

REVISED A G E N D A

REGULAR MEETING

Call to Order (6:30 pm)

Roll Call/Pledge of Allegiance

Public Comment (15 minutes)

Approval of Agenda

Student Liaison Reports (10 minutes)

- Eastlake High School (*Michelle Holmes*)
- Skyline High School (*Kim Lammers*)

Presentations/Proclamations

- *Presentation: Dino Rossi* (10 minutes)
- *Presentation: Kathy Lambert* (10 minutes)
- *Proclamation: Native Plant Appreciation Week* (3 minutes)

Consent Agenda (1 minute)

- Payroll for pay period ending March 15, 2008 for pay date March 20, 2008 in the amount of \$222,586.75
- 1. Approval: March 17, 2008 Study Session Notes
- 2. Approval: March 18, 2008 Regular Meeting Minutes
- 3. Contract: Pine Lake Park Picnic Shelter Replacement/Denneko
- 4. Contract: Brick House Demolition/Wm. Dickson Co.
- 5. Contract: South Pine Lake Route Construction Management/KBA, Inc.
- 6. Contract: Beaver Lake Waterline/HDC
- 7. Contract: Hearing Examiner Services/Crandall/Galt
- 8. Contract: Pergola Remodel/Ellis Construction
- 9. Bid Award: Storage Moving/Sprint Moving and Storage
- 10. Bid Award: South Pine Lake Route Walkway Project/Hos Brothers
- 11. Bid Rejection: Performance Stage Purchase

Public Hearings—None

Unfinished Business

- 12. Interlocal: Soaring Eagle Park Transfer Agreement/ King County (20 minutes)

New Business

- 13. Resolution: Updated Beaver Lake Management Plan (10 minutes)
- 14. Approval: Claims for period ending April 1, 2008 for Check No. 20426 through Check No.20511 in the amount of \$1,011,466.71 (30 minutes)
- 15. Interlocal: An Agreement between King County and the City of Sammamish Relating to Historical Landmark Designations and Protection Services
- 16. Ordinance: First Reading Adding A New Chapter To The Sammamish Municipal Code Relating To The Protection And Preservation Of Landmarks

Council Reports (21 minutes)

City Manager Report (10 minutes)

Executive Session— If Necessary

Adjournment (9:00 pm)

Public Comments

Provides an opportunity for citizens to address the Council regarding any issue. Comments are limited to three minutes.

Consent Agenda

Agenda Bills and items listed below have been distributed to Council Members in advance for study.

If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Council Member.

Regular Agenda

Council may add or take action on other items not listed on this agenda.

Accommodations

The meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 425-295-0511 at least two (2) business days in advance.

Television Rebroadcasts

Daily at: 7:00 p.m.
1:00 a.m.
7:00 a.m.
1:00 p.m.

Meeting Materials

Council Meeting Agenda Packets are available on the City's website at: www.ci.sammamish.wa.us

AGENDA CALENDAR

March 2008			
Mon 03/31	6:00 pm	Joint Meeting	Issaquah City Council – Tibbets Creek Manor
April 2008			
Tues 04/01	6:30 pm	Regular Council Meeting	<p>Presentation: Dino Rossi Presentation: Kathy Lambert Proclamation: Native Plant Appreciation Week Bid Award: South Pine Lake Route Walkway Project/Hos Brothers Bid Rejection: Performance Stage Purchase Bid Award: Storage Moving Contract: South Pine Lake Route Walkway CM/KBA. Inc. Resolution: Updated Beaver Lake Management Plan Contract: Pine Lake Park Picnic Shelter Replacement/Denneko (consent) Contract: Brick House Demolition (consent) Contract: Hearing Examiner Services (consent) Contract: Beaver Lake Waterline/HDC Financial Review Interlocal: Soaring Eagle Park Transfer Agreement/King County</p>
Tues 04/08	6:30 pm	Study Session	<p>Planning Commission Recommendations 2008 Comp Plan Amendments Purchasing Manual</p>
Fri 04/11	3:00pm – 5pm	Special Meeting	Town Center Field Trip
Tues 04/15	6:30 pm	Regular Council Meeting	<p>State of the City Report Annual Impact Fee Report Public Hearing: First Reading PAA/2008 Comp Plan Changes Public Hearing First Read: Ordinance Code Interpretation Amendment Resolution: Accepting Purchasing Manual (consent) Agreement: Route 269 Financial Agreement/King County (consent) Contract: Non-Motorized Project List/ Contract: 212th Sidewalk/ Contract: Architectural Services Public Works/Parks Shop</p>
Mon 04/21	6:30 pm	Study Session	<p>Town Center Plan Evans Creek Preserve Preliminary Study Results Contract: Sammamish Landing Master Plan/Consultant (consent) City Insurance Services</p>
May 2008			
Tues 05/06	6:30 pm	Regular Council Meeting	<p>Public Hearing: First Reading Emergency Wireless Ordinance Public Hearing: First Reading Emergency Density Amendment Parks Commission Recommendation on Parks Bond and Parks CIP Town Center Public Hearing Second Read: Ordinance Code Interpretation Amendment Contract: Freed House Foundation Construction and Move/Contractor (consent)</p>
Tues 05/13	6:30 pm	Study Session	<p>2008 Comp Plan Amendments Town Center Discussion: Parks Bond and Parks CIP Sammamish Landing Master Plan Early Input Discussion</p>
Mon 05/19	6:30 pm	Study Session	4 th on the Plateau Update

Tues 05/20	6:30 pm	Regular Council Meeting	Public Hearing: First Reading Town Center Public Hearing: First Reading 2008 Comp Plan Amendments Second Reading Emergency Wireless Ordinance Second Reading Emergency Density Amendment Dedication: Confluence Sculpture Resolution: SYB Youth Board Appointments Resolution: 4 th of July Parking Contract: Fireworks/
June 2008			
Tues 06/03	6:30 pm	Regular Council Meeting	Quarterly Report: Finance/Community Development Ordinance: 2008 Comp Plan Amendments Ordinance: Second Reading Town Center Plan
Tues 06/10	6:30 pm	Study Session	2008 Comp Plan Amendments 2009/2010 Budget Discussion: Parks Bond and Parks CIP
Thurs 06/12		Budget Retreat	
Sat 06/14		Budget Retreat	
Mon 06/16	6:30 pm	Study Session	Discussion: Review Sammamish Landing Master Plan Alternatives
Tues 06/17	6:30 pm	Regular Council Meeting	Quarterly Reports: Police/Fire/Administration Resolution: 6-Year TIP Resolution: 6-Year CIP Resolution: Parks Bond
July 2008			
Tues 07/01	6:30 pm	Regular Council Meeting	Quarterly Reports: Parks/Public Works Contract: Pine Lake Park Waterfront Improvement and Dock Replacement/Contractor
Tues 07/08	6:30 pm	Study Session	
Tues 07/15	6:30 pm	Regular Council Meeting	
Tues 07/21	6:30 pm	Study Session	
August 2008			
			No meetings
Sept 2008			
Tues 09/02	6:30 pm	Regular Council Meeting	Quarterly Report: Finance/Community Development
Tues 09/09	6:30 pm	Study Session	PSW/Comcast/Millennium Cable Franchises
Mon 09/15	6:30 pm	Study Session	Ordinance: First Reading Franchise Agreements Discussion: Sammamish Landing Preferred Alternative
Tues 09/16	6:30 pm	Regular Council Meeting	
October 2008			
Tues 10/07	6:30 pm	Regular Council Meeting	Quarterly Reports: Police/Fire/Administration Ordinance: Second Reading Franchise Agreements Contract: Sween House Remodel/Contractor (consent)
Tues 10/14	6:30 pm	Study Session	Resolution: Sammamish landing Preferred Master Plan Alternative
Mon 10/20	6:30 pm	Study Session	
Tues 10/21	6:30 pm	Regular Council Meeting	Quarterly Reports: Parks/Public Works Acceptance: South Pine Lake Route Project
November 2008			
Tues 11/04	6:30 pm	Regular Council Meeting	Public Hearing/First Reading Ordinance: 2009-2010 Budget
Tues 11/11	6:30 pm		Veterans Day City Offices Closed

Mon 11/17	6:30 pm	Study Session	
Tues 11/18	6:30 pm	Regular Council Meeting	Public Hearing/Second Reading Ordinance: 2009-2010 Budget
December 2008			
Tues 12/02	6:30 pm	Regular Council Meeting	
Tues 12/09	6:30 pm		
Mon 12/16	6:30 pm	Study Session	
Tues 12/17	6:30 pm	Regular Council Meeting	

To Be Scheduled	To Be Scheduled	Parked Items
<p>Resolution: Adopting Evans Creek Preserve Master Plan</p> <p>Approval: Non-Motorized Project Priority List</p> <p>Street Lighting Standards Revision</p> <p>Storm Drainage Manual Update</p> <p>Contract: 212th Avenue Sidewalk Design/Construction</p> <p>Public Hearing/Second Reading LID Ordinance</p>	<p>Resolution: Pine Lake Water Quality Plan</p> <p>Contract: Louis Thompson Basin Plan Design (Jan 2007)</p> <p>Ordinance: First Reading: Puget Sound Energy/Sewer Districts/Cable Franchise</p> <p>Resolution: Sammamish Commons Final Acceptance</p> <p>Interlocal: Soaring Eagle Park Transfer</p> <p>Contract: NPDES Phase II Permit Gap Analysis</p>	<p>Sculpture Loans for Sammamish Commons</p> <p>Postal Package drop/postal center Connectivity</p> <p>Duthie Hill Road Improvements</p> <p>Lake Buffers</p>

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March 2008

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

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

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

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Events

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

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

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Last updated Mar 25 2008



STUDY SESSION NOTES

Study Session March 17, 2008

Mayor Lee Fellingge opened the Joint Meeting/study session of the Sammamish City Council at 6:30 pm.

Public Comment:

Mary O'Brien: She commented on the Town Center Plan.

Topics:

- Town Center Plan

Close Study Session

10:00 pm

COUNCIL MINUTES

Regular Meeting March 18, 2008

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

Councilmembers present: Mayor Lee Felling, Deputy Mayor Don Gerend, Councilmembers Jack Barry, Kathleen Huckabay, Mark Cross, 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. Public Works Director John Cunningham led the pledge.

Public Comment

Richard Kuprewicz 4643 192nd Drive NE: He has concerns with what he and his neighbors refer to as “flipper accidents” within the Hidden Ridge Development. He is opposed to cut through traffic and the removal of any barricades in his neighborhood.

Tom Melling 1307 E. Beaver Lake Drive: Spoke on behalf of Friends of Beaver Lake. He commented on Trossachs 14 development and is opposed to removal of the barricades and any thru traffic in the Beaver Lake Community. (Handouts of his comments are available in the City’s Clerks Office upon request)

Kate Poaster 21627 SE 8th Street: She implied there is no maintenance or replanting occurring at the Discovery Wetland project area. (Photographs available in the City Clerk’s Office upon request)

Tom Harmon 4369 243rd Avenue SE: He has concerns related to the possible removal of barricades in the Beaver Lake area.

Approval of Agenda

MOTION: To approve the agenda. Councilmember Cross seconded. Motion carried unanimously 7-0.

Student Liaison Report

Skyline Student Liaisons (*Kim Lammers*): She reported home track meet and a bake sale this Thursday to raise money for a tiger habitat at the Cougar Mountain Zoo. A dance benefit to raise money for awareness of AIDS in Africa is also scheduled to occur the same day. ASB 2008-2009 Executive Board elections were conducted last week.

Presentations

- **Quarterly Report: Parks and Recreation**

Parks Director Jessi Richardson presented the staff report. See PowerPoint presentation on the City's website www.ci.sammamish.wa.us.

- **Quarterly Report: Public Works**

Public Works Director John Cunningham presented the staff report. See PowerPoint presentation on the City's website www.ci.sammamish.wa.us.

Council members suggested working on new lighting standards, sidewalk standards and requested Farmer's Market flags to be placed on poles during the months of the Market. Councilmember Whitten commented on Pine Lake Water Quality Study that is currently on the City's future work plan. City Manager Yazici reiterated that Farmer's Market flags would need to be designed and the City would be required to schedule King County staff to hang the flags on the poles.

Consent Calendar

- **Payroll for pay period ending February 29, 2008 for pay date March 5, 2008 in the amount of \$235,225.91**
- **Approval: Claims for period ending March 18, 2008 for Check No. 20317 through Check No.20425 in the amount of \$455,576.08**
- **Resolution: Adopting the East Sammamish Park Master Plan**
- **Resolution: Amending City of Sammamish Employee Salary Schedule for Fiscal Year 2008/Lifeguards**
- **Interlocal: Recycling Grants/King County, Seattle Health Department and Department of Ecology**
- **Approval: Notes for January 2008 Council Retreat**
- **Approval: Minutes for January 22, 2008 Special Meeting**
- **Approval: Notes for February 12, 2008 Study Session**
- **Approval: Minutes for March 4, 2008 Regular Meeting**
- **Approval: Notes for March 11 Study Session**

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

Public Hearing: None

Unfinished Business: None

New Business: None

Council Reports:

Councilmember Barry: None.

Deputy Mayor Gerend: He clarified language included in the budget regarding the Sammamish Symphony. He attended the National League of Cities Conference in Washington DC last week. A tax increase and light rail was discussed at Eastside Transportation Choices.

MOTION: Councilmember Gerend moved to amend the language in the 2008 budget to reflect the \$5,000 grant money set aside for the Sammamish Symphony is for public performance at Eastlake High School and 1 or 2 summer events. Motion carried 7-0.

Councilmember Huckabay Invited Council Members to the Eastside Transportation House Party on April 21st. Eastside Transportation Choices discussed Light Rail and demands of additional buses.

Councilmember Whitten: She attended Association of Washington Cities presentation at Sammamish City Hall last Friday on the National Pollutant Discharge Elimination System (NPDES) future permitting requirements.

Councilmember Petitti: None.

Mayor Felling: He attended National League of Cities Conference in Washington DC last week.

City Manager Report

• **Update: Permit Processing Improvements**

City Manager Ben Yazici presented the staff report. Copies of the PowerPoint presentation are available on the City's website www.ci.sammamish.wa.us.

Executive Session: None.

MOTION: To adjourn. Motion carried unanimously 7-0

Meeting adjourned at 9:30 p.m.

Stacy Herman, Deputy City Clerk

Lee Felling, Mayor



CITY COUNCIL AGENDA BILL

Subject:

Pine Lake Park, Phase II – Picnic Shelter
Replacement - Award of Construction Contract

Meeting Date: April 1, 2008**Date Submitted:** March 25, 2008**Originating Department:** Parks and Recreation**Clearances:****Action Required:**

Authorize the City Manager to award and execute a contract with the lowest responsible bidder for construction of three new Picnic Shelters at Pine Lake Park

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

1. Bid Tabulation
2. Perspectives of Shelters
3. Contract

Budgeted Amount: \$1,500,000 is allocated for Phase II Improvements. An additional \$200,000 is allocated in the Parks CIP for capital replacement. This construction contract is the first of two contracts for Phase II improvements at Pine Lake Park.

Summary Statement:

During the planning stages for the Phase II construction project, the picnic shelters were identified for replacement due to deterioration and structural limitations. This contract is for the construction of three picnic shelters (one large and two small). The shelter perspectives are attached. The project will also include the construction of rain gardens adjacent to each shelter to address water runoff.

Bids were opened on Thursday March 13, 2008 and a total of five bids were received. Staff evaluated the bids and Danneko Construction was identified as the lowest responsible bidder.

Background:

Pine Lake Park was acquired from King County after incorporation. This project was first identified in 2002 as part of the Park Master Plan. A Phase I improvement project was completed in 2004.

Project funding for Phase II was allocated as part of the Capital Improvement Project budget for 2007-2008. Design was substantially completed in early 2008.

Construction Drawings for the second part of the Phase II improvements, which includes the shoreline and dock improvements, will be completed this summer for construction after the summer beach season.

Financial Impact:

The contract amount of \$227,265.00 is included in the approved budget (\$1,500,000) for the Phase II Improvement Project at Pine Lake Park.

Recommended Motion:

Authorize the City Manager to award and execute a contract with Danneko Construction for replacement of the picnic shelters at Pine Lake Park.

Bid Tabulation

Project: Pine Lake Park Phase II- Shelter Construction

Owner: City of Sammamish Parks Department

Date: 3/13/2008 Time: 11:00 Location: City of Sammamish Council

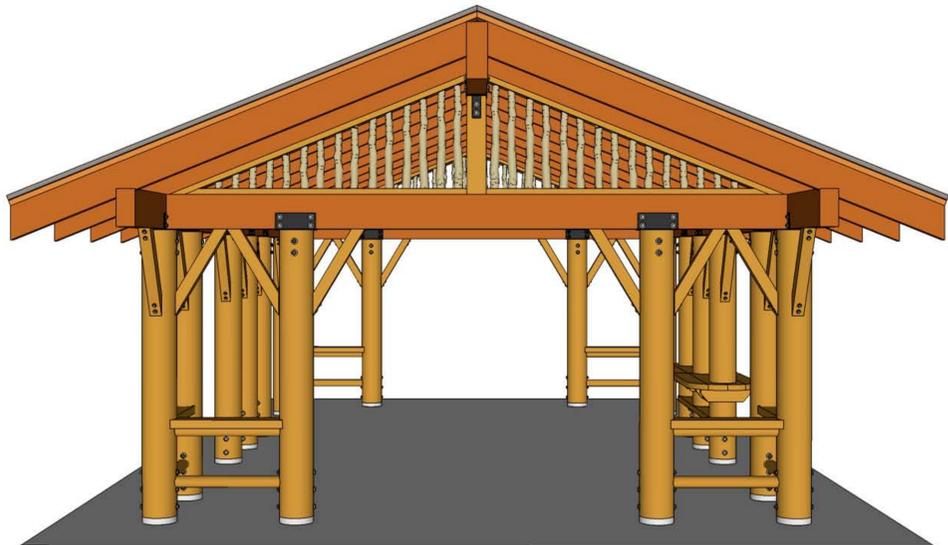
Bidder	Signed Proposal	Add. Receipt	Bid Bond	Noncolusion Affidavit	Base Bid Amount	Alternate #1 Amount	Alternate #2 Amount	Alternate #3 Amount	Alternate #4 Amount
Buckley Nursery Co Inc.	Yes	#1	Yes	Yes	\$ 291,353.00	\$ 55,532.00	\$ 8,231.00	\$ 43,538.00	\$ 34,376.00
L.W. Sandstrom, Inc.	Yes	#1	Yes	Yes	\$ 223,500.00	\$ 30,000.00	\$ 3,000.00	\$ 30,000.00	\$ 29,500.00
A-1 Landscaping and Construction, Inc.	Yes	#1	Yes	Yes	\$ 394,000.00	\$ 78,000.00	\$ 16,000.00	\$ 72,000.00	\$ 14,000.00
Danneko Construction	Yes	#1	Yes	Yes	\$ 169,000.00	\$ 69,000.00	\$ 7,000.00	\$ 32,500.00	\$ 28,000.00
Award Construction Inc.	Yes	#1	Yes	Yes	\$ 221,631.62	\$ 36,020.83	\$ 3,074.50	\$ 28,373.56	\$ 46,767.93

The Apparent Low Bidder is

Danneko Construction (total project)

\$ 305,500.00

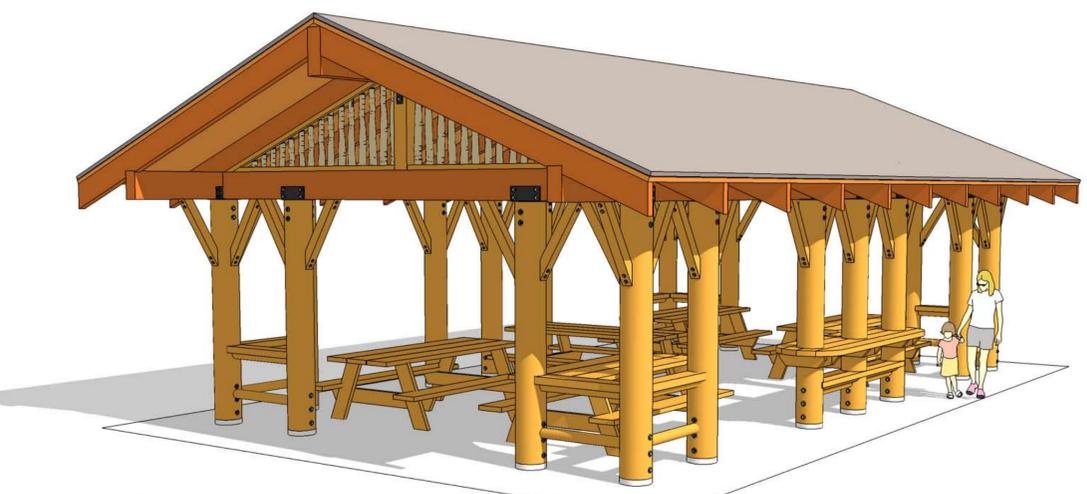
Engineers Estimate (total project) \$325,000-\$375,000



Large Shelter End Perspective



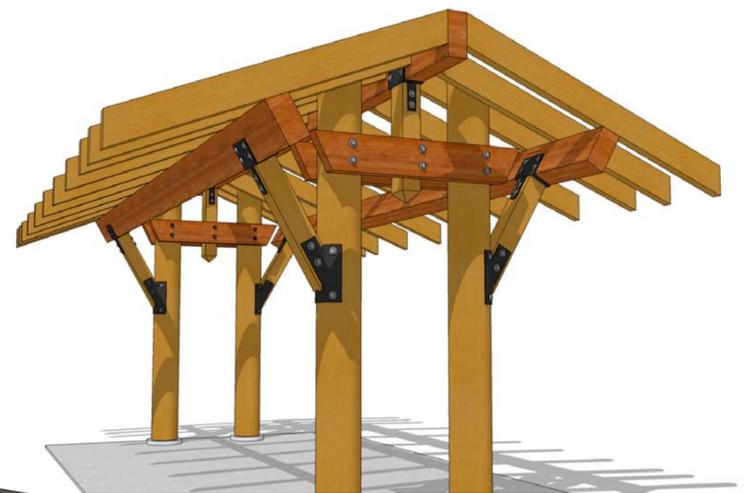
Large Shelter Side Perspective



Large Shelter Oblique Perspective



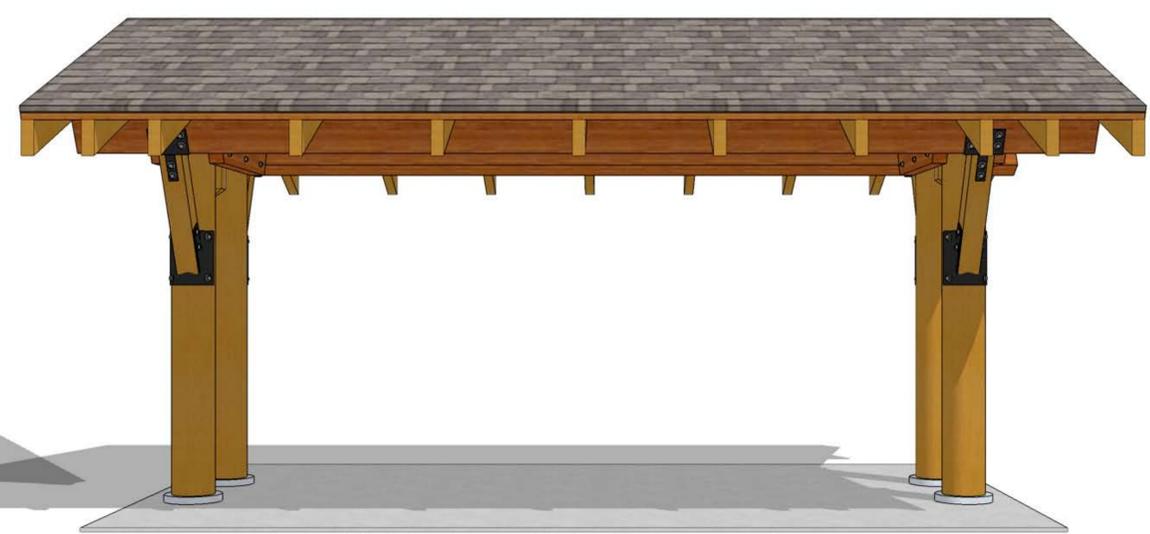
Large Shelter Oblique Perspective



Small Shelter Oblique Perspectives



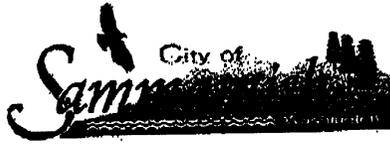
Small Shelter Oblique Perspective



Small Shelter Side Perspective



Small Shelter Oblique Perspectives



CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into this 2nd day of April, 2008 by and between THE CITY OF SAMMAMISH, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "CITY" and DANNEKO CONSTRUCTION, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

- 1) The Contractor shall within the time stipulated, (to-wit: within 91 working days from date of commencement hereof as required by the Contract, of which this agreement is a component part) perform all the work and services required to be performed, and provide and furnish all of the labor, materials, appliances, machines, tools, equipment, utility and transportation services necessary to perform the Contract, and shall complete the construction and installation work in a workmanlike manner, in connection with the City's Project Pine Lake Park Phase II Shelter Construction for improvement by construction and installation of: 3 Picnic Shelters and other work, all in accordance with the attached Contract Plans, Special Provisions, and the current edition of the Washington State Department of Transportation Standard Specifications.

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

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

- 3) If the Contractor refuses or fails to prosecute the work or any part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension in writing thereof, or fails to complete said work with such time, or if the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of the Contractor's insolvency, or if he or any of his subcontractors should violate any of the provisions of this Contract, the City may then serve written notice upon him and his surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such violation or non-compliance of any provision of the Contract shall cease and satisfactory arrangement for the correction thereof be made, this Contract, shall, upon the expiration of said ten (10) day period, cease and terminate in every respect. In the event of any such termination, the City shall immediately serve written notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within fifteen (15) days after the serving upon it of such notice of termination does not perform the Contract or does not commence performance thereof within thirty (30) days from the date of serving such notice, the City itself may take over the work under the Contract and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and his surety shall be liable to the City for any excess cost or other damages occasioned the City thereby. In such event, the City, if it so elects, may, without liability for so doing, take possession of and utilize in completing said Contract such materials, machinery, appliances, equipment, plants and other properties belonging to the Contractor as may be on site of the project and useful therein.
- 4) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.
- 5) Contractor agrees and covenants to hold and save the City, its officers, agents, representatives and employees harmless and to promptly indemnify same from and against any and all claims, actions, damages, liability of every type and nature including all costs and legal expenses incurred by reason of any work arising under or in connection with the Contract to be performed hereunder, including loss of life, personal injury and/or damage to property arising from or out of any occurrence, omission or activity upon, on or about the premises worked upon or in any way relating to this Contract. This hold harmless and indemnification provision shall likewise apply for or on account of any patented or unpatented invention, process, article or appliance manufactured for use in the performance of the Contract, including its use by the City, unless otherwise specifically provided for in this Contract.

In the event the City shall, without fault on its part, be made a party to any litigation commenced by or against Contractor, then Contractor shall proceed and hold the City harmless and he shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the City in connection with such litigation. Furthermore, Contractor agrees to pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by City in the enforcement of any of the covenants, provisions and agreements hereunder.

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

- 7) The Contractor shall commence performance of the Contract no later than 10 calendar days after Contract final execution, and shall complete the full performance of the Contract not later than 91 working days from the date of commencement. For each and every working day of delay after the established day of completion, it is hereby stipulated and agreed that the damages to the City occasioned by said delay shall be a sum calculated and imposed in compliance with 2004 WSDOT Standard Specifications, Section 1-08.9, Liquidated Damages (and not as a penalty) for each such day, which shall be paid by the Contractor to the City.
- 8) Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of any installation provided for by this Contract shall relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Contractor shall be under the duty to remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within the period of one (1) year from the date of final acceptance only that work listed in Group(s) none of the Summary of quantities in the Contract Plans, i.e. the "Federal Non-participating Items," unless a longer period is specified. However, all manufacturer's warranties or guarantees on electrical and mechanical equipment, consistent with those provided as customary trade practice, shall be assigned to the City at the time of project acceptance. The Contractor shall further be required to supply warranties or guarantees providing for satisfactory in-service operation of any mechanical and electrical equipment and related components involved in Group(s) none of the Summary of Quantities in the Contract Plans, i.e. "Federal Participating Items" for a period not to exceed 6 months following project acceptance. The City will give notice of observed defects as heretofore specified with reasonable promptness after discovery thereof, and Contractor shall be obligated to take immediate steps to correct and remedy any such defect, fault or breach at the sole cost and expense of Contractor.
- 9) The Contractor and each subcontractor, if any, shall submit to the City such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and miscellaneous data pertaining to the Contract as may be requested by the City from time to time.
- 10) The Contractor shall furnish a surety bond or bonds as security for the faithful performance of the Contract, including the payment of all persons and firms performing labor on the construction project under this Contract or furnishing materials in connection with this Contract; said bond to be in the full amount of the Contract price as specified in Paragraph 11. The surety or sureties on such bond or bonds must be duly licensed as a surety in the State of Washington.
- 11) The total amount of this contract is the sum of \$227,265.00
numbers
Two hundred twenty seven thousand two hundred sixty five dollars and 00/100 cents
written words
which includes any required Washington State Sales Tax. Payments will be made to Contractor as specified in the "Standard Specifications" of this Contract.



CITY COUNCIL AGENDA BILL

Subject:

Sammamish Commons Phase II - Brick House
Demolition – Award of Demolition Contract

Meeting Date: April 1, 2008

Date Submitted: March 25, 2008

Originating Department: Parks and Recreation

Clearances:

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

Action Required:

Authorize the City Manager to award and execute a contract with WM Dickson Co. for abatement and demolition of the Brick House located at the Sammamish Commons Park.

Exhibits:

1. Bid Tabulation
2. Contract and Scope of Work

Budgeted Amount: \$1,000,000 was allocated for the Sammamish Commons Phase II improvements in the 2007-08 budget.

Summary Statement:

This contract is for the demolition of the Brick House located at 22505 SE 4th Street, Sammamish, WA, within the Sammamish Commons Park. The brick house site is the future location of the historic Freed House.

The project includes asbestos abatement and demolition of a brick house and associated garage of an abandoned residence, currently part of Sammamish Commons Park. Utilities will be capped and the existing septic system will be removed in accordance with state and federal requirements. The site will be graded for future development.

Bids were opened on Wednesday, March 19, 2008 and a total of four bids were received. Staff evaluated the bids and WM. Dickson Co. was identified as the lowest responsible bidder.

Background:

The Brick House, formerly known as the Etzler residence, was acquired to be included as part of the Sammamish Commons Park. In order to make room for future improvements to the park, the residence and associated 2-car garage need to be removed from the site.

Financial Impact:

The contract amount of \$21, 227.75 is included in the approved budget (\$1,000,000) for Phase II Improvements at the Lower Sammamish Commons.

Recommended Motion:

Authorize the City Manager to award and execute a contract with Wm. Dickson for abatement and demolition of the Brick House at the Lower Sammamish Commons.

Bid Tabulation

Project: Brick House Demo

Owner: City of Sammamish Parks Department

Date: 3/19/2008 Time: 2:00 P.M. Location: City of Sammamish

Bidder	Signed Proposal	Bid Amount
WM. Dickson Co.	Yes	\$ 21,227.75
Construction Group International	Yes	\$ 41,733.00
PCI Democon	Yes	\$ 30,405.55
3 Kings Environmental, Inc.	Yes	\$ 52,333.00

The Apparent Low Bidder is

WM. Dickson Co.

\$ 21,227.75



**SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT**

Between: The City of Sammamish and Wm. Dickson Co.
Project: Brick House Abatement and Demolition
Commencing: April 2, 2008
Terminating: April 30, 2008
Amount: \$21,227.75

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for the Brick House Abatement and Demolition at 22505 SE 4th Street, Sammamish, WA and

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

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

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

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

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

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

Exhibit 2

The Contractor shall submit invoices for work performed using the form set forth in Exhibit “B”. The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set forth in Exhibit “D” for a sum not to exceed \$21,227.75.

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

4. Time of Performance/Liquidated Damages. The Contractor agrees to enter into a contract no later than ten (10) working days after Notice of Award and begin work within twenty-nine (29) working days after the date of Notice to Proceed. Completion time from the Notice to Proceed will be Twenty-five working days. If the work is not completed within the time specified, the Contractor agrees to have damages from the Contractor delay deducted from payment due the Contractor. Liquidated damages shall be assessed according to WSDOT Standard Specifications, 1-08.9.

5. Warranties/Guaranty.

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

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

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

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

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

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

7.3 Worker's Compensation insurance at the limits established by the State of Washington.

Exhibit 2

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

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

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

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

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

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

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

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

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

15. Attorneys Fees. In the event any action is brought by either party to enforce the terms of this contract or for breach of this contract by the other party, the parties agree that the non-prevailing

Exhibit 2

party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Sammamish

Contractor:

Contact Name:

Contact Name:

801 228th Avenue SE

Address:

Sammamish, WA 98075

Phone: (425) 295-0500

Phone:

Contact email:

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: _____

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

REQUEST FOR CONTRACTOR PAYMENT

- *Original payment request describing work provided must be attached*

Invoice Number _____ Date of Invoice _____

Contractor _____

Specific Program / Budget _____

FINANCE DEPARTMENT WILL ATTACH A COPY OF THIS FORM TO PAYMENT

Reporting Period: _____

Total Contact Amount: \$ _____

Previous Payments: \$ _____

CURRENT PAYMENT REQUEST: \$ _____

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

Remaining Balance \$ _____

Project Engineer _____ Date _____

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

Requesting Department _____ Date _____

Approved for Payment _____ Date _____

Department Director

Finance Dept.

Check # _____ Check Date: _____



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation

Partnership

Government

Consultant

Individual/Proprietor

Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



CITY COUNCIL AGENDA BILL

Subject:
 South Pine Lake Route Improvements
 Construction Management and Constructability
 Services

Meeting Date: April 1, 2008

Date Submitted: March 26, 2008

Originating Department: Public Works

Clearances:

Action Required:
 Authorize the City Manager to execute a Contract
 with KBA, Inc. for Construction Management and
 Constructability Services.

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Contract
2. "Exhibit D" – Fee Estimate

Budgeted Amount: \$1,960,852, total project budget 2007-2009.

Summary Statement:

The South Pine Lake Route Improvements project has been successfully bid. At this time we are requesting authorization to enter into a contract for construction management and constructability services with KBA, Inc. in the amount of \$186,000. These services will include consultation, contract administration, field observation, documentation, and reporting. It is currently anticipated that this project will be begin construction by mid April and will last approximately 3 months.

Background:

In September 2005, Council authorized the City Manager to execute a professional services contract with Otak, Inc. to design the project. On February 5, 2008, Council authorized the City Manager to execute an agreement to purchase wetland mitigation credits from the Sammamish Plateau Water and Sewer District.

Financial Impact:

Total funds of \$1,700,800 remain for the construction of this contract. A favorable bidding climate has benefited the City with many construction bids well below the Engineer's estimate. The contract fee for KBA, Inc. services is within the budget for the project. Remaining expenses to complete the project are shown below:

\$1,700,800	Remaining Budget
<hr/>	
\$1,111,235	Construction Contract
\$166,685	Constr. Contingency (15%)
\$29,500	Remaining Design Contract
\$186,000	CM Contract
\$10,000	Materials Testing & Survey
\$10,000	Wetland Mitigation Bank
<hr/>	
\$187,380	Budget Reserve

Recommended Motion:

Authorize the City Manager to execute the attached contract for construction management, constructability and plan review services with KBA, Inc. in the amount of \$186,000, for services on the South Pine Lake Route Improvements.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: KBA, Inc.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$186,000

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2009, unless sooner terminated under the provisions of the Agreement. The Consultant acknowledges the importance to the City of the City's project schedule and agrees to perform its services with due and reasonable diligence consistent with sound professional practices.

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

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

6. **Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify and hold the City, its officers, officials, employees, and agents harmless from any and all claims, injuries, damages and losses (including reasonable attorney's fees) arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement. The Consultant is not obligated to indemnify the City for the City's own negligence.

7. **Insurance.**

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

C. This Agreement may be cancelled immediately if the Consultant ceases to be insured per the provisions of this Agreement, or if the Consultant is unable to perform the services called for by this Agreement.

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

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

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

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

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

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

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

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

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

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075

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

K. Wendell Adams, P.E.
KBA
11000 Main Street, Suite 100
Bellevue, WA 98004
Phone number: (425) 455-9720

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT *KBA, INC.*

By: _____

By: *[Signature]*

Title: _____

Title: President

Date: _____

Date: 3-26-08

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A
SCOPE OF SERVICES
Construction Management Services
for
South Pine Lake Route Project
City of Sammamish

KBA (Consultant) will provide Construction Management (CM) services to the City of Sammamish (CITY), for the project known as **South Pine Lake Route Project**.

These services will include consultation, contract administration, field observation, and documentation, as required during the construction of the project, as detailed below:

I. BASIC CONSTRUCTION MANAGEMENT SERVICES

A. Project Management

1. Provide overall project management, coordination with the CITY, monthly progress reports, and invoicing. This effort will include the following elements.
 - a. Day-to-day project management: liaison with CITY on a regular basis to discuss project issues and status.
 - b. Manage subconsultants and Consultant's staff. Organize and layout work for project staff.
 - c. Review monthly expenditures, prepare invoice, and submit project progress letter to CITY.
 - d. Attend Meetings with the CITY as required.

B. Preconstruction Services

1. Organize and lead preconstruction conference
 - a. Prepare and distribute notices.
 - b. Prepare agenda
 - c. Conduct the meeting
 - d. Prepare and distribute meeting notes to attendees and affected agencies
2. Take a set of digital preconstruction photographs and/or video tape.

Deliverables:

- Preconstruction Conference agenda and meeting notes
- Photos and/or video tape of preconstruction condition

C. Construction Services – Contract Administration

1. Liaison with the CITY, contractor, designer, appropriate agencies, property owners, and utilities.
2. Provide the CITY with monthly executive summary progress reports, highlighting progress and advising of issues which are likely to impact cost, schedule, or quality/scope. This report is to be limited to a two page document in memorandum format.
3. Review the contractor's proposed schedule for constructability and contract compliance, and bring perceived problems to their attention. Monitor the contractor's conformance to

- schedule and require updated schedules when needed. Advise CITY of schedule changes. Review third party utility work schedules for compatibility.
4. Weekly meetings. Lead weekly meetings, including preparing CITY pre-briefing, weekly meeting agenda, meeting notes, and distributing copies of meeting notes to attendees. Track outstanding issues on a weekly basis.
 5. Shop Drawings/Submittal Review. Review or cause to be reviewed shop drawings, samples, traffic control plans, test reports, and other data submitted by the Contractor for general conformance to the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions and inconsistencies, nor is it intended to relieve the Contractor of their full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, and/or omissions between the submittals and the Contract requirements. This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights, or gauges, fabrication processes, construction means or methods, or coordination of the work with other trades, all of which are the sole responsibility of the construction contractor. Review of a specific item will not indicate that the Consultant has reviewed the entire assembly of which the item is a component.
 6. Respond to requests for information (RFI's). Provide technical interpretations of the drawings, specifications, and Contract Documents, evaluate requested deviations from the approved design or specifications, or forward to appropriate party for interpretation and/or evaluation.
 7. Change management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders. Develop minor change orders and provide technical assistance to negotiate the change orders. Change order work for changes in excess of 10% of the construction contract amount will be considered as extra work under Optional Services.
 8. Monthly Pay Requests. Prepare monthly requests for payment and review payment estimates with the Construction Contractor, review with CITY and Contractor and approve, as appropriate.
 9. Evaluate Contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
 10. Provide construction coordination assistance to CITY for coordination and schedule of project elements and activities by designers, other agencies and utilities.
 11. Provide information for City to prepare media communications of project status. The Consultant will coordinate media releases and traffic advisory updates if requested by the CITY. Provide information for City's inclusion into a project website, if requested.
 12. Record drawings. Review not less than monthly the Contractor's redline set of contract drawings, if required by Contract Provisions.
 13. Document Control. Collect, organize, and prepare documentation on the project, following funding agency guidelines / WSDOT Construction Manual guidelines. Establish and maintain document retention and tracking system, compatible with City and funding agency requirements. Log in and out, and maintain files on, RFI's, submittals, correspondence, Meeting notes, and project documents.
 14. Final Records. Compile and convey final project records, transferring to the City for archiving at acceptance of the work.

Deliverables:

- Weekly meeting notes
- Monthly Report on Job Progress and Cost

- Final records
- Copies of all Request for Information (RFI's) and responses
- All correspondence

D. Construction Services – Field

1. Provide the services of one part-time Resident Engineer, one full-time Project Representative, supplemental assistants and oversight from the Project Manager, as needed, on the project site who will observe the technical conduct of the construction, including providing day-to-day contact with the Contractor, City, third party utilities, and will monitor for adherence to the Contract Documents. The Consultant's personnel shall act in accordance with Section 1-05.1 and 1-05.2 of the current WSDOT/APWA Standard Specifications.
2. Inspect material, workmanship, and construction areas to enhance compliance with contract specifications; plans, and applicable codes, and notify contractor of noncompliance by issuing non-compliance orders.
3. Prepare daily construction reports, recording the Construction Contractors' operations observed while the Consultant is on site; prepare documentation of completed work, and other items, including partial payments and change orders.
4. Interpret plans, drawings, specifications and other contract documents.
5. Periodically monitor the traffic control and pedestrian protection as required of the contractor.
6. Provide a Record of Materials indicating anticipated material approvals, material compliance documentation, and materials testing requirements. Maintain records of material compliance documentation received, and advise of any known deficiencies.
7. Advise the City of any non-conforming work observed during site visits and decisions made.
8. Decide questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor.
9. Respond to related questions from adjacent property owners and the general public.
10. Establish communications with property owners. Provide up to four periodic notification letters to affected property owners on upcoming work and providing contact numbers. Letters are to be printed on City letterhead. The City will be responsible for distribution of these letters.
11. Coordinate with permit holders on project to monitor compliance with approved permits, if applicable.
12. Prepare field records and documents to help assure the project is administered in accordance with funding requirements. Maintain one full size plan set, showing red lines for changes. This set will be used to verify the contractor's required asbuilt drawings.
13. Attend and actively participate in weekly on-site meetings.
14. Provide periodic digital photographs during the course of construction. Photographs to be labeled with date taken and subject matter.
15. Punch list. Upon substantial completion of work, coordinate with the City and other affected agencies, to perform a project inspection and develop a 'punch list' of items to be completed.
16. Coordinate and cause to be conducted materials tests during the work at the construction site. Coordinate the work of the resident inspector(s) and testing laboratories in the observation and testing of materials used in the construction; collect documentation of testing; and inform City and contractor of deficiencies.

Deliverables:

- Daily Reports – on a weekly basis on request

- Testing lab reports (performed by others)
- Inspector's redlined as-builts drawings
- Monthly progress pay estimates with all supporting documentation
- Statement of working days and documentation it was transmitted to contractor

E. Assumptions

1. Budget

- a. Consultant will provide the above services for the days/nights/hours that inspector staff is on-site. The inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time he/she is not on-site.
- b. Staffing levels are anticipated in accordance with attached budget estimate. A certain amount of extra hours have been figured into the budget to use, if needed, during peak construction activities. Supplemental assistance may be needed depending upon contractor's activities (number of crews and shifts).
- c. The level of effort required will not exceed the approved budget without prior approval by the City. The work is budgeted from April 1, 2008 through July 31, 2008. It is based on a 65 working days contract from noticed to proceed (NTP) to substantial completion. An additional 10 days are included for physical completion. Should further services be required, or should the construction contract run longer than this time period, the City and KBA will negotiate a supplement to this Agreement.
- d. The rates in the budget are based on work being performed in 2008. If services are needed past 2008, rates will need to be established for the additional work period.
- e. Mileage will be reimbursed at IRS rates current at the time the mileage is incurred.
- f. No budget estimate has been included for "Optional Services", Section II below.

2. Services City will provide

- a. The City will provide a materials testing firm to be available for KBA to use for materials testing as needed.
- b. The City will provide a meeting/conference room for weekly meetings.
- c. Office space for two people, with desks, equipment, and phones for management of the project.
- d. City to provide survey project control.
- e. City will assist with coordination of utility franchise agreements.

3. KBA's Services

- a. The Consultant will monitor the construction contractor's activities, and ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work, and pursue the other remedies in the interests of the Agency, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractors' performance, and it is understood that Consultant shall assume no responsibility for: proper construction means, methods, techniques; project site safety, safety precautions or programs; or for any other entity than itself's failure to perform its work in accordance with laws, contracts, regulations, or City's expectations.

- b. Because of the prior use of the project site, there is a possibility of the presence of toxic or hazardous materials. KBA shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials, in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, and the City agrees to indemnify and hold harmless KBA and its officers, employees, and consultants from any claims or liability, including attorney's fees, related to such toxic or hazardous materials.
- c. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
- d. Consultant is not responsible for any costs, claims, or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others.

II. OPTIONAL SERVICES

The services described under this task, and any other Extra Work requested by the City, will be performed only when authorized by the City. Authorization to perform Extra Work will be in the form of a Supplement to this Agreement, specifying the work to be performed, and basis of payment.

- A. Provide administrative and support services during construction which are not included in the above scope of services, which may include:
 1. Investigations, meetings, and negotiations with the Contractor involving claims and legal complaints, or a significant amount of defective or rejected work. A "significant amount" would be an item that might represent more than 2.5 percent of the total contract bid amount.
 2. Additional work resulting from delinquency or insolvency of the Contractor; or as a result of damage to the construction project caused by fire, flood, earthquake or other acts of God, all exclusive of additional work resulting from litigation.
 3. Additional work resulting from strikes, walkouts, or other acts of trade or labor unions or work required to resolve disputes or goals involving minorities. Additional work resulting from significant delays or acceleration of the work by the Contractor.
 4. Assistance to legal, financial, or other consultants engaged by the City beyond the services previously described.
 5. Additional services resulting from changes in scope or design of the project due to circumstances beyond the Consultant's control. Changes include, but are not limited to, changes in size, complexity, the schedule, character of construction, or method of financing.
- B. Prepare additional copies of approved drawings, specifications, and other contract documents, either for bidding purposes, or as requested by the City.
- C. Provide record drawings.
- D. Drafting of Procedures, or Operations and Maintenance Manual(s)

EXHIBIT B
 City of Sammamish
 Billing Invoice

To: City of Sammamish
 801 228th Avenue SE
 Sammamish, WA 98075
 Phone: (425) 898-0660
 FAX: (425) 898-0669

Invoice Number: _____ Date of Invoice: _____

Consultant: KBA, Inc.

Mailing Address: 11000 Main Street, Suite 100
 Bellevue, WA 98004
 Telephone: (425) 455-9732

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

 Authorized signature

For Department Use Only

 BUDGET SUMMARY

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Pay: \$	
Account Number:	340-401-595-62-63-00
Date:	
Approval:	

Approved for Payment by: _____

Date: _____

EXHIBIT C
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 898-0660
FAX: (425) 898-0669

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 91-1581414

Social Security No.: _____

Print Name: KBA, INC - Kristen Betty

Title: President

Business Name: KBA, INC

Business Address: 11000 MAIN STREET Bellevue WA 98004

Business Phone: 425 455 9720

3.26.08
Date

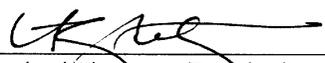

Authorized Signature (Required)

EXHIBIT D
BUDGET ESTIMATE
 Construction Management Services
 South Pine Lake Route Project

South Pine Lake Route Project
City of Sammamish
Project No. 401

	Principal	Project Manager	Resident Engineer	Project Representative	Office Assistant		Total Hours/Dollars
Construction Management Services	Rate --> 2008	\$ 196.00	\$ 178.00	\$ 125.00	\$ 110.00	\$ 70.00	
Task	Description						
Project Management							
1	Manage and Administer Agreement	24	4	0	4		34
		\$ 392.00	\$ 4,272.00	\$ 500.00	\$ -	\$ 280.00	\$ 5,444.00
2	Preconstruction Services - Site Visit, Meet Staff, Risk Registry	4	8	4	4		20
		\$ -	\$ 712.00	\$ 1,000.00	\$ 440.00	\$ 280.00	\$ 2,432.00
3	Set up Field Office and Procedures	0	4	4	4		12
		\$ -	\$ -	\$ 500.00	\$ 440.00	\$ 280.00	\$ 1,220.00
4	Prepare Record of Materials	8	16	0	2		26
		\$ -	\$ 1,424.00	\$ 2,000.00	\$ -	\$ 140.00	\$ 3,564.00
5	Organize and Lead Preconstruction Conference with Notes	2	8	4	4		18
		\$ -	\$ 356.00	\$ 1,000.00	\$ 440.00	\$ 280.00	\$ 2,076.00
Project Management Subtotal		2.0	38.0	40.0	12.0	18.0	110.00
		\$392.00	\$6,764.00	\$5,000.00	\$1,320.00	\$1,260.00	\$14,736.00
Construction Services							
6	Weekly Meetings	28	40	32	48		148
		\$ -	\$ 4,984.00	\$ 5,000.00	\$ 3,520.00	\$ 3,360.00	\$ 16,864.00
7	Respond to RFI's	4	16	10	10		42
		\$ 392.00	\$ 712.00	\$ 2,000.00	\$ 1,100.00	\$ 700.00	\$ 4,904.00
8	Change Orders and Resolution	20	40	20	48		128
		\$ -	\$ 3,560.00	\$ 5,000.00	\$ 2,200.00	\$ 3,360.00	\$ 14,120.00
9	Assist with Media Communications and Project Status	8	12	8	8		36
		\$ -	\$ 1,424.00	\$ 1,500.00	\$ 880.00	\$ 560.00	\$ 4,364.00
10	Maintain Document Control and Final Records	20	40	40	20		120
	Prepare Final Red-line Asbuilt Plans	0	20	40	20		80
		\$ -	\$ 3,560.00	\$ 5,000.00	\$ 4,400.00	\$ 1,400.00	\$ 14,360.00
11	Full-time Inspector and Assistants (As Needed)	2	210	600	40		852
		\$ 392.00	\$ -	\$26,250.00	\$ 66,000.00	\$ 2,800.00	\$ 95,442.00
12	Prepare/Review Daily Construction Reports	6	24	60	0		90
		\$ -	\$ 1,068.00	\$ 6,600.00	\$ -		\$ 7,668.00
13	Monitor and Review Testing of Materials, Lab Results, Etc.	4	20	20	0		44
		\$ -	\$ 712.00	\$ 2,500.00	\$ 2,200.00	\$ -	\$ 5,412.00
Construction Services Subtotal		4.00	90.00	402.00	790.00	174.00	1,460.00
		\$ 784.00	\$ 16,020.00	\$47,250.00	\$ 86,900.00	\$12,180.00	\$163,134.00
Other Services							
	Mileage @ \$ 0.505/mile						\$ 290.00
	Laptop and Air Card			\$1,800.00			\$ 1,800.00
	Vehicle for Inspector			\$5,800.00			\$ 5,800.00
	Reproduction - Copies		\$60	\$30.00	\$150.00		\$ 240.00
							\$ -
Other Services Subtotal		\$40.00	\$170.00	\$170.00	\$7,750.00	\$0.00	\$8,130.00
GRAND TOTAL		\$1,216.00	\$22,954.00	\$52,420.00	\$95,970.00	\$13,440.00	\$186,000.00

This information is confidential and proprietary to KBA, Inc.



CITY COUNCIL AGENDA BILL

Subject:

Contract: Water line repair and water line extension at Beaver Lake Park.

Meeting Date: April 1, 2008

Date Submitted: March 25, 2008

Originating Department: Parks & Recreation

Clearances:**Action Required:**

Authorize the City Manager to execute the contract with HDC Contractors for water line repair and water line extension at Beaver Lake Park.

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

Exhibits:

1. Contract and Scope of Work

Budgeted Amount: \$200,000 allocated in the 2007-08 Budget for Beaver Lake Park for construction of the Off-Leash Area. \$23,000 is allocated in the Park Maintenance Budget for Repair and Maintenance.

Summary Statement:

This contract is for a water line repair and water line extension at Beaver Lake Park.

Background:

Several months ago a water leak was detected on the ball field side of the park and isolated to an area adjacent to the restroom building. This water line currently serves the drinking fountain at the park. Sammamish Plateau Water and Sewer District staff, along with the in-house maintenance crew were unable to identify the exact location of the leak. The repair portion of the contract includes locating the leak and repairing the line. The process of locating the leak may require the removal (and replacement) of up to 600' of asphalt.

The timing of the repair work provided a good opportunity to complete the extension of the water line to the new Off-Leash Area (OLA) at Beaver Lake Park. Therefore, the contract also includes installation of approximately 700' of water line to the OLA, where two drinking fountains will be located. The line will run east from the restroom building to the OLA. The new drinking fountains will provide water for both dogs and people.

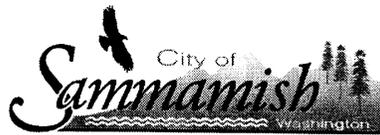
A Request for Quotes was made to seven companies on the small works roster to submit quotes for the water line repair and extension. One company submitted a proposal. A second request was made to seek additional quotes, but no additional proposals were received. Staff evaluated and rated the proposal received and are recommending the contract for approval.

Financial Impact:

This contract is not to exceed \$43,386.00. The portion of the work to repair the water line (approximately one-third of the costs) will be billed to the Parks Department budget (repairs and maintenance). The portion for the extension of the water line (approximately two-thirds of the costs) will be billed to the capital budget for the construction of the OLA and is within the \$200,000 project budget allocated in the 2007-08 Budget.

Recommended Motion:

Authorize the City Manager to execute the contract with HDC Contractors for the water line repair and water line extension at Beaver Lake Park.



**SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT**

Between: HDC Contractors
Project: Beaver Lake Park Drinking Fountain Installation and Valve Leak Repair
Commencing: March 19, 2008
Terminating: April 18, 2008
Amount: \$43,386.00

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for Drinking Fountain installation and valve leak repairs and

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

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

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

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

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

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

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set forth in Exhibit "D" for a sum not to exceed \$43,386.00.

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

4. Time of Performance/Liquidated Damages. The Contractor agrees to enter into a contract no later than ten (10) working days after Notice of Award and begin work within five (5) working days after the date of Notice to Proceed. Completion time from the Notice to Proceed will be 22 working days. If the work is not completed within the time specified, the Contractor agrees to have damages from the Contractor delay deducted from payment due the Contractor. Liquidated damages shall be assessed according to WSDOT Standard Specifications, 1-08.9.

5. Warranties/Guaranty.

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

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

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

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

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

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

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

8. Performance Bond/Statutory Retainage/Prevailing Wages.

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

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

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

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

10. Applicable Law; Venue. This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the City of

Sammamish Municipal Code, and ordinances of the City of Sammamish. Venue for any action hereunder shall be exclusively in King County Superior Court.

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

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

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

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

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

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

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

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

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

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

TO CITY:

City of Sammamish

Contact Name: Jessi Richardson

801 228th Avenue SE

Sammamish, WA 98075

Phone: (425) 295-0500

TO CONTRACTOR:

Contractor: HDC Contractors

Contact Name: Carlos Gimenez

Address: 1275 12th Ave NW

Issaquah, WA 98027

Phone: 1-888-299-4474

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR, WASHINGTON

By: HDC / CARLOS GIMENEZ

Title: Partner / Manager

Date: 3/10/07

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

Repair an existing valve leak, replace an existing drinking fountain and install 2 additional new drinking fountains to service the new Beaver Lake Off-Leash Area. Approximate pipe length 700' of 2" copper and RPBA installation---3 ea Haws 3500D drinking fountains—2 ea Haws 6236LD Hose Bibb with locking door—3 ea Haws MTT3500 mounting frames—Provided by the City of Sammamish.

Excavation will consist of an asphalt pad 30' X 20', removal and disposal and pour new 3" thick pad once leak and plumbing is repaired and set.

Includes:

- Asphalt pad approximately 600 sq. feet Remove/Replace
- Leak detection/Electronic, Metallic and non-metallic and valves location.
- Installation of RPBA for backflow and hot box
- Install 3 Haws 3500D drinking fountains—ensure 30-60 psi
- Connect necessary plumbing and water system per manufacture's recommendation.
- Removal/disposal of 1 existing drinking fountain.
- Excavate approximately 700 linear feet trench 1' wide x 3' deep
- Install approximately 700' 2" copper water line to meet psi requirements.
- Install 2 ea rock pockets for drinking fountain drains
- Install 3 ea concrete pads 7" thick 4' radius with medium broom finish
- Site clean up and restoration to initial conditions at time of construction.

*Engineering services if required will be provided at a rate of \$125.00/hr.

Equipment supplied by the City:

- 3 ea Haws 3500D drinking fountains
- 3 ea Haws MTT3500 mounting frames
- 2 ea Haws 6236LD Hose Bibb with locking door
- 1 ea WA State Approved RPBA to be specified by the Sammamish Plateau Water and Sewer District.

Exhibit 1

Excludes:

- Site security
- All permits
- Boring, shoring or bracing of existing elements to remain
- Protection (dust, weather, pedestrian, perimeter fencing)

EXHIBIT B
City of Sammamish
REQUEST FOR CONTRACT PAYMENT

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

Invoice Number _____ Date of Invoice _____

Specific Program or Budget Code _____

Contract Period _____ Verified By _____ Date _____

Reporting Period _____

Total Contract Amount \$ _____

Previous Payments \$ _____

Current Payment Request \$ _____

REMAINING BALANCE \$ _____

**ATTACH ITEMIZED DESCRIPTION
OF SERVICES PROVIDED**

Requesting Department _____ Date _____

Approved for Payment _____
Department Director

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: 602697462
WA

Print Name: Carlos GIMENEZ (HDC)

Title: Partner / Manager

Business Name: HDC General Contractors

Business Address: 1275 12TH AVE NW ISSAQUAH WA 98027

Business Phone: 1888-299-4474

3/10/08

Date

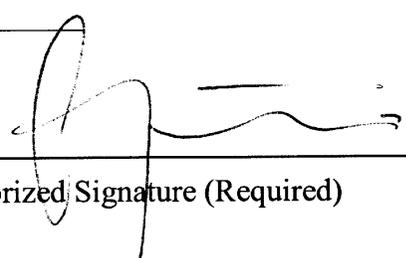
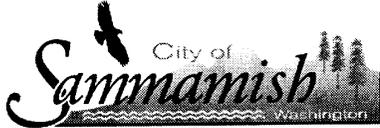

Authorized Signature (Required)

EXHIBIT D
City of Sammamish

SUMMARY OF BID SCHEDULE



PAYMENT AND PERFORMANCE BOND

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

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

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

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

WITNESS our hand the _____ day of _____ 20 _____

PRINCIPAL

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

SURETY

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

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



Finance Department
Mailing Address: 801 228th Avenue Sammamish, WA, 98075
Phone: (425) 295-0500 Fax: (425) 295-0600

CONTRACTOR'S RETAINAGE AGREEMENT

IDENTIFICATION AND DESCRIPTION

Project Title: _____
Contractor: _____ Representative: _____
Bid No.: _____ Date: _____ City Clerk: _____
City Council Award Date: _____

CONTRACTOR'S INSTRUCTIONS

Pursuant to R.C.W. 60.28.01 0 I hereby notify the City of Sammamish of my instructions to invest not to invest the retainage withheld under the terms of this contract.

Type of Investment: _____

RETAINAGE FORMULA

In accordance with applicable State Statutes, the following provisions will be made for the disposition of the retainage held for investment:

1. All investments selected are subject to City approval.
2. Retainage under this agreement will be held in escrow by the _____, the terms of which are specified by separate escrow agreement. The cost of the investment program is to be borne entirely by the contractor.
3. The final disposition of the contract retainage will be made in accordance with applicable statutes.

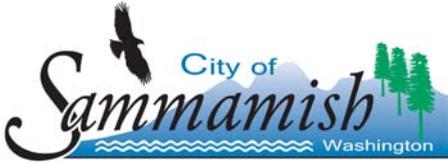
Contractor: HDC CONTRACTORS Date 3/10/08
By [Signature] Firm Name _____ Title PARTNER/MANAGER
Signature _____

CITY APPROVAL

Approval of Investment Program and Retainage Agreement

Finance Department _____ Date _____

Address: 1275 12TH AV NW
ISSAQUAH WA 98027
Phone: 1-888-299-4474
Federal ID #: 260701782
Estimated Completion Date: MAY 5, 2008



CITY COUNCIL AGENDA BILL

Subject: Hearing Examiner Services

Meeting Date: April 1, 2008

Date Submitted: March 12, 2008

Originating Department: Administrative Services

Clearances:

Action Required: Authorize the City Manager to sign contracts with Gordon Crandall and John Galt to provide Hearing Examiner Services

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

Exhibits:

1. Contract Gordon Crandall
2. Contract John Galt

Budgeted Amount: \$30,000 in 2008 001-015-558-60-41-00

Summary Statement:

In order to provide Hearing Examiner Services for the City staff is recommending contracting with two providers. This will allow for more flexibility in scheduling hearings, maintaining a reasonable workload for the Examiner, and assuring that decisions will be issued in a timely manner.

Background:

SMC 20.10 created the Office of the Hearing Examiner. SMC 20.10.030 states that the City Council will appoint an examiner to serve in office for a term of four years. Accordingly, the City recently issued a Request for Proposal for Hearing Examiner Services. Five providers responded.

After review of the proposals, three providers were interviewed. Representatives from the City Clerk's office, the Department of Community Development, the Assistant City Manager and the City Attorney conducted the interviews. Based upon the interviews and

a review of the work experience and qualifications of the candidates, staff recommends continuing to contract with the current City Examiner, Gordon Crandall, and with John Galt. Mr. Galt is highly qualified, served as the Snohomish County Hearing Examiner for many years, is familiar to a number of City staff members, and has served as pro tem Examiner for the City on a number of occasions in the past, including the East Lake Trail hearing.

Financial Impact:

This is a budgeted service. There is no additional financial impact from these contracts.

Recommended Motion:

Authorize the City Manager to sign contracts with John Galt and Gordon Crandall to provide Hearing Examiner services.

CITY OF SAMMAMISH

PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and Gordon Crandall, hereafter referred to as the "Contractor".

WHEREAS, the City has a need to have certain services performed; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions;

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

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered the sum of **\$125.00** per hour, plus actual out-of-pocket expenses incurred in the conduct of the Examiner's duties hereunder, including mileage (to be charged at the prevailing IRS rate), parking, long distance telephone charges, facsimile transmission charges, and copying charges. Upon completion of the services, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten days following City Council approval.

The City shall provide secretarial and other support services for the Examiner(s) through the Office of the Hearing Examiner. The Examiner(s) are not authorized to incur secretarial or other support service expense without the express prior written approval of the City Clerk.

3. **Duration of Agreement.**
 - A. This Agreement shall be in full force and effect from the date of execution through December 31, 2011, unless extended or terminated earlier pursuant to the terms and conditions of this contract.
 - B. In the event this Contract is terminated for any reason beyond the control of the Contractor, the Contractor shall be entitled to payment for all expenses incurred to the date of notification of termination.
 - C. This Contract may be terminated by either party upon 60 days written notice

4. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
5. **Indemnification.** The contractor shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees and agents in performing this Agreement.

The City shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of City, its officers, employees or agents in performing this Agreement.

6. **Termination.** This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.
7. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
8. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.
9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

EXHIBIT A

Scope of Services to be Provided by Contractor

The Hearing Examiner shall perform the duties of the Hearing Examiner as set forth in the Sammamish Development Code Chapter 20.10, as now or hereafter amended, together with such other or further hearing examiner services as may be provided by the Sammamish Interim Development Code and/or as may be assigned from time to time by the City Manager, as set forth below.

Hearing Examiner: The Examiner is responsible for all aspects of each matter assigned from the time of assignment through its conclusion, and issues reports thereon in the form of a decision or recommendation to a decision maker, with findings of fact and conclusions supporting the decision/recommendation as provided in the Sammamish Development Code 20.10.

City Attorney: The City Attorney provides legal advice and assistance as requested by the Hearing Examiner. The City Attorney also advises the City Council and City Manager in regard to decisions/recommendations of the Examiner.

Performance Guidelines: The following are the performance expectations for the Hearing Examiner(s).

1. The logic of findings and conclusions and the reasoning of recommendations and decisions
2. The decorum, demeanor and effectiveness of the Examiner(s) in the management and conduct of the proceedings assigned.
3. The efficiency, effectiveness and service demonstrated, including cost effectiveness and responsiveness.
4. Preparation of reports, including form, clarity, comprehensibility, timeliness, thoroughness, completeness, grasp of and responsiveness to the issues presented, and familiarity with and application of applicable and relevant criteria, policies, regulations, and/or law.

EXHIBIT B

Insurance

No insurance is required for this agreement.

CITY OF SAMMAMISH

PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and John Galt, hereafter referred to as the "Contractor".

WHEREAS, the City has a need to have certain services performed; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions;

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

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered the sum of **\$ 110.00** per hour. Upon completion of the services, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten days following City Council approval.
 - The City shall provide secretarial and other support services for the Examiner(s) through the Office of the Hearing Examiner. The Examiner(s) are not authorized to incur secretarial or other support service expense without the express prior written approval of the City Clerk.
3. **Duration of Agreement.** This Agreement shall be in full force and effect from the date of execution through **December 31, 2011**, unless extended or terminated earlier pursuant to the terms and conditions of this contract.

In the event this Contract is terminated for any reason beyond the control of the Contractor, the Contractor shall be entitled to payment for all expenses incurred to the date of notification of termination.

This Contract may be terminated by either party upon 60 days written notice

4. **Legal Representation.** Except in cases where the City elects to appeal or challenge an action or decision of the Hearing Examiner, the City will actively represent the Hearing Examiner and defend any and all legal challenges to or appeals of any

action taken and/or decision rendered by the Hearing Examiner when acting within the scope of the quasi-judicial duties called for by this Agreement, to the same extent as it would for any other City quasi-judicial decision maker. The costs of such legal representation shall not be charged to the Hearing Examiner as long as the action taken and/or the decision rendered is within the scope of the quasi-judicial duties called for in the Agreement. The City reserves the right to settle any such appeal or legal challenge to any such action or decision in any manner deemed appropriate by the City, with or without consulting with or obtaining the consent of the Hearing Examiner. In the event that any action taken and/or decision rendered is determined to be outside the scope of the Hearing Examiner's quasi-judicial duties, the City shall have no obligation to represent or defend the Hearing Examiner or any action taken and/or decision rendered, and the Hearing Examiner's indemnity obligations set forth in the Agreement shall apply.

5. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

6. **Indemnification.** The contractor shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees and agents in performing this Agreement.

The City shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of City, its officers, employees or agents in performing this Agreement.

7. **Termination.** This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.

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

9. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may

request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CONTRACTOR

By: John E. Galt

DATE: 3-24-08

Title (if applicable): _____

Social Security No. or Tax Identification No. Form W-9 on file.

CITY OF SAMMAMISH, WASHINGTON

By: _____
City Manager

DATE: _____

Attest/Authenticated:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

Scope of Services to be Provided by Contractor

The Hearing Examiner shall perform the duties of the Hearing Examiner as set forth in the Sammamish Development Code Chapter 20.10, as now or hereafter amended, together with such other or further hearing examiner services as may be provided by the Sammamish Interim Development Code and/or as may be assigned from time to time by the City Manager, as set forth below.

Hearing Examiner: The Examiner is responsible for all aspects of each matter assigned from the time of assignment through its conclusion, and issues reports thereon in the form of a decision or recommendation to a decision maker, with findings of fact and conclusions supporting the decision/recommendation as provided in the Sammamish Development Code 20.10.

City Attorney: The City Attorney provides legal advice and assistance as requested by the Hearing Examiner. The City Attorney also advises the City Council and City Manager in regard to decisions/recommendations of the Examiner.

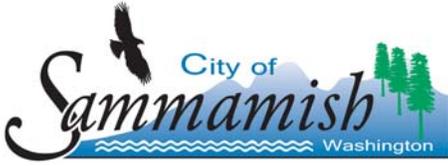
Performance Guidelines: The following are the performance expectations for the Hearing Examiner(s).

1. The logic of findings and conclusions and the reasoning of recommendations and decisions
2. The decorum, demeanor and effectiveness of the Examiner(s) in the management and conduct of the proceedings assigned.
3. The efficiency, effectiveness and service demonstrated, including cost effectiveness and responsiveness.
4. Preparation of reports, including form, clarity, comprehensibility, timeliness, thoroughness, completeness, grasp of and responsiveness to the issues presented, and familiarity with and application of applicable and relevant criteria, policies, regulations, and/or law.

EXHIBIT B

Insurance

No insurance is required for this agreement.



CITY COUNCIL AGENDA BILL

Subject:

Sammamish Commons Plaza – Restroom Building Modifications

Meeting Date: April 1, 2008

Date Submitted: March 27, 2008

Originating Department: Parks and Recreation

Clearances:**Action Required:**

Authorize the City Manager to award and execute a contract with Ellis Construction for the modification of the restroom building at the Sammamish Commons Plaza.

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Bid Tabulation
2. Contract

Budgeted Amount: \$40,000 was allocated for the Farmers Market in the 2007-08 budget.

Summary Statement:

This contract is for modifications to the restroom building at the Sammamish Commons Plaza to include the addition of a three-compartment sink, a mop sink and hot water service to the sinks and both restrooms. Provision of these services (sinks and hot water) is required by the King County Health Department for events such as the Farmers Market.

Quotes were requested from qualified contractors on the Small Works Roster and were reviewed on Wednesday, March 21, 2008. A total of two quotes were received. Staff evaluated the quotes and Ellis Construction Inc. was identified as the lowest responsible bidder. It should be noted that quotes were solicited for this project twice. Upon evaluation of the first set of quotes, staff “went back to the drawing board,” identified a number of cost-saving opportunities and re-submitted the project to the Small Works Roster.

Background:

The Sammamish Farmers Market, a partnership with the Chamber of Commerce, is scheduled to open on Wednesday, May 21. The event will run for 20-weeks and is intended to be an annual event held at the Sammamish Commons.

A variety of vendors will participate in the market, some providing fresh produce and others providing food prepared on site. Food preparation and food demonstrations are a standard component of most Farmers Markets. The King County Health Department requires appropriate sanitary facilities to support these types of programs. A three-compartment sink, with hot water, is required to properly wash food preparation items. Hot water is required in the restrooms since the food service workers will be using these facilities.

Although this project was initiated to support the Farmers Market, these modifications will be very beneficial to a number of other programs – Fourth on the Plateau, the City Birthday Party, and the end of Year Teen Event. Each of these events requires sanitary support facilities for food service and will benefit from the plaza modifications.

Financial Impact:

The contract amount of \$25, 244.40 is included in the approved budget (\$40,000) for the Farmers Market.

Recommended Motion:

Authorize the City Manager to award and execute a contract with Ellis Construction for modifications to the restroom building at the Sammamish Commons Plaza.

Exhibit 2



**SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT**

Between: The City of Sammamish and Ellis Construction, Inc.
Project: Pergola Restroom Renovations
Commencing: April 2, 2008
Terminating: May, 30, 2008
Amount: \$25,244.40

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for the Pergola Restroom Renovations at 801 228th Avenue SE, Sammamish, WA and

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

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

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

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

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

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

Exhibit 2

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work according to the rates set forth in Exhibit "D" for a sum not to exceed \$25,244.40.

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

4. Warranties/Guaranty.

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

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

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

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

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

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

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

Exhibit 2

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

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

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

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

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

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

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

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

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

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

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

Exhibit 2

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

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

TO CITY:

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

TO CONTRACTOR:

Contractor: *Ellis Construction, Inc.*
Contact Name: *Byron Ellis*
Address: *PO Box 31670*
Seattle, WA 98103
Phone: *206-523-9702*
cell: 206-618-5600
Contact email: *Byron@EllisConstructionInc.net*

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR, WASHINGTON

By: *Lisa Ellis*

Title: *President, Ellis Construction, Inc.*

Date: *March 27, 2008*

Approved as to Form:

City Attorney

Exhibit 2

EXHIBIT A
City of Sammamish
SCOPE OF SERVICES

Exhibit 2



REQUEST FOR CONTRACTOR PAYMENT

- *Original payment request describing work provided must be attached*

Invoice Number _____ Date of Invoice _____

Contractor _____

Specific Program / Budget _____

FINANCE DEPARTMENT WILL ATTACH A COPY OF THIS FORM TO PAYMENT

Reporting Period: _____

Total Contact Amount: \$ _____

Previous Payments: \$ _____

CURRENT PAYMENT REQUEST: \$ _____

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

Remaining Balance \$ _____

Project Engineer _____ Date _____

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

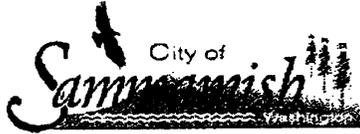
Requesting Department _____ Date _____

Approved for Payment _____ Date _____
Department Director

Finance Dept.	
Check # _____	Check Date: _____

Exhibit 2

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 91-1622654

Social Security No.: _____

Print Name: Lisa Ellis

Title: President, Ellis Construction, Inc.

Business Name: Ellis Construction, Inc.

Business Address: PO Box 31670, Seattle WA 98103

Business Phone: 206-523-9702 cell 206-618-5000

March 27, 2008
Date

Lisa Ellis
Authorized Signature (Required)

Exhibit 2

EXHIBIT D
City of Sammamish

SUMMARY OF BID SCHEDULE

Bid Tabulation

Project: Pergola Restroom Renovations

Owner: City of Sammamish Parks Department

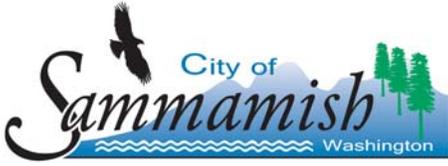
Date: 3/21/2008 Time: 2:00 P.M. Location: City of Sammamish

Bidder	Signed Proposal	Bid Amount
Ellis Construction, Inc.	Yes	\$ 25,244.40
Holmberg Company	Yes	\$ 32,419.87

The Apparent Low Bidder is

Ellis Construction, Inc.

\$ 25,244.40



CITY COUNCIL AGENDA BILL

Subject:

Contract to move City Records from a Public Storage Facility to City Hall

Meeting Date: April 1, 2008

Date Submitted: March 25, 2008

Originating Department: Administrative Services

Action Required:

Acceptance of Low Bid and Award Contract to Sprint Moving and Storage

Clearances:

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

Exhibits:

Bid Opening Tally Sheet

Budgeted Amount: \$5,000

Summary Statement:

This is a contract to move the following from a public storage facility to our City Hall Building:

- ❖ Approximately Twenty (20) 4-drawer lateral file cabinets
- ❖ Approximately four hundred and twenty (420) storage boxes of files
- ❖ Approximately ten (10) 4-shelve steel racks holding the file boxes

Background:

The City currently rents seven units at Plateau Self Storage @ a cost of approximately \$12,500 per year.

Through a publicly advertised Request for Proposals process, four bids were received by the City. Sprint Moving and Storage was the low bidder.

Financial Impact:

\$2,053.00

Recommended Motion:

Move to approve the contract with Sprint Moving and Storage for an amount not to exceed \$2,053.00.

City of Sammamish

BID OPENING

Bid Opening Time: 4:00 PM

Department: Administrative Services.

Project Name: Move Storage Units

Date: March 21, 2008

BIDDER	PROPOSAL SIGNED	BID FORM	REFERENCE	TOTAL BID AMOUNT
Emerald City	No	No	Yes	\$2,662.56
Huffman	Yes	Yes	Yes	\$7,840.00
Pacific Movers	Yes	Yes	Yes	\$2,775.00
Sprint	Yes	Yes	Yes	\$2,053.00

“The apparent low bidder is (Sprint Moving and Storage) for \$2,053.00.



CITY COUNCIL AGENDA BILL

Subject:

Authorization to Award Construction Contract for the South Pine Lake Route Improvements

Meeting Date: April 1, 2008

Date Submitted: March 26, 2008

Originating Department: PW

Clearances:**Action Required:**

Authorize the City Manager to accept the lowest responsible bidder, Hos Bros. Construction, and execute a Contract.

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Contract
2. Bid Opening Results

Budgeted Amount: \$1,960,852 in the 2007-2009 project budget.

Summary Statement:

The Public Works Department recommends that the City Manager be authorized to accept the lowest responsible bidder, Hos Bros. Construction, for construction of the South Pine Lake Route Improvements. The project involves road widening for the addition of pedestrian and bicycle facilities, and extends approximately one mile in length from 212th Avenue SE to 224th Avenue SE along the following route: SE 32nd Street, 216th Avenue SE, SE 28th Street, 222nd Place SE, and SE 30th Street.

Hos Bros. Construction submitted the lowest bid in the amount of \$1,111,234.75, being \$318,823 below the engineer's estimate. Staff determines that Hos Bros. Construction is both responsive and responsible. Of the twelve bids, ten were below the engineer's estimate of \$1,430,058, and three bids were below \$1,200,000. The bid distribution gives us a high level of confidence in the bidding process and the quality of the plans and specifications. The results also suggest the bidding climate has become more favorable to owners.

Hos Bros. Construction has been pre-authorized by the Washington Department of Transportation for work scope and budget exceeding the specification of this project. In addition, Hos Bros. Construction provided favorable references for work on similar projects.

Background:

In September 2005, Council authorized the City Manager to execute a professional services contract with Otak, Inc. to design the project. On February 5, 2008, Council authorized the City Manager to execute an agreement to purchase wetland mitigation credits from the Sammamish Plateau Water and Sewer District.

Financial Impact:

Total funds of \$1,700,800 remain for the construction of this contract. A favorable bidding climate has benefited the City with many bids well below the Engineer's estimate. Remaining expenses to complete the project are shown below:

\$1,700,800	Remaining Budget	<hr/>
\$1,111,235	Construction Contract	
\$166,685	Constr. Contingency (15%)	
\$29,500	Remaining Design Contract	
\$186,000	CM Contract	
\$10,000	Materials Testing & Survey	
\$10,000	Wetland Mitigation Bank	<hr/>
\$187,380	Budget Reserve	

Recommended Motion:

Authorize the City Manager to accept Hos Bros. Construction as the lowest responsible bidder, and execute a construction contract for the amount of \$1,111,235, while administering a construction contingency of \$166,685.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between THE CITY OF SAMMAMISH, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "CITY" and Hos Bros Construction, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

- 1) The Contractor shall within the time stipulated, (to-wit: within 65 working days from date of commencement hereof as required by the Contract, of which this agreement is a component part) perform all the work and services required to be performed, and provide and furnish all of the labor, materials, appliances, machines, tools, equipment, utility and transportation services necessary to perform the Contract, and shall complete the construction and installation work in a workmanlike manner, in connection with the City's Project (identified as No. 401) for improvement by construction and installation of: *South Pine Lake Route Project* and other work, all in accordance with the attached Contract Plans, Special Provisions, and the current edition of the Washington State Department of Transportation Standard Specifications.

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

- 2) The aforesaid Contract, entered into by the acceptance of the Contractor's bid and signing of this agreement, consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached.

- a) This Agreement
- b) Instruction to Bidders
- c) Project Proposal
- d) Specifications
- e) Maps and Plans
- f) Bid
- g) Advertisement for Bids
- h) Special Provisions, if any
- i) Addenda, if any

and all modifications or changes issued pursuant to the Contract Documents.

CONTRACT DOCUMENT FORMS – Continued

- 3) If the Contractor refuses or fails to prosecute the work or any part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension in writing thereof, or fails to complete said work with such time, or if the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of the Contractor's insolvency, or if he or any of his subcontractors should violate any of the provisions of this Contract, the City may then serve written notice upon him and his surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such violation or non-compliance of any provision of the Contract shall cease and satisfactory arrangement for the correction thereof be made, this Contract, shall, upon the expiration of said ten (10) day period, cease and terminate in every respect. In the event of any such termination, the City shall immediately serve written notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within fifteen (15) days after the serving upon it of such notice of termination does not perform the Contract or does not commence performance thereof within thirty (30) days from the date of serving such notice, the City itself may take over the work under the Contract and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and his surety shall be liable to the City for any excess cost or other damages occasioned the City thereby. In such event, the City, if it so elects, may, without liability for so doing, take possession of and utilize in completing said Contract such materials, machinery, appliances, equipment, plants and other properties belonging to the Contractor as may be on site of the project and useful therein.
- 4) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.
- 5) Contractor agrees and covenants to hold and save the City, its officers, agents, representatives and employees harmless and to promptly indemnify same from and against any and all claims, actions, damages, liability of every type and nature including all costs and legal expenses incurred by reason of any work arising under or in connection with the Contract to be performed hereunder, including loss of life, personal injury and/or damage to property arising from or out of any occurrence, omission or activity upon, on or about the premises worked upon or in any way relating to this Contract. This hold harmless and indemnification provision shall likewise apply for or on account of any patented or unpatented invention, process, article or appliance manufactured for use in the performance of the Contract, including its use by the City, unless otherwise specifically provided for in this Contract.

In the event the City shall, without fault on its part, be made a party to any litigation commenced by or against Contractor, then Contractor shall proceed and hold the City harmless and he shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the City in connection with such litigation. Furthermore, Contractor agrees to pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by City in the enforcement of any of the covenants, provisions and agreements hereunder.

- 6) Any notice from one party to the other party under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by its duly authorized representative of such party. Any such notice as heretofore specified shall be given by personal delivery

CONTRACT DOCUMENT FORMS – Continued

thereof or by depositing same in the United States mail, postage prepaid, certified or registered mail.

- 7) The Contractor shall commence performance of the Contract no later than 10 calendar days after Contract final execution, and shall complete the full performance of the Contract not later than *sixty-five (65)* working days from the date of commencement. For each and every working day of delay after the established day of completion, it is hereby stipulated and agreed that the damages to the City occasioned by said delay shall be a sum calculated and imposed in compliance with 2006 WSDOT Standard Specifications, Section 1-08.9, Liquidated Damages (and not as a penalty) for each such day, which shall be paid by the Contractor to the City.
- 8) Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of any installation provided for by this Contract shall relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Contractor shall be under the duty to remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within the period of one (1) year from the date of final acceptance only that work listed in Group(s) none of the Summary of quantities in the Contract Plans, i.e. the "Federal Non-participating Items," unless a longer period is specified. However, all manufacturer's warranties or guarantees on electrical and mechanical equipment, consistent with those provided as customary trade practice, shall be assigned to the City at the time of project acceptance. The Contractor shall further be required to supply warranties or guarantees providing for satisfactory in-service operation of any mechanical and electrical equipment and related components involved in Group(s) none of the Summary of Quantities in the Contract Plans, i.e. "Federal Participating Items" for a period not to exceed 6 months following project acceptance. The City will give notice of observed defects as heretofore specified with reasonable promptness after discovery thereof, and Contractor shall be obligated to take immediate steps to correct and remedy any such defect, fault or breach at the sole cost and expense of Contractor.
- 9) The Contractor and each subcontractor, if any, shall submit to the City such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and miscellaneous data pertaining to the Contract as may be requested by the City from time to time.
- 10) The Contractor shall furnish a surety bond or bonds as security for the faithful performance of the Contract, including the payment of all persons and firms performing labor on the construction project under this Contract or furnishing materials in connection with this Contract; said bond to be in the full amount of the Contract price as specified in Paragraph 11. The surety or sureties on such bond or bonds must be duly licensed as a surety in the State of Washington.

11) The total amount of this contract is the sum of \$1,111,234.75

numbers

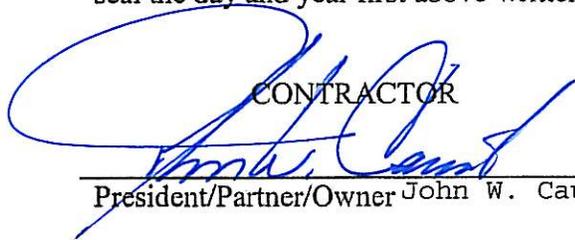
One Million one hundred eleven thousand two hundred thirty four dollars and seventy five cents

written words

which includes any required Washington State Sales Tax. Payments will be made to Contractor as specified in the "Standard Specifications" of this Contract.

CONTRACT DOCUMENT FORMS – Continued

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

CONTRACTOR


President/Partner/Owner John W. Caunt

CITY OF SAMMAMISH

City Manager
ATTEST

Secretary Branston J. Weyer

City Attorney

Hos Bros. Construction, Inc.

Firm Name

check one
 Individual Partnership Corporation Incorporated in Washington

Attention:

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

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

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

CONTRACT DOCUMENT FORMS – Continued



Finance Department
801 228th Avenue SE; Sammamish, WA 98075
Phone: (425) 295-0591 Fax: (425) 295-0600

CONTRACTOR'S RETAINAGE AGREEMENT

IDENTIFICATION AND DESCRIPTION

Project Title: South Pine Lake Route Project
Contractor: Hos Bros Construction, Inc. Representative: Ken Cherf
Bid No.: SPLR Date: _____ City Clerk: Melonie Anderson
City Council Award Date: _____

CONTRACTOR'S INSTRUCTIONS

Pursuant to R.C.W. 60.28.01 0 I hereby notify the City of Sammamish of my instructions to invest not to invest the retainage withheld under the terms of this contract.

Type of Investment: _____

RETAINAGE FORMULA

In accordance with applicable State Statutes, the following provisions will be made for the disposition of the retainage held for investment:

- 1. All investments selected are subject to City approval.
- 2. Retainage under this agreement will be held in escrow by the City of Sammamish, the terms of which are specified by separate escrow agreement. The cost of the investment program is to be borne entirely by the contractor.
- 3. The final disposition of the contract retainage will be made in accordance with applicable statutes.

Contractor: Hos Bros Construction, Inc. Date 3/26/08
Firm Name
By John W. Caunt Signature Title President

CITY APPROVAL

Approval of Investment Program and Retainage Agreement

Finance Department _____ Date _____

Address: P.O. Box 1788
Woodinville, WA 98072
Phone: 425-481-5569
Federal ID #: 91-0791022
Estimated Completion Date: 06/24/08

ROUTING: White-City-Clerk; Yellow-Contractor, Pink-Finance



CITY COUNCIL AGENDA BILL

Subject:
Reject Bids for the Portable Performance Stage
Purchase

Meeting Date: April 1, 2008

Date Submitted: March 26, 2008

Originating Department: Parks and Recreation

Clearances:

Action Required:
Authorize the City Manager to reject all bids
submitted for the purchase of the portable
performance stage.

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

Exhibits:
1. Bid Tabulation

Budgeted Amount: \$85,000 included in the 2007-08 Budget for the purchase of a portable performance stage.

Summary Statement:

In November 2007, the City Council discussed the option of purchasing a portable performance stage for use at City special events. After analyzing the long-term costs of renting versus buying, it was recommended that funding for the purchase of a portable performance stage be included in the Amended 2007-08 budget.

A Request for Bids for the purchase of a portable performance stage was issued in February and three companies responded. Bids were opened on March 7, 2008.

After review by staff it was determined that none of the bidders met the minimum size requirements for the stage. Staff feel it is appropriate to reject the bids for the equipment acquisition. A revised scope will be developed and the equipment acquisition re-advertised.

Background:

- November 13, 2007 – City Council reviewed performance stage options (rent vs. buy).
- February 12, 2008 – Request for Bids Issued

Financial Impact:

\$85,000 is allocated in the Amended 2007-08 Budget for the purchase of a portable performance stage.

Recommended Motion:

Authorize the City Manager to reject all bids submitted for the purchase of a portable performance stage and re-advertise the equipment acquisition.

Bid Tabulation
 City of Sammamish
 Department of Parks and Recreation

Project: Portable Performance Stage Purchase

Date: March 7, 2008, 5:00 pm (local time)

Bidder	Base Bid	Signed Proposal	Client References	Option A (Generator)	Option B (Lighting)	Option C (Light Truss)	Option D (ADA Ramp)	Option E (Skirting)	Option F (Exterior Graphics)
Wenger Corporation	\$ 70,421.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 2,035.00	\$ 2,580.00	\$ 645.00	\$ 4,404.00	\$ 1,050.00	\$ 4,000.00
Stageline Mobile Stage Inc.	\$ 111,900.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 3,485.00	Included in Base	Included in Base	\$ 2,300.00	\$ 1,175.00	Varies
Marshall Austin Productions Inc.	\$ 76,700.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Not Available	Included in Base	Included in Base	Not Available	Included in Base	\$ 2,800.00

The apparent low bidder for the base bid is: Wenger Corporation



CITY COUNCIL AGENDA BILL

Subject:

Interlocal Agreement with King County for the transfer of approximately 30-acres of Soaring Eagle Park to the City of Sammamish.

Meeting Date: April 1, 2008**Date Submitted:** March 26, 2008**Originating Department:** Parks & Recreation**Clearances:****Action Required:**

Approve the Interlocal Agreement

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

1. Interlocal Agreement
2. Map

Budgeted Amount: N/A

Summary Statement:

This is an Interlocal Agreement between King County and the City of Sammamish authorizing the transfer of approximately 30-acres of Soaring Eagle Park to the City.

Background:

- 1993 – King County purchased Section 36 (later renamed as Soaring Eagle Park) from the State of Washington.
- 1994 – King County formed a Citizen Advisory Committee to decide the future of the park.
- 1998 – King County Council approved the Master Plan for Soaring Eagle Park.

- 2001 - City of Sammamish staff first approached King County about the possibility of transferring a portion of Soaring Eagle Park to the City of Sammamish.
- 2006 – City of Sammamish held two public meetings to discuss future developments of Soaring Eagle Park.
- 2008 – SEPA Determination of Non-Significance issued by King County for the transfer of the park property.
- March 10, 2008 – King County Council approved the Interlocal Agreement for the transfer of approximately 30-acres of Soaring Eagle Park to the City of Sammamish.

Financial Impact:

None at this time. Funding for developing a Master Plan and implementing capital improvement projects will be considered by the City Council in the future.

Recommended Motion:

Approve the Interlocal Agreement transferring approximately 30-acres of Soaring Eagle Park from King County to the City of Sammamish.

**INTERGOVERNMENTAL LAND TRANSFER AGREEMENT
BY AND BETWEEN KING COUNTY AND CITY OF SAMMAMISH**

**Soaring Eagle Park
Dated 3-10-08**

This Agreement is made and entered into this ____ day of _____, 2008, by and between the City of Sammamish, Washington, hereafter referred to as the "City", and King County, Washington, hereafter referred to as the "County".

WHEREAS, in 1993 the County purchased Soaring Eagle Park from the State with the proceeds of bonds to be repaid by revenue from the County's real estate excise tax no. 1, conservation futures funds, interagency committee for outdoor recreation (now known as recreation and conservation); and

WHEREAS, in 1999 the City incorporated, and assumed jurisdiction over all of the land and neighborhoods located directly south and west of Soaring Eagle Park, all of which had been under the County's jurisdiction when the County purchased Soaring Eagle Park; and

WHEREAS, the County developed a master plan for Soaring Eagle Park, with the intent to improve 80 acres of it for public active recreation, including soccer fields, baseball and softball fields, multi-use meadows, a play area, and picnic shelters; and

WHEREAS, the County subsequently did not execute the master planned improvements due to County-wide funding shortfalls; and

WHEREAS, King County Code section 4.56.140 authorizes the County to dispose of real property to another governmental agency by negotiation and upon such terms as may be agreed upon and for such consideration as may be deemed by the County to be adequate; and

WHEREAS, the City is ready, willing, and able to develop a 30-acre portion of Soaring Eagle Park for use by the general public, subject to and following a thorough public review process, and consistent with and pursuant to the terms and conditions set forth herein; and,

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. Conveyance of Title:

- 1.1 Within thirty (30) days of the satisfaction of all contingencies in this Agreement, King County shall convey to the City by deed all its ownership interest in the 30-acre portion of the property ("Property") known as Soaring

Eagle Park, which is more particularly described in Exhibit "A" and as depicted in Exhibit "B," attached hereto and incorporated herein, with the exception of the easement referenced in Section 1.5 below.

- 1.2 RCO Deed of Right. The City has reviewed Project Agreement for Project No. 91-210A as amended between King County and the Washington State Recreation and Conservation Office ("RCO") for funding for the development of the Property and the corresponding RCO Deed of Right recorded under Instrument No. 20000614001958. The County shall within sixty (60) days of the effective date of this Agreement solicit approval from the RCO (or its successor agency) to remove the Property from the Project Agreement and the RCO Deed of Right. Conveyance of the Property is contingent on the Project Agreement and the RCO Deed of Right being amended to remove the Property from the Project Agreement and RCO Deed of Right.
- 1.3 The deed shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County public park, recreation and open space system. The County and City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:
 - (a) The City, as required by RCW 36.89.050 covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore.
 - (b) Any maintenance support facility to be built on the Property by the City shall be limited to supporting recreational activities on the Property only and shall not be used to support other parks or general municipal functions.
 - (c) The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that if it charges any entrance or parking fee to use the Property, such fee shall be the same for non-city residents as for city residents. The City covenants that if it imposes differential fees for non-city residents to use any capital improvements that the City may construct on the Property for parks and recreation purposes, then those differential use fees will be reasonably related to the cost borne by city taxpayers to construct and maintain such capital improvements.
 - (d) The City agrees and covenants that the rights granted it shall not allow the construction of any through road across the Property,

consistent with the King County policy prohibiting through roads in parks as contained in Ordinance 12003 and Motion 9714. The City and County agree that the restrictions on the construction of any through road do not preclude County access as granted in Section 1.5.

- (e) The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses.
- 1.4 Application for Subdivision. Prior to conveyance of the Property, the City shall apply for public agency subdivision approval, consistent with the exemption contained in King County Code 19A.08.040, to create the parcel described in Exhibit "A," and depicted in Exhibit "B." The County Executive shall provide a memo, letter or other communication to the appropriate King County Department indicating the support of the County Executive to the subdivision exemption application by the City, consistent with law or regulation.
- 1.5 The County shall reserve an easement for ingress and egress, public access, and utilities across the Property in a location shown in Exhibit "C," which easement shall be aligned with the Southern access road onto the Property.
- 1.6 The City agrees to establish and maintain a 100 foot vegetated buffer between recreational facilities on the Property and any adjacent residential development existing as of the date the Property is developed with such recreational facilities.
- 1.7 The City agrees that until January 1, 2040, it will not pursue the additional transfer of the County's portion of Soaring Eagle Park for the purposes of developing active recreation and will support the preservation of this land as open space.
- 1.8 The City would not oppose the County should the County solicit approval from the RCO (or its successor agency) to increase the overall acreage in the Project Agreement for Project No. 91-210A and encumbered by the RCO Deed of Right to include additional acreage in the remainder of the County's interest in Section 36.
- 1.9 The City agrees to follow a master planning process for the development of the Property. The master planning process will include solicitation of input from current local and regional user groups and organizations of the Property and Soaring Eagle Park. The master planning process will include accessibility of the Property to the natural areas of Soaring Eagle Park.

- 1.10 The City recognizes the County's interest in maintaining the rural character around the Property. As such, the City agrees to comply with the 2004 King County Comprehensive Plan policy F-247, which stipulates that the provision of public sewers to city-owned parks, redesignated from rural to urban to allow for future annexation to the city, shall be tightlined.
2. **Existing Restrictions, Agreements, Contracts or Permits:** The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and in the deed of conveyance.
3. **Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services**
 - 3.1 The City has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at the Property.
 - 3.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of King County is authorized otherwise.
 - 3.3 The City acknowledges and agrees that except as indicated in Section 4.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.
4. **Environmental Liability:**
 - 4.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
 - 4.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.
 - 4.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall

immediately notify the County in writing. Such notice shall in no event be provided more than 10 days after discovery. After notice is provided the parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement. If the City fails to provide timely notice as provided for herein it shall be prohibited from bringing a statutory claim for contribution against the County.

- 4.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

5. **Indemnification and Hold Harmless:**

- 5.1 King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, (ii) arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 4 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.
- 5.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- 5.3 The City shall indemnify and hold harmless King County and its elected officials, officers, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever: (i) which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement; and/or (ii) arising from King County's

decision to enact and implement proposed ordinance 2007-0353 to convey the Property, from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the City, subject to the limitations in Section 4, or from the use of the Property on or after the effective date of conveyance of the Property to the City. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same. Each party shall cooperate with the other party in the defense of any claim or action that is subject to the provisions of Section 5.

- 5.4 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.
- 5.5 Each Party agrees that its obligations under Section 5 extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.
6. **Audits and Inspections:** Until December 31, 2012, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.
7. **Waiver and Amendments:** Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.
8. **Entire Agreement and Modifications:** This Intergovernmental Agreement and its Exhibits set forth the entire agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.
9. **Duration and Authority:** This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in

writing to termination.

10. **Notice:** Any notice provided for herein shall be sent to the respective parties at:

KING COUNTY
Director, Department of
Natural Resources and Parks
King Street Center
201 S. Jackson Street, Ste 700
Seattle, WA 98104

CITY OF SAMMAMISH
Attn: City Manager
801 - 228th Ave SE
Sammamish, WA 98075

IN WITNESS WHEREOF, the parties have executed this Agreement.

KING COUNTY

CITY OF SAMMAMISH

King County Executive

City Manager

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney

City Attorney

EXHIBIT "A"



Public Engineering & Surveying

3114 Taylor - Issaquah

20172 20th Avenue S.W. Suite 100
 Bothell, WA 98021-4417
 Phone: (206) 835-2561 Fax: (206) 835-2000
 www.pse-engineering.com

"EXHIBIT A"

CITY OF SAMMAMISH PARK

A parcel of land situate in the south one-half of Section 36 Township 25 North Range 3 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the south 1/4 corner of said section, being a 4-inch by 4-inch concrete monument with a 1-1/2 inch brass disc with punch mark, basis of bearing per plat Trossachs Division No. 7 as recorded Under King County Recording number 98:2:00300; thence along the south line of the southwest quarter of said Section 36 North 89°24'44" West, 1096.77 feet, thence perpendicular to said south line North 01°35'16" East, 747.46 feet; thence parallel to the south line of said southwest quarter South 89°24'44" East, 1097.13 feet, thence perpendicular to said south line North 01°35'16" East, 254.45 feet, thence parallel to the south line of the southeast quarter of said Section 36, South 88°13'33" East, 583.42 feet; thence South 10°41'37" West, 153.98 feet to the beginning of a curve concave to the west, from which the radius point bears North 79°18'23" West, 1461.83 feet; thence along said curve southerly 72.44 feet through a central angle of 02°50'22" to the end of curve; thence South 13°31'59" West, 179.83 feet to the beginning of a curve concave to the west, from which the radius point bears North 76°28'01" West, 1464.00 feet, thence along said curve southerly 72.46 feet through a central angle of 02°50'12" to a reverse curve concave to the east, from which the radius point bears South 73°37'49" East, 379.82 feet; thence along said curve southerly 122.91 feet through a central angle of 18°32'29" to the end of curve; thence South 02°10'13" East, 2.91 feet to the beginning of a curve concave to the west, from which the radius point bears South 27°49'42" West, 1173.36 feet; thence along said curve southerly 80.08 feet through a central angle of 03°54'13" to the end of curve; thence South 01°43'35" West, 24.15 feet to the beginning of a curve concave to the east, from which the radius point bears South 89°18'05" East, 162.77 feet; thence along said curve southerly 20.64 feet, through a central angle of 08°29'17" to the end of curve; thence South 04°44'22" East, 84.55 feet to the beginning of a curve concave to the east, from which the radius point bears North 85°16'28" East, 162.77 feet, thence along said curve southerly 64.25 feet, through a central angle of 20°10'23" to the end of curve; thence South 24°54'48" East, 36.06 feet to the beginning of a curve concave southwesterly, from which the radius point bears South 85°05'15" West, 176.55 feet; thence along said curve southerly 77.77 feet through a central angle of 25°16'03" to the end of curve, thence South 00°21'18" West, 28.88 feet to the south line of said Section 36; thence along said south line North 88°13'33" West, 612.33 feet to the Point of Beginning, containing 1,306.344 sq ft. (29.99 acres), more or less.



07/05/2008

EXHIBIT "B"

SOARING EAGLE PARK
PROPOSED PROPERTY LINES

EXHIBIT MAP

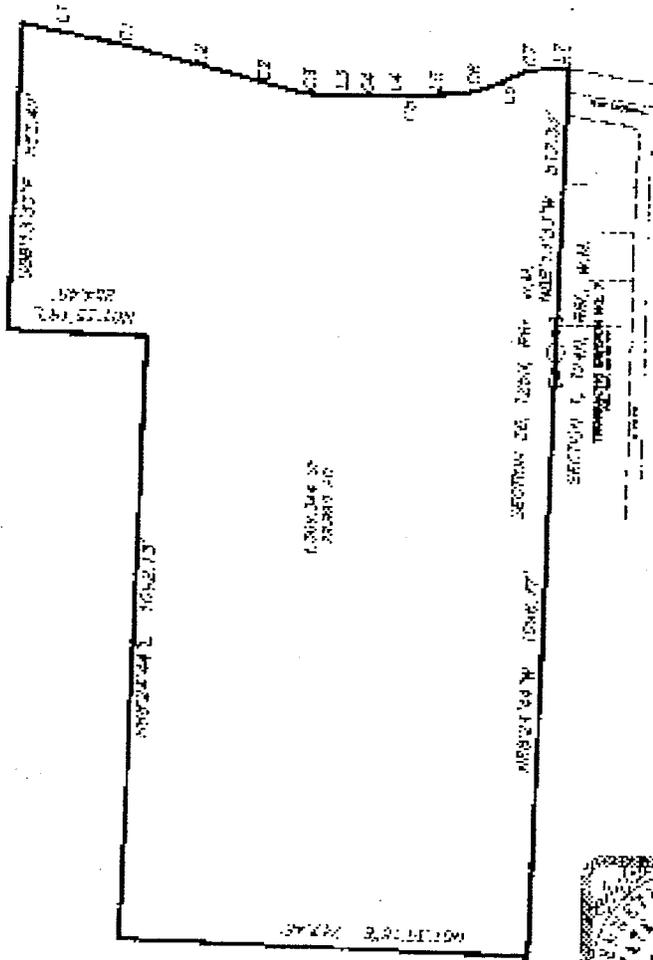


A&E SURVEYING & CONSTRUCTION, INC.
2001 20th St., Suite 102
Burlington, NH 05401
800-555-2245

LINE	BEARING	LENGTH
L1	S 04°41'37" W	153.36
L2	S 73°17'30" W	179.07
L3	S 02°10'30" E	7.01
L4	S 01°13'55" W	24.15
L5	S 04°19'22" E	58.03
L6	S 20°52'45" E	40.80
L7	S 08°11'14" E	20.95

CURVE	STATION	OS 1/4	1/2	3/4	ANGLE
C1	141.93	270.43	72.42		120.00
C2	148.00	210.00	63.00		120.00
C3	179.02	141.00	72.00		120.00
C4	175.00	325.00	90.00		120.00
C5	177.77	620.17	20.54		120.00
C6	182.77	801.00	54.75		120.00
C7	178.00	1016.00	77.77		120.00

DATE: 08/20/08
BY: [Signature]
CHECKED: [Signature]



NTS



EXHIBIT "C"

COUNTY EASEMENT LOCATION

That portion of the Southeast quarter of Section 36, Township 25 North, Range 6 East, W.M., in King County, Washington, lying within a strip of land 60 feet in width, the Easterly line of which is described as follows:

Beginning at a point on the South line of said Section 36, South $88^{\circ}13'33''$ East 512.33 feet East of the South quarter corner of said Section 36, said point being at the intersection of said South line and the Easterly right of way margin of Trossachs Boulevard Northeast;

Thence North $00^{\circ}21'18''$ East 28.88 feet to the beginning of a tangent curve concave southwesterly having a radius of 176.35 feet;

Thence along said curve through a central angle of $25^{\circ}16'03''$ a distance of 77.77 feet to a point of tangency;

Thence North $24^{\circ}54'45''$ West 36.86 feet to the beginning of a tangent curve concave to the East having a radius of 182.77 feet;

Thence along said curve through a central angle of $20^{\circ}10'23''$ a distance of 64.35 feet to a point of tangency;

Thence North $4^{\circ}44'22''$ West 84.55 feet to the beginning of a tangent curve concave to the east having a radius of 182.77 feet;

Thence along said curve through a central angle of $06^{\circ}28'17''$ a distance of 20.64 feet to a point of tangency;

Thence North $1^{\circ}43'55''$ East 24.15 feet to the beginning of a tangent curve concave to the West having a radius of 1175.36 feet;

Thence along said curve through a central angle of $03^{\circ}54'13''$ a distance of 80.08 feet to a point of tangency;

Thence North $02^{\circ}10'18''$ West 3.91 feet to the beginning of a tangent curve concave to the East having a radius of 379.82 feet;

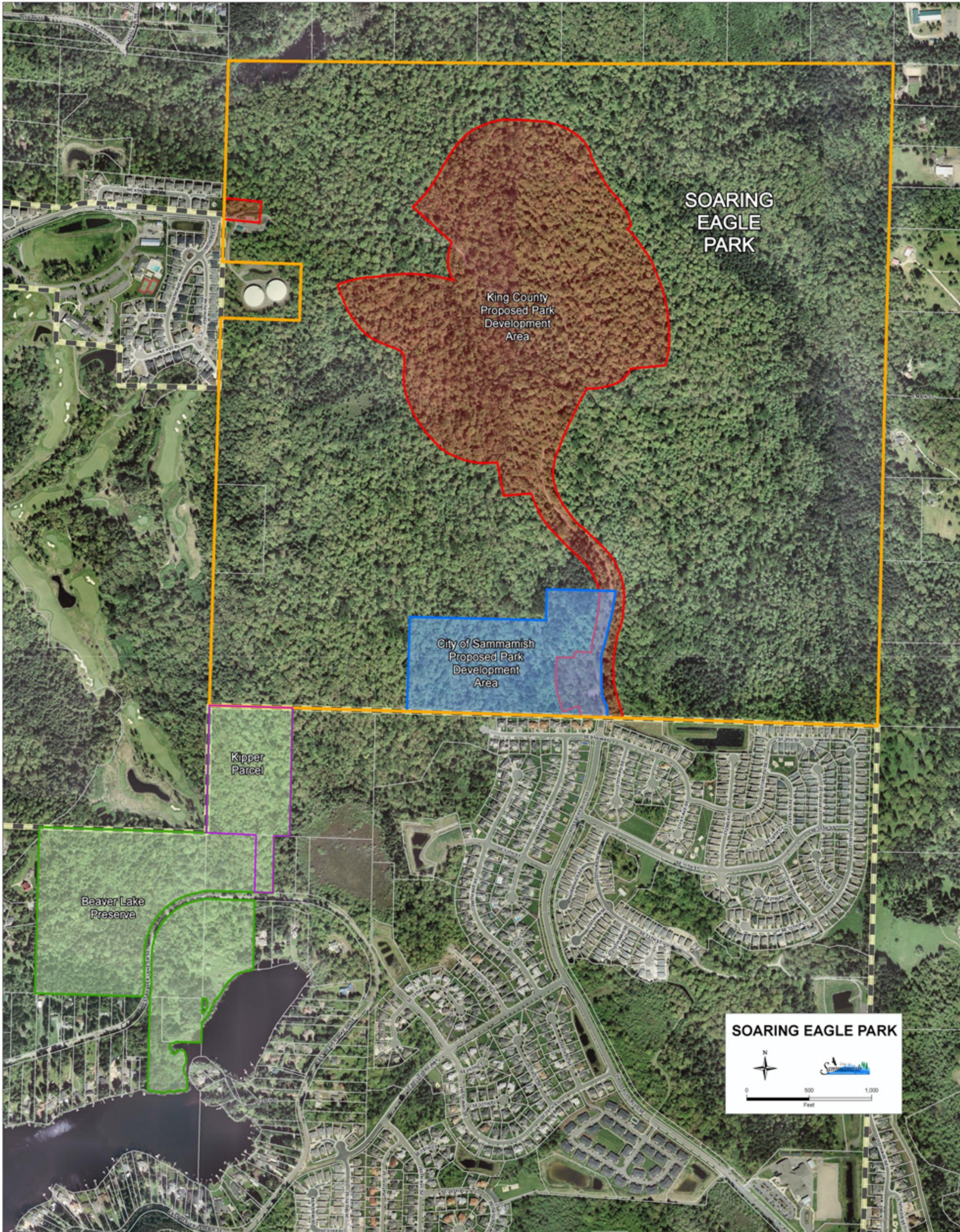
Thence along said curve through a central angle of $18^{\circ}32'39''$ a distance of 122.91 feet to the beginning a reverse curve concave to the West having a radius of 1464.00 feet;

Thence along said curve through a central angle of $02^{\circ}50'12''$ a distance of 72.48 feet;

Thence North $13^{\circ}31'59''$ East 179.83 feet to the beginning of a tangent curve concave to the West having a radius of 1461.83 feet;

Thence along said curve through a central angle of $02^{\circ}50'22''$ a distance of 72.44 feet;

Thence North $10^{\circ}41'37''$ East 153.36 feet to the terminus of said line



SOARING
EAGLE
PARK

King County
Proposed Park
Development
Area

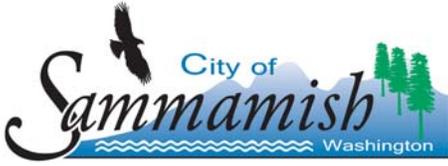
City of Sammamish
Proposed Park
Development
Area

Kipper
Parcel

Beaver Lake
Preserve

SOARING EAGLE PARK

0 500 1,000
Feet



CITY COUNCIL AGENDA BILL

Subject:**Beaver Lake Management Plan Update**

A proposed resolution to adopt the Beaver Lake Management Plan Update: A Report on the Quality of Beaver Lake for 2001 - 2006

Action Required:

Adoption of Resolution

Exhibits:

1. Draft Resolution
2. Beaver Lake Management Plan Update document (available upon request)

Meeting Date: April 1, 2008

Date Submitted: March 26, 2008

Originating Department: Community Development

Clearances:

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

Budgeted Amount: N/A

Summary Statement:

The Beaver Lake Management Plan Update: A Report on the Quality of Beaver Lake for 2001 - 2006 is the latest update to the Beaver Lake Management Plan.

Background:

The original Beaver Lake Management Plan was completed in 1993 and has been the basis for ongoing water quality monitoring for Beaver Lake, and for a series of recommendations for mitigating surface water impacts associated with land development around Beaver Lake. The original plan was updated in 2000 following the 1995 to 2000 Lake Management District; the update before the City Council today is the result of the Lake Management District in place from 2001 to 2006.

Recommended Motion:

Approve the resolution adopting the Beaver Lake Management Plan Update: A Report on the Quality of Beaver Lake for 2001 – 2006.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2008-**

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON,
ADOPTING THE BEAVER LAKE MANAGEMENT PLAN UPDATE: A
REPORT ON THE QUALITY OF BEAVER LAKE FOR 2001 - 2006**

WHEREAS, the original Beaver Lake Management Plan was completed in 1993 and has been the basis for ongoing water quality monitoring within Beaver Lake; and

WHEREAS, the original Beaver Lake Management Plan is the basis for a series of recommendations for mitigating surface water impacts associated with land development around Beaver Lake; and

WHEREAS, the City of Sammamish has adopted water quality standards for protecting Beaver Lake in Environmentally Critical Areas in chapter 50 of Title 21A of the Sammamish Municipal Code; and

WHEREAS, the original plan was updated in 2000 following the 1995 to 2000 Lake Management District; and

WHEREAS, the update before the City Council today is the result of the latest Lake Management District, which was in place from 2001 to 2006; and

WHEREAS, the Beaver Lake Management District Board recommends that the City Council adopt the Beaver Lake Management Plan Update: A Report on the Quality of Beaver Lake for 2001 – 2006.

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

Section 1. Adopting the Beaver Lake Management Plan Update: A Report on the Quality of Beaver Lake for 2001 - 2006. The City of Sammamish hereby adopts the update to the Beaver Lake Management Plan attached here to as Exhibit “A”.

Section 2. Effective Date. This resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE __ DAY OF APRIL 2008.**

CITY OF SAMMAMISH

Lee Felling, Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

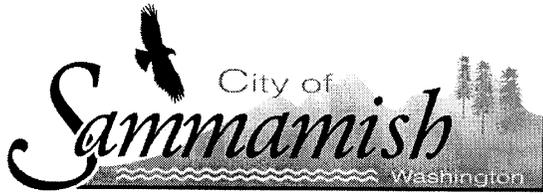
Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: March 26, 2008

Passed by the City Council:

Resolution No.:



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: March 27, 2008
RE: Claims for April 1, 2008

\$ 44,753.90
943,554.26
23,158.55

44,753.90 +
943,554.26 +
23,158.55 +
1,011,466.71 *

TOTAL \$ 1,011,466.71

Check # 20426 through # 20511

City of Hammami
marlene

Accounts Payable
Computer Check Register Totals

Bill #14

Printed: 03/21/08 09:40

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20426	03/21/2008	ANI	ANI Administrators NW Inc	1,061.56	000000
20427	03/21/2008	ICMA401	ICMA 401	27,770.66	000000
20428	03/21/2008	ICMA401x	ICMA401	4,396.46	000000
20429	03/21/2008	ICMA457	ICMA	11,023.08	000000
20430	03/21/2008	WAREV	Wa State Dept of Revenue	502.14	000000

CHECK TOTAL:				\$44,753.90	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
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20432	04/01/2008	ALDWORTH	Kurt Aldworth	1,270.78	000000
20433	04/01/2008	ANI	ANI Administrators NW Inc	130.00	000000
20434	04/01/2008	ATTLONG	AT&T	64.62	000000
20435	04/01/2008	BARKERLA	Barker Landscape Architects PS	19,595.21	000000
20436	04/01/2008	BELREDHT	Bel-Red Heating	62.50	000000
20437	04/01/2008	BERGERPA	Berger Partnership	1,534.25	000000
20438	04/01/2008	BOGDAN	Advantage Building Services	8,610.88	000000
20439	04/01/2008	BUILDERS	Builders Exchange of WA	185.75	000000
20440	04/01/2008	CADMAN	Cadman, Inc.	1,236.21	000000
20441	04/01/2008	COMCAST2	Comcast	99.95	000000
20442	04/01/2008	COOPER	Ben Cooper	509.60	000000
20443	04/01/2008	DEERE	John Deere Landscapes	603.31	000000
20444	04/01/2008	EASTFIRE	Eastside Fire & Rescue	414,040.75	000000
20445	04/01/2008	ESRI	ESRI, Inc.	4,552.80	000000
20446	04/01/2008	EVANS	David Evans & Associates, Inc	10,907.43	000000
20447	04/01/2008	EWING	Kathy Ewing	891.28	000000
20448	04/01/2008	FELLINGE	Lee Felling	1,269.96	000000
20449	04/01/2008	GEOTIVIT	Geotivity	400.00	000000
20450	04/01/2008	HAMRADIO	Ham Radio Outlet	189.95	000000
20451	04/01/2008	HANDLOS	Lynne Handlos	20.20	000000
20452	04/01/2008	INTEGRA	Integra Telecom	3,655.77	000000
20453	04/01/2008	ISSAQ1	Issaquah Press, Inc.	1,365.00	000000
20454	04/01/2008	ISSAUTO	Issaquah Auto Tech, Inc	2,874.94	000000
20455	04/01/2008	JKASSOC	J & K Associates	2,056.09	000000
20456	04/01/2008	KBA	KBA Inc	9,794.02	000000
20457	04/01/2008	KEENEY	Keeney's Office Plus	20.68	000000
20458	04/01/2008	KENYON2	Kenyon Disend PLLC	15,362.65	000000
20459	04/01/2008	KINGFI	King County Finance A/R	43,943.67	000000
20460	04/01/2008	KINGWAT	King County Finance Water & Land Division	2,657.40	000000
20461	04/01/2008	KPFF	KPFF Consulting Engineers	1,978.35	000000
20462	04/01/2008	L&IELEVA	Elevator Section Dept of Labor & Industries	109.40	000000
20463	04/01/2008	LOCHNER	Lochner, Inc.	101,319.82	000000
20464	04/01/2008	LUZZO	Dalton Luizzo	42.84	000000
20465	04/01/2008	MATTHIAS	Michael Matthias	14.65	000000
20466	04/01/2008	MICRO	Microflex, Inc.	114.61	000000
20467	04/01/2008	MINUTE	Minuteman Press	39.48	000000
20468	04/01/2008	MOBILEMA	Mobile Maintenance & Mechanix	367.41	000000
20469	04/01/2008	NELSONTR	Nelson Truck Equip Co Inc	12,772.91	000000
20470	04/01/2008	NWCASC	Northwest Cascade, Inc.	1,292.86	000000
20471	04/01/2008	NWHYDRO	NW Hydroseeding	2,050.00	000000
20472	04/01/2008	NWLAND	Brickman	13,421.64	000000
20473	04/01/2008	NWPERMIT	NW Permit Inc	62.50	000000
20474	04/01/2008	OER	Olympic Environmental Resource	14,169.80	000000
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20476	04/01/2008	PACE	Pace Engineers, Inc.	962.50	000000
20477	04/01/2008	PERTEET	Perteet, Inc.	81,740.36	000000
20478	04/01/2008	PHOINIX	Phoinix Equipment LLC	2,531.93	000000
20479	04/01/2008	PICKER	Pickering & Associates, Inc	392.04	000000
20480	04/01/2008	PIEDMONT	Piedmont Directional Signs	1,100.00	000000
20481	04/01/2008	PROTH	Prothman Company	9,249.54	000000
20482	04/01/2008	PSE	Puget Sound Energy	2,610.40	000000
20483	04/01/2008	QWEST	QWEST	153.01	000000
20484	04/01/2008	REDSIGNS	Redmond Signs	70.34	000000
20485	04/01/2008	ROTH	Roth Hill Engineering Partners	19,459.18	000000
20486	04/01/2008	SAM	Sammamish Plateau Water Sewer	571.64	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	Bill #14	
				<u>Amount</u>	<u>Voucher</u>
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20491	04/01/2008	SERVICE	Service Paper Co	65.32	000000
20492	04/01/2008	SITE	Site Workshop	5,850.00	000000
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20494	04/01/2008	TATTERSA	Tattersall Design	455.00	000000
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20496	04/01/2008	TELEXCOM	Telex Communications	86.18	000000
20497	04/01/2008	TRELSTAD	Trelstad Tree, Inc	4,573.80	000000
20498	04/01/2008	UNITRENT	United Rentals NW, Inc	1,888.29	000000
20499	04/01/2008	VAN NOST	Maren Van Nostrand	2,772.00	000000
20500	04/01/2008	VANDEMAR	Van De Mark Landscape Architect, Inc. PS	4,892.50	000000
20501	04/01/2008	VERT	Vertical Transportation Svcs	457.38	000000
20502	04/01/2008	WAAUDIT	Wa State Auditor's Office	4,555.95	000000
20503	04/01/2008	WADOT	Wa State Dept of Transp	36,253.46	000000
20504	04/01/2008	WATERSH	The Watershed Company	2,934.19	000000
20505	04/01/2008	WAWILD	Wa Wildlife & Recreation Coal	250.00	000000
20506	04/01/2008	WAWORK	Washington Workwear LLC	7,219.60	000000
20507	04/01/2008	WESTEK	Westek Forest Ltd	5,032.36	000000
20508	04/01/2008	YAKIMA	Yakima County Department of Corrections	1,952.54	000000

CHECK TOTAL: \$943,554.26

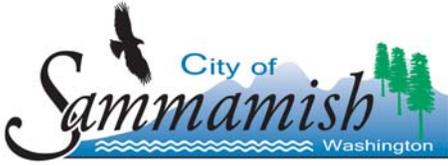
City of ~~Sammami~~
marlene

Accounts Payable
Computer Check Register Totals

Bill #14
Printed: 03/27/08 09:18

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20509	04/01/2008	KINGFI	King County Finance A/R	16,513.05	000000
20510	04/01/2008	PACE	Pace Engineers, Inc.	6,458.00	000000
20511	04/01/2008	SAM	Sammamish Plateau Water Sewer	187.50	000000

CHECK TOTAL:				\$23,158.55	



CITY COUNCIL AGENDA BILL

Subject: Interlocal Agreement with King County for Historic Preservation

Meeting Date: April 1, 2008

Date Submitted: April 1, 2008

Originating Department: City Manager

Clearances:

Action Required: Authorize the City Manager to sign the interlocal agreement

- | | |
|---|--|
| <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. Sample Interlocal Agreement

Budgeted Amount:

Summary Statement:

Council has expressed an interest in preserving buildings and landmarks of historical significance within the City of Sammamish. King County is working with cities throughout the county to provide landmark designations and preservation services. The benefits to Sammamish could include:

- Compliance with growth management requirements for historic preservation
- Cost efficient delivery of professional services
- Preservation of significant aspects of local history
- Protection and enhancement of key elements of community character
- Access to incentives for property owners
- Potential access to state and federal funding sources for preservation

Background: The King County Historic Preservation Program was established in 1978 to ensure that as the county grows and changes, the historic resources that best reflect the

region's history are preserved for future generations. Services are available via an interlocal agreement between King County and a participating city. At the city's option, services can include, but are not limited to:

- Designation and protection of significant historic and cultural properties
- Preparing nomination applications
- Conducting survey and inventory of historic properties and maintaining the survey and inventory data
- Developing and implementing design guidelines
- Assistance with preservation planning
- Other preservation-related work

Owners of designated landmark properties are eligible for a variety of benefits including property tax reduction, eligibility for low interest loans, brick-and-mortar grants, and technical assistance with restoration and design.

The City-owned Freed House might be a property eligible for historic preservation designation. The City has \$242,200 budgeted for the Freed House. \$3,514.50 was spent through July, leaving an amount available of \$238,985.50. Participating in the King County Historic Preservation Program could provide expertise in facilitating the designation of this property as a historic landmark. Potential funding to move and restore the Freed House also might be identified through this program. To participate in the Historic Preservation Program, cities must:

1. Adopt the County Landmark Ordinance by reference
2. Appoint a city representative to the Landmarks Commission
3. Provide for design review of any proposed changes to landmark properties

Design review may be done by a city board or committee or by the County, again at the city's option.

Financial Impact:

Although the County is required to receive full reimbursement for any contracted services through the Interlocal Agreement, grants from the State Department of Archaeology and Historic Preservation are available to defray some of the cost. The hourly rate for King County staff time—which includes calculated overhead—ranges from \$51.93 to \$70.34 per hour (2007 rates) depending upon the service requested and the staff member(s) involved in providing that service.

Recommended Motion: Motion to authorize the City Manager to execute the Interlocal agreement with King County for Historical Preservation.

INTERLOCAL AGREEMENT FOR LANDMARK SERVICES

AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SAMMAMISH RELATING TO LANDMARK DESIGNATION AND PROTECTION SERVICES

THIS IS AN AGREEMENT between King County, a home rule charter county and a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Sammamish, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS, the City is incorporated; and

WHEREAS, local governmental authority and jurisdiction with respect to the designation and protection of landmarks within the city limits resides with the City; and

WHEREAS, the City desires to protect and preserve the historic buildings, structures, districts, sites, objects, and archaeological sites within the city for the benefit of present and future generations; and

WHEREAS, the County is able to provide landmark designation and protection services for the City; and

WHEREAS, the City has elected to contract with the County to provide such services; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide efficient and cost effective landmark designation and protection; and

WHEREAS, pursuant to R.C.W. 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative action;

NOW THEREFORE, the County and the City hereby agree:

1. Services. At the request of the City, the County shall provide landmark designation and protection services using the criteria and procedures adopted in King County Ordinance 10474, King County Code (K.C.C.), Chapter 20.62 within the City limits.
2. City's Responsibilities
 - A. Adopt an ordinance establishing regulations and procedures for the designation of historic buildings, structures, objects, districts, sites, objects, and archaeological sites as landmarks and for the protection of landmarks. Regulations and procedures shall be substantially the same as the regulations and procedures set forth in K.C.C. Chapter 20.62. The ordinance shall provide that the King County Landmarks Commission, with

the addition of a special member, acting as the City of Sammamish Landmarks Commission (Commission) shall have the authority to designate and protect landmarks within the City limits in accordance with the City ordinance. The ordinance shall include:

- 1) Provision for the appointment of a special member to the Commission as provided by K.C.C. Chapter 20.62.030.
- 2) A provision that appeals from decisions of the Commission pertaining to real property within the City limits shall be taken to the City Council.
- 3) A provision for penalties for violation of the certificate of appropriateness procedures (K.C.C. Chapter 20.62.080).
- 4) A provision that the official responsible for the issuance of building and related permits shall promptly refer applications for permits which affect historic buildings, structures, objects, sites, districts, or archaeological sites to the King County Historic Preservation Officer (HPO) for review and comment. The responsible official shall seek and take into consideration the comments of the HPO regarding mitigation of any adverse effects affecting historic buildings, structures, objects, sites or districts.

B. Appoint a Special Member to the Commission in accordance with the ordinance adopted by the City. Pursuant to K.C.C. Chapter 20.62 such Special Member shall be a voting member of the Commission on all matters relating to or affecting landmarks within the City, except review of applications to the Special Valuation Tax Program, and the Current Use Taxation Program.

C. Except as to Section 5, the services provided by the County pursuant to this agreement do not include legal services.

3. County Responsibilities

- A. Process all landmark nomination applications and conduct planning, training, and public information tasks necessary to support landmarking activities in the City. Such tasks shall be defined by mutual agreement of both parties on an annual basis.
- B. Process all Certificate of Appropriateness applications to alter, demolish, or move any significant feature of a landmark property within the City limits.
- C. Act as the "Local Review Board" for the purposes related to Chapter 221, 1986 Laws of Washington, (R.C.W. 84.26 and WAC 254.20) for the special valuation of historic properties within the city limits.
- D. Review and approve all applications to the King County Landmark Loan Program.
- E. Review and comment on applications for permits which affect historic buildings, structures, objects, sites, districts, and archaeological sites. Comments shall be

forwarded to the city official responsible for the issuance of building and related permits

4. Compensation

- A. Costs. The City shall reimburse the County fully for all costs incurred in providing services under this contract, including overhead and indirect administrative costs. Costs charged to the City may be reduced by special appropriations, grants, or other supplemental funds, by mutual agreement of both parties. The rate of reimbursement to the County for labor costs shall be revised annually. Addendum A contains 2003 labor costs. Maximum total cost to the City shall be revised annually. Addendum B contains the 2003 maximum cost to the City for reimbursable services.
- B. Billing. The County shall bill the City quarterly. The quarterly bill shall reflect actual costs plus the annual administrative overhead rate. Payments are due within 30 days of invoicing by the County.

5. Indemnification.

- A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them, in providing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and the County and their respective officers, agents and employees, or any of them, the County shall satisfy the same.
- B. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, actions or administrative proceeding is commenced in the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.
- C. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the

County, and its officers, agents, and employees, or any of them, the City shall satisfy the same.

D. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Article shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

- 6. Duration. This agreement is effective beginning upon execution, and shall be reviewed annually.
- 7. Termination. Either party may terminate this agreement by forty-five (45) days written notice from one party to the other.
- 8. Administration. This agreement shall be administered for the County by the Director of Business Relations and Economic Development, or the director's designee, and for the City by the City Manager or the manager's designee.
- 9. Amendments. This Agreement may be amended at any time by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2003.

CITY OF SAMMAMISH

By: _____

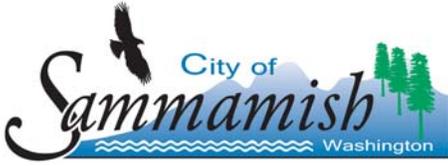
Title: _____

KING COUNTY

By: _____
King County Executive

Approved as to form:

By: _____
King County Prosecutor



CITY COUNCIL AGENDA BILL

Subject: First Reading An Ordinance Of The City Of Sammamish, Washington, Adding A New Chapter To The Sammamish Municipal Code Relating To The Protection And Preservation Of Landmarks

Meeting Date: April 1, 2008

Date Submitted: April 1, 2008

Originating Department: City Manager

Clearances:

Action Required: No action. First reading only

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. Draft Ordinance

Budgeted Amount:

Summary Statement:

This is the first reading of an ordinance adding a new chapter to the Sammamish Municipal Code establishing regulations and procedures for the designation of historic building, structure, objects, districts, sites and archaeological sites as landmarks for protection.

Background:

In order for King County to provide landmark designation and protections services, the City is required to adopt regulations and procedures substantially the same as the regulations and procedures set forth in K.C.C. Chapter 20.62. This ordinance will satisfy that requirement. This is the first reading of the ordinance. All required noticing and review of the ordinance will be completed before the second reading.

Financial Impact:

Recommended Motion: No action recommended. This is a first reading only.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2008-_____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ADDING A NEW CHAPTER TO THE
SAMMAMISH MUNICIPAL CODE RELATING TO THE
PROTECTION AND PRESERVATION OF LANDMARKS**

WHEREAS, historic preservation fosters civic pride in the beauty and accomplishments of the past and improves the economic vitality of our communities; and

WHEREAS, the City of Sammamish desires to designate, protect, and enhance those sites, buildings, districts, structures and objects that reflect significant elements of its cultural, aesthetic, social, economic, political, architectural, ethnic, archaeological, engineering, and other history; and

WHEREAS, King County is able to provide landmark designation and protection services to the City; and

WHEREAS, the City has elected to contract with King County to provide such services; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide efficient and cost effective landmark designation and protection;

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

SECTION 1. Landmarks Commission Created-Membership and Organization.

- A. The King County Landmarks Commission (“Commission”), established pursuant to King County Code (K.C.C.), Chapter 20.62, is hereby designated and empowered to act as the Landmarks Commission for the City of Sammamish pursuant to the provisions of this ordinance.

- B. The Special Member of the Commission, provided for in Section 20.62.030 of the King County Code, shall be appointed by the City Council. Such special member shall have a demonstrated interest and competence in historic preservation. Such appointment shall be made for a three-year term. Such special member shall serve until his or her successor is duly appointed and confirmed. In the event of a vacancy, an appointment shall be made to fill the vacancy in the same manner and with the same qualifications as if at the beginning of the term, and the person appointed to fill the vacancy shall hold the position for the remainder of the unexpired term. Such special member may be reappointed, but may not serve more than two consecutive, three-year

terms. Such special member shall be deemed to have served one full term if such special member resigns at any time after appointment or if such special member serves more than two years of an unexpired term. The special member of the Commission shall serve without compensation.

- A. The Commission shall file its rules and regulations, including procedures consistent with this ordinance, with the City Clerk.

SECTION 2. King County Code Chapter 20.62 adopted:

- A. K.C.C. 20.62.020 – Definitions, except as follows:
1. Paragraph H. is changed to read “Director” is the responsible official who approves building permits for the city.
 2. Add paragraph: Q. “Council” is the City of Sammamish City Council.
- B. K.C.C. 20.62.040 - Designation Criteria, except all references to "King County" are changed to read “City of Sammamish.”
- C. K.C.C. 20.62.050 - Nomination Procedure.
- D. K.C.C. 20.62.070 - Designation Procedure, except all references to "King County" are changed to read “City of Sammamish.”
- E. K.C.C. 20.62.080 - Certificate of Appropriateness Procedure, except the last sentence of paragraph A thereof.
- F. K.C.C. 20.62.100 - Evaluation of Economic Impact.
- G. K.C.C. 20.62.110 - Appeal Procedure.
- H. K.C.C. 20.62.130 - Penalty for Violation of Section 20.62.080 (Paragraph E. above).
- I. K.C.C. 20.62.140 - Special Valuation for Historic Properties
- J. Permit applications for changes to landmark properties shall not be considered complete unless accompanied by a certificate of appropriateness pursuant to Section 2.E. above. Upon receipt of an application for a development proposal which affects a King County landmark or an historic resource that has received a preliminary determination of significance as defined in Section 2.A. above, the application circulated to the King County historic preservation officer shall be deemed an application for a certificate of appropriateness pursuant to Section 2.E. above if accompanied by the additional information required to apply for such certificate.

SECTION 3. Redesignation of Existing Landmarks.

All King County landmarks designated pursuant to the provisions of K.C.C. 20.62 that are located within the boundaries of the City shall be subject to the provisions of this ordinance and considered City of Sammamish landmarks.

SECTION 4. Severability.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

SECTION 5. 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 APRIL, 2008.**

CITY OF SAMMAMISH

Mayor Lee Fellingge

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: April 1, 2008
First Reading: April 1, 2008
Passed by the City Council:
Date of Publication:
Effective Date: