agreement with the State of Washington  
Public Works Board to accept grant funding from the  
Urban Vitality Program for the city's SE 20<sup>th</sup> Street  
Non-Motorized Improvements

**Meeting Date:** January 19, 2010**Date Submitted:** January 13, 2010**Originating Department:** Public Works**Action Required:**

Authorize the City Manager to execute a Capital  
Agreement with the Public Works Board to accept  
grant funding from the Urban Vitality program

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

1. Capital Agreement between City of  
Sammamish and Public Works Board  
Contract # UV09-951-098

---

**Budgeted Amount:** There is \$1,000,000 in revenue budgeted in the 2010 Transportation CIP Fund

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**Summary Statement:**

The City of Sammamish is required to enter into a contract Capital Agreement with the Public Works Board in order to accept the previously awarded grant funds for the SE 20<sup>th</sup> Street Non-Motorized Improvement project.

**Background:**

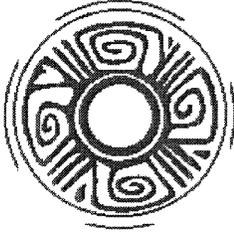
In September 2009 the City submitted a grant application for the Urban Vitality Grant program administered by the Public Works Board. The City of Sammamish was successfully awarded up to \$1,035,625 for our SE 20<sup>th</sup> Street Non-Motorized Improvement Project. This funding was granted through an intensely-competitive evaluation process.

**Financial Impact:**

The grant funding will reimburse 41% of actual construction costs up to \$1,035,625.

**Recommended Motion:**

Authorize the City Manager to execute the attached contract Capital Agreement with the Public Works Board to accept the Urban Vitality Grant Funding allocated for SE 20<sup>th</sup> Street Non-Motorized Improvements.



**Washington State  
Public Works Board**

906 Columbia Street SW  
Post Office Box 48319  
Olympia, Washington 98504-8319  
(360) 725-3150  
www.pwb.wa.gov

---

**Capital Agreement between:**

**City of Sammamish**

and

**Public Works Board**

**For:**

Project Name: **SE 20th Street Non-motorized Improvements**

Contract Number: **UV09-951-098**

Project Type: **2009-2011 Washington State Capital Budget  
Urban Vitality Grant Program**

**Execution/Start Date:** \_\_\_\_\_ Date of Contract Execution \_\_\_\_\_



**Department of Commerce**

Innovation is in our nature.

## TABLE OF CONTENTS

---

<b>CONTRACT FACE SHEET .....</b>	<b>1</b>
<b>CONTRACT TERMS AND CONDITIONS .....</b>	<b>2</b>
<b>Part 1. SPECIAL TERMS AND CONDITIONS.....</b>	<b>2</b>
1.1. DEFINITIONS.....	2
1.2. AUTHORITY.....	2
1.3. PURPOSE.....	2
1.4. ORDER OF PRECEDENCE .....	2
1.5. GRANT AMOUNT .....	2
1.6. TIME OF PERFORMANCE.....	3
1.7. CERTIFICATION OF FUNDS AND LOCAL SHARE FUNDING REQUIREMENTS.....	3
1.8. MODIFICATION TO THE PROJECT COSTS .....	3
1.9. PROJECT EXPENDITURES ELIGIBLE FOR REIMBURSEMENT .....	3
1.10. BILLING PROCEDURES AND PAYMENT .....	4
1.11. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT .....	5
1.12. HISTORICAL AND CULTURAL ARTIFACTS.....	5
1.13. REPORTS.....	6
1.14. EVALUATION AND MONITORING .....	6
1.15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES.....	6
1.16. CHANGE OF OWNERSHIP OR USE FOR CONTRACTOR-OWNED PROPERTY.....	7
1.17. CHANGE OF USE FOR LEASED PROPERTY.....	7
1.18. SIGNAGE, MARKERS, AND PUBLICATIONS.....	7
1.19. PREVAILING WAGE LAW.....	7
1.20. INSURANCE .....	7
1.21. RECAPTURE PROVISION .....	8
1.22. REDUCTION IN FUNDS.....	8
1.23. REAPPROPRIATION.....	8
<b>Part 2. GENERAL TERMS AND CONDITIONS.....</b>	<b>9</b>
2.1. DEFINITIONS.....	9
2.2. ALLOWABLE COSTS .....	9
2.3. ALL WRITINGS CONTAINED HEREIN .....	9
2.4. AMENDMENTS.....	9
2.5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35.....	9
2.6. APPROVAL.....	9
2.7. ASSIGNMENT.....	9
2.8. ATTORNEYS' FEES.....	10
2.9. AUDIT.....	10
2.10. CODE REQUIREMENTS.....	11
2.11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION.....	11
2.12. CONFORMANCE.....	12
2.13. COPYRIGHT PROVISIONS .....	12
2.14. DISALLOWED COSTS .....	12
2.15. DISPUTES .....	12
2.16. DUPLICATE PAYMENT.....	13

2.17. ETHICS/CONFLICTS OF INTEREST .....	13
2.18. GOVERNING LAW AND VENUE .....	13
2.19. INDEMNIFICATION .....	13
2.20. INDEPENDENT CAPACITY OF THE CONTRACTOR.....	13
2.21. INDUSTRIAL INSURANCE COVERAGE .....	14
2.22. LAWS .....	14
2.23. LICENSING, ACCREDITATION AND REGISTRATION.....	14
2.24. LIMITATION OF AUTHORITY .....	14
2.25. LOCAL PUBLIC TRANSPORTATION COORDINATION .....	14
2.26. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS.....	15
2.27. POLITICAL ACTIVITIES .....	15
2.28. PREVAILING WAGE LAW.....	15
2.29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION .....	15
2.30. PUBLICITY .....	15
2.31. RECAPTURE .....	15
2.32. RECORDS MAINTENANCE .....	15
2.33. REGISTRATION WITH DEPARTMENT OF REVENUE.....	16
2.34. RIGHT OF INSPECTION .....	16
2.35. SAVINGS .....	16
2.36. SEVERABILITY.....	16
2.37. SURVIVAL.....	16
2.38. TAXES.....	16
2.39. TERMINATION FOR CAUSE / SUSPENSION.....	16
2.40. TERMINATION FOR CONVENIENCE .....	17
2.41. TERMINATION PROCEDURES .....	17
2.42. WAIVER .....	17
<b>ATTACHMENT I: PROJECT SCOPE OF WORK .....</b>	<b>18</b>
<b>ATTACHMENT II: CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT.....</b>	<b>19</b>
<b>ATTACHMENT III: ESTIMATED PROJECT COSTS .....</b>	<b>21</b>
<b>ATTACHMENT IV: CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES .....</b>	<b>22</b>
<b>ATTACHMENT V: CERTIFICATION OF THE INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS .....</b>	<b>23</b>

## CONTRACT FACE SHEET

**Contract Number: UV09-951-098**

**Washington State Department of Commerce  
PUBLIC WORKS BOARD  
2009-2011 URBAN VITALITY GRANT PROGRAM**

<b>1. Contractor</b> City of Sammamish 801 228th Ave SE Sammamish, WA 98075		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Laura Philpot 801 228th Ave SE Sammamish, WA 98075		<b>4. Public Works Board Representative</b> Isaac Huang, Special Programs Manager, Public Works Board PO Box 48319, Olympia, WA 98504-8319 Clare Billings, Managing Director, Contracts Administration Unit PO Box 42525, Olympia, WA 98504-2525	
<b>5. Contract Amount</b>  \$1,035,625.00	<b>6. Funding Source</b>  Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Contract Start Date</b>  Contract Execution Date	<b>8. Contract End Date</b>  24 months from Contract execution (provided that funds are reappropriated into the 2011-2013 biennium)
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency</b> N/A	
<b>CFDA Number</b> N/A		<b>10. Tax ID #</b> 01691053	
<b>11. SWV #</b>		<b>12. UBI #</b>	
<b>13. DUNS #</b>		<b>14. Contract Purpose</b> The Board and the Contractor have entered into this Contract to undertake an Urban Vitality Grant Program project that furthers the goals and objectives of Washington State, as indicated in the Engrossed Substitute House Bill 1216, Section 1050 (4), enacted on May 15, 2009.	
The Board, defined as the Washington State Public Works Board, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including ATTACHMENT I: PROJECT SCOPE OF WORK; ATTACHMENT II: CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT; ATTACHMENT III: ESTIMATED PROJECT COSTS; ATTACHMENT IV: CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES; and ATTACHMENT V: CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS.			
<b>FOR THE CONTRACTOR</b>  _____ Signature  _____ Print Name  _____ Title  _____ Date		<b>FOR THE PUBLIC WORKS BOARD</b>  _____ John LaRocque, Executive Director  _____ Date  <b>APPROVED AS TO FORM ONLY</b> This 7 <sup>th</sup> Day of December, 2009 _____ Rob McKenna Attorney General  _____ Signature on File Kathryn Wyatt Assistant Attorney General	

## CONTRACT TERMS AND CONDITIONS

---

### PUBLIC WORKS BOARD 2009-2011 URBAN VITALITY GRANT PROGRAM

#### Part 1. SPECIAL TERMS AND CONDITIONS

##### 1.1. DEFINITIONS

As used throughout this 2009-2011 Urban Vitality Grant Program Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this 2009-2011 Urban Vitality Grant Program Contract.
- B. "Contractor" shall mean the entity identified on the Contract Face Sheet performing service(s) under this Contract and who is a party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.

##### 1.2. AUTHORITY

Acting under the authority of Chapter 43.155 RCW, the Board has awarded the Contractor a 2009-2011 Urban Vitality public works grant for a local government serving high density urban communities. The Engrossed Substitute House Bill 1216, Section 1050 (4), enacted on May 15, 2009, made an appropriation to support a Temporary Public Works Board Grant Program and directed the Board to administer those funds.

##### 1.3. PURPOSE

The Board and the Contractor have entered into this Contract to undertake an Urban Vitality Grant Program project that furthers the goals and objectives of Washington State. The project will be undertaken by the Contractor and will include the activities identified in ATTACHMENT I: PROJECT SCOPE OF WORK. The project must be undertaken in accordance with the Contract terms and conditions, and all applicable state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

##### 1.4. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and State of Washington statutes and regulations.
- B. Special Terms and Conditions including all the attachments.
- C. General Terms and Conditions.

##### 1.5. GRANT AMOUNT

The Board shall pay an amount not to exceed the awarded grant amount of **\$1,035,625.00** for the eligible costs necessary for or incidental to the performance of work as set forth in ATTACHMENT I: PROJECT SCOPE OF WORK.

**1.6. TIME OF PERFORMANCE**

The Contractor shall begin the activities identified within ATTACHMENT I: PROJECT SCOPE OF WORK no later than **two (2) months** after the date of Contract execution. No later than **twelve (12) months** after the date of Contract execution the Contractor must begin the construction. No later than **twenty-four (24) months** after the date of Contract execution the Contractor must reach project completion. Project completion is reached when all activities identified in ATTACHMENT I: PROJECT SCOPE OF WORK are complete.

Failure to meet Time of Performance shall constitute default under this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the Board extend the deadline for project completion.

**1.7. CERTIFICATION OF FUNDS AND LOCAL SHARE FUNDING REQUIREMENTS**

The Contractor must have secured full project funding at the time of Contract execution. The release of grant funds under this Contract is contingent upon the Contractor certifying that it has expended or has access to funds from other sources as set forth in ATTACHMENT II: CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT to complete all the project activities identified in ATTACHMENT I: PROJECT SCOPE OF WORK.

This grant program requires the Contractor to provide local share funding for a minimum of ten percent (10%) of the total project cost. The Contractor pledges to use an amount of local funds as local project share of not less than **59.90%** of the total project cost as submitted by the Contractor in the grant application. The local share must not be funded by state grants, state loans, federal grants, or national foundations funds. The amount of the local share funds will be verified again at project completion and must be equal to the percent share of **59.90%** as pledged in the grant application. Only expenditures made on or after July 1, 2009, may be used as match for local project share.

The Contractor shall maintain records sufficient to evidence that it has access to or has expended funds from such sources, and shall make such records available for the Board's review upon reasonable request.

**1.8. MODIFICATION TO THE PROJECT COSTS**

Notwithstanding any other provision of this Contract, the Contractor may, at its discretion, make modifications not to exceed fifteen percent (15%) of each cost category item in the ATTACHMENT III: ESTIMATED PROJECT COSTS.

The Contractor shall notify the Board in writing when making any budget modifications that would exceed fifteen percent (15%) of any cost category line item as identified in ATTACHMENT III: ESTIMATED PROJECT COSTS. Nothing in this section shall be construed to permit an increase in the amount of grant funds under this program available for the project, as set forth in Section 1.5 of this Contract.

**1.9. PROJECT EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

Payments to the Contractor shall be made on a reimbursement basis only. For the purposes of this Contract, eligible costs shall be construed to mean costs incurred and paid, or costs incurred and payable within thirty (30) days. Only costs that have been incurred on or after **July 1, 2009**, and which are not counted as local share, are eligible for reimbursement under this Contract.

Eligible project costs must consist of expenditures eligible under WAC 399-30-030(3) and be related only to the project activities identified in ATTACHMENT I: PROJECT SCOPE OF WORK.

#### 1.10. **BILLING PROCEDURES AND PAYMENT**

The Board shall reimburse the Contractor for eligible project expenditures up to the maximum grant amount under this Contract, as identified in Section 1.5. When requesting reimbursement for costs incurred or expenditures made, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the ATTACHMENT I: PROJECT SCOPE OF WORK project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The Board will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and the Project Status Report, the Board shall promptly remit a warrant to the Contractor.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides proof of compliance with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever applies to this project, as described in Section 1.12.

A sum of ten percent (10%) of the grant amount will be retained until all project activities as identified in ATTACHMENT I: PROJECT SCOPE OF WORK are complete and a Certified Project Completion Report is completed and submitted by the Contractor, as described in Section 1.11.

The Contractor shall submit all Invoice Vouchers and all required documentation to:

Contracts Administration Unit  
Department of Commerce  
PO Box 42525  
Olympia, WA 98504-2525

The Board will pay the Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Board not more often than monthly.

Payment shall be considered timely if made by the Board within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Board.

Duplication of Billed Costs. The Contractor shall not bill the Board for services performed under this Contract, and the Board shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**1.11. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT**

The Contractor shall complete a Certified Project Completion Report when activities identified in ATTACHMENT I: PROJECT SCOPE OF WORK are complete. The Board will supply the Contractor with the Certified Project Completion Report forms upon request.

The Contractor shall provide the following information to the Board:

- A. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in ATTACHMENT I: PROJECT SCOPE OF WORK.
- B. A certified statement that the project, as described in ATTACHMENT I: PROJECT SCOPE OF WORK, is complete and, if applicable, meets required standards.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.

The amount of the local share funds at project completion must be equal to the percent share of **59.90%** as pledged in the grant application.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the grant amount including the ten percent (10%) retainage, as described in Section 1.10. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in ATTACHMENT I: PROJECT SCOPE OF WORK and the Board's receipt of the Certified Project Completion Report.

**1.12. HISTORICAL AND CULTURAL ARTIFACTS**

Governor's Executive Order 05-05 requirements must be fully met prior to commencing construction. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the Board and the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of Contractor's project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless Contractor is proceeding under an approved historical and cultural artifacts monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to ATTACHMENT I: PROJECT SCOPE OF WORK.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and

Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Contractors such as Native American Tribes that are exempt from Governor's Executive Order 05-05 requirements must show proof of exemption and must demonstrate that they have coordinated with their Tribal Historic Preservation Office for impacts to above- and below-ground resources.

Contractor agrees to furnish to the Board copies of any monitoring plan or agreement arising from Contractor's coordination and consultation with DAHP or any affected tribe(s).

Completion of the Section 106 of the National Historic Preservation Act may substitute for completion of Governor's Executive Order 05-05, if the project involves federal funding or permitting.

Failure by Contractor to fully comply with the requirements set forth in this provision to the satisfaction of the Board shall result in a suspension of cost reimbursements or termination of this Contract if not timely cured.

In the event that the Contractor finds it necessary to amend ATTACHMENT I: PROJECT SCOPE OF WORK, the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever applies to this project.

#### **1.13. REPORTS**

The Contractor shall furnish the Board with Project Status Reports when submitting Invoice Vouchers (as described in Section 1.10), Quarterly Project Reports at the end of each quarter, a Certified Project Completion Report at project completion (as described in Section 1.11), and other reports as the Board may require. Failure to file reports as requested may result in termination of this Contract.

#### **1.14. EVALUATION AND MONITORING**

The Contractor shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the Board, including site inspections, if necessary.

The Contractor may be asked by the Board to provide photographs, either hard copy or electronically, which visually depict the progress made on the project.

The Board or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Contract. Such rights last for six (6) years from the date final payment is made hereunder.

#### **1.15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

The Board makes no claim to any real property improved or constructed with funds awarded under this Contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Contract. This provision does not extend to claims that the Board may bring against the Contractor in recapturing funds expended in violation of this Contract.

**1.16. CHANGE OF OWNERSHIP OR USE FOR CONTRACTOR-OWNED PROPERTY**

The Contractor understands and agrees that any or all assets acquired, constructed, or otherwise improved by the Contractor using the funds under this Contract shall be held and used by the Contractor for the purposes stated in ATTACHMENT I: PROJECT SCOPE OF WORK for a period of at least ten (10) years from the date the final payment is made.

For a period of at least ten (10) years from the date the final payment is made, in the event that the Contractor decides to change or transfer ownership of any or all assets acquired, constructed, or otherwise improved by the Contractor using the funds under this Contract, the Contractor agrees that any such decision or action must be submitted in writing and approved by the Board in writing at least thirty (30) days prior to the execution of such decision or action.

In the event the Contractor is found to be out of compliance with this section, the Contractor shall repay the principal amount of the grant as stated in Section 1.5, plus interest calculated at the rate of interest on State of Washington general obligation bonds issued most closely to the effective date of the legislation in which this grant program asset was authorized. Repayment shall be made pursuant to Section 1.21. Recapture Provision.

**1.17. CHANGE OF USE FOR LEASED PROPERTY**

The Contractor understands and agrees that any facility leased by the Contractor that is constructed, renovated, or otherwise improved using state funds under this Contract shall be used by the Contractor for the purposes stated in ATTACHMENT I: PROJECT SCOPE OF WORK for a period of at least ten (10) years from the date the final payment is made.

In the event the Contractor is found to be out of compliance with this section, the Contractor shall repay the principal amount of the grant as stated in Section 1.5, plus interest calculated at the rate of interest on State of Washington general obligation bonds issued most closely to the effective date of the legislation in which this grant program was authorized. Repayment shall be made pursuant to Section 1.21. Recapture Provision.

**1.18. SIGNAGE, MARKERS, AND PUBLICATIONS**

If, during the period covered by this Contract, the Contractor displays or circulates any communication, publication, or donor recognition identifying the financial participants in the project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**1.19. PREVAILING WAGE LAW**

The project funded under this Contract is subject to state prevailing wage law (Chapter 39.12 RCW). The Contractor is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine the prevailing wages that must be paid. The Board is not responsible for determining the prevailing wages applying to this project or for any prevailing wage payments that may be required by law.

**1.20. INSURANCE**

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:

- i. Governmental Accounting Standards Board (GASB),
- ii. Financial Accounting Standards Board (FASB), and

- iii. The Washington State Auditor's annual instructions for financial reporting.

Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Employers Liability ("Stop Gap") Insurance. In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury or disease.

Unemployment and Industrial Insurance. The Contractor shall be in full compliance with all state unemployment and industrial insurance laws while performing work under this Contract. The Board will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of this Contract.

Protection of Project Property, Contractor's Assumption of Risk. The Contractor shall continuously maintain adequate protection of all the project work from damage and shall protect the property from injury or loss arising in connection with this Contract. The entire work of the Contractor shall be at the sole risk of the Contractor. The Contractor may elect to secure fire, extended coverage, and vandalism insurance or all-risk insurance to cover the project work during the course of construction. The Contractor shall take all necessary precautions for the safety of employees working on the project, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injuries to persons, on, about, or adjacent to the premises where the work is being performed.

#### **1.21. RECAPTURE PROVISION**

In the event that the Contractor fails to expend state funds in accordance with state law and/or the provisions of this Contract, the Board reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the Contractor of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the Board is required to institute proceedings to enforce this recapture provision, the Board shall be entitled to its cost thereof, including reasonable attorney's fees.

#### **1.22. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Washington State Governor or Legislature during the Contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of the Board, and shall meet and renegotiate the Contract accordingly.

#### **1.23. REAPPROPRIATION**

The parties hereto understand and agree that any state funds not expended by **June 30, 2011**, including the ten percent (10%) retainage as described in Section 1.9, will lapse on that date unless specifically reappropriated by the Washington State Legislature or Governor. The Board will make all necessary efforts to seek reappropriation of funds into the 2011-2013 biennium. If funds are so reappropriated, the Board's obligation under the terms of this Contract shall be contingent upon the terms of such reappropriation.

## Part 2. GENERAL TERMS AND CONDITIONS

### 2.1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### 2.2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

### 2.3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### 2.4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### 2.5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

### 2.6. APPROVAL

This Contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

### 2.7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

**2.8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

**2.9. AUDIT**

**A. General Requirements**

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the Board requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

Contractors expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- Contractor agency name
- State program name
- BARS account number
- Contractor
- Agency contract number
- Contract award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the Board.

**C. Documentation Requirements**

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
906 Columbia Street SW, Fifth Floor  
PO Box 48300  
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

**2.10. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**2.11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

- a. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
- b. All material produced by the Contractor that is designated as "confidential" by the Board; and
- c. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **2.12. CONFORMANCE**

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **2.13. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **2.14. DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **2.15. DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**2.16. DUPLICATE PAYMENT**

The Contractor certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

**2.17. ETHICS/CONFLICTS OF INTEREST**

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

**2.18. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**2.19. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the Board, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the Board, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**2.20. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

## **2.21. INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

## **2.22. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

Affirmative action, RCW 41.06.020 (11).

Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

Discrimination-human rights commission, Chapter 49.60 RCW.

Ethics in public service, Chapter 42.52 RCW.

Housing assistance program, Chapter 43.185 RCW

Interlocal cooperation act, Chapter 39.34 RCW.

Noise control, Chapter 70.107 RCW.

Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

Open public meetings act, Chapter 42.30 RCW.

Prevailing wages on public works, Chapter 39.12 RCW.

Public records act, Chapter 42.56 RCW.

Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.

Shoreline management act of 1971, Chapter 90.58 RCW.

State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.

State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.

State environmental policy, Chapter 43.21C RCW.

State Executive Order 05-05 Archeological and Cultural Resources.

## **2.23. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

## **2.24. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

## **2.25. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

**2.26. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**2.27. POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**2.28. PREVAILING WAGE LAW**

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

**2.29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**2.30. PUBLICITY**

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington's or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board.

**2.31. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this Contract.

**2.32. RECORDS MAINTENANCE**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect

costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

**2.33. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

**2.34. RIGHT OF INSPECTION**

At no additional cost to the Board, all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

**2.35. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**2.36. SEVERABILITY**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

**2.37. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**2.38. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

**2.39. TERMINATION FOR CAUSE / SUSPENSION**

In event the Board determines that the Contractor failed to comply with any term or condition of this Contract, the Board may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the Board upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Board may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right

to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the Board to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the Board determines that the Contractor did not fail to comply with the terms of the Contract or when the Board determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

#### **2.40. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

#### **2.41. TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by the Board, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C. Assign to the State all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Board has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the Board; and
- D. Preserve and transfer any materials, Contract deliverables and/or the Board property in the Contractor's possession as directed by the Board.

Upon termination of the Contract, the Board shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The Board may withhold any amount due as the Board reasonably determines is necessary to protect the Board against potential loss or liability resulting from the termination. The Board shall pay any withheld amount to the Contractor if the Board later determines that loss or liability will not occur.

The rights and remedies of the Board under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

#### **2.42. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

**ATTACHMENT I:  
PROJECT SCOPE OF WORK**

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**PUBLIC WORKS BOARD  
2009-2011 URBAN VITALITY GRANT PROGRAM**

**Contractor: City of Sammamish  
Contract Number: UV09-951-098  
Project Title: SE 20th Street Non-motorized Improvements**

The project's scope of work is comprised of the following activities:

**This project will construct approximately 1 mile of sidewalk, bike lanes, and associated stormwater treatment facilities. Stormwater treatment is being done using Low Impact Development techniques (stormwater infiltration galleries) and is being done to a higher standard to avoid adverse effects to the nearby Pine Lake. Stormwater infiltration galleries will include attractive plantings to enhance the aesthetics of the SE 20th Street; these plants will be native plants suitable for stormwater type facilities. In addition, the bike lanes will be designated with a contrasting color to increase visibility to drivers.**

If the above scope of work includes engineering, planning, or design activities, the Contractor shall make all plans and documents funded in whole or in part by this Contract available for the Board's review upon reasonable request.

The project will be considered complete when all the activities identified in the above scope of work are complete. Additionally, the project performance measures listed below must be accomplished by the end of **January 2011**.

**Currently, SE 20th Street is a 2-lane rural roadway with little to no shoulders and missing any type of non-motorized facilities. Approximately 100 students who live along 20th are currently bussed to school due to the lack of non-motorized facilities.**

**SE 20th Street Non-Motorized project should reduce the number of buses required to transport school children living along this corridor to school from 4 busses to 1. Making it possible for 75 of the 100 students to walk to school rather than take a bus.**

**Prior to construction and after construction the City will work with Issaquah School District to count the number of school buses required to transport children along this corridor to school and the number of students who have a safe walking/biking route to school.**

The Contractor, by its signature below, certifies that the project's scope of work and performance measures set forth above have been reviewed and approved by the Contractor's governing body as of the date and year written below.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT II:  
CERTIFICATION OF THE AVAILABILITY OF FUNDS TO  
COMPLETE THE PROJECT**

**PUBLIC WORKS BOARD  
2009-2011 URBAN VITALITY GRANT PROGRAM**

**Contractor: City of Sammamish  
Contract Number: UV09-951-098**

Type of Funding	Funding Source	Amount
<b>This Urban Vitality Grant</b>	<b>Washington State Public Works Board</b>	<b>\$1,035,625.00</b>
<b>Grants (Non-Match Funds)</b>		
Grant #1		\$0.00
Grant #2		\$0.00
Grant #3		\$0.00
<b>Total Grants</b>		<b>\$0.00</b>
<b>Non-Match Loans</b>		
Non-Match Loan #1	City of Sammamish Previously Expended Funds	\$354000.00
Non-Match Loan #2		\$0.00
<b>Total Non-Match Loans</b>		<b>\$354,000.00</b>
<b>Loans</b>		
Loan #1		\$0.00
Loan #2		\$0.00
Loan #3		\$0.00
<b>Total Loans</b>		<b>\$0.00</b>
<b>Local Revenue</b>		
Local Revenue #1	340 Transportation Capital Fund	\$2,076,000.00
Local Revenue #2		\$0.00
Local Revenue #3		\$0.00
<b>Total Local Revenue</b>		<b>\$2,076,000.00</b>
<b>Other Funds</b>		
Other Funds #1		\$0.00
Other Funds #2		\$0.00
<b>Total Other Funds</b>		<b>\$0.00</b>
<b>TOTAL PROJECT FUNDING</b>		<b>\$3,465,625.00</b>
<b>LOCAL PROJECT SHARE (MATCH FUNDS PERCENT)</b>		<b>59.90%</b>

Exhibit 1

The Contractor, by its signature below, certifies that project funding from sources other than those provided by this Contract and identified above has been reviewed and approved by the Contractor's governing body or board of directors, as applicable, and has either been expended for eligible project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the activities described in ATTACHMENT I: PROJECT SCOPE OF WORK, as of the date and year written below. The Contractor shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the activities described in ATTACHMENT I: PROJECT SCOPE OF WORK, and shall make such records available for the Board's review upon reasonable request.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT III:  
ESTIMATED PROJECT COSTS**

**PUBLIC WORKS BOARD  
2009-2011 URBAN VITALITY GRANT PROGRAM**

**Contractor: City of Sammamish  
Contract Number: UV09-951-098**

<b>Cost Category</b>	<b>Amount</b>
Engineering Report	\$226,775.00
Cultural & Historical Resources Review (Section 106 or EO 05-05)	\$4,315.00
Environmental Review	\$60,600.00
Land/Right-of-Way Acquisition	\$0.00
Permits	\$25,000.00
Public Involvement/Information	\$10,000.00
Bid Documents	\$27,310.00
Construction	\$2,263,000.00
Other Fees (Sales or Use Taxes)	\$0.00
Contingency: 10.00%	\$226,300.00
Other: Construction Engineering (25%)	\$622,325.00
Other:	\$0.00
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$3,465,625.00</b>

The Contractor, by its signature below, certifies that the Estimated Project Costs set forth above have been reviewed and approved by the Contractor's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT IV:  
CERTIFICATION OF THE PAYMENT AND REPORTING OF  
PREVAILING WAGES**

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**PUBLIC WORKS BOARD  
2009-2011 URBAN VITALITY GRANT PROGRAM**

**Contractor: City of Sammamish  
Contract Number: UV09-951-098**

The Contractor, by its signature below, certifies that all contractors and subcontractors performing work on the project as described in ATTACHMENT I: PROJECT SCOPE OF WORK shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the project funded by this Contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

If any state funds are used by the Contractor for the purpose of construction, applicable State Prevailing Wages must be paid.

The Contractor, by its signature below, certifies that the declaration set forth above has been reviewed and approved by the Contractor's governing body as of the date and year written below.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT V:  
CERTIFICATION OF THE INTENT TO ENTER THE LEADERSHIP IN  
ENERGY AND ENVIRONMENTAL DESIGN (LEED)  
CERTIFICATION PROCESS**

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**PUBLIC WORKS BOARD  
2009-2011 URBAN VITALITY GRANT PROGRAM**

**Contractor: City of Sammamish  
Contract Number: UV09-951-098**

The Contractor, by its signature below, certifies that it will enter into the Leadership in Energy and Environmental Design (LEED) certification process, as stipulated in RCW 39.35D, as applicable to the project described in ATTACHMENT I: PROJECT SCOPE OF WORK funded by this Contract. The Contractor shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to the Board.

The Contractor, by its signature below, certifies that the declaration set forth above has been reviewed and approved by the Contractor's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**NOT APPLICABLE  
(LEED-exempt project)**

# COUNCIL MINUTES

## Regular Meeting November 17, 2009

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

**Councilmembers present:** Mayor Don Gerend, Deputy Mayor Jack Barry, Councilmembers Mark Cross, Lee Felling, Kathleen Huckabay, Michele Petitti and Nancy Whitten.

**Staff present:** City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and Deputy City Clerk Stacy Herman.

### Roll Call/Pledge

Roll was called. Brownie Troop 52660 led pledge of allegiance and presented the flag.

### Public Comment

Elaine McHenry: She represented Sammamish Community Wildlife Habitat Project. Information about their projects can be found at <http://sammamishwildlifehabitateproject.blogspot.com>. To certify your backyard as a wildlife habit you can register at [www.nfw.org/certify](http://www.nfw.org/certify). The goal is to have Sammamish certified by the spring.

Erica Tilliacos: She reported on the Kokanee work groups. King Conservation District – Her and her son have been very involved in this working group. Evidence of Kokanee have been spotted in Ebright and George Davis Creek.

Returns of the Kokanee are coming back. Several Kokanee have been seen in Ebright and George Davis Creek.

Carrie Young: 22212 NE 31<sup>st</sup> Street: She is the Executive Director of the Sammi Awards. She encouraged volunteer services within the City of Sammamish. Information about Sammi Awards may be found at [www.sammiawards.com](http://www.sammiawards.com) she encouraged all to attend the awards ceremony.

Ron Rowe 1824 223<sup>rd</sup> Place NE: He commented on the East Lake Sammamish Parkway project. He is concerned that the parkway project is too narrow. Code enforcement actions were discussed.

Ray Dellicker: He spoke on behalf Habitat for Humanity and strong desire to participate in Town Center. Affordable Housing was the main focus of his comments.

Cindy Jobe: She is affected by the Inglewood Hill Road. She has concerns with the parkway road being too narrow.

### **Approval of the Agenda**

**MOTION**: Motion to approve the Agenda as presented carried unanimously 7-0.

### **Student Liaison Report**

David Lingenbrink: He reported on the City of Sammamish December 2, 2009 Tree Lighting beginning at 5:30 p.m. Sammamish Youth Board is requesting help to gather toys for Toys for Tots, those may be dropped off at City Hall until December 5th.

Maddie March: She reported on November 23<sup>rd</sup> Battle of the Bands fundraiser, Dr. Jekyll and Mr. Hyde play, and a letter drive for soldiers in Afghanistan, and the girls' cross country team made State Champs.

Ben Sui: Girls Swim Team won District and State Championships. He reported that a school mate Peter Worley currently passed away. ASB is collecting food and blankets for homeless and donating canned goods to the Issaquah Food Bank.

### **Proclamations/Presentations**

First Lego League Smart Move Project: Erik Moulton, Jason Morris, Prateek Bhaumik, Justin Tsang, Nicolas Fish, Devin Patel, Andrew Leinweber and Graham Hanson presented their First Lego League Smart project. The requirements of the project were to identify a problem, create an innovative solution, share it with the community and build a replica of the object with Lego's. The team had identified transportation flaws and congestion on the roads. Their solution was to create an Urban Light Transit system that uses electric, battery powered four person vehicles.

### **Consent Calendar**

- **Payroll for pay period ending October 31, 2009 for pay date November 5, 2009 in the amount of \$253,008.11**
- **Approval: Claims for period ending November 17, 2009 in the amount of \$2,166,644.97 for Check No. 24975 through Check No. 25102**
- **Ordinance: Second Reading Extending The Temporary Interim Siting Hierarchy For Wireless Communication Facilities (WCF) Of SMC Chapter 21a.55 As Adopted In Ordinance O2009-259 (O2009-268)**

**MOTION**: To approve consent calendar. Motion carried unanimously 7-0.

**Public Hearings:**

**Ordinance: First Reading – Amending Ordinance No. 02008-243, The 2009-2010 City Budget, For The Purpose Of Revising The 2009-2010 Biennial Budget.**

**Ordinance: First Reading – Relating To The Levying Of Taxes And Establishing The Amount To Be Raised In 2010 On The Assessed Valuation Of The Property Within The City.**

Assistant City Finance Director Lyman Howard gave the staff report on both Ordinances. A copy of the PowerPoint Presentation is available on the City's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us). This is the first reading of the ordinance. No action is required.

Council directed staff to bring two different budgets to the next regular meeting. Mr. Howard will bring back a resolution to set the levy rate at the correct amount.

Public Hearing opened at 8:00 P.M. and closed at 8:20 P.M. Both public hearings were continued to the December 1, 2009 meeting.

**Public Comment:**

**George Toskey:** He commented on the Tax Levy Rate.

**Cindy Jobe:** She commended SCI for a fantastic job on the East Lake Sammamish Parkway project. She thanked Ho Le and Martin Bohanan for helping out with flooding on her property. She also commented on rising property taxes.

**Rob Gunther:** He is a lakefront owner. He is happy with the contractors working on the Parkway Project as well. He has concerns about his rising property taxes and the lowering of his property value.

**Kathy Richardson:** She echoed Rob's comments. Has concerns when the property values fall that the majority of residents feel that their property taxes will also be reduced.

The public hearing for the Biennial Budget and Tax Levy was continued to the December 1, 2009 meeting.

**Unfinished Business – None.**

**New Business**

**Resolution: Adopting the Salary Schedule for fiscal year 2010.**

There was discussion amongst a few Council Members whether or not to adopt a salary schedule at a 0% increase or to vote on the resolution as proposed at -.04%

After debate amongst council members they decided that staff should not receive a negative in their salaries but that this year it would remain at a 0% increase.

**Public Comment**

Admiral Stanley Bump: He is in agreement to freeze the salary schedule at 0%.

**AMENDMENT**: Councilmember Whitten moved to amend the Salary Resolution to read that employees would receive a 0% increase, rather than the -.04% decrease and the 2010 salary schedule shall remain the same as 2009 salary schedule. Motion carried unanimously 7-0.

**MOTION AS AMENDED**: Motion as amended by Councilmember Whitten carried unanimously 7-0.

**Ordinance: First Reading Amending Chapter 21a.50 (Environmentally Critical Areas), Of The Sammamish Municipal Code**

Community Development Director/Assistant City Manager Kamuron Gurol gave the staff report. This would extend the sunset clause included in the Ordinance. This is the First Reading of the Ordinance. No action is necessary.

Mayor Gerend would like this review of the Critical Areas be a public process.

Public Hearing opened at 8:45 p.m. and closed at 8:46 p.m. No public comment was made.

**Ordinance: First Reading Adopting The Issaquah School District No. 411 Impact Fees For 2009**

**Ordinance: First Reading Adopting The Lake Washington School District No. 414 Impact Fees For 2009**

**Ordinance: First Reading Adopting The Snoqualmie Valley School District No. 410 Impact Fees For 2009**

Community Development Director/Assistant City Manager Kamuron Gurol gave the staff report. These fees are set by the school district. This is the first reading of the ordinances. No action necessary. Public Hearing was opened at 9:00 and closed at 9:01 p.m. There was no public comment.

**Interlocal Agreement Issaquah School District: Agreement For The Collection, Distribution, And Expenditure Of School Impact Fees**

**Interlocal Agreement Lake Washington School District: Agreement For The Collection, Distribution, And Expenditure Of School Impact Fees**

## **Interlocal Agreement Snoqualmie Valley School District: Agreement For The Collection, Distribution, And Expenditure Of School Impact Fees**

Kamuron Gurol/Assistant City Manager gave the staff report. The Interlocal Agreements are the same between all the School Districts. The exhibits to this agenda bill include an updated Interlocal Agreements (ILA) with three school districts that address the process of collecting impact fees and disbursing them to the district on a monthly basis. A new section was added to allow the city to collect administrative fees if necessary. The updated ILA reflects agreement between district and city staff. With the recent annexations, Snoqualmie Valley School District was included as well.

**MOTION:** Councilmember Whitten moved to approve Interlocal agreement with Issaquah School District. Motion carried 7-0

**MOTION:** Councilmember Cross moved to approve Interlocal agreement with Lake Washington School District. Councilmember Huckabay seconded. Motion carried 7-0.

**MOTION:** Councilmember Whitten to approve Interlocal agreement with Snoqualmie Valley School District. Councilmember Fellingge seconded. Motion carried 7-0.

### **Council Reports**

**Councilmember Petitti:** She announced that Puget Sound Regional View is holding a workshop for newly elected on December 14, 2009 from 9:00a.m. - 2:00 p.m.

**Deputy Mayor Barry:** He reported on his son's meeting with President Obama in Singapore.

**Mayor Gerend:** He attended National League of Cities last week. He reported that we will be webcasting council meetings and more technical information coming soon. There is currently a fiber optic that wireless facilities could use, rather than the current poles being used at this time. Mayor Gerend will be studying that option as we look at revising the Wireless Ordinance.

**Councilmember Fellingge:** He attended National League of Cities last week.

**Councilmember Huckabay:** She attended a transit meeting. They are currently offering new bus services near Husky stadium.

**Tom O'Dell:** He commented on the I-405 study. He attended the transportation meeting with Councilmember Huckabay.

### **City Manager Report**

City Manager Yazici reported on Toys for Tots at City Hall. The toys can be dropped off at City Hall near the Police Dept. at 801 228<sup>th</sup> Avenue SE, Sammamish, WA. It is a wonderful program. Donations will be accepted by December 11<sup>th</sup> at 5:00 p.m.

Councilmember Huckabay announced that Kiwanis is holding a breakfast with Santa Claus December 5<sup>th</sup>.

**MOTION: to adjourn. Motion carried unanimously 7-0.**

Meeting adjourned at 9:50 pm

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Stacy Herman, Deputy City Clerk

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Donald J. Gerend, Mayor

**COUNCIL**  **MINUTES**

**Regular Meeting  
January 5, 2010**

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

**Councilmembers present:** Don Gerend, Councilmembers Mark Cross, John Curley, John James, Tom Odell, Michele Petitti and Nancy Whitten.

**Staff present:** City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

**Roll Call/Pledge of Allegiance**

Roll was called. Councilmember James led the pledge.

**COUNCIL OATH OF OFFICE**

City Clerk Melonie Anderson administered the Oath of Office to Councilmembers John Curley, John James, Don Gerend and Tom Odell

**ELECTION OF MAYOR**

Councilmember Petitti nominated Councilmember Gerend for Mayor. There were no further nominations. Councilmember Gerend was elected Mayor for a two year term unanimously 7-0.

**Resolution: Establishing the Selection of Deputy Mayor On An Annual Basis**

MOTION: Councilmember Cross moved to approve the resolution. Councilmember Whitten seconded. Motion carried unanimously 7-0.

**ELECTION OF DEPUTY MAYOR**

Councilmember Odell nominated Councilmember Whitten for Deputy Mayor. There were no further nominations. Councilmember Whitten was elected Deputy Mayor 6-1 with Councilmember James dissenting

Council recessed for 5 minutes.

## **Public Comment**

King County Councilmember Kathy Lambert congratulated the City Council and wished them luck.

Sandy Livingston, 21932 NE 1<sup>st</sup> St, Friends of the Sammamish Library, She encouraged the Councilmembers and everyone listening to join the group. Friends of the Library support Children's Programs at the library. She invited everyone to the Grand Opening of the library this Saturday.

John Hanson, 504 228<sup>th</sup> Avenue SE, He welcomed the new Councilmembers.

Chip Kimball, Superintendent Lake Washington School District, He explained some discrepancies between an article in the Sammamish Reporter and the information that was given to the Council at a previous meeting.

Mary Joe Kahler, 21911 SE 20<sup>th</sup> Street, She asked the Council to consider how the City will improve communication and make information available to the citizens. Information needs to be shared not only before decisions are made but afterward as well.

John Galvin, 432 228<sup>th</sup> Avenue SE, He hopes the new Councilmembers will have new perspectives on the Town Center process.

Michael Rutt, 22832 SE 1<sup>st</sup> Street, He is happy that there are some new faces on the Council. He hopes they will be easy to deal with.

## **Approval of Agenda**

**MOTION:** Motion to approve the agenda carried unanimously 7-0.

## **Student Liaison Report**

### **Skyline Student Liaisons** (*Ben Sui*)

Skyline has completed construction on the new school addition. Winter Wonder Week was before Winter Break. Many fundraisers were part of the festivities. The School Play, "The Shadow Box" starts next Wednesday. Tolo week is coming up. Finals will be held in a week and a half.

## **Proclamations/Presentations**

### **Presentation: Volunteers for Issaquah School District Levy/Levy Support Request**

Leigh Stokes (Volunteers for Issaquah Schools) and Jake Cooper (Chief Financial Officer, ISD) gave the presentation requesting support from the Council for the levies.

**Consent Calendar**

**Payroll for pay period ending December 15, 2009 for pay date December 18, 2009 in the amount of \$248,050.60.**

**Approval: Claims for period ending January 5, 2010 in the amount of \$1,541,130.42 for Check No.25402 through 25544**

**Interlocal: Washington State Purchasing Cooperative Agreement Program**

**Approval: Minutes for December 1, 2009 Regular Meeting**

**Approval: Minutes for December 8, 2009 Special Meeting**

**Approval: Minutes for December 15, 2009 Regular Meeting**

MOTION: To approve consent calendar. Motion carried unanimously 7-0.

**Public Hearing**

*Continued from November 3, 2009*

**Ordinance: Vacating A Portion Of Unopened Thomas Alexander Road (Aka County Road No. 867 And Aka Old Monohan Road)**

City Manager Ben Yazici gave the staff report. Agreement between the surrounding property owners has not been reached. Staff recommends continuing the public hearing to the next regular meeting.

Public hearing opened at 7:57 and was continued to January 19, 2010 with no public comment.

*Continued from December 15, 2009*

**Ordinance: Second Reading Annexing Ravenhill (Marivaux) Subdivision Effective March 12, 2010. (O2010-275)**

Assistant City Manager/Director of Community Development Kamuron Gurol gave the staff report. He showed a PowerPoint (available on the city website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)). This is the second reading of the ordinance and staff is recommending approval of the annexation.

Public Hearing opened at 8:05 pm

Charlie Goodrich, 22328 NE 2<sup>nd</sup> St, He spoke against the annexation. He feels it does not support itself and is a negative business proposition.

Public Hearing closed at 8:10 pm

MOTION: Councilmember Petitti moved to approve the resolution accepting the 60% petition to annex the Ravenhill Subdivision to the City of Sammamish subject to the conditions set forth in Section 2 of Ordinance O2010-275. Deputy Mayor Whitten seconded. Motion carried unanimously 7-0 (O2010-275).

### **Approval of Excerpt of Minutes for Ravenhill Annexation**

Mr. Gurol explained it is necessary to approve this portion of the minutes so they can be included in the packet material to be submitted to the Boundary Review Board.

MOTION: Deputy Mayor Whitten moved to approve the excerpt of the January 5, 2010 minutes, relating to the annexation of Ravenhill. Councilmember Cross seconded. Motion carried unanimously 7-0.

### **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 (R2010-398)**

Councilmember Odell excused himself from the discussion and vote on this issue to avoid a potential conflict of interest. His wife is a teacher in the Lake Washington School District.

MOTION: Councilmember James moved to approve the resolution. Councilmember Cross seconded. Motion carried 6-0.

### **New Business**

#### **A Resolution Of The City Of Sammamish, Washington In Support Of Each Of The Three (3) Issaquah School District Levies (Collectively The “Levy”) As Follows:**

- A renewal of the Maintenance and Operations Levy for basic operations of schools in the amount of \$38,200,000 in 2011; \$40,995,000 in 2012; \$44,550,000 in 2013; and \$47,800,000 in 2014 (the “M&O Levy”)
- A Transportation Levy to preserve the school bus depreciation schedule in the amount of \$1,700,000 (the “Transportation Levy”); and
- A Capital Levy to fund critical building repairs and educational technology in the amount of \$8,875,000 in 2011; \$8,531,000 in 2012; \$11,163,000 in 2013; and \$9,980,000 in 2014 (the “Technology Levy”); (R2010-399)

### **Public Comment**

Stan Bump, 23210 SE 8<sup>th</sup> Street, He encouraged support of these levies.

MOTION: Councilmember James moved to approve the resolution. Councilmember Petitti

seconded. Motion carried unanimously 7-0.

### **Council Reports**

At the request of Deputy Mayor Whitten, the Council discussed whether or not late applications for the Planning Commission should be considered for appointment to the commission.

MOTION: Councilmember Cross moved to accept only applications for the Planning Commission that were submitted prior to the application deadline. Councilmember Petitti seconded. 5-2. Motion carried with Councilmember James and Mayor Gerend dissenting.

Council appointed Mayor Gerend and Councilmember Odell to serve as Board Members of Eastside Fire and Rescue. Councilmember Curley will serve as an alternate.

Council appointed Mayor Gerend and John James as Members to Eastside Transportation Partnership with Councilmember Odell as the alternate.

Council appointed Deputy Mayor Whitten to continue on as the representative to the Suburban Cities Association PIC Committee with Councilmember Odell as an alternate.

### **City Manager Report**

Meeting adjourned at 8:55 pm.

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Melonie Anderson, City Clerk

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Donald J. Gerend, Mayor





## CITY COUNCIL AGENDA BILL

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**Subject:**

Continuation of public hearing to accept testimony on the potential vacation of the unopened Thomas Alexander Road (aka County Road No. 867 and Old Monohan Road) Right of Way in the 1100 through 1400 blocks of East Lake Sammamish Parkway SE.

**Action Required:**

Open continuation of public hearing and accept testimony, if any, from the public regarding this right of way vacation proposal. Following testimony, close the public hearing and postpone consideration of the vacation ordinance to a future date following agreement by the affected property owners.

**Exhibits:**

1. Vicinity map of vacation location
2. Site map showing affected parcels and proposed right of way vacation area with 2007 aerial photo
3. ROW Vacation Ordinance
4. Exhibit A to the ROW Vacation Ordinance

**Meeting Date:** January 19, 2010

**Date Submitted:** January 13, 2010

**Originating Department:** Public Works

**Clearances:**

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

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**Budgeted Amount:** Not Applicable

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**Summary Statement:**

The City has received 2 separate, complete street right of way vacation request petitions as outlined in Section PWS.05.070 ( *Street and Alley Vacation Procedures* ) of the City's "Interim Public Works Standards" requesting vacation of a portion of unopened Thomas Alexander Road located easterly of and between the 1100 and 1400 blocks of East Sammamish Parkway SE. These petitions have been filed by the owners of approximately 62% of the property abutting the referenced unopened Thomas Alexander Road right of way located in this area. Staff recommends that rather than consider vacation of only the requested 62% of the referenced Thomas Alexander Road right of way, the Council should consider whether or not to vacate all of the unopened Thomas Alexander Road right of way in this area.

**Background:**

At their October 20, 2009 meeting, the City Council opened the public hearing and received testimony regarding this proposed right of way vacation. During this public testimony, Council heard comments from some of the neighboring property owners affected by this right of way vacation that they were not opposed to this vacation action as long as the existing access across the right of way was maintained to their properties.

Based on these concerns, Council voted to continue the public hearing and further consideration of this matter to their November 3, 2009 meeting to allow those property owners affected by this proposed right of way vacation request time to work together to resolve any and all concerns they had related to this right of way vacation.

As of the Council's November 3, 2009 meeting, the affected property owners were continuing to work together towards a mutually acceptable resolution to their concerns, so the public hearing and consideration of the vacation ordinance on second reading was continued to the Council's January 5, 2010 meeting.

As of the Council's January 5, 2010 meeting, the affected property owners were continuing to work together towards a mutually acceptable resolution to their concerns, so the public hearing and consideration of the vacation ordinance on second reading was continued to the Council's January 19, 2010 meeting.

As of the writing of this staff report (January 13, 2010), the property owners are continuing to work together on an agreement that mutually resolves all concerns any of them have related to Council approval of this right of way vacation request. Staff's understanding is that an agreement in principle has been reached and that the affected property owners are in the process of finalizing the agreement to resolve any and all access, utility easement and property boundary concerns they have related to approval of this right of way vacation request.

Since this agreement is not completed nor will staff have had a chance to review the final agreement as of the January 19, 2010 continuation of the public hearing related to this vacation request and since the public has had ample opportunity to comment on this proposed right of way vacation request, staff is recommending that at tonight's meeting, the Council open the continued public hearing and take testimony from the public one last time on this matter. Following such testimony, staff is recommending that the public hearing be closed and that the Council delay consideration on second reading of the vacation ordinance to a future time after the affected property owners have finalized their agreement related to access, roadway maintenance and provision of utilities to the properties affected by this vacation request. Once an agreement has been reached, staff will schedule the second reading of the vacation ordinance.

**Financial Impact:**

Not applicable.

**Recommended Motion:**

None. Tonight's meeting is the continued public hearing related to a request that the Council vacate a portion of unopened Thomas Alexander Road.

Because the property owners affected by this right of way vacation request are continuing to work together on a mutually acceptable resolution to concerns raised by some of the affected property owners, staff recommends that tonight, the Council open the continued public hearing on this right of way vacation proposal, hear testimony from the public and then close the public hearing.

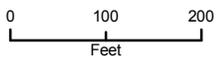
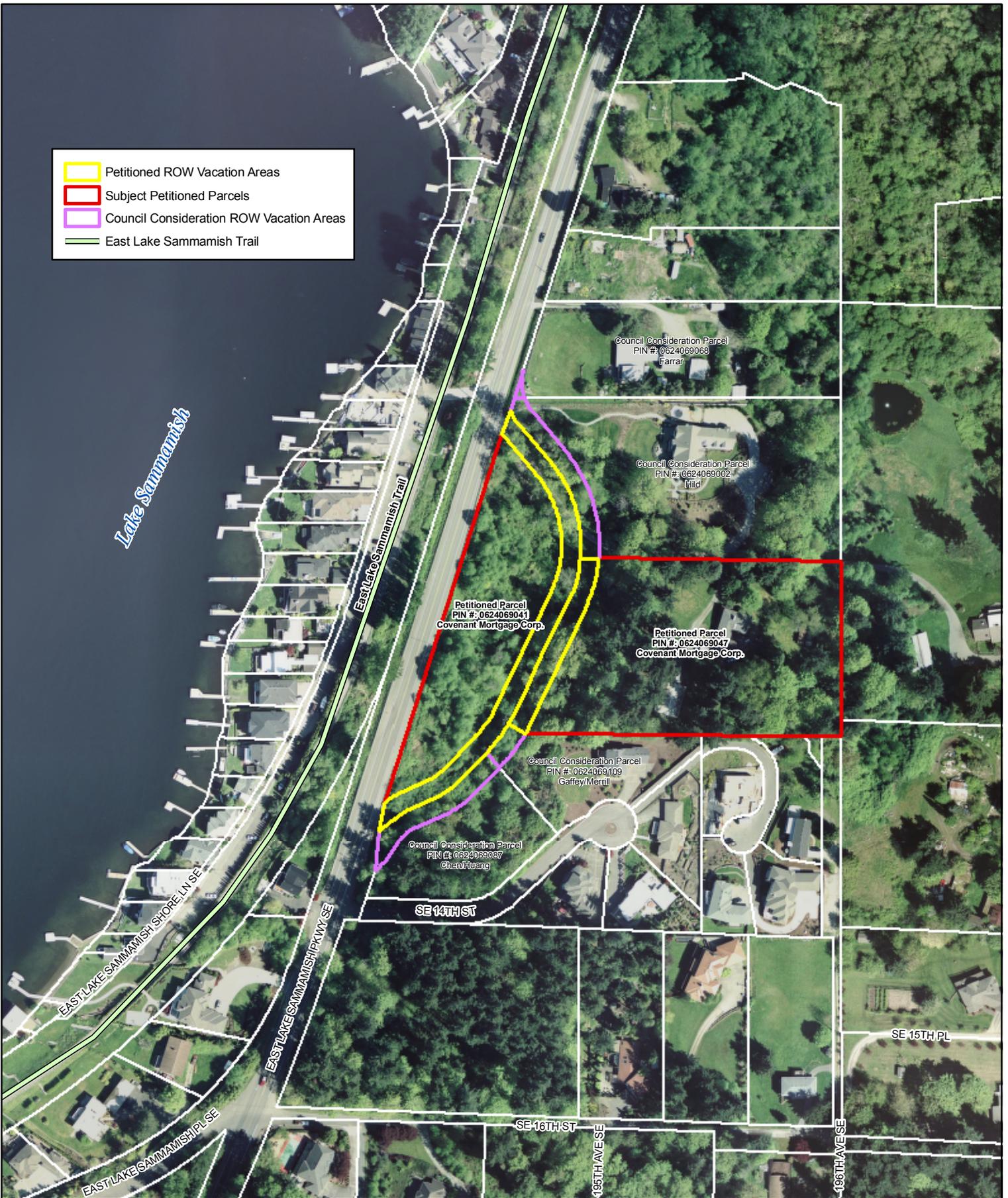
Tonight will be the fourth time the public has had an opportunity to testify on this matter. At the last three of these opportunities, no one from the public has commented on this proposed right of way vacation.

Staff is further recommending that consideration on second reading of the ordinance vacating the referenced right of way be delayed to a future time following agreement by those property owners affected by this right of way vacation request. Once an agreement has been reached, staff will schedule the second reading of the vacation ordinance.





-  Petitioned ROW Vacation Areas
-  Subject Petitioned Parcels
-  Council Consideration ROW Vacation Areas
-  East Lake Sammamish Trail



**RIGHT-OF-WAY VACATION REQUEST**  
**Covenant Mortgage Corp.**



**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2010-\_\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, VACATING UNOPENED THOMAS  
ALEXANDER ROAD (AKA COUNTY ROAD No. 867 AND  
AKA OLD MONOHAN ROAD)**

WHEREAS, on September 15, 2009 and October 6, 2009, the Sammamish City Council adopted Resolution Nos. R2009-382 and R2009-388, respectively, initiating consideration of vacation of unopened Thomas Alexander Road (aka County Road No. 867 and aka Old Monohan Road) lying easterly of and between the 1100 through 1400 blocks of East Lake Sammamish Parkway SE (further described hereinafter); and

WHEREAS, on October 20<sup>th</sup> and November 3<sup>rd</sup>, 2009 and January 5<sup>th</sup> and January 19<sup>th</sup>, 2010, public hearings were held and public testimony taken regarding vacation of said unopened right of way; and

WHEREAS, the owners of Assessor's Tax Parcel Nos. 062401904102, 062406904706, 062406900209 and 052406902909 have agreed to execute an "Easement for Ingress and Egress and Provision of Utilities with Road Maintenance Agreement" with, and in favor of, each other, including across their respective portions of the vacated Thomas Alexander Road right of way, if any; and

WHEREAS, the City Council finds there are sufficient grounds for the vacation of said right-of-way, and that vacation thereof would be in the public interest;

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

Section 1. Street Vacation. The following described portions of City right-of-way are hereby vacated:

THAT PORTION OF UNOPENED THOMAS ALEXANDER ROAD SE (AKA COUNTY ROAD NO. 867 AND AKA OLD MONOHAN ROAD) LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY MARGIN OF OPEN AND IMPROVED EAST LAKE SAMMAMISH PARKWAY SE AND BEING FURTHER DESCRIBED AS BEING LOCATED IN THE 1100 THROUGH 1400 BLOCKS OF EAST LAKE SAMMAMISH PARKWAY SE ADJACENT TO THE FOLLOWING PROPERTIES:

KING COUNTY ASSESSOR'S PARCEL NOS. 0624069087, 0624069109,

0624069047, 0624069002, 0624069068 AND 0624069041, ALL AS DEPICTED ON THE ATTACHED DRAWING LABELED ATTACHEMENT A.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_\_ DAY OF JANUARY 2010.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Donald J. Gerend, Mayor

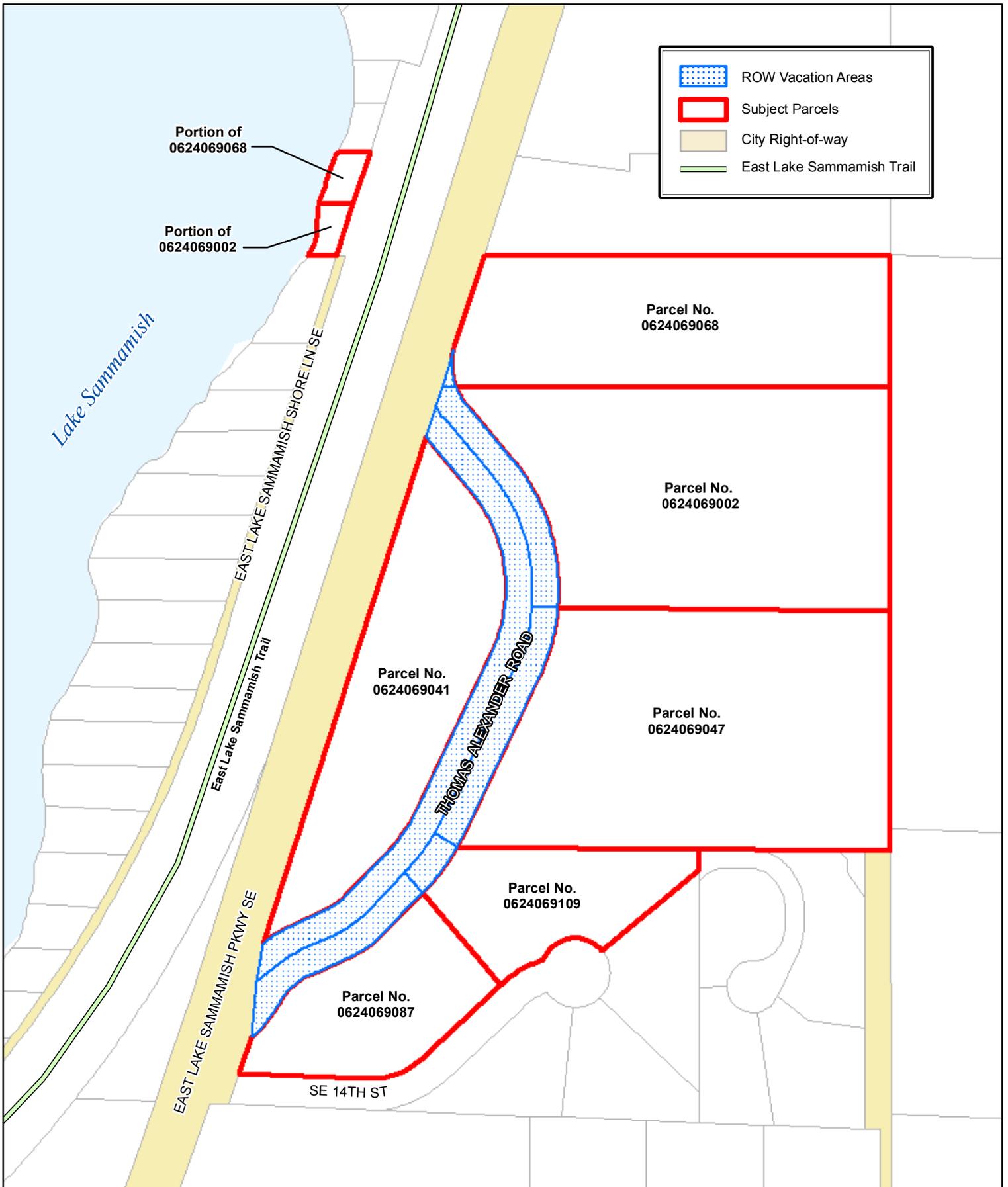
ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

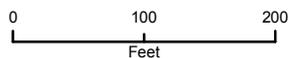
Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk:	October 15, 2009
Public Hearing:	October 20, 2009
First Reading:	October 20, 2009
Public Hearing:	November 3, 2009
Public Hearing:	January 5, 2010
Public Hearing:	January 19, 2010
Passed by the City Council:	
Date of Publication:	
Effective Date:	



	ROW Vacation Areas
	Subject Parcels
	City Right-of-way
	East Lake Sammamish Trail



**Exhibit A**  
**RIGHT-OF-WAY VACATION**  
**Thomas Alexander Road**  
 Sammamish Ordinance 02009 - \_\_\_\_\_







## CITY COUNCIL AGENDA BILL

**Subject:**

1<sup>st</sup> Reading of an ordinance to create an Equipment Rental Fund for maintenance and replacement of City vehicles and mobile equipment; to designate the official that is to administer the Fund; and the terms and charges for the rental of the Fund's property.

**Meeting Date:** January 19, 2010

**Date Submitted:** January 6, 2010

**Originating Department:** Finance

**Clearances:**

**Action Required:**

None required at this time, as this is the 1<sup>st</sup> Reading of the Ordinance.

**City Manager**                       **Police**

**Public Works**                               **Fire**

**Building/Planning**                       **Attorney**

**Exhibits:**

Ordinance.

**Budgeted Amount:** N/A

**Summary Statement:** The City is required by RCW 35.21.088 to create, by ordinance, an Equipment Rental Fund for maintenance and replacement of its street department equipment. The City may also include equipment of other departments in the Equipment Rental Fund. The RCW also requires the creating fund ordinance to designate the official that is to administer the fund and the terms and charges for the rental of fund equipment. The attached ordinance meets the requirements of RCW 35.21.088.

**Background:** It has recently come to the City's attention that the Equipment Rental Fund is required by RCW to be created by a specific creating ordinance. Although an Equipment Rental Fund has been included in the City's budget ordinances since 2000 and money has been transferred to the fund through the budget process for the purpose of replacing and maintaining city equipment, the required ordinance to create the fund has not yet been adopted.

**Recommended Motion:** None required at this time as this is the 1<sup>st</sup> Reading of the Ordinance.



**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. 02010-**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, CREATING AN EQUIPMENT  
RENTAL FUND IN ACCORDANCE WITH RCW  
35.21.088.**

**WHEREAS**, pursuant to state law, RCW 35.21.088, every city having a population of more than eight thousand shall establish an equipment rental fund in its street department or any other department of city government; and

**WHEREAS**, such fund shall acquire the equipment necessary to serve the needs of the City street department and may, in addition, be created to serve any other departments of city government; and

**WHEREAS**, the City Council wishes to designate the officials who will administer the fund and the terms and charges for rental of the fund’s property; and

**WHEREAS**, the City has been funding, since 2000, an equipment rental fund through the budget process for the street department and other departments of the City; and

**WHEREAS**, the City intends to begin maintaining and replacing its fleet of vehicles and equipment from the equipment rental fund commencing in 2010;

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

Section 1. Fund Created

There is hereby created an internal service fund to be known and designated as the “Equipment Rental Fund” (together with such numerical designation as shall be assigned said fund by the chief financial officer of the City for accounting and budgetary purposes) in accordance with the provisions of RCW 35.21.088.

Section 2. Purpose of the Fund

The purpose of the equipment rental fund shall be for the control, operation and maintenance of municipal equipment and the rental of such equipment to the various departments of the City at rates sufficient to meet the costs of operation and to provide funds for the acquisition and replacement of equipment.

### Section 3. Fund Administration

The equipment rental fund shall be administered by the Finance and Public Works Directors, subject to the general administrative authority of the City Manager.

### Section 4. Sources of Revenue

The equipment rental fund shall derive its moneys in any of the following ways:

- (1) By direct appropriation in the annual or biennial budget from tax levies or other sources of anticipated revenue;
- (2) By appropriation or budgetary transfer made by ordinance from other funds of the City;
- (3) From proceeds received from the rental of any of the equipment owned by the fund to other departments, offices or funds of the City: this shall include transfers from other funds or direct payment of amounts received for the use of such equipment on reimbursable projects done by the City;
- (4) From the sale of any of the equipment owned by the fund.

### Section 5. Operation

The accounts of the equipment rental fund shall be set up and maintained in such a manner as to separately show the rental and other sources of revenues from the various departments and funds of the City and shall make an allocation of such revenues between those required for operational costs and those set aside for the acquisition and replacement of equipment.

### Section 6. Expenses

Revenues received in the equipment rental fund shall be expensed for salaries, wages and operations required for the repair, replacement, purchase and operation of equipment, and for the purchase of equipment, materials and supplies to be used in the administration and operation of the fund.

### Section 7. Rental Rates

The administrator of the fund shall establish a schedule of reasonable rental rates and other charges sufficient to cover the maintenance, operation, and replacement of the equipment. The rates shall, at a minimum, take into consideration the costs and expenses of the following: operating supplies; maintenance expenses; insurance, depreciation, and other direct cost items; operational costs of the fund (overhead); a contingency for the purpose of adding equipment and replacement of old equipment, including shop and administrative equipment; and such other items as may be reasonable or necessary in the proper operation of the fund. The schedule shall be submitted to the City Council for its approval and adoption and shall be reviewed and updated as necessary to reflect changes in operating, maintenance and depreciation costs.

### Section 8. Transfers of Equipment

There shall be transferred to the equipment rental fund those items of equipment from the various funds, departments and offices of the City as shown on the "Schedule of Equipment Transferred" as well as any similar types of equipment purchased by other funds in the future, without charge or credit given to the purchasing fund.

Section 9. Dissolution of the Fund.

Should the equipment rental fund herein established be dissolved for any reason, a final disposition of the assets on hand shall be made among the various departments, offices and funds of the City participating in and utilizing the fund, in direct proportion to the amount of such participation and use, taking into consideration the transfer of equipment specially designed for the use of a certain department, office or fund.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING  
THEREOF ON THIS \_\_ DAY OF FEBRUARY 2010.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Donald J. Gerend

Attest:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk:	January 6, 2010
First Reading:	January 19, 2010
Passed by the City Council:	January 20, 2009
Date of Publication:	
Effective Date:	



## CITY COUNCIL AGENDA BILL

---

**Subject:** Resolution Appointing Four Members to the Sammamish Planning Commission

**Meeting Date:** January 19, 2010

**Date Submitted:** January 11, 2010

**Originating Department:** Administration

**Clearances:**

**Action Required:** Approve resolution appointing members to the commission and assigning terms.

- |  |                                   |
|--|-----------------------------------|
| <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. List of Applicants
2. Draft Resolution

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**Budgeted Amount:** N/A

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**Summary Statement:** Due to the resignation of Richard Amide (Position #1) and the expiration of three terms, it is necessary to appoint four members to the Sammamish Planning Commission. The terms to be filled are as follows:

Position #1:	Term Expires 12/31/2011
Position #5:	Term Expires 12/31/2012
Position #6:	Term Expires 12/31/2013
Position #7:	Term Expires 12/31/2013

Position #7 is currently being filled by Mahbubul Islam and he has applied for reappointment.

The terms are currently staggered so that eventually they will become four year terms, with only two vacancies in any given year.

**Background:** Recruitment to fill the vacancies on the Planning Commission began in June 2009. Information was posted on the City website and was printed in both the Sammamish Review and Sammamish Reporter. Applications were due by October 30, 2009. In all sixteen applications were received. Two applicants withdrew before the interviews occurred and two applicants submitted after the deadline. Council decided not to consider those late applications. On January 12, 2010, fourteen applicants were interviewed.

**Financial Impact:** N/A

**Recommended Motion:** Move to appoint four members to the Planning Commission and assign them to the vacant positions.

**2010 PLANNING COMMISSION APPLICANTS**

<b>First Name</b>	<b>Last Name</b>	<b>Address</b>
Warwick	Ashley	22908 NE 12th Place
Frank	Blau	24742 SE 28th Place
Mike	Collins	2841 E Lake Sammamish Parkway NE
David	Hanson	22300 NE 31st Street
Mahbubul	Islam	23114 SE 27th Way
D. Brent	Jones	2018 245th Avenue SE
Charles	Kahler	21911 SE 20th Street
Joe	Lipinsky	24128 NE 1st Place
Kathy	Richardson	2033 E. Lake Sammamish Pkwy NE
Michael	Rutt	22832 SE 1 <sup>st</sup> Street
Robert	Sorensen	22609 NE Second Street
David	Spinelli	237 259th Avenue NE
Ramiro	Valderrama	20235 NE 18 <sup>th</sup> Place
Jeff	Wasserman	829 235th Avenue NE



**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2010-\_\_**

---

**A RESOLUTION OF THE CITY OF SAMMAMISH  
WASHINGTON APPOINTING FOUR MEMBERS TO  
THE SAMMAMISH PLANNING COMMISSION**

WHEREAS, the Sammamish City Council approved Resolution R2003-122 establishing a seven-member Sammamish Planning Commission and setting forth the duties of said commission; and

WHEREAS, the City Council adopted Ordinance O2007-220 amending the Planning Commission terms and assigning position numbers; and

WHEREAS, the City Council solicited applications for four vacant Planning Commission positions; and

WHEREAS, the City Council interviewed candidates at an open public meeting occurring on January 12, 2010; and

WHEREAS, the City Council desires to fill the vacant Commission positions;

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

Section 1. Appointment of Planning Commissioners. The City Council hereby appoints the following individuals to the Sammamish Planning Commission:

- |                    |                      |
|--------------------|----------------------|
| Position #1: _____ | Term Ends 12/31/2011 |
| Position #5: _____ | Term Ends 12/31/2012 |
| Position #6: _____ | Term Ends 12/31/2013 |
| Position #7: _____ | Term Ends 12/31/2013 |

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_\_ DAY OF JANUARY 2010**

CITY OF SAMMAMISH

---

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

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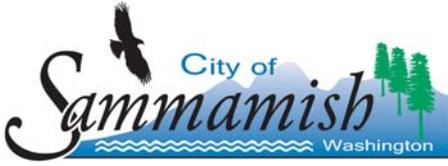
Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk:     January 11, 2010  
Passed by the City Council:  
Resolution No.                 R2010-\_\_\_\_



## CITY COUNCIL AGENDA BILL

---

**Subject:** Resolution appointing five regular members and two alternate members to the Sammamish Arts Commission.

**Meeting Date:** January 19, 2010

**Date Submitted:** January 11, 2010

**Originating Department:** Administration

**Clearances:**

**Action Required:** Approve resolution appointing the members.

**City Manager**

**Police**

**Public Works**

**Fire**

**Building/Planning**

**Attorney**

**Exhibits:**

1. List of Applicants
2. Draft Resolution

---

**Budgeted Amount:** N/A

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**Summary Statement:** There are currently four regular member vacancies with terms expiring in 2013, one regular vacancy with a term expiring in 2011 and two alternate member vacancies with terms expiring in 2011 on the Sammamish Arts Commission. Three of the regular terms are currently being filled by Bala Subramanian, Barbara Jirsa and Deb Akerstrom and they are requesting reappointment.

**Background:** Recruitment to fill the vacancies on the Arts Commission began in June 2009. Information was posted on the City website and was advertised in both the Sammamish Review and Sammamish Reporter. Applications were due by October 30, 2009. In all 13 applications were received. One applicant withdrew before the interview. One current Alternate Member was considering requesting appointment to a regular position, then decided against it. On January 12, 2010 interviews were conducted.

**Financial Impact:** N/A

**Recommended Motion:** Move to appoint four applicants to serve as regular members on the Arts Commission for four-year terms, **one applicant to serve as a regular member for a two year term** and two applicants to alternate positions to serve two-year terms.

## 2010 Arts Commission Applicants

First Name	Last Name	Address
Deborah	Akerstrom	2133 Sahalee Drive E
Sarah	Brighton	145 221st Avenue NE
Barbara	Jirsa	4112 Peregrine Point Way SE
Jingyu	Li	25806 NE 4 <sup>th</sup> Place
Anna	Macrae	2011 222nd Avenue NE
Vanessa	Martinez	1305 205th Avenue NE
Bharath	Sankaranarayan	313 239 <sup>th</sup> Way SE
Shashi	Shashidhar	2018 263rd Lane SE
Molly	Strange	24029 SE 10 <sup>th</sup> Court
Bala	Subramanian	4159 Peregrine Point Way SE
Rochelle	Wyatt	20105 SE 32nd Street



**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2010-\_\_\_\_\_**

---

**A RESOLUTION OF THE CITY OF SAMMAMISH  
WASHINGTON APPOINTING FIVE REGULAR  
MEMBERS AND TWO ALTERNATE MEMBERS TO THE  
SAMMAMISH ARTS COMMISSION**

WHEREAS, the Sammamish City Council approved Ordinance No. O2003-128 establishing a seven-member Sammamish Arts Commission and setting forth the duties of said commission; and

WHEREAS, the Sammamish City Council approved Ordinance No.O2007-216 adding two alternative positions to the Arts Commission which are currently vacant; and

WHEREAS, there are currently seven vacancies on the Commission; and

WHEREAS, the City Council solicited applications for said positions; and

WHEREAS, the City Council interviewed the applicants at an open public meeting on January 12, 2010;

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

Section 1. Appointment of Arts Commission. The City Council hereby appoints the following individuals to the Sammamish Arts Commission for the designated terms:

Name:	Term Expires December 31, 2013
Name:	Term Expires December 31, 2013
Name:	Term Expires December 31, 2013
Name	Term Expires December 31, 2013
Name:	Term Expires December 31, 2011
Name (Alternate)	Term Expires December 31, 2011
Name (Alternate)	Term Expires December 31, 2011

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_ DAY OF JANUARY, 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:     January 11, 2010  
Passed by the City Council:  
Resolution No.                 R2010-\_\_\_\_\_