

# 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**

- *Proclamation: Day of Prayer* (5 minutes)
- *Presentation: Skyline High School Cheerleaders* (5 minutes)

**Consent Agenda** (1 minute)

- Payroll for pay period ending March 31, 2008 for pay date April 4, 2008 in the amount of \$216,068.21
- 1. Approval: Claims for period ending April 15, 2008 for Check No. 20512 through Check No.20622 in the amount of \$514,494.52
- 2. Resolution: Establishing Purchasing Policies
- 3. Contract: Non-Motorized Project List/Gray & Osborne
- 4. Agreement: Bus Route 269/King County
- 5. Purchase: Radar Guns
- 6. Approval: April 1, 2008 Regular Meeting Minutes

**Public Hearing**

7. Ordinance: First Reading Amending The City Of Sammamish Municipal Code To Refine And Clarify Administrative Procedures Related To The Issuance Of Interpretations Of The Development Code, And Amending Certain Other Chapters Of The City Of Sammamish Municipal Code To Ensure Consistency With Chapter 5 Of Title 21A Of The Sammamish Municipal Code (15 minutes)
8. 2008 Comprehensive Plan Amendments (45 minutes)
  - Ordinance amending The City Of Sammamish Comprehensive Plan Land Use Element, Figure III-2, For The Purpose Of Changing The Land Use Designations Associated With The Kaschko Property
  - Ordinance Amending The City Of Sammamish Zoning Map For The Purpose Of Rezoning 30.46 Acres Associated With The Kaschko Docketed Comprehensive Plan Amendment
  - Ordinance Amending The City Comprehensive Plan Land Use Element Including: Revising Land Use Policies And Figures III-2 And III-2a For The Designating Purpose Of Additional Potential Annexation Areas And Designating Contingent Land Uses Associated With Such Potential Annexation Areas
  - Ordinance Amending The City Zoning Map To Designate Contingent PAA Zoning

### 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](http://www.ci.sammamish.wa.us)

**Unfinished Business—None**

**New Business—None**

**Council Reports** (21 minutes)

**City Manager Report** (10 minutes)

- ◆ Annual Impact Fee Report

**Executive Session— If Necessary**

**Adjournment** (9:00 pm)

**AGENDA CALENDAR**

Fri 04/11	3:00pm – 5pm	Special Meeting	Town Center Field Trip
Tues 04/15	6:30 pm	Regular Council Meeting	Proclamation: Day of Prayer Presentation: Skyline Cheerleaders/State Champions 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/Gray & Osborne (consent) Purchase: Radar guns Annual Impact Fee Report (CM Report)
Mon 04/21	6:30 pm	Study Session	Town Center Plan Evans Creek Preserve Preliminary Study Results City Insurance Services
<b>May 2008</b>			
Tues 05/06	6:30 pm	Regular Council Meeting	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) Contract: Sammamish Landing Master Plan/Consultant (consent) Contract: 212 <sup>th</sup> Sidewalk/ Contract: Architectural Services Public Works/Parks Shop/TCF Architecture
Tues 05/13	6:30 pm	Study Session	2008 Comp Plan Amendments Town Center Discussion: Parks Bond and Parks CIP Sammamish Landing Master Plan Early Input Discussion
Mon 05/19	6:30 pm	Study Session	4 <sup>th</sup> 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 <sup>th</sup> of July Parking Contract: Fireworks/
<b>June 2008</b>			
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
<b>July 2008</b>			
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	
<b>August 2008</b>			
			<b>No meetings</b>
<b>Sept 2008</b>			
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	
<b>October 2008</b>			
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
<b>November 2008</b>			
Tues 11/04	6:30 pm	Regular Council Meeting	Public Hearing/First Reading Ordinance: 2009-2010 Budget
Tues 11/11	6:30 pm		<b>Veterans Day City Offices Closed</b>
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
<b>December 2008</b>			
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	
<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>

<p><b>Resolution:</b> Adopting Evans Creek Preserve Master Plan</p> <p><b>Approval:</b> Non-Motorized Project Priority List</p> <p>Street Lighting Standards Revision</p> <p>Storm Drainage Manual Update</p> <p><b>Contract:</b> 212<sup>th</sup> Avenue Sidewalk Design/Construction</p> <p><b>Public Hearing/Second Reading LID Ordinance</b></p>	<p><b>Resolution:</b> Pine Lake Water Quality Plan</p> <p><b>Contract:</b> Louis Thompson Basin Plan Design (Jan 2007)</p> <p><b>Ordinance:</b> First Reading: Puget Sound Energy/Sewer Districts/Cable Franchise</p> <p><b>Resolution:</b> Sammamish Commons Final Acceptance</p> <p><b>Interlocal:</b> Soaring Eagle Park Transfer</p> <p><b>Contract:</b> 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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## Events

<< [March](#)**April 2008**[May >>](#)

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

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City of Sammamish, M - F, 8:30 am - 5 pm  
 801 228th Ave SE, Sammamish, WA 98075, Phone: (425) 295-0500, Fax: (425) 295-0600  
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Last updated Apr 09 2008

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## Events

[<< April](#)**May 2008**[June >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 6:30 p.m. <b>Planning Commission Meeting</b>	2	3
4	5	6 6:30 p.m. <b>City Council Meeting</b>	7	8	9	10
11	12	13 6:30 p.m. <b>City Council Study Session</b>	14 6:30 p.m. <b>Parks and Recreation Commission Meeting</b>	15 6:30 p.m. <b>Planning Commission Meeting</b>	16	17
18	19 6:30 p.m. <b>City Council Study Session</b>	20 5:30 p.m. <b>Sculpture Dedication</b> 6:30 p.m. <b>City Council Meeting</b>	21 4 p.m. <b>Sammamish Farmers Market Grand Opening</b> 6 p.m. <b>Sammamish Youth Board Meeting</b>	22	23	24
25	26 8 a.m. <b>Memorial Day</b> City offices closed	27	28 4 p.m. <b>Sammamish Farmer's Market</b>	29 5 p.m. <b>Planning Commission Meeting</b>	30	31

[List View](#)[To Top](#)

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

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

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Last updated Apr 09 2008



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** April 10, 2008  
**RE:** Claims for April 15, 2008

	\$	10,771.99
		117,828.00
		44.32
		361,437.34
		24,412.87
0.00	*	
10,771.99	+	
117,828.00	+	
44.32	+	
361,437.34	+	
24,412.87	+	
514,494.52	*	

**TOTAL \$ 514,494.52**

Check # 20512 through # 20622

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20512	04/02/2008	JPMORGAN	JP Morgan Chase	10,771.99	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$10,771.99</b>	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20513	04/04/2008	ANI	ANI Administrators NW Inc	1,061.56	000000
20514	04/04/2008	AWCMED	AWC Employee BenefitsTrust	73,795.04	000000
20515	04/04/2008	ICMA401	ICMA 401	26,878.58	000000
20516	04/04/2008	ICMA401x	ICMA401	4,252.60	000000
20517	04/04/2008	ICMA457	ICMA	11,451.72	000000
20518	04/04/2008	PREPAIDL	Pre-Paid Legal Services, Inc	388.50	000000

**CHECK TOTAL:** \$117,828.00

City of ~~Sammami~~  
marlene

Accounts Payable  
Computer Check Register Totals

Printed: 04/08/08 14:51

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20519	04/08/2008	RODDICK	Lesley Roddick	44.32	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$44.32</b>	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20520	04/15/2008	ACCURAT	Accurate Service LLC	258.80	000000
20521	04/15/2008	ACCURATE	Accurate Auto Body, Inc	6,551.05	000000
20522	04/15/2008	ACE	Ace Hardware, LLC	472.16	000000
20523	04/15/2008	ACHARYA	Saswata Acharya	173.25	000000
20524	04/15/2008	ADOLFSON	ESA Adolfsen	13,826.00	000000
20525	04/15/2008	ALDWORTH	Kurt Aldworth	62.62	000000
20526	04/15/2008	ALLENTON	Tonya Allen	62.62	000000
20527	04/15/2008	AMEX	American Express	484.36	000000
20528	04/15/2008	ANI	ANI Administrators NW Inc	125.00	000000
20529	04/15/2008	APT	Wa State Assoc Of Permit Tech	405.00	000000
20530	04/15/2008	BELLCITY	City Of Bellevue	62,000.00	000000
20531	04/15/2008	BRAUNS	Jeff Brauns	329.88	000000
20532	04/15/2008	CERTIFIE	Certified Backflow Testing,Inc	280.00	000000
20533	04/15/2008	CODEPUB	Code Publishing Inc	99.75	000000
20534	04/15/2008	COMCAST	Comcast Cable Comm Inc	99.95	000000
20535	04/15/2008	COSTCO	Costco Wholesale	272.36	000000
20536	04/15/2008	CRAN	GORDON CRANDALL	1,301.91	000000
20537	04/15/2008	CURRY	Kathy Curry	3,801.60	000000
20538	04/15/2008	ENVIROIS	EnviroIssues	2,598.83	000000
20539	04/15/2008	EVANS	David Evans & Associates, Inc	7,510.12	000000
20540	04/15/2008	EVERGR	Evergreen Print Solutions	1,001.70	000000
20541	04/15/2008	EWINGIRR	Ewing Irrigation	3,045.76	000000
20542	04/15/2008	FASTENAL	Fastenal Industrial Supplies	136.37	000000
20543	04/15/2008	FISH	Friends of Issaquah Salmon Hat	6,811.04	000000
20544	04/15/2008	FLORES	Dawn Flores	43.42	000000
20545	04/15/2008	GFOA	Govt Finance Officers Assoc	50.00	000000
20546	04/15/2008	GUARDIAN	Guardian Security	96.00	000000
20547	04/15/2008	GUROL	Kamuron Gurol	140.51	000000
20548	04/15/2008	HANDLOS	Lynne Handlos	1,143.91	000000
20549	04/15/2008	HILD	Janet Hild	112.50	000000
20550	04/15/2008	HOMEDE	Home Depot	2,091.07	000000
20551	04/15/2008	HORIZON	Horizon	658.26	000000
20552	04/15/2008	IKONNW	Ikon Office Solutions	268.50	000000
20553	04/15/2008	IMPACT	Impact Studio Pro	12,014.60	000000
20554	04/15/2008	IRONMT	Iron Mountain	115.28	000000
20555	04/15/2008	ISD	Issaquah School District	36,528.50	000000
20556	04/15/2008	ISSAQ1	Issaquah Press, Inc.	540.00	000000
20557	04/15/2008	ISSAUTO	Issaquah Auto Tech, Inc	1,114.46	000000
20558	04/15/2008	ISSCITY	City Of Issaquah	1,027.50	000000
20559	04/15/2008	JEFFERY	Amy Jeffery	23.77	000000
20560	04/15/2008	JIRSA	Barbara Jirsa	837.95	000000
20561	04/15/2008	KEENEY	Keeney's Office Plus	126.92	000000
20562	04/15/2008	KELLER	Mike Keller	79.79	000000
20563	04/15/2008	KERSHAW	Kobi Kershaw	110.84	000000
20564	04/15/2008	KINGFI	King County Finance A/R	24,673.46	000000
20565	04/15/2008	KINGTREA	King County Treasury	8,682.79	000000
20566	04/15/2008	LAKESIDE	Lakeside Industries	173.16	000000
20567	04/15/2008	LE	Ho Le	79.79	000000
20568	04/15/2008	LEYTON	Kimberly Leyton	795.00	000000
20569	04/15/2008	LUIZZO	Dalton Luizzo	42.93	000000
20570	04/15/2008	LWSD	Lake Washington School Dist	49,785.00	000000
20571	04/15/2008	MAILPO	Mail Post	1,703.05	000000
20572	04/15/2008	MAXIM	Evan Maxim	1,511.00	000000
20573	04/15/2008	MINUTE	Minuteman Press	162.58	000000
20574	04/15/2008	MOBERLY	Lynn Moberly	7,500.00	000000
20575	04/15/2008	MOBILEMA	Mobile Maintenance & Mechanix	455.92	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20576	04/15/2008	NAPA	Napa Auto Parts Inc.	359.36	000000
20577	04/15/2008	NELSONCO	Walter E. Nelson Company	297.53	000000
20578	04/15/2008	NEXTEL	Nextel Communications	2,298.19	000000
20579	04/15/2008	NWLSVC	NW Landscape Service	6,413.56	000000
20580	04/15/2008	OER	Olympic Environmental Resource	3,814.65	000000
20581	04/15/2008	PACPLANT	Pacific Plants	501.27	000000
20582	04/15/2008	PACSOIL	Pacific Topsoils, Inc	448.92	000000
20583	04/15/2008	PERTEET	Perteet, Inc.	2,962.50	000000
20584	04/15/2008	PHOINIX	Phoinix Equipment LLC	5,467.88	000000
20585	04/15/2008	PIEDMONT	Piedmont Directional Signs	350.00	000000
20586	04/15/2008	PLATT	Platt Electric	103.02	000000
20587	04/15/2008	PROTH	Prothman Company	1,185.30	000000
20588	04/15/2008	PSE	Puget Sound Energy	8,192.28	000000
20589	04/15/2008	PUTHOFF	Joanna Puthoff	2,645.00	000000
20590	04/15/2008	QUALITY	Quality Pacific	5,325.21	000000
20591	04/15/2008	RAINIER	Rainier Wood Recyclers Inc	195.25	000000
20592	04/15/2008	REIDMID	Reid Middleton, Inc	1,945.75	000000
20593	04/15/2008	SAM	Sammamish Plateau Water Sewer	779.46	000000
20594	04/15/2008	SAMPRES	Sammamish Presbyterian Church	19,704.00	000000
20595	04/15/2008	SEATIM	Seattle Times	2,469.72	000000
20596	04/15/2008	SEQUOYAH	Sequoyah Electric, LLC	1,860.01	000000
20597	04/15/2008	SIMPLYPL	Simply Placed	358.00	000000
20598	04/15/2008	SONITROL	Sonitrol Pacific	682.84	000000
20599	04/15/2008	SPRING	Springbrook Software, Inc.	1,000.00	000000
20600	04/15/2008	STOECKL	Jane C. Stoecklin	100.00	000000
20601	04/15/2008	SUNMARK	Sunmark Sports Inc	509.37	000000
20602	04/15/2008	TATTERSA	Tattersall Design	2,971.86	000000
20603	04/15/2008	UNITRENT	United Rentals NW, Inc	2,292.03	000000
20604	04/15/2008	VAN NOST	Maren Van Nostrand	1,832.00	000000
20605	04/15/2008	VERIZON	Verizon Wireless	204.67	000000
20606	04/15/2008	VOYAGER	Voyager	4,954.30	000000
20607	04/15/2008	WAAUDIOL	Washington Audiology Services	711.00	000000
20608	04/15/2008	WADIS	State of Wa Dept of Info Syste	12.57	000000
20609	04/15/2008	WAECOL	Wa State Dept of Ecology	60.00	000000
20610	04/15/2008	WALAB	Wa State Dept of Labor & Indus	10,221.14	000000
20611	04/15/2008	WATREAS	Wa State Treasurer	409.50	000000
20612	04/15/2008	WAWARDS	Washington Awards	684.99	000000
20613	04/15/2008	WED	Western Equipment Distributors	2,299.81	000000
20614	04/15/2008	WERRE	Lisa Werre	23.77	000000
20615	04/15/2008	WESTFIRE	Westfire Coastal Inc	392.04	000000

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**CHECK TOTAL: \$361,437.34**

Accounts Payable  
Computer Check Register Totals

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20616	04/15/2008	ECO3	ECO3 Associates LLC	2,250.00	000000
20617	04/15/2008	GEOTIVIT	Geotivity	800.00	000000
20618	04/15/2008	KINGTREA	King County Treasury	1,756.28	000000
20619	04/15/2008	NETRUCK	North End Truck Equip Inc	435.94	000000
20620	04/15/2008	NWLSVC	NW Landscape Service	10,748.43	000000
20621	04/15/2008	REINART	Geralyn Reinart	7,111.50	000000
20622	04/15/2008	WATERSH	The Watershed Company	1,310.72	000000
				-----	
<b>CHECK TOTAL:</b>				<b>\$24,412.87</b>	



## CITY COUNCIL AGENDA BILL

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**Subject:**

A Resolution of the City of Sammamish, Washington establishing purchasing policies that conform to State Law Requirements for monies budgeted and spent in all city operations.

**Meeting Date:** April 15<sup>th</sup>, 2008

**Date Submitted:** April 10<sup>th</sup>, 2008

**Originating Department:** Finance

**Action Required:**

Passage of this resolution

**Clearances:**

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

**Exhibits:**

1. Resolution
2. Attachment A – Purchasing Manual

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**Budgeted Amount:** N/A

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**Summary Statement:** This resolution updates and replaces the previous purchasing resolution R-2001-65. Included in this resolution is adoption of the City of Sammamish Purchasing Manual, explaining policies and procedures related to municipal purchasing. Additionally, the resolution gives the City Manager the authority to reject bids and administratively modify purchasing policies and procedures to facilitate compliance with other state or federal mandated financial policies. Ultimately, this manual will enhance the City's compliance with the rules and regulations related to municipal purchasing.

**Background:** Prior to creation of this Purchasing Manual, the city's purchasing policies and procedures were spread throughout Sammamish municipal code and Washington State RCWs. It was difficult to educate all city staff on the complex requirements of municipal procurement of goods and services, as well as public works. This manual was created by Marlene Dunham, Finance Specialist I, as her Master Employee Project for 2007 and has been received warmly by department staff involved in purchasing products and services for their departments.

**Financial Impact:** None

**Recommended Motion:** Passage of the attached resolution.

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

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**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON  
ESTABLISHING PURCHASING POLICIES THAT CONFORM TO  
STATE LAW REQUIREMENTS FOR MONIES BUDGETED AND  
SPENT IN ALL CITY OPERATIONS.**

**WHEREAS**, the City Council desires to ensure that the City's purchasing policies and procedures that comply with State law requirements;

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

**SECTION 1: INTRODUCTION/INTENT**

This document has been prepared to establish a uniform system of purchasing and spending with all policies and procedures in writing and available in one document. It is the intent of a uniform system to assist all departments in obtaining the maximum use of money budgeted and spent for procurement of goods and services, to aid in the budget and general financial control of all City operations and to enforce all federal, state and local regulations. It is the intent of the resolution to replace and supercede all previously adopted purchasing polices and procedures.

**SECTION 2: GENERAL**

It is the general policy of the City that all expenditures shall be rationally related to some public purpose and reasonable in the amount and nature. All expenditures/expenses must be pre-audited and certified by the City's Finance Director or designee prior to submitting them to the City Council or its designated advisory group. The City Council or its designated advisory group may review and certify account payable claims twice monthly, and perform a limited audit of payroll to ensure that all issued payroll checks have been accounted for in the payroll of a given month.

Normally no claims/payroll checks may be issued prior to review and approval of City Council or its designated advisory group. However, the City Council has authorized the City Manager to issue certain checks prior to the review and approval by the City Council if they deemed that a delay in payment would not be in the best interest of the City. These may include, but are not limited to:

1. When delay in payment may result in late charges or penalties;
2. Registration fees, etc., that require payment by a certain deadline;
3. Payments that must be made in advance, (County permit fees, etc.)

At the next regular meeting, the City Council or its designated advisory group must review and approve those claims paid. If the City Council or its designated advisory group disapproves a claim that has already been paid, the City Manager or Finance Director must recognize the claim

as a receivable and pursue collection diligently until the amount is either collected or the City Council is satisfied and approves the claim.

### **SECTION 3: PURCHASING MANUAL**

The attached purchasing manual is hereby adopted and by this reference incorporated herein.

### **SECTION 4: PURCHASING AUTHORITY**

#### **A. Authorization/Forms:**

- All purchases less than \$10,000 must be approved by a Department Director or his/her designee.
- All purchases in excess of \$10,000.00 must be approved by the City Manager, unless an emergency situation exists.

The above approvals must be made by signature on a purchase order, invoice or a personal expenses reimbursement form, as appropriate. (See Attached Forms).

**B. Budget Appropriations:** All departments are encouraged to stay within the line item appropriations, however, if it is necessary to exceed the appropriation in one line item, the Department Director must compensate by under-spending in another line item to ensure that the total fund expenditures do not exceed the total fund appropriation.

**C. Non-Budgeted Expenditures:** All non-budgeted capital outlay expenditures must be approved by the City Manager.

**D. Budget Amendments:** If an expenditure/expense shall cause a fund to exceed the total budgeted appropriation for the fund a budget amendment ordinance shall be prepared and submitted to the City Council for approval before expenditure is incurred. Council consensus to approve a future budget amendment that includes the cumulative affect of all of budget adjustment items for a specific period will also satisfy the authority to spend requirement.

**E. Multiple Year Budgets:** Multi-year and capital project budgets are defined as non-operating/special purpose budgets where appropriations do not lapse at year end and are approved for those funds authorized under State law. Such budgets will be authorized by the City Council and will not pass at calendar year end, but will continue until the purpose of the project or fund has been completed. Such budgets may be amended from time to time by the City Council, whether for an individual project, or for the total fund where projects do not exist within the account structure.

### **SECTION 5: PURCHASING PROCESS**

**A. General Procedures:** An invoice must have the authorization signatures denoted in Section 3 of this resolution along with vendor name and address, description of goods or services being purchased, cost, account number to be charged, and balance of long-term project payments, purchase amount and a dated and authorized department signature that will be forwarded to the Finance Department. The Finance Department will merge the receiving

copy, original invoices (or authorized substitute, as may be required by the City Manager or Finance Director), and purchase order on file, perform an accounts payable audit on the voucher package, and prepare checks following data entry into the City's accounting system.

- B. Petty Cash Funds:** The City shall have a working petty cash fund of \$300 and a change fund of \$200. The use of such funds shall conform to guidelines established under State Law as follows:
- a. The City Council must approve all new petty cash funds or changes in the level of existing funds.
  - b. The City Council shall appoint the Finance Director or his/her designee as the petty cash custodian.
  - c. Working fund type petty cash funds are to be used to facilitate small purchases, not to exceed \$50.00 unless specifically authorized by the City Manager or his/her designee.
  - d. Petty cash shall be replenished, at a minimum, once quarterly by check payable to the appropriate custodian and petty cash account.
  - e. Recording of petty cash accounts should be properly segregated from other cash accounts on the City's balance sheet statement.
  - f. The replenishing of petty cash should follow the same review and approval as processed invoices.
  - g. The petty cash fund may not be used for personal cash advances even if secured by check or other IOU's.

**C. Competitive Bidding:**

- a. Procedures for public works contracts or purchases shall be governed by RCW35A.40. Contracts that require competitive bidding under State law shall be awarded according to the procedures set forth in RCW 35.23.352. No contract for construction of public works less than the threshold amount required for competitive bidding shall be awarded without approval of the City Manager, except in the event of emergencies. The department head, in requesting approval, shall submit evidence that the recommended contract is the best possible price. Such evidence shall be retained in department files and copies submitted with the payment voucher. In accordance with the Revised Code of Washington such procedures may be waived in the event of an emergency.
- b. Although not required, it is encouraged that the City will bid for the purchasing of materials, supplies, or equipment unconnected with a public works project. The City must use the competitive bid process for purchasing public works projects where the estimated cost of the project exceeds \$30,000 for a single craft or trade or \$50,000 for multiple crafts or trades.
- c. Small Works Roster: In addition to the above procedures, the City may use a Small Works Roster and award contracts for \$200,000.00 or less, as provided in RCW 39.04.155. The City recognizes the ECityGov Alliance Shared Procurement Portal as its small Works Roster.
- d. Intergovernmental Purchases and Bidding: RCW 39.34.030, a section of the Interlocal Cooperation Act, authorizes cooperative action, including joint purchases by different governmental entities. Under this act, the City has entered

into agreement with the State Department of General Administration that authorizes the City to purchase through the Department of General Administration without going out to bid. The City may also enter into other purchasing arrangements with other government entities.

- e. **Rejection of Bids:** After review, bids may be rejected by the City Manager for cause. "Cause" shall be defined as those found in Washington state law and/or any failure to meet the bid call. Any bidder may appeal the rejection of bids by the City Manager to the City Council by making a written request to the City Clerk not more than 5 business days after notification of the bid rejection. If an appeal is filed, the appeal before the City Council shall be heard as soon as practicable after the appeal notice is given to the City Clerk.

- D. **Fixed Assets and Depreciation:** General fixed assets are to be defined and accounted for in compliance with generally acceptable accounting standards. Assets owned by proprietary funds are to be depreciated and accounted for in a like manner. The Finance Director will determine the minimum threshold cost of capital outlay expenditures that shall be recorded as fixed assets of the City. The currently recommended threshold shall be \$5,000 for both general fixed assets and proprietary assets. All fixed assets are valued at historical cost (or estimated cost, where historical cost is not known/or estimated market value for donated assets/or the lower of cost of fair market value when transferred between proprietary funds and the general fixed assets account group).

## **SECTION 6: EMPLOYEE EXPENSES**

- A. **General:** It is the City's policy to encourage continued education and training for all employees and to endorse professional affiliations where the City may derive benefit by the increased or continued competence of its staff or from those professional relationships that carry a significant public relations advantage for the City. (Please refer to the City's Travel Policy).
- B. **Credit Cards:** Refer to the City of Sammamish Credit Card Policy.
- C. **Authorized Expenses:** The City shall pay all reasonable costs that relate to employee travel. These include registration fees, room, board, tips (not to exceed 15% of meals) and mileage for the employee only. Non-allowable expenses include expenses of a spouse or other unauthorized person, personal entertainment, beauty/barber shop, personal postage/telephone, and other non-business related expenses unless specifically authorized by the City's travel and reimbursement policy. (Refer to the City of Sammamish Travel Policy).
- D. **Mileage:** It is recommended that all City personnel use a City vehicle when traveling on official City business, unless a City vehicle is not available or it is determined by a Department Director that it is not in the best interest of the City due to the length of time such a vehicle shall be unavailable for other City use.

(Refer to the City of Sammamish Travel Policy, Section 3.1).

- E. **Employee Reimbursement:** Reimbursement procedures for out-of-pocket expenses will be through the normal claims process. (Refer to Section 4). The employee shall prepare a “personnel expense reimbursement” form (see attached), as may be established by the City Manager and Finance Director, attach required receipts, obtain approval signatures, and submit for claims payment. Where administrative policy allows petty cash to be used for small City business expense reimbursements (less than \$50.00), the applicable form should be prepared in like manner and submitted to the petty cash custodian. (See attached form).

**SECTION 7: ADMINISTRATIVE PROCEDURES**

The City Manager is authorized to establish additional policies and procedures, or modify existing policies and procedures, to facilitate administrative compliance with the City’s Purchasing polices and practices established herein, and/or comply with other state or federal mandated financial policies.

If any provisions of this Resolution are determined to be invalid or unenforceable for any reason, the remaining provisions shall remain in force and affect.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
— DAY OF \_\_\_\_\_ 2008**

\_\_\_\_\_  
Lee Felling, Mayor

Attest:

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

Approved as to form:

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

Filed with the City Clerk:

Passed by the City Council:

Resolution No.: R2008-\_\_\_



# PURCHASING MANUAL

April, 2008



Purchasing Manual

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Purchasing Manual

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## Purchasing Manual

### Section 1.0 GENERAL

#### 1.1 Introduction

The City Of Sammamish Purchasing Manual contains both required procedures and guidelines that apply to the purchase of goods and services, as well as describing best purchasing practices to assure fiscal responsibility in the procurement process. By following these procedures, you will ensure the best use of public funds and meet your obligations for purchasing goods, services, equipment, supplies and Public Works projects according to City ordinances and Washington State law.

#### 1.2 Objectives

It is the general policy of the City that ALL expenditures shall be rationally related to a public purpose and be reasonable in the amount and nature.

- Provide supplies, materials, equipment, public work and services to City departments in a timely manner.
- Buy competitively and wisely to obtain maximum value for public funds expended.
- Insure that quality products, goods and services are purchased at the least cost.
- Eliminate the impact of favoritism and prevent fraud.
- Comply with State and local laws which govern the expenditure of public funds.

#### 1.3 Purchasing Code of Ethics

The City will abide by the following principles of purchasing in order that the citizens have confidence in the integrity of their government. The purpose of this Code of Ethics is to give guidance to all City Employees so that they may conduct themselves in a manner that will be compatible with the best interest of the City.

- **Ethical Behavior and Conduct:** Actions of City employees will be impartial and fair, with open and effective competition. See Personnel Procedure PRO-24 (Code of Ethics/Gifts & Gratuities)
- **Value for money:** Employees shall buy competitively and prudently in order to obtain maximum value for the public dollars spent.
- **Conflict of Interest:** No employee or immediate relative\* of an employee of the City Of Sammamish may supply to the city any material, supplies, equipment or services, unless pursuant to an award of a contract after a public competitive bid. A request for proposal or quote will not be considered a competitive bid.

\* See City of Sammamish Employee Handbook Section 1.3 for definition of “immediate family”



- **Personal Gain:** Employees may neither solicit, accept or agree to accept any gratuity for themselves, their families or others that results in their personal gain that may affect their impartiality in making decisions on the job. Discounts or concessions realistically available to the general public and samples to the City used for general City use are not considered gratuities. Personal judgment should be used and questions regarding particular situations should be referred to the Department Director.

## 2.0 POLICY ISSUES

### 2.1 Intergovernmental Cooperative Purchases

- RCW 39.34.030 authorizes cooperative action, including joint purchases by different governmental agencies. Under this act, the City has entered into agreement with the State Department of General Administration that authorizes the City to purchase through the Department of General Administration without going out to bid as the State already went through this process.
- RCW 39.34.030 permits government agencies to utilize other entities contracts without going out to bid when the following criteria is met:
  - There must be an Interlocal Agreement approved by Council and signed by both parties on file. It must be a current contract and have been advertised and competitively bid. The government entity and the vendor must be willing to share their contract pricing.
- City Of Sammamish Resolution R2007-291 approves an Interlocal Agreement between the City and eCityGov Alliance for the purpose of cooperative purchasing and use of a shared small works roster passed by Council on 11/6/2007. See <http://www.wagovbiz.net>

### 2.2 Competitive Solicitation:

The City should seek competitive solicitations that consider price, and may also consider other factors as appropriate to the needs of the City, including but not limited to, delivery terms and service reputation. Contracts that require competitive bidding under State law shall be awarded according to the procedures set forth in RCW 35.22.620. Evidence shall be submitted that the recommended contract is the best possible price. Such evidence shall be retained in department files and copies submitted with payment voucher.



### **2.3 Computation of Dollar Limits to Include Sales Tax:**

For the purposes of this policy, all dollar amount limits set for purchasing authority and bid thresholds shall include delivery and sales tax. \*Exemptions (see Sales Tax Exemptions in Glossary)

### **2.4 Certificate Of Insurance:**

Anytime a contractor is hired to do work on City property, it must be determined if a certificate of insurance is required, naming the City as additional insured.

### **2.5 Prevailing Wage:**

RCW 39.12 requires that workers be paid certain hourly wages for all public work jobs, no matter what the dollar amount. The City of Sammamish will not release payment to companies that do not have the required paperwork on file with the City.

### **2.6 Advance Payments Prohibited:**

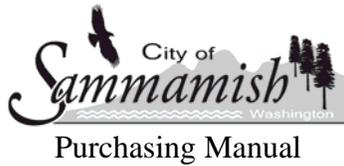
Exceptions: In accordance with State law, advance payments made prior to receipt of goods and services are prohibited, except in the following cases:

- Professional dues
- Tuition for classes and continuing education, including conference fees, when advance payment is mandatory for registration
- Payments for regular periodic subscriptions to publications
- In instances where the City Manager has determined that due to industry practices, advance payment is unavoidable

In circumstances where advance payment is unavoidable, the Finance Director and/or City Manager shall require sufficient assurances of product or service delivery.

### **2.7 Emergencies:**

Public bidding and purchasing requirements stated in these Policies and Procedures are suspended during the presence of a public emergency and under other emergency conditions as defined by RCW 39.04.280 (see definition of “emergency”). In such a situation, the person designated by the governing body to act in the event of an emergency may declare that an emergency exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the City to address the emergency. If a contract is awarded without competitive bidding due to an emergency, written findings of the existence of an emergency must be made by the governing body or its designee and entered into its record no later than two weeks following the award.



## 2.8 Employee Handbook:

See the “City Policies” section for regulations regarding the following Issues:

- Travel Policy (ADM-5)
- Tuition Reimbursement Program (PRO-18)
- Vehicle Use Policy (ADM-6)
- Credit Card Policy (O2001-79) (ADM-7)

## 3.0 COMPLIANCE

### 3.1 Controlling Laws

The exercise of the powers, duties and procedures relative to purchasing by the City shall comply with the statutes of the State as codified in the Revised Code of Washington, the Washington Administrative Code and all other local, state and federal laws and regulations. If there is a conflict between local, state or federal law, contact the Finance Director.

### 3.2 Proper Authorization

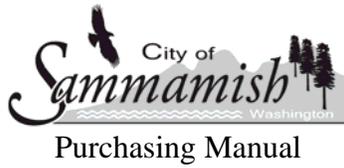
Only authorized employees\* may obligate the City in the acquisition of goods and services. Any employees purchasing goods on behalf of the City without proper authorization may be **personally** liable to the vendor and the City, and subject to disciplinary action. \* See City Of Sammamish Authorized Signature File in Accounts Payable Dept.

#### RCW 35A.34.210: Liabilities incurred in excess of budget

Liabilities incurred by any officer or employee of the city in excess of any budget appropriations shall **not** be a liability of the city. The clerk shall issue no warrant and the city legislative body or other authorized person shall approve no claim for an expenditure in excess of the total amount appropriated for any individual fund, except upon an order of a court of competent jurisdiction or for emergencies as provided in this chapter.

#### RCW 35A.34.280: Violations and penalties

Upon the conviction of any city official, department head, or other city employee of knowingly failing, or refusing, without just cause, to perform any duty imposed upon such officer or employee by this chapter, or city charter, or city ordinance, in connection with the giving of notice, the preparing and filing of estimates of revenues or expenditures or other information required for preparing a budget report in the time and manner required, **or of knowingly making expenditures in excess of budget appropriations, the official or employee shall be guilty of a misdemeanor and shall be fined not more than five hundred dollars (\$500) for each separate violation.**



### **3.3 Monitoring and Compliance**

The department heads will be accountable to enforce this policy. In the event of a question or disagreement, the matter shall be referred to the Finance Director for further action. All City officers and employees should be aware of possible personal penalties, termination, and financial liabilities for intentional and willful violation of competitive bidding laws according to RCW 39.30.020.



## Purchasing Manual

**Section 4: Purchasing Guidelines**

## Overview of Requirements

Type of Purchase	Threshold Amt	Requirements	Authorization
<b>Material, Equipment, Supplies</b>	Under \$2,500.00	None – standard purchasing procedures Preferably SPP Vendor Roster*	Dept. Director Ord-2000-50
	\$2,500 - \$10,000	3 Verbal Quotes from SPP Vendor Roster or “Sole Source” or State Contract Award to lowest Quote	Dept. Director Ord-2000-50
	\$10,000 - \$15,000	3 Written quotes from SPP Vendor Roster or “Sole Source” or State Contract Award to lowest quote	City Manager Ord.2000-50
	\$15,000 - \$25,000	Same as above but Council approval	City Council
	Over \$25,000	Formal Bid Process or document “sole source.” Award to lowest responsive bid	City Council Ord.2000-50
<b>Professional, Technical</b>	Under \$25,000	3 Verbal quotes from SPP Vendor Roster + <ul style="list-style-type: none"> <li>• Statement of Qualifications</li> <li>• Consultant Evaluation Forms</li> <li>• Standard Contract</li> <li>• Scope of Work</li> <li>• Certificate of Insurance</li> </ul> (The Above is required for ALL \$ Amts)	Dept Dir (Under \$10,000) City Mgr (\$10,000-\$15,000) City Council (Over \$15,000)
	Over \$25,000	Same as Above + 3 SOQ:s	City Council
<b>Architects &amp; Engineers Landscape Architects &amp; Surveying</b>	Under \$25,000	Same as Prof/Tech Above but according to RCW 39.80* Additional advertising & negotiation process is required	Dept Dir (Under \$10,000) City Mgr (\$10,000-\$15,000) City Council (Over \$15,000)
	Over \$25,000	Same as Prof/Tech Above but according to RCW 39.80* Additional advertising & negotiation process is required	City Council
<b>Maintenance Contracts* (See Definition in PW Section)</b>	Under \$10,000	Same as Prof/Tech Above	City Manager
	Over \$10,000	Same as Prof/Tech Above	City Council



Purchasing Manual

<p><b>Public Works Project</b></p>	<p>Under \$50,000* Multiple Trades Or \$30,000* single Trade  *This \$ will change as of 1/1/2010</p>	<p><b>Limited SWR or SPP SW Roster</b></p> <ul style="list-style-type: none"> <li>• 3 Written Quotes</li> <li>• Contract</li> <li>• Prevailing Wages (+ subs)</li> <li>• Certificate of Insurance</li> <li>• May waive bond if LSWR used</li> <li>• No notice to DOR required</li> </ul>	<p>Dept Dir (Under \$10,000) City Mgr (Over \$10,000)  LSWR = RCW 39.04.155</p>
<p><b>Public Works Project (cont)</b></p>	<p>\$50,000-\$200,000 or Over \$30,000 Single Trade</p>	<p><b>SPP SW Roster (3 bids)</b></p> <ul style="list-style-type: none"> <li>• Contract</li> <li>• Prevailing Wages (+subs)</li> <li>• Certificate of Insurance</li> <li>• Performance Bond*/Retainage</li> <li>• Notice of Completion to DOR</li> </ul>	<p>City Council</p>
	<p>Over \$200,000</p>	<p>Formal Bid Process (see glossary)</p>	<p>City Council</p>

TERMS: See Glossary Section for complete listing of terms

- DOR WA State Dept of Revenue
- LSWR Limited Small Works Roster (for PW Projects under \$35,000)
- RCW Revised Code of Washington
- RCW 39.80 The legislature hereby establishes a state policy, to the extent provided in this chapter, that governmental agencies publicly announce requirements for architectural and engineering services, and negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required and at fair and reasonable prices.
- SOQ Statement of Qualifications
- SPP Shared Procurement Portal ([www.WaGovBiz.net](http://www.WaGovBiz.net))
- SWR Small Works Roster



Purchasing Manual

**Section 4.1 Purchasing Guidelines: Definitions, Procedures & Examples**

**Equipment, Materials and Supplies**

Definition: Purchases made by agencies not connected to a public works project. Items in this category include supplies, materials and equipment that are for general government purposes or will not be used to accomplish a specific public works project.

Procedure: Usually requires a competitive process of verbal or written quotes, documentation of sole source or purchase from a Washington State contract. The award is made to the lowest quote. A purchase greater than \$25,000 requires a formal bid process. The City of Sammamish recognizes the Shared Procurement Portal of the eCitygov Alliance as its official roster.

Examples:

- Office supplies
- Vehicles \*
- Computer hardware or software \*
- Small repairs
- Entertainment for single events

Acquisition of a telephone system that requires installation of cable, conduits, and other devices may fall within the definition of a public work. If, however, the acquisition were merely of hardware, such as telephones, it would probably be considered an equipment purchase.

Sales & Use Tax & Items for Resale:

Washington State sales tax must be charged to all applicable purchases. If a purchase is made via the internet, from out of state, or a seller erroneously thinks we are exempt from state sales tax, the City pays the appropriate sales tax to the State of Washington on a monthly basis.

When items are purchased for re-sale, i.e. T shirts being sold to citizens or copies of public records requests for citizens where the end purchaser will be paying the sales tax, the City is exempt from paying that same tax. In the event of the resale of items, a “Resale Certificate” (see forms section) must be filed with the seller. (WAC 458.20.102)

\* Any single piece of equipment valued \$5,000 or over is considered a Fixed (capital) Asset.



Purchasing Manual

**Materials, Equipment, Supplies Check List**

PROCEDURE: According to City of Sammamish Resolution R2001-65 Section 4:C:2 although not required, it is encouraged that the City will bid for the purchasing of materials, supplies, or equipment not connected with a public works project.

State Item to be Purchased: \_\_\_\_\_

A. Under \$2,500 – No requirements

B. \$2,500 to \$10,000 (Check One)

3 Verbal Quotes from SPP Vendor Roster or  
Sole Source Documentation (attach) or  
State Contract - Contract # \_\_\_\_\_

- 1. Name \_\_\_\_\_ Quote:\$ \_\_\_\_\_
- 2. Name \_\_\_\_\_ Quote:\$ \_\_\_\_\_
- 3. Name \_\_\_\_\_ Quote:\$ \_\_\_\_\_

C. \$10,000 to \$25,000 (Check One)

3 Written Quotes from SPP Vendor Roster (attached) or  
Sole Source Documentation (attach) or  
State Contract – Contract # \_\_\_\_\_

D. Over \$25,000 (Check One)

Formal Bid Process or  
Sole Source Documentation (attach)

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

Please return to Finance Department as documentation to be filed with Invoice for Payment



Purchasing Manual

**Professional/Technical Services:**

**Definition:** Services are non-public works activities requiring labor, equipment, supplies and materials for which an agency contracts, on a **periodic and/or routine basis**. It includes not only the provision of professional and technical expertise but also the performance of tasks which consists primarily of “mental vs. physical” work.

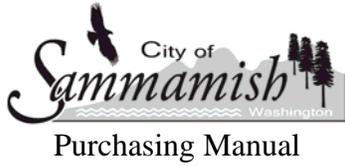
**Note:** Architectural/Engineering/Surveying Services (A&E) have different and additional processes according to RCW 39.80 regarding advertising and negotiation. *“that governmental agencies publicly announce requirements for architectural and engineering services, and negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required and at fair and reasonable prices.”*

**Procedure:** (For non A&E Services): A contract is required for all dollar amounts. These types of services are required to be purchased via a “competitive solicitation”. First, select SOQ’s from the SPP Vendor Roster and distribute RFP’s (Request for Proposals) if deemed necessary. An RFP defines the work to be performed. The City of Sammamish recognizes the Shared Procurement Portal of the eCitygov Alliance as its official roster. Be sure to include the Contract Routing Form.

**Procedure for Architectural & Engineering Services:** The award cannot be based on the lowest dollar amount as it is with Materials, Equipment and Supplies or Public Works Projects. *“The agency shall negotiate a contract with the most qualified firm for architectural and engineering services at a price which the agency determines is fair and reasonable to the agency. In making its determination, the agency shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature thereof.”*  
RCW 39.80.050

**Examples:**

- Customized accounting software and ongoing support services, as opposed to purchase of an "off-the-shelf" program with minimal support (which would be a supply)
- Maintenance contracts for office equipment, including computers
- Official newspaper
- Contracts for professional architectural, landscape architecture, surveying and engineering services. **Note:** requires an advertising & negotiation process per RCW 39.80
- Janitorial Services are the only service that requires Prevailing Wage (RCW 36.12.020)



## Professional, Technical Services – Check List

State Type of Service: \_\_\_\_\_

\_\_\_\_\_

### PROCEDURE:

- A. Select from SPP Vendor Roster (Attach SOQ)
- B. Fill out Consultant Evaluation Forms & Standard Contract & Scope of Work
- C. Receive Certificate of Insurance

1. Name \_\_\_\_\_

2. Name \_\_\_\_\_

3. Name \_\_\_\_\_

### For Architects, Landscape Architects, Engineers & Surveying of any \$ amount:

- A. Advertising & Negotiation Process per RCW 39.80 (see Code Section)

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

Please return to Finance Department as documentation to be filed with Invoice for Payment

Exhibit 2



Purchasing Manual

			Authorization
Professional & Technical	Under \$25,000	From SPP Vendor Roster <ul style="list-style-type: none"> <li>▪ SOQ</li> <li>▪ Consultant Evaluation Forms</li> <li>▪ Standard Contract w/Routing Form</li> <li>▪ Scope of Work</li> <li>▪ Certificate of Insurance</li> <li>▪</li> </ul>	Under \$10,000 Dept Dir \$10-\$15,000 City Mgr Over \$15,000 Council
	Over \$25,000	Same as Above + 3 SOQ's	City Council
Architects & Engineers Landscape Architects & Surveying	Under \$25,000	See additional Advertising & Negotiation Process RCW 39.80	Same breakdown as above

## City of Sammamish

Engineering Services

Submittal Deadline, May 7

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### REQUEST FOR QUALIFICATIONS

The City of Sammamish is soliciting Statements of Qualifications (SOQ) from engineering consultants interested in providing environmental analysis & documentation, public involvement, and preliminary engineering for improvements to East Lake Sammamish Parkway (ELSP) from 187th Avenue NE to NE Inglewood Hill Road. The project is approximately 2.5 miles in length. The proposed improvements consist of widening the existing facility to improve safety and enhance capacity.

The Request for Qualifications package is available from the City's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us). If you are unable to obtain the RFQ package from the City website, contact Colleen Hawkins by e-mail at [chawkins@ci.sammamish.wa.us](mailto:chawkins@ci.sammamish.wa.us). Proposals will be accepted until 4:00 pm on Friday, May 7, 2004. A Pre-Submittal Meeting will be held on Thursday, April 22, 2004 at 10:00 am at Eastside Fire & Rescue Station 82, 1851 228th Ave NE, Sammamish, WA. City staff will be available to discuss the submittal process and the technical aspects of the project.

Dates of publication in the Seattle Daily Journal of Commerce and King County Journal, April 13 and 20, 2004.



## REQUEST FOR QUALIFICATIONS

### EAST LAKE SAMMAMISH PARKWAY: NE INGLEWOOD HILL ROAD TO 187<sup>TH</sup> AVENUE NE

#### Section 1 – General Information

##### A. Project Description and Requested Services

East Lake Sammamish Parkway (ELSP) is located along the eastern shore of Lake Sammamish and extends between SR 202 to the north and I-90 to the South. The segments under consideration by this RFQ are within the City of Sammamish limits from 187th Avenue NE (northern City limits) to NE Inglewood Hill Road. The existing facility is a Minor Arterial comprised of a single lane in each direction with shoulders. The project is approximately 2.5 miles in length. The AWDT for ELSP measured in December 2002 south of 187th Ave NE was 18,500. The proposed improvements consist of widening the existing facility to improve safety and enhance capacity.

Professional services to be performed include environmental analysis & documentation, public involvement, and preliminary engineering. Preliminary engineering will entail preliminary roadway, drainage and stormwater design; cost estimation; and right of way analysis. The work described above will be performed for the entire study corridor however subsequent final design and PS&E will be performed in segments. This RFQ covers only the above services, however at the City's option additional services may include final design, environmental permitting support, right of way plan preparation, and PS&E preparation.

The City discourages the use of exclusive arrangements between prime consultants and subconsultants. If an exclusive arrangement is used, the prime consultant shall explain the advantage to the City.

##### B. Communications – Requests for Information & Questions

Any questions regarding the submittal process and/or the technical aspects of the project should be directed to the RFQ Coordinator listed below. **Only e-mail correspondence will be accepted.** All responses will be provided via e-mail. Questions and responses will be shared with all firms who attend and register at the Pre-Submittal Meeting. Unauthorized contact regarding this RFQ with any other City employees will affect the proposal score and may result in disqualification.

Name: Colleen Hawkins  
E-mail: [chawkins@ci.sammamish.wa.us](mailto:chawkins@ci.sammamish.wa.us)

**C. Pre-Submittal Meeting**

A Pre-Submittal Meeting will be held on **Thursday, April 22, 2004 at 10:00 am** at Eastside Fire & Rescue Station 82, 1851 228<sup>th</sup> Ave NE. City staff will be available to discuss the submittal process and the technical aspects of the project. All interested firms are encouraged to visit the project segments prior to the meeting.

**Section 2 – Preliminary Schedule**

*These dates are estimated and are subject to change by the City*

Event	Date
RFQ Issued	April 13, 2004
Pre-Submittal Meeting	April 22, 2004 10:00 am
Proposal Submittal Deadline	May 7, 2004 4:00 pm
Proposal Review	May 10 – 14, 2004
Final Selection *	May 17 – 21, 2004
Scope & Budget Development/Negotiations	May – June 2004
Approval of Award by City Council	June – July 2004
Execute Contract and Notice to Proceed	July 2004

\* If necessary, Interviews will be conducted at this time

**Section 3 – Evaluation Criteria**

Pursuant to State and Federal regulations, a qualifications-based selection process will be used to select a consultant for this project. It is anticipated that selection will be made from the submitted proposals; however the City reserves the right to call for interviews. The following information will be used to evaluate and rank responses:

1. Letter of Transmittal (5 Points Possible)
  - Include the e-mail address for the individual designated as the contact person for the proposal.
  
2. Project Approach (35 Points Possible)
  - Describe your team’s proposed work plan for this project.
  - Describe each of the elements of the proposed work plan for this project and who is involved with the decision making process for the development of the work plan.
  - Describe how your work plan addresses contingencies that may arise during the project.
  - Describe your firm’s process/concept for managing scope, schedule & budget.
  - Describe your firm’s process for interacting with your internal project team; and describe your firm’s ability to provide interaction with your client and/or stakeholders.
  - Identify any key issues and critical milestones for the project.
  - Describe one or two projects in which an innovative solution was utilized to accomplish your client’s goals.

**3. Qualifications/Expertise of Project Manager (20 Points Possible)**

- For the proposed Project Manager, provide up to three examples that demonstrate his/her prior experience as a Project Manager on similar projects managing the following items:
  - i. Project schedule
  - ii. Scope of work/scope creep
  - iii. Budget issues
  - iv. Changes that arose throughout the life of the project

For each example project include the dates; name of the client/organization and contact information; and list the project manager's responsibilities and tasks.

**4. Qualifications/Expertise of Team (25 Points Possible)**

- For each proposed task leader, provide up to three examples of prior relevant projects. Include the name of project(s); dates of the project(s); client/organization name & contact information; and roles/responsibilities for each team member on those project(s)
- Based on your approach described in criterion number two, describe the experience of key team members in each of the following areas:
  - i. Environmental documentation
  - ii. Geotechnical
  - iii. Stormwater management
  - iv. Drainage
  - v. Utilities
  - vi. Non-motorized
  - vii. Landscaping/Aesthetics
  - viii. Access management
- List the type(s) of expertise that each firm on your team can provide and indicate how long each firm has provided these type(s) of service
- Provide a list of up to three projects that each firm on your project has completed within the last five years that demonstrate the required expertise needed for this project. Include the work/services provided on the project(s), project dates, staff involved, and client/organization name(s) & contact information.

**5. Team Organization (15 Points Possible)**

- Provide a listing of all firms on your proposal team
- Provide information demonstrating the team's:
  - i. Organizational structure
  - ii. Reporting relationships between individual team members
  - iii. The physical location of the office(s) from which the work will be performed

**Section 5 – Submittal Requirements**

The submittal is limited to a maximum number of eight (8) sheets (16 pages) submitted only on double sided typed 8.5" x 11" paper with text font size no smaller than 12 point (text within charts and/or graphs may be smaller than 12 point but must be a readable size font). The letter of transmittal is included in the above page count. To clarify, a sheet is defined as a single 8.5" x 11" piece of paper that may be printed on both sides. If desired, full resumes of the proposed project manager and task leads may be included in an appendix that is not included in the above stated page limit. However pertinent experience better be covered in the body of the proposal as the appendix may or not be reviewed for scoring.

Materials submitted in response to this competitive procurement shall become the property of the City of Sammamish and will not be returned. All submittals received will remain confidential until the City and the successful Consultants sign the agreements resulting from this advertisement. All submittals are deemed public records as defined in the RCW 42.17.250 to 42.250.340.

Five (5) copies of your proposal, whether mailed or hand-delivered, must arrive at the address listed below no later **4:00 pm on Friday, May 7, 2004**. Proposals received later than the submittal deadline will not be accepted. The City of Sammamish will not be liable for delays in delivery of proposals due to handling by the US Postal Service or any other type of delivery service. Faxed or e-mailed submittals will not be accepted. Please reference the RFQ Title on all communications.

ATTN: Colleen Hawkins  
Sammamish City Hall  
486 228<sup>th</sup> Avenue NE  
Sammamish, WA 98074-7209

**Section 6 – Publication**

This RFQ will be published as follows:

Eastside Journal	April 13, 2004 & April 20, 2004
Seattle Daily Journal of Commerce	April 13, 2004 & April 20, 2004

**EAST LAKE SAMMAMISH PARKWAY:  
NE INGLEWOOD HILL ROAD TO 187<sup>TH</sup> AVENUE NE**

**SOQ SUBMITTAL RATING SHEET**

**Firm:** \_\_\_\_\_ **Reviewer:** \_\_\_\_\_

**Submittal Requirements:**

“The submittal is limited to a maximum number of eight (8) sheets (16 pages) submitted only on double sided typed 8.5” x 11” paper with text font size no smaller than 12 point (text within charts and/or graphs may be smaller than 12 point but must be a readable size font). The letter of transmittal is included in the above page count. To clarify, a sheet is defined as a single 8.5” x 11” piece of paper that may be printed on both sides. If desired, full resumes of the proposed project manager and task leads may be included in an appendix that is not included in the above stated page limit. However pertinent experience better be covered in the body of the proposal as the appendix may or not be reviewed for scoring.”

Does the submittal meet all of the above requirements?    YES     NO

Comments: \_\_\_\_\_

**NOTE: Scoring is absolute – Please rate each proposal independently based on the evaluation criteria**

Evaluation Criteria	Points Possible	Score	Comments Related to Scoring
<b>1. Letter of Transmittal</b> <ul style="list-style-type: none"> <li>▪ Include the e-mail address for the individual designated as the contact person for the proposal.</li> </ul>	5		
<b>2. Project Approach</b> <ul style="list-style-type: none"> <li>▪ Describe your team’s proposed work plan for this project.</li> <li>▪ Describe each of the elements of the proposed work plan for this project and who is involved with the decision making process for the development of the work plan.</li> <li>▪ Describe how your work plan addresses contingencies that may arise during the project.</li> </ul>	35		

Firm:

Reviewer:

<ul style="list-style-type: none"><li>▪ Describe your firm's process/concept for managing scope, schedule &amp; budget.</li><li>▪ Describe your firm's process for interacting with your internal project team; and describe your firm's ability to provide interaction with your client and/or stakeholders.</li><li>▪ Identify any key issues and critical milestones for the project.</li><li>▪ Describe one or two projects in which an innovative solution was utilized to accomplish your client's goals.</li></ul>		Exhibit 2
<p><b>3. Qualifications/Expertise of Project Manager</b></p> <ul style="list-style-type: none"><li>▪ For the proposed Project Manager, provide up to three examples that demonstrate his/her prior experience as a Project Manager on similar projects managing the following items:<ul style="list-style-type: none"><li>a) Project schedule</li><li>b) Scope of work/scope creep</li><li>c) Budget issues</li><li>d) Changes that arose throughout the life of the project</li></ul></li><li>▪ For each example project include the dates; name of the client/organization and contact information; and list the project manager's responsibilities and tasks.</li></ul>	20	
<p><b>4. Qualifications/Expertise of Team</b></p> <ul style="list-style-type: none"><li>▪ For each proposed task leader, provide up to three examples of prior relevant projects. Include the name of project(s); dates of the project(s); client/organization name &amp; contact information; and roles/responsibilities for each team member on those project(s)</li><li>▪ Based on your approach described in criterion number two, describe the experience of key team members in each of the following areas:<ul style="list-style-type: none"><li>a) Environmental documentation</li><li>b) Geotechnical</li><li>c) Stormwater management</li></ul></li></ul>	25	

Firm: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Exhibit 2

- d) Drainage
- e) Utilities
- f) Non-motorized
- g) Landscaping/Aesthetics
- h) Access management
- List the type(s) of expertise that each firm on your team can provide and indicate how long each firm has provided these type(s) of service
- Provide a list of up to three projects that each firm on your project has completed within the last five years that demonstrate the required expertise needed for this project. Include the work/services provided on the project(s), project dates, staff involved, and client/organization name(s) & contact information.
- For each example project include the dates; name of the client/organization and contact information; and list the project manager's responsibilities and tasks. Describe how your work plan addresses contingencies that may arise during the project.

**5. Team Organization**

- Provide a listing of all firms on your proposal team
- Provide information demonstrating the team's:
  - a) Organizational structure
  - b) Reporting relationships between individual team members
  - c) The physical location of the office(s) from which the work will be performed

**15**

**Total Score:**

**100**

Other Comments: \_\_\_\_\_

# CONTRACT ROUTING FORM

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

1. **Type:**  Professional Services     Contract Agreement     Interlocal     Grant

Originating Dept: \_\_\_\_\_ Staff Contact: \_\_\_\_\_ Ext. \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

2. **Project Name:** \_\_\_\_\_

3. **Total Compensation:** \$ \_\_\_\_\_

4. **Funding Source/Account No:** \_\_\_\_\_

**5. Contract Review:**

*Department Director Review*

**Initial/Date Approved**

\_\_\_\_\_

*City Attorney Review*

\_\_\_\_\_

*Finance Director/Risk Manager Review*

\_\_\_\_\_

**6. Contract Approval**

**Initial/Date Approved**

Council Approval (if over \$15,000)

\_\_\_\_\_

Return Contract to City Clerk

\_\_\_\_\_

Contracting Party's Signature  
*(to be obtained prior to CM Signature)*

\_\_\_\_\_

Contract Number: \_\_\_\_\_

City Manager's Signature

\_\_\_\_\_

7. **Effective Date:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

Certificate of Insurance:

**8. Signed Copies to:**

Original to City Clerk

Contracting Party

Originating Department

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: \_\_\_\_\_

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

\_\_\_ According to the rates set forth in Exhibit "\_\_\_"

\_\_\_ A sum not to exceed

\_\_\_ 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, 200\_\_\_, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

**6. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

## Exhibit 2

### 7. Insurance.

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

#### **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

#### **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

#### **Other Insurance Provisions**

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

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

#### **Verification of Coverage**

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

### 8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended

## Exhibit 2

and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

**10. Termination.**

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

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

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

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

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

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

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

**13. Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant warrants that for 2 years following termination of this contract, no officer, agent or employee of Consultant will enter into any contract or agreement with any entity that is currently engaged in litigation with the City or which is in the future engaged in or has threatened litigation with the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

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

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

Exhibit 2

of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

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

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

Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email \_\_\_\_\_

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Manager

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

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

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

Attest/Authenticated:

Approved As To Form:

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

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

[INSERT EXHIBIT A – SCOPE OF SERVICES]

(Provided by consultant or Vendor)

EXHIBIT B



***REQUEST FOR CONSULTANT PAYMENT***

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

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
 Authorized signature

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

***For Department Use Only***

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_

***Finance Dept.***

Check # \_\_\_\_\_ Check Date: \_\_\_\_\_

EXHIBIT C



***TAX IDENTIFICATION NUMBER***

In order for you to receive payment from the City of Sammamish, 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: \_\_\_\_\_

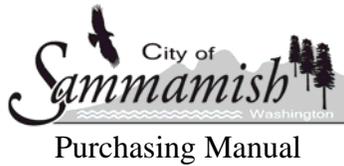
Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

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



## **Public Works Project**

**Definition:** Public Work is defined as: *“all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. (RCW 39.04.010). “Public work” generally includes such things as sewer, water and drainage systems, public buildings and fixtures and construction and repair of streets, sidewalks and roads, all when for public use.*

Example: Replacing an old bridge or roof would be considered repair or new construction which would be considered a public work. Vactoring a drainage system or cleaning a roof would be considered maintenance, not a public work.

**Note:** the above definition includes construction and repair but excludes ordinary maintenance.

Ordinary Maintenance is defined as: *“work not performed by contract and that is performed on a regularly scheduled basis – even seasonally – but not less than once a year – to service, check or replace items that are not broken; or work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary” (WAC296)*

However, **Contracted** “ordinary maintenance” is a Public Work

Example: Street Sweeping would be ordinary maintenance if done by employees but a public work if done by contract.

City employees may perform public works not exceeding 10% of the City’s total construction budget, including supplements.

Sales Tax Exemption: LABOR (not materials) is exempt from sales tax on any city owned property used primarily for pedestrian or vehicle traffic. (RCW 82.04.050) i.e. streets & sidewalks, trails & pathways. See Glossary of terms for “Sales Tax Exemption”.



Procedure:

Must receive 3 bids from the Limited Small Works Roster if under \$35,000 for multiple trades or \$20,000 for single trade; and the Small Works Roster for work over \$35,000. The City of Sammamish recognizes the Shared Procurement Portal of the eCitygov Alliance as its official roster. No matter the dollar amount, the contractor must file the following: Intent to pay Prevailing Wage (including its subcontractors), Certificate of Insurance and a Performance Bond and Retainage Agreement. If using the Limited Small Works Roster for projects under \$35,000, “A public entity may in lieu of a performance and payment bond, retain 50% of the contract amount for a period of 30 days after date of final acceptance (RCW 39.08.010).” Before final payment is made the City must receive the Affidavit of Wages Paid and acceptance of the project by the City Council. If the project is above \$200,000, a formal bid process must be followed.

Public Works Project

Authorization

Under \$35,00 multiple trades; \$20,000 Single trade	Limited SWR or SPP SW Roster Contract w/Routing Form Intent to Pay Prevailing Wages (+ subs) Certificate of Insurance May waive Bond is LSWR used No notice to DOR required	Under \$10,000 Dept Director Over \$10,000 City Mgr Over \$35K/\$20K Council
\$35,000 - \$200,000 (or over \$20,000 Single Trade)	SPP Small Works Roster (3 Bids) Contract w/Routing Form Intent to Pay Prevailing Wages (+ subs) Certificate Of Insurance Performance Bond/Retainage Notice of Completion to DOR	City Council
Over \$200,000	Formal Bid Process (see Glossary)	City Council



## Public Works Project – Check List

State Type of Project: \_\_\_\_\_

---

Note: Selection must be lowest responsive bid

PROCEDURE: According to City of Sammamish Resolution R2001-65 Section 4:C:1 Competitive Bidding – documentation of evidence that the recommended contract is the “best possible price” shall be retained in the department files and copies submitted with the payment voucher.

### Project Under \$35,000

- A. 3 bids from SPP Small Works Roster - May also use the Limited Small Works Roster Procedure (bond waived if Limited SWR used)
- B. Fill out Contract
- C. Receive Intent to Pay Prevailing Wage (from contractor & sub contractors) \*
- D. Receive Certificate of Insurance

1. Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

2. Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

3. Name \_\_\_\_\_ Quote: \$ \_\_\_\_\_

### Project from \$35,000 to \$200,000

- A. Same as Above plus Performance Bond & Retainage & Notice of Completion to Dept of Revenue.

### Project Over \$200,000

- A. Formal Bid Process (See Forms Section)



Purchasing Manual

\* Owner/Operator: If contractor is owner/operator with no employees, they do not need to pay themselves prevailing wages; **however**, they still need to file "Intents & Affidavits" with L&I and list in section 3 of the form that they are owner/operator.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

Please return to Finance Department as documentation to be filed with Invoice for Payment



**SMALL WORKS ROSTER  
PUBLIC WORKS SERVICE CONTRACT**

Between: City of Sammamish and (contractor name)  
Project: (project name)  
Commencing: (date)  
Terminating: (date)  
Amount: (bid amount including tax)

**THIS AGREEMENT**, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and (contractor name)l (the "Contractor").

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for (project name) 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.



Purchasing Manual

\* Owner/Operator: If contractor is owner/operator with no employees, they do not need to pay themselves prevailing wages; **however**, they still need to file "Intents & Affidavits" with L&I and list in section 3 of the form that they are owner/operator.

\_\_\_\_\_

Purchaser

\_\_\_\_\_

Date

Please return to Finance Department as documentation to be filed with Invoice for Payment

## 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 (bid amount including tax).

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

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

### **5. Warranties/Guaranty.**

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

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

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

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

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

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

Exhibit 2

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

**8. Performance Bond/Statutory Retainage/Prevailing Wages.**

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

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

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

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

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

**11. Termination.** 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.

This contract may be renewed each January for the following year for two (2) years (2006 & 2007) upon performance audit and approval by the City. The unit price of the contract will be adjusted each year using the Seattle Consumer Price Index –Urban (CPI-U) rate.

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

Should a court of competent jurisdiction determine that this 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:

Exhibit 2

**TO CITY:**

Department of Public Works  
Project Manager  
City of Sammamish

801 228<sup>th</sup> Avenue SE

Sammamish, WA 98075

Phone: (425) 295-0500

**TO CONTRACTOR:**

Contractor:

Contact Name:

Street Address:

City, State, Zip:

Phone:

Contact email:

CITY OF SAMMAMISH, WASHINGTON

By: \_\_\_\_\_

Title: City Manager

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

CONTRACTOR, WASHINGTON

By: \_\_\_\_\_

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

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

Attest/Authenticated:

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

Approved as to Form:

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

EXHIBIT A  
City of Sammamish

**SCOPE OF SERVICES**

## **GENERAL AND SPECIAL CONDITIONS**

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

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

SC-01            **Permits and Licenses**

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

SC-02            **Project Safety**

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

SC-03            **Hazardous Chemical Inventory**

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

SC-04            **Traffic Control Plan**

## Exhibit 2

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



# REQUEST FOR CONTRACT PAYMENT

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

Invoice Number \_\_\_\_\_ Date of Invoice \_\_\_\_\_

Contractor \_\_\_\_\_

Specific Program / Budget Code \_\_\_\_\_

***PLEASE ISSUE PAYMENTS FOR THIS CONTRACTOR ON SEPARATE CHECKS***

Reporting Period: \_\_\_\_\_

Total Contact Amount: \$ \_\_\_\_\_

Previous Payments: \$ \_\_\_\_\_

**CURRENT PAYMENT REQUEST:** \$ \_\_\_\_\_

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

Remaining Balance \$ \_\_\_\_\_

Project Engineer \_\_\_\_\_ Date \_\_\_\_\_

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

Requesting Department \_\_\_\_\_ Date \_\_\_\_\_

Approved for Payment \_\_\_\_\_ Date \_\_\_\_\_  
*Department Director*

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: \_\_\_\_\_

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

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

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

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

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



**PAYMENT AND PERFORMANCE BOND**

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

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

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

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

WITNESS our hand the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

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

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



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

CONTRACTOR'S RETAINAGE AGREEMENT

IDENTIFICATION AND DESCRIPTION

Project Title: \_\_\_\_\_
Contractor: \_\_\_\_\_ Representative: \_\_\_\_\_
Contract 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.

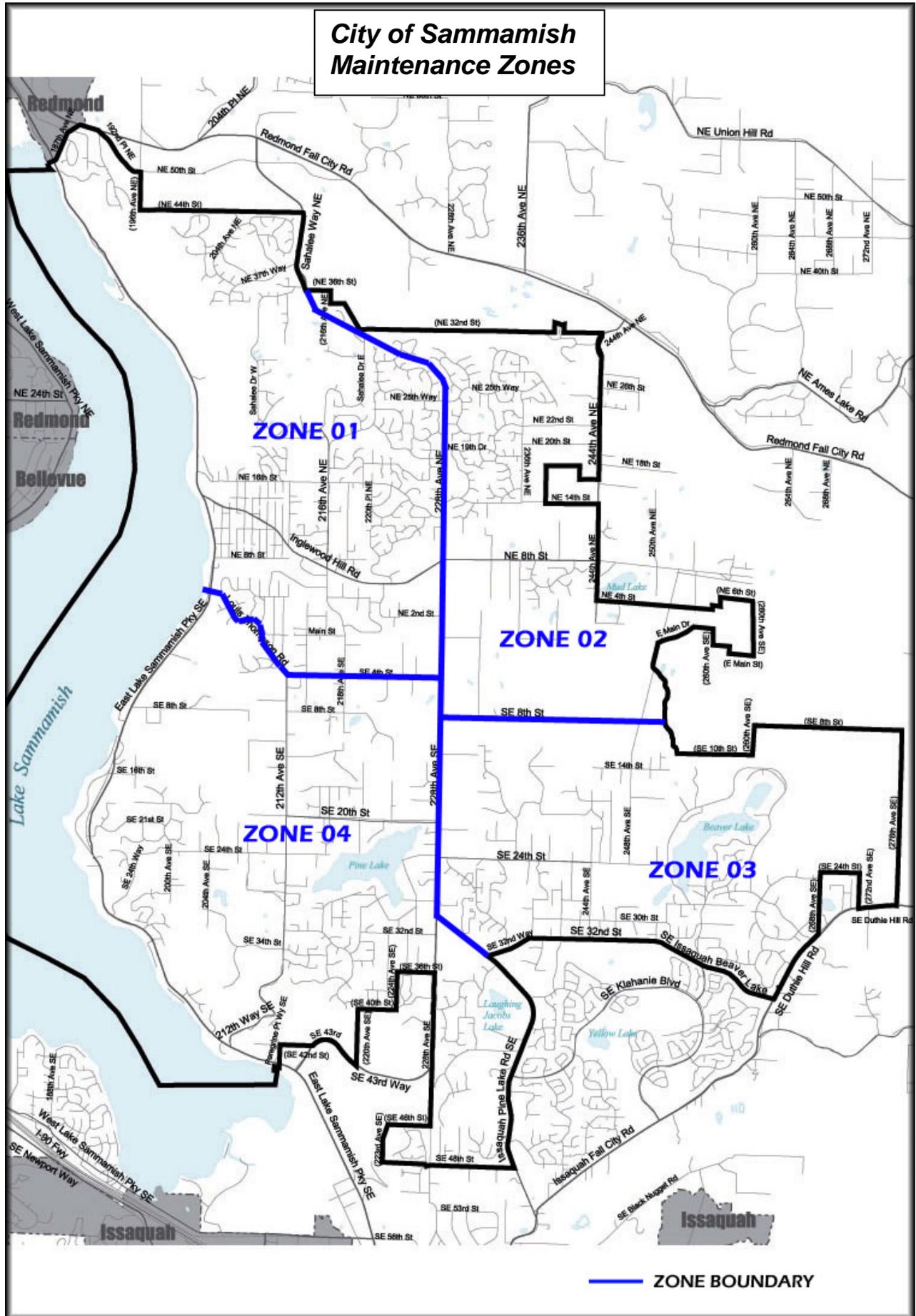
Contractor: \_\_\_\_\_ Date \_\_\_\_\_
Firm Name
By \_\_\_\_\_ Title \_\_\_\_\_
Signature

CITY APPROVAL

Approval of Investment Program and Retainage
Agreement

Finance Department \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_
Phone: \_\_\_\_\_
Federal ID #: \_\_\_\_\_
Estimated Completion Date: \_\_\_\_\_



**CITY OF SAMMAMISH**  
**(Project Name)**  
**I N D E X**

**I. CALL FOR BIDS**

**II. INTRODUCTION**

1. INSTRUCTIONS TO BIDDER
2. SCOPE OF WORK
3. VICINITY MAP

**III. PROJECT PROPOSAL**

1. BIDDER'S CHECKLIST
2. PROPOSAL
3. SCHEDULE OF PRICES
4. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
5. BID BOND FORM
6. NON-COLLUSION AND DEBARMENT AFFIDAVIT
7. ASSIGNMENT OF ANTITRUST CLAIMS
8. MINIMUM WAGE AFFIDAVIT FORM
9. SUBCONTRACTOR LIST

**IV. CONTRACT DOCUMENT FORMS**

1. BOND TO THE CITY OF SAMMAMISH
2. CONTRACT AGREEMENT
3. CERTIFICATE OF INSURANCE
4. LABOR & MATERIAL BOND
5. RETAINAGE AGREEMENT FORM

**V. CONTRACT SPECIFICATIONS**

1. AMENDMENTS TO THE STANDARD SPECIFICATIONS
2. CITY OF SAMMAMISH SUPPLEMENTAL SPECIFICATIONS
3. SPECIAL PROVISIONS

**APPENDIX A - SAMPLE FORMS**

**APPENDIX B - HOURLY MINIMUM WAGE RATES**

**APPENDIX C - STANDARD PLANS**

**CITY OF SAMMAMISH**  
**(Project Name)**

**I**

**CALL FOR BIDS**

**CITY OF SAMMAMISH  
(Project Name)**

**I. CALL FOR BIDS**

Sealed bids for the above project will be received until \_\_\_\_p.m., \_\_\_\_\_, at the City Clerk's office and will be opened and publicly read at the City of Sammamish City Hall, 486 228<sup>th</sup> Avenue NE, Sammamish, WA 98074.

The work to be performed within \_\_\_\_ working days from the date of commencement under this contract shall include, but not be limited to:

The improvement of .....(fill in the details) .....and other work, all in accordance with the attached Contract Plans, Special Provisions, and the Standard Specifications..

The City reserves the right to reject any and/or all bids and to waive any and/or all informalities and to further make award of the Project to the lowest responsive, responsible bidder as it best serves the interest of the City.

Approved plans and specifications and form of contract documents may be obtained (fill in name, address, phone for consultant, if used), for a non-refundable fee of \$\_\_\_\_\_ + \$\_\_\_\_\_ Tax (Total \$\_\_\_\_\_) for each set. If ordered by mail, add \$5.00 for postage, which is also non-refunded.

For information regarding this project contact, \_\_\_\_\_, Project Manager at (telephone number).

A certified check or bid bond in the amount of five percent (5%) of the total amount of each bid must accompany each bid.

The City of Sammamish hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration of an award.

---

Melonie Anderson, City Clerk

Published:

Daily Journal of Commerce: (two dates for publication)  
King County Journal (two dates for publication)

## II

# INTRODUCTION

## 1. INSTRUCTIONS TO BIDDERS

1. Sealed bids for this proposal will be received by the City of Sammamish at the Sammamish City Hall, until \_\_\_\_\_ o'clock p.m., on the date specified in the Call for Bids.

At this time the bids will be publicly opened and read, after which the bids will be considered and the award made as early as practicable.

No proposal may be changed or withdrawn after the time set for receiving bids. Proposals shall be submitted on the forms attached hereto.

2. The work to be done is shown on the plans. Quantities are understood to be only approximate. Final payment will be based on field measurement of actual quantities and at the unit price bid. The City reserves the right to add or to eliminate portions of the work as deemed necessary.
3. Plans may be examined and copies obtained at (*state name and place*). Bidders shall satisfy themselves as to the local conditions by inspection of the project site.
4. The bid price for any item must include the performance of all work necessary for completion of that item as described in the specifications.
5. The bid price shall be stated in both written and numerical form and in terms of the units indicated and as to a total amount. In the event of errors, the unit price bid will govern. Illegible figures will invalidate the bid.
6. The right is reserved to reject any and/or all bids and to waive informalities if it is deemed advantageous to the City to do so.
7. A certified check or satisfactory bid bond made payable without reservation to the City of Sammamish in an amount not less than 5% of the total amount of the bid shall accompany each bid proposal. Checks will be returned to unsuccessful bidders immediately following the decision as to award of contract. The check of the successful bidder will be returned provided he/she enters into a contract and furnishes a satisfactory performance bond covering the full amount of the work within ten days after receipt of notice of intention to award contract. Should he/she fail, or refuse to do so, the check shall be forfeited to the City of Sammamish as liquidated damage for such failure.
8. All bids must be self-explanatory. No opportunity will be offered for oral explanation except as the City may request further information on particular points.
9. The bidder shall, upon request, furnish information to the City as to his financial and practical ability to satisfactorily perform the work.
10. The bidder shall, upon request, furnish information to the City a project costs and schedule information for recently completed projects similar in nature to the project covered by these instructions. Such information may include original project cost and schedule and completed project cost and completion time.
10. Payment for this work will be made in Cash Warrants.

11. The contractor shall obtain such construction insurance (e.g. fire and extended coverage, worker's compensation, public liability, and property damage as indicated on forms enclosed under Attachment A herein and as identified within WSDOT/APWA Specification Section 1-07.18.
12. The contractor, prior to the start of construction, shall provide the City of Sammamish a detailed bar chart type construction schedule for the project.
13. Payment of retainage shall be done in accordance with the City of Sammamish "Contractor's Retainage Agreement".
14. The construction contract will be awarded by the City of Sammamish City Council to the lowest, responsible, responsive bidder. The bidder shall bid on all bid schedules set forth in the bid forms. Partial bids will not be accepted. The owner reserves the right to award any or all schedules of the Bid to meet the needs of the City. The intent is to award to only one Bidder.

15. **Trench Excavation Safety Systems**

As required by RCW 39.04.180, on public works projects in which trench excavation will exceed a depth of four feet, any contract therefor shall require adequate safety systems for the trench excavation that meet the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. These requirements shall be included in the Bid Schedule as a separate item. The costs of trench safety systems shall not be considered as incidental to any other contract item and any attempt to include the trench safety systems as an incidental cost is prohibited.

16. **Payment of Prevailing Wages**

In accordance with Revised Code of Washington Chapters 39.12 and 49.28 as amended or supplemented herein, there shall be paid to all laborers, workmen or mechanics employed on this contract the prevailing rate of wage for an hour's work in the same trade or occupation in the area of work regardless of any contractual relationship which may exist, or be alleged to exist, between the CONTRACTOR and any laborers, workmen, mechanics or subconsultants.

The prevailing wage rate to be in force during the duration of this contract are included within these specifications under section titled "Prevailing Minimum Hourly Wage Rates". The wage rates shall be included as part of any subcontracts the CONTRACTOR may enter into for work on this project.

17. **Water Pollution Control Requirements**

The CONTRACTOR shall conduct the work in accordance with all applicable pollution control laws. The CONTRACTOR shall comply with and be liable for all penalties, damages, and violations under Chapter 90.48 RCW, in performance of the work. The CONTRACTOR shall also comply with Article 4 in the Puget Sound Air Pollution Control Agency Regulation III regarding removal and encapsulation of asbestos materials.

18. The CONTRACTOR if he so desires may determine existing on-site features such as the thickness of existing road surfacing, prior to bid opening. The bidders must notify the

OWNER within 48 hours prior to exploration activity and shall repair all boring and exploration work to preexisting condition.

### **19. Standard Specifications**

All work under this contract shall be performed in accordance with the following standard specifications except as may be exempted or modified by the City of Sammamish Supplemental Specifications, Special Provisions other sections of these contract documents. These standard specifications are hereby made a part of this contract and shall control and guide all activities within this project whether referred to directly, paragraph by paragraph, or not.

1. WSDOT/APWA "2002 Standard Specifications for Road, Bridge and Municipal Construction" and "Division 1 APWA Supplement" including the most recent Amendmts, hereinafter referred to by the abbreviated title "Standard Specifications."
  - A. Any reference to "State," "State of Washington," "Department of Transportation," "WSDOT," or any combination thereof in the WSDOT/APWA standards shall be modified to read "City of Sammamish," unless specifically referring to a standard specification or test method.
  - B. All references to measurement and payment in the WSDOT/APWA standards shall be deleted and the measurement and payment provisions of Section 1-09.14, Measurement and Payment (added herein) shall govern.

## **2. SCOPE OF WORK**

**III**  
**PROJECT PROPOSAL**

The undersigned agrees that the Owner is authorized to obtain reports from all references included herein.

Very Truly Yours,

\_\_\_\_\_  
Print Company Name

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

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Amount of bid deposit: \$ \_\_\_\_\_ (U.S.) Check No. \_\_\_\_\_ on  
\_\_\_\_\_ Bank located at \_\_\_\_\_, or bid bond amount of  
\_\_\_\_\_, issued through \_\_\_\_\_

Name of Agency

Located at \_\_\_\_\_

Mailing Address

For \_\_\_\_\_

Name of Bonding Company

\_\_\_\_\_  
Telephone Number of Agency

## 1. BIDDER'S CHECKLIST

1. \_\_\_\_\_ BIDDER'S CHECKLIST
2. \_\_\_\_\_ PROPOSAL FORM
3. \_\_\_\_\_ SCHEDULE OF PRICES
4. \_\_\_\_\_ ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
5. \_\_\_\_\_ BID BOND FORM
6. \_\_\_\_\_ NON-COLLUSION AND *DEBARMENT* AFFIDAVIT
7. \_\_\_\_\_ ASSIGNMENT OF ANTITRUST CLAIMS
8. \_\_\_\_\_ MINIMUM WAGE AFFIDAVIT FORM
9. \_\_\_\_\_ SUBCONTRACTOR LIST FORM

Above documents must be executed by the Contractor, President and Vice-President or Secretary if corporation by-laws permit. All pages must be signed. In the event another person has been duly authorized to execute contracts, a copy of the corporation minutes establishing this authority must be attached to the bid document.

## 2. PROPOSAL

TO THE CITY OF SAMMAMISH  
SAMMAMISH, WASHINGTON

Ladies and/or Gentlemen:

The undersigned hereby certify that the bidder has examined the site of the proposed work and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of bid should be shown. Show unit prices both in writing and in figures.)

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Names of Members of Partnership:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OR

Name of President of Corporation \_\_\_\_\_

Name of Secretary of Corporation \_\_\_\_\_

Corporation Organized under the laws of \_\_\_\_\_

With Main Office in State of Washington at \_\_\_\_\_

### 3. SCHEDULE OF PRICES

**Note: Unite prices for all items, all extensions, and the total amount bid must be shown. The project must be bid in its enirety, including all bid items and any bid additive bid items as specifically listed in the Proposal, in order to be considered a responsive bid. Where conflict occurs between the unit price and the total amount named for any item the unit price shall prevail, and totals shall be corrected to conform therto. All entries must be typed or printed and entered in ink. Award of the Contract shall be based on the lowest, responsive bid, for the total of all schedules, at the sole deiscretion of the Contracting Agency.**

ITEM  <u>NO.</u>	ESTIMATED  <u>QUANTITY</u>	 <u>DISCRIPTION OF ITEM</u>	UNIT  <u>PRICE</u>	TOTAL ITEM BID AMOUNT
1.			\$ _____	\$ _____
2.			\$ _____	\$ _____
3.			\$ _____	\$ _____
4.			\$ _____	\$ _____
5.			\$ _____	\$ _____
6.			\$ _____	\$ _____
7.			\$ _____	\$ _____
8.			\$ _____	\$ _____
9.			\$ _____	\$ _____
10.			\$ _____	\$ _____
11.			\$ _____	\$ _____
12.			\$ _____	\$ _____
13.			\$ _____	\$ _____
14.			\$ _____	\$ _____
15.			\$ _____	\$ _____
16.			\$ _____	\$ _____
17.			\$ _____	\$ _____
18.			\$ _____	\$ _____
19.			\$ _____	\$ _____
20.			\$ _____	\$ _____

Exhibit 2  
III. PROJECT PROPOSAL

CITY OF SAMMAMISH

21.	\$ _____	\$ _____
22	\$ _____	\$ _____
23.	\$ _____	\$ _____
24.	\$ _____	\$ _____
25.	\$ _____	\$ _____
26.	\$ _____	\$ _____
27.	\$ _____	\$ _____
28	\$ _____	\$ _____
29.	\$ _____	\$ _____
30.	\$ _____	\$ _____
31.	\$ _____	\$ _____
32.	\$ _____	\$ _____
33.	\$ _____	\$ _____
34	\$ _____	\$ _____
35.	\$ _____	\$ _____
36.	\$ _____	\$ _____
37.	\$ _____	\$ _____
38.	\$ _____	\$ _____
39.	\$ _____	\$ _____
40	\$ _____	\$ _____
41.	\$ _____	\$ _____
42.	\$ _____	\$ _____
43.	\$ _____	\$ _____
44.	\$ _____	\$ _____
45.	\$ _____	\$ _____
46.	\$ _____	\$ _____
47.	\$ _____	\$ _____

Exhibit 2

III. PROJECT PROPOSAL

CITY OF SAMMAMISH

48.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

49.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

50.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**4. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

NO. \_\_\_\_\_ DATE \_\_\_\_\_

NO. \_\_\_\_\_ DATE \_\_\_\_\_

NO. \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

STATE CONTRACTORS

LICENSE # \_\_\_\_\_

### 5. BID BOND FORM

Herewith find deposit in the form of a certified check, cashier's check, cash, or bid bond in the amount of \$ \_\_\_\_\_ which amount is not less than five percent of the total bid.

Sign here \_\_\_\_\_

Know All Men by These Presents:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Sammamish, as Obligee, in the penal sum of \_\_\_\_\_ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for \_\_\_\_\_ according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

Received return of deposit in the sum of \$ \_\_\_\_\_

### 6. NON-COLLUSION AND DEBARMENT AFFIDAVIT

\* STATE OF WASHINGTON )  
 )  
\*\* COUNTY OF \_\_\_\_\_ )

I, the undersigned, an authorized representative of \*\*\*\_\_\_\_\_, being first duly sworn on oath do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Bidder's Firm

\_\_\_\_\_  
Signature of Authorized Representative of Bidder

\_\_\_\_\_  
Printed Name of Authorized Representative of Bidder

\_\_\_\_\_  
Date

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State  
of Washington residing at \_\_\_\_\_  
Notary (print): \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\*A suspending or debaring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive order 12549..." (49 CFR Part 29 Section 29.215).

\* If notarization of proposal takes place outside of Washington State, DELETE WASHINGTON, and enter appropriate State.

\*\* Fill in county where notarization of proposal takes place.

\*\*\* Fill in firm name.

**7. CERTIFICATION RE: ASSIGNMENT OF ANTITRUST CLAIMS TO PURCHASER**

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

Vendor and purchaser recognize that in actual economic practice overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the price under this order or contract. In addition, vendor warrants and represents that each of his suppliers and subcontractors shall assign any and all such claims to purchaser, subject to the aforementioned exception.

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Bidder's Firm

\_\_\_\_\_  
Signature of Authorized Representative of Bidder

\_\_\_\_\_  
Printed Name of Authorized Representative of Bidder

\_\_\_\_\_  
Date

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State  
of Washington residing at \_\_\_\_\_  
Notary (print): \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**8. MINIMUM WAGE AFFIDAVIT FORM**

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

I, the undersigned, having been duly sworn, deposed, say and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work; not less than the prevailing rate of wage or not less than the minimum rate of wages as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Bidder's Firm

\_\_\_\_\_  
Signature of Authorized Representative of Bidder

\_\_\_\_\_  
Printed Name of Authorized Representative of Bidder

\_\_\_\_\_  
Date

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State  
of Washington residing at \_\_\_\_\_  
Notary (print): \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

### 9. SUBCONTRACTOR LIST

RCW 39.30-060 requires that for all public works contracts exceeding \$100,000 the bidder shall submit the names of all subcontractors whose subcontract amount exceeds 10 percent of the contract price.

If the subcontractors' names are not submitted with the bid, or within 24 hours of the bid, the bid shall be considered nonresponsive and, therefore, void. (Check Appropriate Box)

Complete one of the following for contracts that exceed \$100,000:

**There are no subcontractors proposed whose subcontract amount exceeds 10 percent of the contract price.**

**The following subcontractor(s) subcontract amount exceeds 10 percent of the contract price: (list subcontractor and bid item)**

Bid Item (s) \_\_\_\_\_  
Subcontractor Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_ State Contractor's License No \_\_\_\_\_

Bid Item (s) \_\_\_\_\_  
Subcontractor Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_ State Contractor's License No \_\_\_\_\_

Bid Item (s) \_\_\_\_\_  
Subcontractor Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_ State Contractor's License No \_\_\_\_\_

Bid Item (s) \_\_\_\_\_  
Subcontractor Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_ State Contractor's License No \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**IV**

**CONTRACT DOCUMENT FORMS**

DOCUMENTS IN THE FOLLOWING FORM MUST BE EXECUTED AND SUBMITTED BY THE SUCCESSFUL BIDDER WITHIN TEN (10) DAYS FOLLOWING THE DATE OF NOTICE OF AWARD.

1. PERFORMANCE BOND TO THE CITY OF SAMMAMISH

We, the undersigned \_\_\_\_\_ as principal, and \_\_\_\_\_ corporation organized and existing under the laws of the State of \_\_\_\_\_ as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety are jointly and severally held and firmly bound to the City of Sammamish in the penal sum of \$\_\_\_\_\_ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or person representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinance of the City of Sammamish.

Dated at \_\_\_\_\_, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to Public Works Construction Contract \_\_\_\_\_ providing for construction of \_\_\_\_\_  
(project name)

the principal is required to furnish a bond for the faithful performance of the contract; and

WHEREAS, the principal has accepted, or is about to accept, the contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, \_\_\_\_\_ THEREFORE, \_\_\_\_\_ if \_\_\_\_\_ the \_\_\_\_\_ said \_\_\_\_\_ shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and material-men, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold said City of Sammamish harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City of Sammamish harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the operation of any mechanical or electrical equipment and related components provided under such contract within a period of (2) two years a after its acceptance thereof by the City of Sammamish, then his obligation shall become null and void, otherwise it shall be and remain in full force. Customary trade warranties or guarantees on electrical and mechanical equipment shall be assigned to the City of Sammamish.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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 \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

1) The Contractor shall within the time stipulated, (to-wit: within \_\_\_\_\_ 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. \_\_\_\_\_) for improvement by construction and installation of: (*include description of project*) and other work, all in accordance with the attached Contract Plans, Special Provisions, and the 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.

- 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 \_\_\_\_ 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 will be the sum of (in accordance with Standard Specifications) 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 \_\_\_\_\_  

numbers

\_\_\_\_\_

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.

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

CONTRACTOR

CITY OF SAMMAMISH

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

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

ATTEST

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
dba

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

check one

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

Attention:

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

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

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

**4 LABOR AND MATERIAL PAYMENT BOND**

We \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to CITY OF SAMMAMISH (hereinafter called the Owner) for payment of the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States in connection with the owner's award to the Contractor of the contract for construction ("Contract") of the following project:

(Project Name)

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, and pay all laborers, mechanics, and subcontractors and materialmen, taxing authorizes and all persons who supply such person or persons or subcontractors with material, equipment and supplies for the carrying on of such work, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall be in force until completion of the Project and acceptance by the Owner, and also for such period thereafter during which the law allows claims to be filed and sued upon.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth herein.

Surety agrees that no change, extension of time, modifications or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner reasonable attorney's fees incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

LABOR & MATERIAL PAYMENT BOND – Continued

Executed in four original counterparts on \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

(Attach acknowledgment of authorized representative of Contractor).

\_\_\_\_\_  
(Name and Address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name and address of Surety’s agent for service of process in  
Washington if different from above)

\_\_\_\_\_

\_\_\_\_\_  
(Telephone No. of Surety’s Washington agent)

(Attach acknowledgment)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Its Attorney-in-fact

*Notice: Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.*

# SHARED PROCUREMENT PORTAL

COMMON GOALS. COMMON PRACTICES. ONE SOLUTION.

[Shared Procurement Portal](#) > [Pages](#) > Roster Information

## Roster Information

The [eCityGov Alliance](#) has established the Shared Procurement Portal rosters as a means of soliciting and notifying businesses and contractors about opportunities to respond to bids and proposals.

The Shared Procurement Portal rosters have been divided into the following rosters:

- The **Small Public Works Roster** ([RCW 39.04.155](#) ) may be used to solicit bids on small public work construction projects estimated up to \$200,000. To be accepted onto the Small Works Roster, contractors will be required to meet the Minimum Qualification Requirements. Contractors will also be asked to submit four previously completed construction projects that evidence the contractor's ability to perform work specific to the small public work category. Public works include all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the agency.
- The **Professional Services/Architectural & Engineering (A & E) Roster** ([RCW 39.80](#) ) may be used to solicit proposals from Professional Service providers. Applying to this roster may require an electronic Statement of Qualifications (SOQ) to be uploaded for certain service categories. Professional Services are defined as "expert an professional services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience such as architects, surveyors, engineers, accountants, physicians, attorneys, consultants and designers".
- The **Information Technology Consulting & Services Roster** will be used to solicit proposals for IT consulting and services. If you apply to this roster, you may be required to submit a Statement of Qualifications. This would include services such as application support, Geographic Information Services (GIS) support, infrastructure services (cabling, etc.), IT management consulting, IT project management, photogrammetry services, and software development.
- The **General Services Roster** may be used to solicit proposals for all other service related work that is not considered a public work or professional service. Applying to this roster may require an electronic Statement of Qualifications (SOQ) to be uploaded for certain service categories. General Services includes such services as building maintenance, janitorial services, automotive services, instructors, entertainers, etc.
- The **Supply Vendor Roster** may be used to maintain a list of all interested vendors that seek to provide goods, materials, and supplies to the member agencies. This registration is not required for you to do business with these member agencies. The member agency may utilize this list, to the extent practicable, for soliciting quotations for goods and/or products.
- The **Legal Services Roster** may be used to solicit proposals for legal consulting and services. Applying to this roster may require an applicant to submit a [Statement of Qualifications \(SOQ\)](#).

To be considered for acceptance to one of the rosters, an application must be completed and submitted. Acceptance to the roster does not guarantee work with any member agency.

Last modified at 2/29/2008 9:00 AM by jrobinson



# SHARED PROCUREMENT PORTAL

COMMON GOALS. COMMON PRACTICES. ONE SOLUTION.

[Home](#)[Instructions](#)[Log On](#)[General Information](#)[Business Classification](#)[Agency Selection](#)[Roster Selection](#)

## Small Works Roster

[Minimum Qualifications](#)[Project History](#)[Services List](#)

## Professional Services / A & E

[Services List](#)[Statement of Qualifications](#)

## Information Technology Services

[Services List](#)[Statement of Qualifications](#)

## Legal Services

[Services List](#)[Statement of Qualifications](#)

## General Services

[Services List](#)[Statement of Qualifications](#)

## Vendor Roster

[Review & Submit Application](#)

## Instructions

To be considered for acceptance onto one of the rosters, please click "continue" below to begin the online application process. Once you have created a login on the system, you can exit at any time by selecting the logout button. If applicable, you will have the option of applying to more than one roster. To complete the application process, you must:

**Step 1:** [Log In / Create Log In](#)

**Step 2:** [General Information](#)

**Step 3:** [Business Classification](#)

**Step 4:** [Agency Selection](#)

**Step 5:** [Roster Selection](#)

**Step 6:** [Review & Submit Application](#)

Before beginning, you may find it helpful to have the following company information available:

- Company name
- Owner & contact Names
- Address(es)
- E-mail & website addresses
- Federal tax identification number
- UBI number
- Contractor's license or professional license number
- Business classifications
- For the Small Works Roster, four project histories, including project name, owner name, owner phone number, project value and date completed

[Continue](#)

# Shared Procurement Portal

Common goals, common practices, one solution

## What is the Shared Procurement Portal?

The Shared Procurement Portal is a web-based application that will offer many types of procurement services. Phase 1 will feature a Shared Roster Program offering four separate rosters:

- Small Works Roster
- Professional Services/Architectural & Engineering (A&E) Roster
- General Services Roster
- Supply/Vendor Roster

The Shared Procurement Portal is not just a roster program. It's much more. Our vision is to develop applications for all common procurement practices such as:

- Additional rosters
- Centralized Project Posting
- On-line bidding and submittals
- RFP/Q Process Tracking
- Centralized Form Management
- Expanded Cooperative Purchasing

An expanded list of functionality can be found [here](#).

## Advantages of the Shared Procurement Portal

The best part of the Portal is that it is governed by public [agency staff](#) that know this business. Our project team is comprised of Purchasing Managers & Supervisors, Finance and Public Works Directors, and a myriad of others involved with all phases of the procurement process.

Member cities and agencies will also have access to a private web site that will improve communication between public agencies. Initial functionality will allow members to post Interlocal Cooperative Purchasing Agreements, Sample Bids, RFP/Q's, and contracts that are available for "piggybacking".

We are planning to launch Shared Procurement Portal in early December. The SPP will be supported by dedicated back office staff to review and approve applications, answer customer service calls, and maintain the influx of information.

---

### Contact Information

Jamie Robinson, Project Team Chair  
City of Bellevue  
425-452-6843  
[jrobinson@bellevuewa.gov](mailto:jrobinson@bellevuewa.gov)

John Backman, Executive Director  
eCityGov Alliance  
425-452-7821  
[jbackman@ecitygov.net](mailto:jbackman@ecitygov.net)

# Shared Procurement Portal

Common goals, common practices, one solution

## Project Team Members

<u>Jamie Robinson</u>	City of Bellevue	Contracting Services Supervisor
<u>Mayvis Schwab</u>	City of Bellevue	Bid & Contract Coordinator
<u>Doug Jacobson</u>	City of Bothell	Public Works Director
<u>Darcey Strand</u>	City of Issaquah	Office Manager
<u>Barry Scott</u>	City of Kirkland	Purchasing Agent
<u>Sheila Sigmund</u>	City of Kirkland	Buyer
<u>Rose Onofrio</u>	City of Mercer Island	Capital Improvements Admin.
<u>Cathy Robinson</u>	City of Shoreline	Purchasing Manager
<u>Lyman Howard</u>	City of Sammamish	Finance Director
<u>Marlene Dunham</u>	City of Sammamish	Finance Specialist
<u>Harry Oestreich</u>	City of Snoqualmie	Finance Officer
<u>Jim Katica</u>	City of Woodinville	Administrative Services Director
<u>Kate Sayers</u>	eCityGov Alliance	Project Manager
<u>Linda Johnson</u>	eCityGov Alliance	Admin Support

---

### Contact Information

Jamie Robinson, Project Team Lead  
 City of Bellevue  
 425-452-6843  
[jrobinson@bellevuewa.gov](mailto:jrobinson@bellevuewa.gov)

John Backman, Executive Director  
 eCityGov Alliance  
 425-452-7821  
[jbackman@ecitygov.net](mailto:jbackman@ecitygov.net)

Christmas letter

## Statement of Qualifications for Legal Services Roster

### **Introduction**

The Legal Services Roster introduces your business and the services you provide to the various public agencies participating in the Shared Procurement Portal. The Roster features numerous categories of legal services routinely utilized by public agency staff. Interested firms and attorneys will submit a Statement of Qualification describing the firm's experience and competence in performing work within the selected service category that has been identified through the application process.

Public agency staff will utilize the roster to solicit qualifications and/or proposals for a variety of services. Firms selected from the roster must comply with all agency's contracting requirements and laws. Acceptance onto the roster does not guarantee any work or service with participating agencies.

### **Submittal Requirements**

Statement of Qualifications should include:

1. **General Information** including number of years in business, size of firm, contact information (including phone, address, e-mail, website & fax number), .
2. **Qualifications** - Describe your capabilities and expertise in providing legal services for each practice area for which you wish to be considered including the name and resume of the attorney(s) available for the legal services in those practice areas. Provide a list of cases defended/filed in the last five years in the area of specialty including a brief description of the case's subject matter and disposition.
3. **References** – Provide a list of references and a list of public sector clients served in the last five years.
4. **Rates** – Provide billing rate for each listed attorney.

### **Public Records**

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this application (the "documents") become a public record upon submission, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law

### **Contact**

Linda Johnson

[ljohnson@ecitygov.net](mailto:ljohnson@ecitygov.net)

Monday through Friday 1:00 PM – 4:00 PM, Phone – 425.452.6918

**Statement of Qualifications  
for  
Professional Service/A & E Roster**

**Introduction**

The Professional Service/Architectural and Engineering (A&E) Roster introduces your business and the services you provide to the various public agencies participating in the Shared Procurement Portal. The Roster features numerous categories of consultant services routinely utilized by public agency staff. Interested consultants will submit a Statement of Qualification describing the firm's experience and competence in performing work within the selected service category that has been identified through the application process.

Public agency staff will utilize the roster to solicit qualifications, proposals, and quotes for a variety of services. Consultants selected from the roster must comply with all agency's contracting requirements and laws. Acceptance onto the roster does not guarantee any work or service with participating agencies.

**Submittal Requirements**

Statement of Qualifications should include:

1. **Cover Letter** - A summary of your company including submittal date, number of years in business, size of firm, contact information (including phone, address, e-mail, website and fax number), recent professional experience including work with public agency clients and applicable projects. (Limited to **three (3) pages**).
2. **Qualifications for each Service Category** – Clearly mark and describe your firm's capabilities and expertise in providing services for each selected service category. Identify which elements will be done in-house and which will be done by sub-consultants. (Limited to **four (4) pages** per service category).
3. **References** – Provide examples of previous projects, in each service category, performed by your firm with references and telephone numbers. (Limited to **two (2) pages** per service category).
4. **Project Manager Qualifications** – Provide names and specific duties of individuals your firm might propose as project managers/engineers (per service category if PM will be different) with statements of their qualifications. Please limit the number to three individuals. Provide examples of previous projects completed by each project manager with at least 4 references and telephone numbers. Local references are preferred. (Limited to **three (3) pages** per service category).
5. **Personnel Qualifications** – Provide names, responsibilities, statement of qualifications and experience of other personnel you expect to utilize. (Limited to **two (2) pages** per service category).

**Public Records**

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this application (the "documents") become a public record upon submission, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law

**Contact**

Linda Johnson

[lrjohnson@ecitygov.net](mailto:lrjohnson@ecitygov.net)

Monday through Friday 1:00 PM – 4:00 PM, Phone – 425.452.6918

  
**CITY OF SAMMAMISH**  
**WASHINGTON**  
ORDINANCE NO. *22000-50*

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, ESTABLISHING A PROCEDURE  
RELATING TO CONTRACT APPROVALS AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
CERTAIN CONTRACTS WITHOUT PRIOR INDIVIDUAL  
APPROVAL BY THE CITY COUNCIL**

WHEREAS, RCW 35A.11.010 provides that the City of Sammamish, through its legislative body, may contract and be contracted with; and

WHEREAS, the City enters into a large number of minor and routine contracts for which it is burdensome to individually have City Council approval; and

WHEREAS, the City Council determines that the practical needs of the City require that the City Manager enter into certain contracts without prior individual approval by the City Council in order to allow the City to function in an orderly manner;

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

Section 1. Contract Approval Authorization. The following procedure is hereby established for the approval of certain contracts and granting the City Manager authority with respect to such contracts:

A. The City Council authorizes the City Manager to enter into and execute on behalf of the City the following contracts without individual approval of each contract by the City Council, so long as the contract is consistent with the approved annual budget for the City, and the City's liability under the contract does not exceed available fund balances:

1. Contracts for purchase of goods, supplies, materials, or equipment involving a cost or fee (excluding sales tax) of less than Fifteen Thousand Dollars (\$15,000).

2. Professional service contracts, including contracts for architectural, engineering, legal, and consulting services involving a cost or fee (excluding sales tax) of less than Fifteen Thousand Dollars (\$15,000).

3. Maintenance contracts involving a cost or fee (excluding sales tax) of less than Ten Thousand Dollars (\$10,000) per year.

4. Public Works projects involving a cost or fee of less than Thirty-five

Exhibit 2

Thousand Dollars (\$35,000) involving multiple trades, and Twenty Thousand Dollars (\$20,000) involving a single trade.

5. Settlement agreements involving a cost or fee of less than Twenty Thousand Dollars (\$20,000), and retention of legal counsel and expert consultants, involving risk management claims or suits.

6. Other routine agreements where no expenditure is involved, or the cost, expenditure, or fee (excluding sales tax) does not exceed Ten Thousand Dollars (\$10,000).

7. Lease agreements for materials, supplies, and equipment where the expenditure or fee does not exceed Ten Thousand Dollars (\$10,000) per year.

8. Sale of unneeded surplus personal property with an estimated cumulative value of Ten Thousand Dollars (\$10,000) or less, which has been certified for disposition, such sale or disposition to be made by the City Manager in accordance with informal procedures and in the best interest of the City.

9. Contracts that carry out or implement a provision of the Sammamish Municipal Code or established City policy, e.g., maintenance or performance bonds for plat improvements.

10. Emergency contracts. "Emergency" means a set of unforeseen circumstances that either:

a. Presents a real, immediate threat to the proper performance of essential functions; or

b. May result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; or

c. For public works projects, may result in a substantial loss to the City if the contract is not immediately entered into.

11. Employment and personnel matters. Unless otherwise provided by statute or ordinance, e.g., salaries and compensation are subject to City ordinance.

B. The breaking down of any purchase or contract into units or phases for the purpose of avoiding the maximum dollar amount is prohibited. The amount of a contract includes all amendments; provided, however, that amendments that do not exceed in total ten percent (10%) of the contract amount may be entered into without prior City Council approval.

C. The City Manager may present any contract to the City Council for prior approval, even if the contract is allowed to be approved without prior City Council approval.

D. All interlocal agreements shall be presented to the City Council for prior approval.

Exhibit 2

E. The City Manager shall promptly, within ten (10) days, provide to the City Council a copy (or summary) of any contract (or amendment) that has not received prior approval by the City Council.

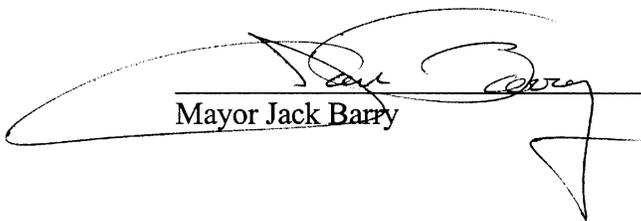
F. "Contract" means any agreement creating a legal relationship between the City and another person or entity, or any amendment thereto.

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

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 16<sup>th</sup> DAY OF February, 2000.**

CITY OF SAMMAMISH

  
Mayor Jack Barry

ATTEST/AUTHENTICATED:

  
Ruth Muller, Interim City Clerk

Approved as to form:

  
Bruce L. Disend, City Attorney

Filed with the City Clerk: February 11, 2000  
Passed by the City Council: February 16, 2000  
Ordinance No. 02000-50  
Date of Publication: February 23, 2000

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2001-65**

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**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON  
ESTABLISHING PURCHASING POLICIES THAT CONFORM TO  
STATE LAW REQUIREMENTS FOR MONIES BUDGETED AND  
SPENT IN ALL CITY OPERATIONS.**

**WHEREAS**, it is necessary to provide the City of Sammamish purchasing policies and procedures that comply with State law requirements; and

**WHEREAS**, the City Council desires to ensure that the City's system of purchasing conforms to the requirements imposed by State law.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, RESOLVES THE FOLLOWING:**

**SECTION 1: INTRODUCTION/INTENT**

This document has been prepared to establish a uniform system of purchasing and spending with all policies and procedures in writing and available in one document. It is the intent of a uniform system to assist all departments in obtaining the maximum use of money budgeted and spent for procurement of goods and services, to aid in the budget and general financial control of all City operations and to enforce all federal, state and local regulations.

**SECTION 2: GENERAL**

It is the general policy of the City that all expenditures shall be rationally related to some public purpose and reasonable in the amount and nature. All expenditures/expenses must be pre-audited and certified by the City's Auditing Officer prior to submitting them to the City Council or its designated advisory group (Finance Committee). The City Council or its designated advisory group may review and certify account payable claims twice monthly, and perform a limited audit of payroll to ensure that all issued payroll checks have been accounted for in the payroll of a given month.

Normally no claims/payroll checks may be issued prior to review and approval of City Council or the Finance Committee. However, the City Council has authorized the City Manager to issue certain checks prior to the review and approval by the City Council if they deemed that a delay in payment would not be in the best interest of the City. These may include, but are not limited to:

1. When delay in payment may result in late charges or penalties;
2. Registration fees, etc., that require payment by a certain deadline;
3. Payments that must be made in advance, (County permit fees, etc.)

At the next regular meeting, the City Council or Finance Committee must review and approve those claims paid. If the City Council or its designated advisory group disapproves a claim that has already been paid, the City Manager or Finance Director must recognize the claim as a

receivable and pursue collection diligently until the amount is either collected or the City Council is satisfied and approves the claim.

### **SECTION 3: PURCHASING AUTHORITY**

1. **Authorization/Forms:** All City purchases will require the preparation of a purchase order or a personnel expenditure reimbursement form that has been approved by the City Manager or Finance Director.
2. All purchases less than \$2,500 must be approved by a Department Director or his/her designee.
3. All purchases between \$2,500.00 and \$10,000.00 must be approved by the Department Director.
4. All purchases in excess of \$10,000.00 must be approved by the City Manager, unless an emergency situation exists.

The above approvals must be made by signature on a purchase order request form, a purchase order, or a personal expenses reimbursement form, as appropriate. (See Attached Forms).

5. **Budget Appropriations:** All departments are encouraged to stay within the line item appropriations, however, if it is necessary to exceed the appropriation in one line item, the Department Director must compensate by under-spending in another line item to ensure that the total fund expenditures do not exceed the total fund appropriation.
6. **Non-Budgeted Expenditures:** All non-budgeted capital outlay expenditures must be approved by the City Manager.
7. **Budget Amendments:** If an expenditure/expense shall cause a fund to exceed the total budgeted appropriation for the fund a budget amendment ordinance shall be prepared and submitted to the City Council for approval before expenditure is incurred. Council consensus to approve a future budget amendment that includes the cumulative affect of all of budget adjustment items for a specific period will also satisfy the authority to spend requirement.
8. **Multiple Year Budgets:** Multi-year and capital project budgets are defined as non-operating/special purpose budgets where appropriations do not lapse at year end and are approved for those funds authorized under State law. Such budgets will be authorized by the City Council and will not pass at calendar year end, but will continue until the purpose of the project or fund has been completed. Such budgets may be amended from time to time by the City Council, whether for an individual project, or for the total fund where projects do not exist within the account structure.

### **SECTION 4: PURCHASING PROCESS**

1. **General Procedures:** Purchase orders may be issued by those City Departments authorized by the City Manager. When purchase orders are prepared by one department on behalf of another department, the requesting department shall provide the following

documents and information: A purchase order request form approved by the Finance Director and having authorization signatures denoted in Section 3.A of this resolution; vendor name and address; description of goods or services being purchased; estimated cost, account number to be charged, and balance of long-term project payments. One copy of all purchase orders prepared will be forwarded to the Finance Department for encumbrance, pending audit and payment. One copy will be retained by the requesting department and designated as a “receiving copy” that will contain the final purchase amount and a dated and authorized department signature that will be forwarded to the Finance Department. The Finance Department will merge the receiving copy, original invoices (or authorized substitute, as may be required by the City Manager or Finance Director), and purchase order on file, perform an accounts payable audit on the voucher package, and prepare checks following data entry into the City’s accounting system.

2. **Petty Cash Funds:** The City shall have a working petty cash fund of \$400, a change fund of \$100, and a travel advance fund of \$1,500. The use of such funds shall conform to guidelines established under State Law as follows:
  - a. The City Council must approve all new petty cash funds or changes in the level of existing funds.
  - b. The City Council shall appoint the Finance Director or his/her designee as the petty cash custodian.
  - c. Working fund type petty cash funds are to be used to facilitate small purchases, not to exceed \$50.00 unless specifically authorized by the City Manager or his/her designee.
  - d. Petty cash shall be replenished, at a minimum, once monthly by check payable to the appropriate custodian and petty cash account.
  - e. Recording of petty cash accounts should be properly segregated from other cash accounts on the City’s balance sheet statement.
  - f. The replenishing of petty cash should follow the same review and approval as processed invoices.
  - g. The petty cash fund may not be used for personal cash advances even if secured by check or other IOU’s.

**C. Competitive Bidding:**

1. Procedures for public works contracts or purchases shall be governed by RCW 35A.40. Contracts that require competitive bidding under State law shall be awarded according to the procedures set forth in RCW 35.23.352. No contract for construction of public works less than the threshold amount required for competitive bidding shall be awarded without approval of the City Manager, except in the event of emergencies. The department head, in requesting approval, shall submit evidence that the recommended contract is the best possible price. Such evidence shall be retained in department files and copies submitted with the payment voucher. In accordance with the Revised Code of Washington such procedures may be waived in the event of an emergency.
2. Although not required, it is encouraged that the City will bid for the purchasing of materials, supplies, or equipment unconnected with a public works project. The City

must use the competitive bid process for purchasing public works projects where the estimated cost of the project exceeds \$20,000 for a single craft or trade or \$35,000 for multiple crafts or trades.

3. **Small Works Roster:** In addition to the above procedures, the City may use a Small Works Roster and award contracts for \$100,000.00 or less, as provided in RCW 39.04.155. The City shall maintain a Small Works Roster comprised of qualified contractors who have requested to be on the roster.
  4. **Intergovernmental Purchases and Bidding:** RCW 39.34.030, a section of the Interlocal Cooperation Act, authorizes cooperative action, including joint purchases by different governmental entities. Under this act, the City has entered into agreement with the State Department of General Administration that authorizes the City to purchase through the Department of General Administration without going out to bid.
1. **Fixed Assets and Depreciation:** General fixed assets are to be defined and accounted for in compliance with generally acceptable accounting standards. Assets owned by proprietary funds are to be depreciated and accounted for in a like manner. The Finance Director will determine the minimum threshold cost of capital outlay expenditures that shall be recorded as fixed assets of the City. The currently recommended threshold shall be \$1,000 for both general fixed assets and proprietary assets. All fixed assets are valued at historical cost (or estimated cost, where historical cost is not known/or estimated market value for donated assets/or the lower of cost of fair market value when transferred between proprietary funds and the general fixed assets account group).

## **SECTION 5: EMPLOYEE EXPENSES**

1. **General:** It is the City's policy to encourage continued education and training for all employees and to endorse professional affiliations where the City may derive benefit by the increased or continued competence of its staff or from those professional relationships that carry a significant public relations advantage for the City. (Please refer to the City's Travel Policy).
2. **Travel Advance:** A revolving fund has been established and is to be used solely for employee travel advances, not direct payment to vendors. Money may be advanced to an employee who is going on travel status for related expense to be incurred out of his/her own pocket. Travel advance may not be used for personal loans, payment of airline tickets, pre-registration fees, reimbursement to employees for travel already incurred, etc. Travel advance shall be operated in compliance with generally accepted accounting procedures pursuant to RCW 42.24.120 as follows:
  - a. The advance travel amount must be established and maintained in accordance to procedures prescribed for petty cash (See Section 4, B).
  - b. Custodian will open checking account in a local bank in the name of the City in the name of "Advance Travel Expense Account" and allow the following transactions:
    - i. Amount establishing said fund or subsequently added;
    - ii. Refunds of any unexpended advances; and

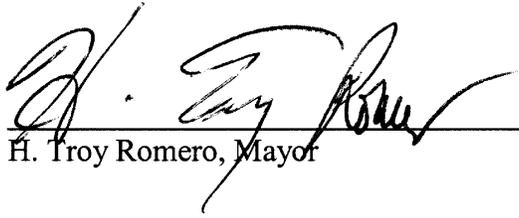


**SECTION 6: ADMINISTRATIVE PROCEDURES**

The City Manager and Finance Director may establish procedures to facilitate administrative compliance with City purchasing related policies established herein, or to comply with other State mandated financial oriented policies.

If any provisions of this Resolution are determined to be invalid or unenforceable for any reason, the remaining provisions shall remain in force and affect.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 21<sup>ST</sup> DAY OF FEBRUARY 2001**

  
\_\_\_\_\_  
H. Troy Romero, Mayor

Attest:

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

Approved as to form:

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

Filed with the City Clerk:	February 15, 2001
Passed by the City Council:	February 21, 2001
Resolution No.:	R2001-65



State of Washington  
DEPARTMENT OF GENERAL ADMINISTRATION  
**Office of State Procurement**

*Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400*  
<http://www.ga.wa.gov>

**STATE OF WASHINGTON  
INTERGOVERNMENTAL COOPERATIVE  
PURCHASING AGREEMENT FOR  
PUBLIC AGENCIES**

Pursuant to Chapter 39.34 RCW and to other provisions of law, the State of Washington, Department of General Administration, Office of State Procurement, Purchasing and Contract Administration, (hereinafter called the "Office of State Procurement" or "OSP"), and the following named public agency, \_\_\_\_\_ (hereinafter called the "Cooperative member") hereby enter into this Intergovernmental Cooperative Purchasing Agreement (hereinafter called the "Agreement"), the purpose of which is for undertaking governmental purchasing activity that each party is authorized by law to perform, upon the following terms and conditions:

- (1) The Cooperative member must be an agency, Cooperative member, or unit of local government of Washington state including, but not limited to, municipal corporations, quasi-municipal corporations, special purpose districts, and local service districts; any agency of Washington state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any Cooperative member of another state of the United States.
- (2) The Office of State Procurement, in contracting for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the State of Washington, agrees to contract on behalf of the Cooperative member, to the extent permitted by law and agreed upon by both parties. The Cooperative member accepts responsibility for compliance with any additional laws and regulations governing purchases by or on behalf of the Cooperative member.
- (3) The Office of State Procurement shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and shall either post the bid or solicitation notice on a web site established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or shall provide an access link on the State of Washington's web portal to the notice.
- (4) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of Cooperative member (s), the Cooperative member may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington, except that the contractor has the right to modify payment terms based on their credit assessment of the Cooperative member. Purchases by the Cooperative member may be made by a purchase order issued by the Cooperative member to the state contractor. The Cooperative member accepts full responsibility for payment for any goods and services it purchases under contracts negotiated by OSP with private vendors or items it purchases directly from OSP. The Cooperative member accepts responsibility for contract monitoring related to their use of these contracts.
- (5) The Cooperative member reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.
- (6) This Agreement shall be effective on the later of the two signatures dates appearing below, and shall continue in force until canceled in writing by either party.

## Exhibit 2

- (7) In the event that either the Office of the State Procurement or the Cooperative member is abolished, this Agreement shall continue in operation as to any public agency succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law. The Cooperative member may request a refund of unexpired membership exceeding three months, which may be approved by OSP at their discretion.
- (8) The Cooperative member agrees to use only contracts available to the Cooperative member and only in accordance with those contract terms and conditions. The Cooperative member further agrees that all purchases from OSP contracts will be made only for the direct use of the Cooperative member's programs (as covered by this agreement) and will not be made on behalf of other jurisdictions (Cooperative member").
- (9) The Office of State Procurement is required by Chapter 236-49-060 WAC to recover the costs of administering the state purchasing cooperative program from all its members. The Membership Fee Schedule below sets forth the fee structure for Cooperative members that are not Washington State Agencies, which is based on the total expenditures less debt service and interfund transfers, as reported in the Cooperative member's last audited financial statements. The Cooperative member shall be charged a membership fee based upon the self-declaration, as indicated by their signatory's initials in the first column of the Membership Fee Schedule below. The Cooperative member's self-determined membership fee is subject to change if not validated by OSP during its subsequent reviews. This membership fee is due upon subscribing for the first year of membership and by January 31 of the membership cycle. The membership term is January 1<sup>st</sup> 2008 through December 31<sup>st</sup> 2009. The Cooperative member agrees to pay the membership fee as a part of this Agreement. New memberships beginning after June 30 may be prorated and will be established at the discretion of OSP.
- (10) Membership fees are established every two years. The State Auditors' most recently published *Local Government Comparative Statistics* report will be used to verify membership fee. Where a Cooperative member is not reported separately in that document, audited financial statements as published in the State Auditors' Website will be used. The Superintendent of Public Instruction (OSPI) web site will be used to verify fee issues for School Districts. The most recent audited financial statement will be used as the authoritative source to resolve any issues regarding the Annual Membership Fee due from the Cooperative member. Any Cooperative member not reported in the OSPI or State Auditor's Websites, must submit a copy of its most recent audited financial statements to OSP. When a member does not have audited financial statements, the member shall provide internal budgets or financial statements to OSP if requested.
- (11) In addition to accessing State contracts established by the Office of State Procurement, custom contracting and procurement services are available for an additional predetermined fee. These include development of contracts and/or single requisitions that meet specific needs. The cost for these optional services, typically a flat fee, is established at the time of request.
- (12) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.
- (13) The Cooperative member shall be responsible for filing a copy of this Agreement with its county auditor's office.
- (14) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080. Similarly, by its signature below, the Cooperative member confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080.
- (15) **PAYMENT and NOTICES:** Payment shall be made to OSP at the address given herein. Further, any notice, demand or other communication required or permitted to be given under this Contract shall be made to the parties at the addresses provided below.

Mail: agreement and Payment to:

Exhibit 2

State of Washington, OSP PAF-Non/Prof Fund: 422 04 20 000214,  
 303 General Administration Bldg., P.O. Box 41008, Olympia, WA 98504-1008

**Cooperative member contact information:**

**Contact Person (To whom contract documents and related communications are to be mailed or faxed).**

Cooperative Member Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, St. Zip \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Federal Id #: \_\_\_\_\_  
 FAX Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Two-Year Membership Fee Schedule**

**Note: Expenditures below are net of debt service and inter-fund transfers**

Initial in box	Annual expenditures of more than	Annual expenditures of less than	Two-Year Membership Fee
	\$0.00	\$3,000,000	\$400
	\$3,000,001	\$7,500,000	\$1,000
	\$7,500,001	\$30,000,000	\$2,000
	\$30,000,001	\$68,000,000	\$4,000
	\$68,000,001	\$90,000,000	\$6,000
	\$90,000,001	\$150,000,000	\$8,000
	\$150,000,001	and over	\$10,000

The undersigned has read, understands and agrees to the terms and conditions of this agreement and this Authorized Signatory for the Cooperative member attests that the expenditure level initialed in the Membership Fee Schedule above is true and correct.  
 Cooperative member Authorized Signature: Applicant must provide an authorized signature.

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address (if not the same as above): \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_

**FOR OSP USE ONLY (Completed by OSP, this page will be returned to you in executed copy)**

Approved as to form: , AAG Date: 07/18/07 (signature on file)

OSP has assigned you Co-op member number, \_\_\_\_\_. Please provide this number when ordering from contracts or communicating with OSP.

**OSP AUTHORIZED SIGNATURE**

\_\_\_\_\_  
 Name Title Date

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO: R2007-291**

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**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE  
ECITYGOV ALLIANCE AND THE CITY OF SAMMAMISH  
REGARDING COOPERATIVE PURCHASING AND USE OF A  
SHARED SMALL WORKS ROSTER.**

WHEREAS, the eCityGov Alliance and the City of Sammamish desire to enter into a cooperative purchasing agreement for various supplies, materials, equipment and services; and

WHEREAS, the City of Sammamish desires to participate in the shared small works roster in which the eCityGov Alliance is the lead agency; and

WHEREAS, the eCityGov Alliance and the City of Sammamish are authorized to enter into this Agreement pursuant to RCW Chapter 39.34, The Interlocal Cooperation Act;

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

The City Manager is hereby authorized, and directed to execute on behalf of the City, an Interlocal Agreement with eCityGov for the purpose of cooperative purchasing and use of a shared small works roster, in a form substantially similar to that attached as Exhibit "A".

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING  
THEREOF ON THE 6<sup>th</sup> DAY OF NOVEMBER 2007.**

**CITY OF SAMMAMISH**

  
\_\_\_\_\_  
Mayor Mark Cross

ATTEST/AUTHENTICATED:

  
Melonie Anderson, City Clerk

Approved as to form:

  
Bruce L. Disend, City Attorney

Filed with the City Clerk: October 21, 2007

Passed by the City Council: November 6, 2007

Resolution No.: R2007-291

## **Amendment One To Interlocal Agreement Establishing eCityGov Alliance**

The Undersigned Cities having entered into an Interlocal Agreement recorded December 30, 2005, under King County Recording No. 20051230001144, establishing the eCityGov Alliance ( hereinafter referred to as “the Interlocal”), which replaced the previous eCityGov Alliance Agreement dated November 5, 2002, now, in consideration of the mutual promises herein stated, the above-referenced Interlocal Agreement is hereby amended as follows:

Section II- PURPOSE shall be amended to add a new paragraph F which shall read as follows:

F. Create economies of scale among Alliance members and subscribers by establishing and maintaining a cooperative purchasing process which includes but is not limited to the creation of a small works roster and shared procurement portal. The eCityGov Alliance shall be the lead agency for purposes of complying with the requirements of RCW 39.04.155, now or as hereafter amended.

Section VI- FINANCE & BUDGET Paragraph B shall be amended to add a new sentence which shall read as follows:

**Ownership of Property.** The Alliance may own real, personal and intellectual properties. The Principals will each have a percentage proportional ownership interest in all such property based upon the city’s population as a percentage of the total population of all Principal cities and will proportionally share in obligations and benefits, financial or otherwise, from such ownership interest. Whenever intellectual property is owned or assigned to the Alliance, any Principal may use components of the such intellectual property, at no cost, in order to develop its own intellectual property applications. In addition, anytime a member organization develops, on behalf of the Alliance, any intellectual property which is paid for exclusively by the Alliance, that intellectual property becomes the property of the Alliance.

In accordance with RCW 39.34.040, subsequent amendments to this Agreement, if any, may be published on the eCityGov Alliance web site, <http://www.ecitygov.net>, and / or the web sites of member cities, in lieu of recording with the King County Department of Records and Elections.

All other terms and conditions of the Interlocal shall remain the same.

Effective this 30th day of November, 2007.

CITY OF BELLEVUE

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

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

CITY OF BOTHELL

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

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

CITY OF SNOQUALMIE

\_\_\_\_\_  
Mayor

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

CITY OF ISSAQUAH

\_\_\_\_\_  
Mayor

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

CITY OF KENMORE

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

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

CITY OF KIRKLAND

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

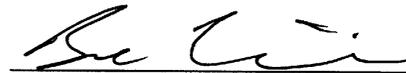
Date: \_\_\_\_\_

CITY OF MERCER ISLAND

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

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

CITY OF SAMMAMISH

  
\_\_\_\_\_

City Manager

Date: 11/07/07

CITY OF WOODINVILLE

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

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

Approved as to Form:

---

City Attorney  
City of Bellevue

---

City Attorney  
City of Bothell

---

City Attorney  
City of Snoqualmie

---

City Attorney  
City of Kenmore

---

City Attorney  
City of Issaquah

---

City Attorney  
City of Kirkland

Approved as to Form:

---

City Attorney  
City of Mercer Island



---

City Attorney  
City of Sammamish

---

City Attorney  
City of Woodinville

Exhibit 2

**Contract Check List**

Signed Contract

Certificate of Insurance

***For Public Works Projects Only***

Intent to Pay Prevailing Wages

Retainage Agreement

Labor & Materials Bond

Payment and Performance Bond

**Contract Check List**

Signed Contract

Certificate of Insurance

***For Public Works Projects Only***

Intent to Pay Prevailing Wages

Retainage Agreement

Labor & Materials Bond

Payment and Performance Bond

**Contract Check List**

Signed Contract

Certificate of Insurance

***For Public Works Projects Only***

Intent to Pay Prevailing Wages

Retainage Agreement

Labor & Materials Bond

Payment and Performance Bond

**Contract Check List**

Signed Contract

Certificate of Insurance

***For Public Works Projects Only***

Intent to Pay Prevailing Wages

Retainage Agreement

Labor & Materials Bond

Payment and Performance Bond



To: Purchasing Office

From: \_\_\_\_\_

Subject: Sole Source Request for Purchase of: \_\_\_\_\_

Requested Supplier: \_\_\_\_\_

Cost Estimate: \$ \_\_\_\_\_

Sole source purchases are defined as clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and cost effective feature requirement. The use of sole source purchases shall be limited only to those specific instances which are totally justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED: My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

\_\_\_\_\_  
Signature of Requestor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Dept Head

\_\_\_\_\_  
Date

Please attach Sole Source Justification to this form



SOLE SOURCE JUSTIFICATION

Requisition Item:

Requisition Supplier:

1. Please describe the item and its function:

2. This is a sole source because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard
- sole provider of factory-authorized warranty service
- sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- sole regional authorized distributor for the required product
- the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (please attach information on market price survey, availability, etc)

3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.

4. What steps were taken to verify that these features are not available elsewhere?

Other brands/manufacturers were examined (Please list phone numbers and names and explain why these were not suitable)

Other vendors were contacted (Please list phone numbers and names, and explain why these were not suitable).

**Exhibit B**



***REQUEST FOR CONSULTANT PAYMENT***

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

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
 Authorized signature

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

***For Department Use Only***

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_

***Finance Dept.***

Check # \_\_\_\_\_ Check Date: \_\_\_\_\_

Exhibit B



**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*

<b>Finance Dept.</b>	
Check # _____	Check Date: _____



RESALE CERTIFICATE

- 1. Name of Seller:
2. Name of Buyer/Business:
3. Address of Buyer:
4. Buyer's Tax Registration Number:
5. Buyer is in the business of:
6. Types of items purchased for resale:

The buyer certifies that it is purchasing the items listed on line 6 (please check appropriate box):

- For resale in the regular course of business without intervening use.
For use as an ingredient or component part of a new article of tangible personal property to be produced for sale,
as a chemical to be used in processing a new article of tangible personal property to be produced for sale, or
for use as feed, seed, seedlings, fertilizer, or spray materials in its capacity as a farmer.

The buyer acknowledges that it is solely responsible for purchasing within the categories listed on line 6. The buyer acknowledges that misuse of the resale privilege subjects the buyer to a penalty of 50 percent of the tax due, in addition to the tax, interest, and any other penalties imposed by law.

Print Name: Name of Person Authorized By the Buyer to Sign the Resale Certificate

Signature: Signature of Authorized Agent of the Buyer

Effective Date: through (Not To Exceed 4 Years)

Date Signed:

Seller must maintain a copy. Please do not send to Department of Revenue. Reference Rule and Statute (RCW 82.08.130 and WAC 458.20.102)



**Finance Department**

Mailing Address: 801 228<sup>th</sup> Avenue SE; Sammamish WA, 98075

Physical Address: 801 228<sup>th</sup> Avenue SE Sammamish, WA 98075

Phone: (425) 295-0660

Fax: (425) 295-0669

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

Firm Name

By \_\_\_\_\_ Title \_\_\_\_\_

Signature

**CITY APPROVAL**

Approval of Investment Program and Retainage Agreement

\_\_\_\_\_  
Finance Department

\_\_\_\_\_  
Date

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_







Purchasing Manual

SOURCES OF INFORMATION

- Association of Washington Cities website  
<http://www.awcnet.org/>
- City Of Bellingham Purchasing  
<http://www.cob.org/services/business/purchasing.aspx>
- City Of Lynnwood Purchasing Policy  
<http://www.ci.lynnwood.wa.us/Content/Business.aspx?id=9>
- City of Ocean Shores
- City of Port Townsend
- City Of Redmond Finance Handbook (updated 1/4/2008)
- City Of Seattle Purchasing Dept (Nancy Locke)  
<http://www.seattle.gov/contract/default.htm>
- City of Shoreline (1<sup>st</sup> Class Code City)  
[purchasing@ci.shoreline.wa.us](mailto:purchasing@ci.shoreline.wa.us)
- City of Yakima  
<http://www.ci.yakima.wa.us/services/purchasing>
- ECitygov Alliance Shared Procurement Portal  
<http://WaGovBiz.net>
- Mike Purdy's Public Contracting  
<http://publiccontracting.blogspot.com/>
- MRSC  
<http://www.mrsc.org/Subjects/PubWorks/pb/pb.aspx>
- NIGP National Institute of Government Purchasing  
<http://www.nigp.org/default.htm> National Chapter  
<http://www.wanigp.org/index.cfm> Washington Chapter



Purchasing Manual

- PNPPA – Pacific NW Public Purchasing Assoc. E-mail Listserv
- Revised Code of Washington  
<http://apps.leg.wa.gov/rcw/>
- Washington State Purchasing Manual  
<http://www.ga.wa.gov/PCA/Manual.htm>
- Washington State General Administration Purchasing  
<http://www.ga.wa.gov/Purchase/index.html>



## Glossary

**Award:** The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder.

**Best Buy:** A cost effective direct purchase from a source other than a mandatory or convenience state contract or Central Stores.

**Bid Evaluation:** The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements and to ascertain other characteristics of the bid that relate to determination of the successful bidder.

**Bid Limits:** Dollar amounts below which competitive bids or the small works roster process are not required for the purchase of equipment, supplies or materials or for public works projects.

**Bid Opening:** The formal process through which bids are opened and the contents revealed for the first time.

**Competitive Bids:** A process through which there is competition following advertisement in designated legal newspapers and other media for equipment, supply, material and public works contracts, open to all suppliers, vendors, and contractors, and in which price is the primary basis for consideration and contract award.

**Conflict of Interest:** A situation where the personal interests of a contractor, public official or employee are, or appear to be, at odds with the best interest of the City.

**DOR:** Washington State Department of Revenue

**Emergency:** Is defined, uniformly for all classes and types of municipalities as unforeseen circumstances beyond the control of the municipality that either: 1) present a real, immediate threat to the proper performance of essential functions or 2) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. RCW 43.19.200

**Emergency Purchase:** A purchase made pursuant to the above RCW in which the normal competitive purchasing procedures have been waived by a declaration of emergency issued by the agency director.



## Purchasing Manual

**FOB:** “Free On Board” or “Freight On Board”. When designated FOB Destination, this means that the carrier owns the merchandise until it reaches your door (destination) and there won’t be a separate invoice for freight. In anything happens to the merchandise during shipping, the carrier is responsible for filing the claims – not the City. FOB determines at what point the ownership transfers. If an item is FOB origin, the City owns the merchandise from the point of shipping while it is in transit.

### **Formal Bid Process:**

- Invitation to Bid (ITB)
- Request for Quotation (RFQ)
- Request For Bid (RFB)
- Evaluate Bids (confidential process)
- Notify successful and non-successful vendors (at the same time)
- Rejected bids (non responsive – notify as soon as bid comes in)

**Informal RFP (Request For Proposal):** The form utilized to solicit written proposals from potential suppliers on items that are less than the competitive sealed bid threshold. Both cost and non-cost factors are evaluated in addition to conditions of responsiveness and responsibility to achieve best value. A weighted point assignment method of evaluation may be used if considered appropriate.

**ITB (Invitation to Bid):** Is a competitively sealed bid that formally tabulates and determines the lowest and best bidder based on price alone, while rejecting bids if they are not responsive to all requirements or responsible. Process:

- Advertise
- Have a formal public bid opening
- Select lowest price

**LSWR:** Limited Small Works Roster may be used for public works projects under \$35,000

**Ordinary Maintenance:** defined as “work not performed by contract and that is performed on a regularly scheduled basis – even seasonally – but not less than once a year – to service, check or replace items that are not broken; or work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary” (WAC296)

**Performance Bond:** RCW 39.08.010 requires municipal governments to call for a performance and payment bond. The bond is to be issued by a surety company licensed to do business in Washington. It is to be conditioned that the contractor shall faithfully perform all the provisions of such contract and pay all laborers, mechanics and subcontractors and all persons who supply such person or persons, or subcontractors with provisions and supplies for the carrying on of such work.



**Prevailing Wages:** RCW 39.12 The Prevailing Wage Law requires that workers are paid a certain hourly wage for **all** public works and public service maintenance contracts, **no matter what the dollar amount.** The Department of Labor & Industries administers the law. Prevailing wages apply to any worker, laborer, or mechanic performing public works. It does not apply to work that is clerical, executive, administrative or professional.

**Professional:** A vocation, calling, occupation or employment involving labor, skill, education, special knowledge and compensation for profit, but the labor and skill involved is predominantly mental or intellectual, rather than physical or manual.”

**Public Works:** RCW 39.04.010 defines the term "public work" to include all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. It includes, but is not limited to: Demolition, Remodeling, Renovation, Maintenance, Painting, Road construction, Utilities construction.

**Quotes:** A process through which written or electronic quotes are solicited from suppliers and vendors for equipment, supply and material contracts with total estimated costs below the bid limits following notification as established by local agency policies, if any, and in which price is the primary basis for consideration and contract award.

**RCW:** “Revised Code of Washington” – Permanent laws of the State of Washington in force.

**Responsible Bidder:** A person who has the capability in all respects to perform in full the contract requirements and meets the elements of responsibility as defined in RCW 43.19.1911

**Responsive Bidder:** A person whose bid conforms in all material respects to the terms and conditions, the specifications, and other requirements of a solicitation.

**Retainage:** RCW 60.28.011 requires municipal governments to withhold 5% of money due the contractor for a public improvement or work until completion and/or acceptance of the contract. This money is to be set aside as a trust fund for the protection and payment of anyone who performs labor, provides materials, supplies or equipment or subcontracts to the prime contractor. The State Dept of Revenue has lien rights against this fund for payment of unpaid taxes and the Dept of Labor & Industries has lien rights for non-payment of prevailing wages.



## Purchasing Manual

**RFP: (Request For Proposal):** Competitive sealed bid process. A solicitation where price, vendor qualifications, and technical responsibility and responsiveness are weighed and evaluated. See Formal Bid Process

**RFQ: (Request For Quotation)** Informal solicitation for items below the competitive sealed bid threshold. The request and the quote in response may be either written or oral as specified by the purchasing activity. Generally asking for the price of goods or services.

**RFQ: (Request for Qualifications)** Normally done before hiring a consultant (Professional/Technical/Architect/Engineering). You are asking for the services the offer, similar projects performed, principal employees, company overview, etc. Not to be confused with the RFQ above that is simply asking for a price quotation for goods and services.

**Sales Tax Exemption:** Sales tax is exempt from labor and services rendered for the building, repairing or improving of any street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel or trestle owned by a city or town which is used primarily for pedestrian or vehicle traffic. Materials used in constructing these projects are not exempt from the sales and use tax, only labor. (RCW 82.04.050(8))

**Sealed Bid:** A bid that has been submitted in a sealed manner, either manually or electronically, to prevent its contents being revealed or known before the deadline for submission of all bids. Required by RCW 43.19.1906 to enhance competition.

**Services:** Are non public works activities requiring labor, equipment, supplies and materials for which an agency contracts, on a periodic and/or routine basis. Examples include: yearly contracts for snow and ice removal customized software & support as opposed to “off the shelf” programs; landscaping contracts, maintenance contracts for office equipment (<http://www.mrsc.org/Subjects/PubWorks/pb/services.aspx#services>)

**Single Source Purchase:** A purchase of goods or services which is clearly and legitimately limited to a single source of supply.

**Sole Source Purchase:** Purchases which are clearly and legitimately limited to a single source of supply and purchases involving special facilities, services or market conditions, in which instances the purchase price may be best established by direct negotiation.

- Vendor is the original equipment manufacturer
- Parts of the equipment are not interchangeable
- Nothing else will meet the specialized needs



Purchasing Manual

**Solicitation:** The process of notifying prospective bidders or offerors that the purchasing activity desires to receive competitive bids, quotes or proposals for furnishing goods or services. Also includes reference to the actual document used in that process.

**SOQ:** Statement of Qualifications. Required for Professional, Technical, Architects & Engineering contracts.

**SPP:** Shared Procurement Portal at <http://www.waGovbiz.net> . Contains the eCityGov Alliance Rosters

- Small Works Roster
- Architectural & Engineering Roster
- Supply Vendor Roster
- General Services Roster
- Legal Services Roster

**SWR:** Small Works Roster. A process through which there is competition following notification to some or all public works contractors who have requested placement on a roster kept by the local government agency, in which price is the primary basis for consideration and contract award. The City of Sammamish recognizes the Shared Procurement Portal (<http://www.wagovbiz.net>) as its official Small Works Roster according to R2007-291

**WAC:** Washington Administrative Code: Regulations of executive branch agencies are issued by authority of statutes. They are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency.



## CITY COUNCIL AGENDA BILL

---

**Subject:**

Consultant Contract Approval: Non- motorized Project Cost Estimates and Prioritization Analysis and Report

**Meeting Date:** April 15, 2008

**Date Submitted:** April 10, 2008

**Originating Department:** Public Works

**Clearances:**

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

**Action Required:**

Authorize the City Manager to execute a contract with Gray & Osborne for completion of the city's non-motorized project prioritization work.

**Exhibits:**

1. Contract executed by Gray & Osborne, including scope of work and cost proposal for completing the project scope.

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**Budgeted Amount:** \$3,080,000 remains in the adopted 2008 budget for completion of non-motorized projects in the city.

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**Summary Statement:**

This contract authorizes the consulting engineering firm of Gray & Osborne to provide assistance to the city in completing preliminary work on our non-motorized project prioritization and selection. The work to be completed by the consultant includes: updating the cost estimates for all of the projects included on the non-motorized project list, recommending an appropriate project scope for each of the projects on the list, helping staff and council finalize the criteria to be used to prioritize the projects on the list, running all of the projects through the criteria to come up with a draft recommended prioritized project list, revising the list following council review and input and providing a final written report for all of this work. It is anticipated that the City Council would then adopted the final non-motorized project report and the prioritized project list contained in the report. Once adopted, staff will proceed with completion of the highest priority projects on the Council approved project list. The cost for the consultant to complete this work is not to exceed \$54,620, including a \$5,000 management reserve that can be authorized at the City manager's discretion.

**Background:**

The city has a list of approximately 45 to 50 requested non-motorized improvement projects. These project requests have come from citizen, staff, council members, the school districts, etc. In 2004, Gray & Osborne completed cost estimates for approximately 1/3 of the projects on the current project list. Since 2004, a number of new projects have been added to the project list, some projects have been completed, the scope of some projects has changed and construction costs have increased substantially. For these reasons, staff recommends updating the scope and cost estimates for all of the projects on the list.

Over the past year, the Council and staff have completed some work on the criteria to be used for prioritizing the projects on our non-motorized project list. While this work is a high priority for both Council and staff, vacancies in our engineering area have made it impossible for the staff to devote any time to completing this work. Staff is therefore recommending that Gray & Osborne be retained to complete this work so that design and construction work can move forward on the highest priority projects that are ultimately selected by the City Council. Gray and Osborne has completed similar non-motorized project prioritization work for other jurisdictions in the past and will bring that experience to completion of our project.

**Financial Impact:**

This contract is for a not to exceed amount of \$54,620. Staff is recommending that this work be funded through the use of a small portion of the funding contained in the adopted 2008 budget for the non-motorized project program. There is currently \$3,080,000 remaining unexpended in the 2008 budget in this program. Approval of this contract with Gray & Osborne will leave \$3,025,380 in the non-motorized program budget to be used for design and construction of the Council's highest priority non-motorized project(s).

**Recommended Motion:**

Move to authorize the City Manager to execute a consultant services agreement with Gray & Osborne in an amount not to exceed \$54,620.00 for completion of a non-motorized prioritization analysis, including prioritization criteria, costs estimates, project scope recommendations and a final report.

**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: Gray & Osborne, Inc.

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

X A sum not to exceed - \$54,620.00

\_\_\_ Other (describe): \_\_\_\_\_  
\_\_\_\_\_

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2008, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not. Reuse by the City of any products provided by the Consultant for any other project without written permission of the Engineer shall be at the City's own risk.

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.

## Exhibit 1

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the negligence of the City.

### 7. **Insurance.**

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

#### **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

#### **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

#### **Other Insurance Provisions**

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

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

#### **Verification of Coverage**

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

## Exhibit 1

### 8. Record Keeping and Reporting.

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

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

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

### 10. Termination.

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

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

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

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

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

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

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

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant warrants that for 2 years following termination of this contract, no officer, agent or employee of Consultant will enter into any contract or agreement with any entity that is currently engaged in litigation with the City or which is in the future engaged in or has threatened litigation with the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

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

15. Non-appropriation of funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make

Exhibit 1

payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

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

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

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

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

Gray & Osborne, Inc.  
701 Dexter Avenue North, Suite 200  
Seattle, WA 98109  
Phone number: (206) 284-0860

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: \_\_\_\_\_

By: *Thomas M. Zuelo*

Title: City Manager

Title: President

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

Date: *April 9, 2008*

Attest/Authenticated:

Approved As To Form:

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

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

**EXHIBIT A**  
**SCOPE OF WORK**  
**SIDEWALK PRIORITIZATION STUDY**

The City of Sammamish desires to prioritize 45 proposed sidewalk improvement projects. The prioritization will be based on the scoring matrix provided by the City (see Exhibit D). The scoring matrix will include an engineer's estimated cost for each project.

Preliminary estimated project costs for 18 of the 45 projects were developed in 2004. The City desires the 2004 estimated project costs to be escalated to 2009 costs. Six of the 45 proposed projects conform to the City Standards. The City desires estimated project costs be completed for the requested proposed sidewalk improvements, improvements conforming to the City's Standards, and a recommended alternative considering site constraints, traffic volumes, and safety.

**Task 1 – Project Management**

- A. Provide overall project management to include resource management, schedule of deliverables, and monitoring of budget.
- B. Provide quality assurance/quality control review of engineering products.

**Task 2 – Scoring Proposed Sidewalks**

- A. The Consultant will review the City Council's proposed scoring and will develop a standard scoring format and submit it to the City for review and comment. The Consultant will incorporate the City's comments on the standard scoring format.
- B. Upon receiving City approval of the standard scoring format, the Consultant will prepare a scoring sheet for each proposed sidewalk project based on the City's scoring matrix. To complete the matrix a site visit to each of the 45 proposed sidewalk projects will be conducted.

**Task 3 – Preliminary Project Estimates**

- A. The Consultant will develop a standard estimated project cost sheet format and submit it to the City for review and comment.
- B. The Consultant will develop two estimated project costs for 6 of the proposed projects which conform to City Standards.
- C. The Consultant will develop three estimated project costs for 39 of the proposed projects. One of the estimates will reflect the improvements required by the City Standards and the other will reflect the improvements listed on the 2008 Sidewalk Requests (see Exhibit D). Each project cost estimate will include a photograph of the site.

**Task 4 - Final Documentation**

- A. Prepare a color aerial map showing the location of each proposed sidewalk improvement project, the pedestrian trip generators, and wetlands.
- B. Prepare a bound 2008 Sidewalk Prioritization Study. The Study will include a summary sheet that includes the project description, road classification, score and estimated project cost for each

## Exhibit 1

### **Task 5 – Meetings**

- A. Review the results of the Sidewalk Prioritization Study with the City of Sammamish staff and City Council. Two meetings are assumed.

### **Task 6 – Management Reserve Fund**

- A. Provide additional services as may be desired by the City. Additional services will be provided after receiving written direction from the City.

The Consultant will provide:

- Five copies of the bound Sidewalk Prioritization Study
- Two Proposed Sidewalk Location Map

Data provided by City:

- City scoring criteria.
- Map (electronic file) showing the location of wetlands, streams and steep slopes
- Accidents Reports for 2005-2007, for the location of each street improvement
- Traffic volumes in the vicinity of all proposed sidewalk improvements
- Map (electronic file) of City streets and/or right-of-way corridors with current sheet names noted thereon.

Note: Gray & Osborne shall be entitled to utilize City provided data in the preparation of their work product for the City as it pertains to this Project.

**EXHIBIT "A"**  
**ENGINEERING SERVICES**  
**SCOPE AND ESTIMATED COST**

*Sidewalk Evaluation*

Tasks	Principal/ Project Mgr. Hours	Civil Eng. Hours	CADD Tech. Hours
1 Project Management	10		
2 Scoring Proposed Sidewalks	12	144	
3 Preliminary Project Estimates	16	200	
4 Final Documentation	10	24	24
5 Meetings	16		
Hour Estimate:	64	368	24
Estimated Hourly Rates:	\$47	\$34	\$26
Direct Labor Cost	\$3,008	\$12,512	\$624

Subtotal Direct Labor: \$ 16,144  
 Indirect Costs (162%): \$ 26,153  
 Total Labor Cost: \$ 42,297  
 Fee (15%): \$ 6,345  
 Subtotal Labor & Fees: \$ 48,642  
 Direct Non-Salary Cost:  
     Mileage ( \$0.50/mile ) & Misc. Expenses (Printing, Photos, etc.) \$ 978  
 Management Reserve Fund \$ 5,000

**TOTAL ESTIMATED COST: \$ 54,620**

Exhibit 1

EXHIBIT B  
City of Sammamish  
Billing Invoice

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

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

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	

<b>Authorization to Pay: \$</b>
Account Number:
Date:
Approval:

Approved for Payment by: \_\_\_\_\_

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

Exhibit 1

EXHIBIT C  
CITY OF SAMMAMISH  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone: (425) 295-0500  
FAX: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation                       Partnership                       Government Consultant  
 Individual/Proprietor                       Other (explain)

TIN No.: 91-0890718

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

Print Name: Melissa Drysdale

Title: Financial Manager

Business Name: Gray & Osborne, Inc.

Business Address: 701 Dexter Avenue N., Suite 200

Seattle, Washington 98109

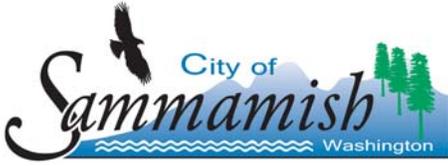
Business Phone: (206) 284-0860

\_\_\_\_\_  
Date

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

Exhibit 9  
 Exhibit 9  
 Proposed Non-Motorized Project Scoring System

Criteria	Point Value			
	1/4 Mile Radius	1/2 Mile Radius	3/4 Mile Radius	1.0 Mile Radius
<b>Pedestrian Trip Generators</b>				
Schools	20	15	10	5
(If on designated School Walk Route add)	10	10	5	5
Public Park	20	10	5	5
Commercial Area	15	10	5	0
Public Buildings (including Library, "Y", City Hall, etc.)	10	5	0	0
Transit Stop / Park and Ride Facility	10	5	0	0
Churches	5	0	0	0
<b>Street Classification</b>				
Principal Arterial	20			
Minor Arterial	15			
Collector Arterial	10			
Neighborhood Collector	5			
<b>Roadway Characteristics</b>				
Narrow (0'-4') Shoulders both sides	20			
Wider Shoulders (5'+), one side	5			
<b>Environmental Considerations</b>				
Wetlands - Class 1	-20			
Wetlands - Class 2	-15			
Wetlands - Class 3	-10			
Stream Crossings	-10			
Steep Slopes	-10			
<b>Safety Criteria</b>				
Up to twenty five (25) points, based on the number of pedestrian / bicycle and vehicular crashes per mile along the roadway (within the last three (3) year period) will be assigned according to the following formula:				
2 X # of crashes per mile within last three years (rounded down)				
Example: # of crashes within last three years = 7				
Length of roadway segment = 2.0 miles				
2 X 7 crashes / 2.0 miles = <b>7 points</b>				
Up to twenty (20) points, based on the number of pedestrian plus bicycle crashes along the roadway within the last three (3) year period, will be assigned according to the following				
Number of Pedestrian Plus Bicycle Crashes	Points			
0	0			
1	5			
2	10			
3	15			
>3	20			
<b>Miscellaneous Criteria</b>				
Missing Link	5			
On TBP Plan <i>on website</i>	5			
ROW Required	Y/N			
TIP Project Year				
Proponent(s)				



## CITY COUNCIL AGENDA BILL

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**Subject:**  
Transit Now Direct Financial Partnership Agreement

**Meeting Date:** April 15, 2008

**Date Submitted:** April 9, 2008

**Originating Department:** Public Works

**Action Required:**

- Authorize the City Manager to execute an Agreement with King County for additional transit service on Metro Route 269.

**Clearances:**

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

**Exhibits:**

1. Transit Now Direct Financial Partnership Agreement

---

**Budgeted Amount:** \$56,520 per year for five years (\$282,600 total Agreement cost). \$44,000 in current 2008 Transportation Capital Improvement Fund.

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**Summary Statement:**

The City of Sammamish has teamed with the City of Redmond, Microsoft, and the City of Issaquah to form a partnership with King County Metro to provide additional peak-hour transit service between Overlake and Issaquah through Sammamish along 228<sup>th</sup> Avenue.

**Background:**

The Transit Now initiative to expand transit service was approved by King County voters in the general election in November 2006. This initiative includes a new opportunity for organizations to form partnerships with King County Metro for additional transit service. Under these partnerships, an organization's funds are matched by Metro on a 2-to-1 basis.

Staff developed a proposal for added peak-hour, peak-direction service on Metro Route 269 (route 269 travels between Issaquah and Overlake through Sammamish along 228<sup>th</sup> Avenue.

This proposal for added service on Route 269 was selected by King County Metro as a part of a competitive selection process. The Sammamish-led proposal was ranked fourth out of fourteen submittals.

This partnership agreement will improve peak period, peak direction service on Route 269 between the Overlake Urban Center in Redmond and the Cities of Sammamish and Issaquah. (The peak direction is towards Overlake in the AM and returning towards Issaquah in the PM). Service frequency will be increased to every 20 minutes in the peak direction with 3 added AM trips and 4 added PM trips. Metro is scheduled to implement these new trips at the September 2008 service change.

**Financial Impact:**

The Agreement term is five years. Annual payments of \$56,520 are required. Total cost of the agreement over the five-year term is \$282,600.

Total annual cost of service improvements is \$565,190, to be paid as follows:

King County Metro:	\$ 376,790	66 2/3 %
<b>City of Sammamish:</b>	<b>\$ 56,520</b>	<b>10%</b>
City of Redmond:	\$ 56,520	10%
Microsoft:	\$ 56,520	10%
City of Issaquah:	\$ 18,840	3 1/3 %

King County will bill the City two times per year for our share of this increased transit service. Since the additional service does not go into effect until September of this year, the current 2008 Transportation Capital Fund budget (Fund 340) of \$44,000 will be enough to cover the City's 2008 share of this added service. Future budget requests will be increased to reflect the City's proportionate share of payment for this increased transit service.

**Recommended Motion:**

Move to authorize the City Manager to execute an agreement with King County for additional transit service on King County Metro Route 269.

**TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT  
BY AND BETWEEN  
KING COUNTY  
AND  
THE CITIES OF SAMMAMISH, REDMOND AND ISSAQUAH, WASHINGTON  
AND  
MICROSOFT CORPORATION**

**THIS TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT** (the "Agreement") is made by and between King County, a political subdivision of the State of Washington and home rule charter county with broad powers to provide public transportation within the County's geographic boundaries, by and through the King County Department of Transportation, Metro Transit Division (the "County" or "Metro Transit"), the cities of Sammamish, Redmond and Issaquah (each a Washington municipal corporation) and Microsoft Corporation (a Washington corporation) ("Service Partner," whether one entity or multiple entities), all of which entities may be referred to hereinafter individually as "Party" or collectively as the "Parties."

**WHEREAS**, in September 2006 the King County Council adopted Ordinance 15582, the *Transit Now* ordinance, directing the submission of a proposition to King County voters to fix and impose an additional sales and use tax of one-tenth of one percent to fund expansion of the King County Metro public transportation system and a variety of transit service improvements; and

**WHEREAS**, the *Transit Now* ordinance identified a number of transit service measures to be implemented using the one-tenth of one percent sales and use tax collected through *Transit Now* that focus on capital, operating, and maintenance improvements that are expected to expand and improve bus service on local streets and arterials within King County; and

**WHEREAS**, mutually beneficial contractual arrangements with other public and private entities ("service partnerships") that leverage public and private funds to provide both new and better bus service to cities and major employers is one of four key strategies (the "Service Partnership Program") identified in the *Transit Now* proposition approved by King County voters in the general election on November 7, 2006; and

**WHEREAS**, the Service Partnership Program is also designed and intended to support the service development objectives and financial strategies of the *Six-Year Transit Development Plan for 2002-2007*, and its successor, the *Ten-Year Strategic Plan for Public Transportation 2007-2016*;

**WHEREAS**, the *Ten-Year Strategic Plan for Public Transportation 2007 – 2016* adopted by the King County Council November 13, 2007 Strategy IM-3 exempts service partnerships, schedule maintenance, contracted services or partnership agreements from subarea allocation and reduction requirements; and

**WHEREAS**, Service Partner has submitted an application for a direct financial partnership for transit service and has met the criteria established by the County for awarding such partnerships; and

**WHEREAS**, the proposal submitted by Service Partner has been deemed to show a potential gain in ridership; and

**WHEREAS**, the proposal submitted by Service Partner has been approved by the King County Council,

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION,**

**THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES,  
THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to enter into a mutually beneficial contractual relationship for enhanced transit services consistent with the goals and directives of the *Transit Now* ordinance and initiative as authorized by King County Council Ordinance 15582 (approved in September 2006) and passed by the voters of King County as *Transit Now* in the general election on November 7, 2006 to leverage sustainable local resources for transit service and to increase transit ridership.

This Agreement establishes the responsibilities of the Parties in relation to the transit service partnership, including methods for financing, implementing, monitoring, improving and terminating the partnership.

**2. COUNTY'S RESPONSIBILITIES**

2.1 The County will provide transit service enhancements in accordance with the service specifications set forth in Attachment A, which is incorporated herein and made a part of this Agreement by this reference, pursuant to which the County and Service Partner will share the fully allocated cost of the increased service hours at a rate of not more than two-thirds from County funds to not less than one-third from Partner funds (actual contribution specified in Attachment A). Fully allocated costs include the cost of fuel, maintenance, driver wages, service supervision, infrastructure maintenance, revenue collection, scheduling, rider information, data analysis; and administrative and management costs. The County's cost allocation model will be used to determine the Service Partner's contribution. The County will manage the service in accordance with its regular procedures and as may be further specified in this Agreement. The Parties understand and agree that, notwithstanding Service Partner's financial contribution, the transit service referenced herein will be open to the general public.

2.2 The County will include the new transit service enhancements provided for under this Agreement in its annual route performance monitoring. Enhanced transit service provided for via service partnerships will be expected to perform at or above the subarea average for its particular type of service in at least three of the four standard indicators monitored in Metro's annual *Route Performance Report*:

- a) Rides per revenue hour;
- b) The ratio of fare revenue to operating expense;
- c) Passenger miles per revenue hour; and
- d) Passenger miles divided by platform miles.

2.3 More specific benchmarks applicable to the enhanced transit service provided for herein are set forth in Attachment A. Three (3) years after implementation of the enhanced transit service provided for herein and annually thereafter, the County will make a determination as to the productivity and viability of the service. The County will notify Service Partner of its assessment of the service's productivity, performance, and ongoing viability. If the County deems that changes can be made to improve the service, the County and Service Partner will discuss possible modifications and may agree on any decisions to modify the service enhancements provided for herein, provided, however, that any such modifications shall be consistent with the requirements set forth in KCC 28.94.020(B)(2). After consultation with Service Partner, if the County determines that the enhanced service provided for herein is not viable based upon performance, and proposed changes are insufficient to boost productivity beyond a minimum threshold as may be established and the Parties cannot agree on a substitute investment on a different route or a different corridor, the County will notify Service Partner of its intention to terminate the Agreement.

**3. SERVICE PARTNER'S RESPONSIBILITIES**

- 3.1 **Monetary Contributions.** Service Partner will contribute, via payment of billings from the County twice per year, as specified in Section 5.1 of this Agreement, at least one-third of the fully allocated cost of the enhanced service described in Attachment A, in an amount not less than US\$100,000 per year for five (5) years to add to existing transit service or a minimum of US\$200,000 per year for five (5) years to implement new transit service. The foregoing dollar amounts represent the minimum monetary contributions that Service Partner will be responsible for pursuant to this Agreement. The amount of Service Partner's actual yearly monetary contributions, over and above the minimum yearly contributions specified in this Subsection 3.1, are to be determined by application of the cost allocation calculation specified in Attachment A, which is attached hereto and incorporated herein by this reference. If application of that cost allocation formula yields a higher dollar amount, Service Partner shall pay the larger amount.
- 3.2 **Transit Service Enhancements.** In addition to the financial contributions referenced in Subsection 3.1, Service Partner will undertake a number of additional actions that are expected to increase ridership on the enhanced bus services provided for herein, including, but not limited to implementation of transportation demand management programs, parking management, service promotions, and communication infrastructure and transit signal priority improvements. The transit service enhancements to be undertaken by Service Partner pursuant to this Agreement are set forth more fully in Attachment A, which is attached hereto and incorporated herein by this reference. The Parties acknowledge and agree that the goal of this Agreement is to increase ridership. Toward that end, the Parties agree to work together in good faith to refine the details of the required transit service enhancements in order to assure effective and timely implementation.

**4. TERM OF AGREEMENT AND APPROVAL BY KING COUNTY COUNCIL**

- 4.1 This Agreement shall commence upon signing by the Parties and, for each service specified in Attachment A, expire five (5) years after the start of that service, unless extended or earlier terminated pursuant to the terms of this Agreement. If after five (5) years the enhanced transit service is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of this Agreement and the additional performance benchmarks specified in Attachment A, and Service Partner desires to have Metro Transit continue to provide the enhanced transit service beyond the initial five year period, this Agreement may be extended by the Transit General Manager for an additional five years without additional approval by the King County Council.
- 4.2 This Agreement is subject to review and approval by the King County Council and, if necessary, the governing bodies of any other governmental entities that are a Party to this Agreement.

**5. INVOICES/PAYMENT PROCEDURES**

- 5.1 The County will invoice Service Partner twice each year for its contribution, as specified in Section 3.1 of this Agreement, to the transit service provided for herein. Service Partner will receive two (2) billings each calendar year for the actual costs incurred by the County to operate or manage the service.
- 5.2 An estimate of the total service costs based on scheduled service hours is shown in Attachment A. This estimate will be adjusted in January each year, based on the per mile and per hour rates for that year. This adjustment will be provided to the Service Partner.

- 5.3 Service Partner shall make payment within forty-five (45) days after receipt of an invoice. Should Partner fail to pay the County the amount due within forty-five (45) days of receipt of a billing invoice from the County, a late payment assessment shall be applied to any outstanding balance due for that invoice. The late payment assessment shall be fixed at the maximum rate allowable under Washington state law.

**6. INDEMNIFICATION AND LEGAL RELATIONS**

- 6.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.
- 6.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.
- 6.3 Each Party shall protect, defend, indemnify and save harmless the other Party, its elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 6.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 6.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, located in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 6.6 The provisions of this section shall survive any termination of this Agreement.

**7. CHANGES AND MODIFICATIONS**

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto. Such amendments and modifications may be executed by the General Manager of the County's Transit Division without additional Council approval, so long as any such amendments are consistent with the intent and purpose of this Agreement.

**8. TERMINATION OF AGREEMENT**

- 8.1 Either Party may terminate this Agreement, in whole or in part, in writing if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other; provided, however, that, insofar as practicable, the Party terminating the Agreement will give not less than 135

calendar days prior to the County's February, June or September service change, by written notice delivered by certified mail, return receipt requested, of intent to terminate.

8.2 In addition to termination under Paragraph 8.1 of this Section, the County may terminate this Agreement pursuant to the provisions of Section 2.3 of this Agreement, in whole or in part, provided, that Service Partner will be given not less than 135 calendar days prior to the County's February, June or September service change, by written notice delivered by certified mail, return receipt requested, of intent to terminate.

8.3 If either Party terminates, Partner will pay the County a pro-rated amount for services performed in accordance with the Agreement to the date of termination.

9. **FORCE MAJEURE**

Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event, however, shall this provision eliminate the obligation to make payment to the County for work performed in accordance with this Agreement.

10. **WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized Parties and attached to the original Agreement.

11. **ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that neither Party shall assign or transfer in any manner any interest, obligation or benefit of this Agreement without the other's prior written consent.

12. **NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties hereto and their respective successors and assigns any rights or remedies under or by virtue of this Agreement.

13. **MUTUAL NEGOTIATION AND CONSTRUCTION**

This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

14. **ALL TERMS AND CONDITIONS**

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof and constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement of the Parties.

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

**15. CONTACT PERSONS**

The County and Service Partner shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

	<b>Service Partner</b>	<b>Service Partner</b>
Contact Name	Erika Vandenbrande	Jim Stanton
Organization	City of Redmond	Microsoft Corporation
Title	Senior Transportation Planner	Senior Community Affairs Manager, Microsoft Real Estate & Facilities
Address	15670 NE 85 <sup>th</sup> St. P.O. Box 97010 Redmond, WA 98073- 9710	One Microsoft Way Redmond, WA 98052-6399
Telephone	425-556-2457	425-707-5076
Fax	425-556-4242	425-936-7329
E-Mail	evandenbrande@redmond.gov	jstanton@microsoft.com

	<b>Service Partner</b>	<b>Service Partner</b>
Contact Name	Jeff Brauns	Gary Costa
Organization	City of Sammamish	City of Issaquah
Title	Senior Transportation Program Engineer	Transportation Manager
Address	801-228 <sup>th</sup> Ave. SE Sammamish, WA 98075	P.O. Box 1307 Issaquah, WA 98027
Telephone	425-295-0561	425-837-3443
Fax	425-295-0600	425-837-3029
E-Mail	jbrauns@ci.sammamish.wa.us	garyc@ci.issaquah.wa.us

	<b>King County</b>
Contact Name	Matt Hansen
Title	Supervisor, Market Development, Metro Transit Division
Address	YES-TR-0600 400 Yesler Way Seattle, WA 98104
Telephone	206-263-3598
Fax	206-684-2058
E-Mail	matt.hansen@kingcounty.gov

16. Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body , via King County Ordinance No.16041 dated March 24, 2008, and via[City of Redmond Ordinance No. \_\_\_\_, dated \_\_\_\_] and via City of Sammamish motion dated April 15, 2008, and via [City of Issaquah Ordinance No.\_\_\_\_,dated \_\_\_\_], or, in the case of a non-governmental entity, by an officer duly authorized to do so.

17. **Effective Date.** This Agreement shall take effect when it is signed by all the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**KING COUNTY**

**SERVICE PARTNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**SERVICE PARTNER**

**SERVICE PARTNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**SERVICE PARTNER**

By: \_\_\_\_\_

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

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

**ATTACHMENT A**

**Direct Financial Service Partnership Scope of Work  
City of Issaquah  
City of Redmond  
City of Sammamish  
Microsoft Corporation**

**A. Monetary Contributions**

1. Monetary Contributions to be Made by Service Partners

Service Partners agree to contribute one-third of the fully allocated annual cost per year for five (5) years for additional service on Route 269 as defined in Service Description in Section C of this Attachment A. The actual annual cost the Service Partners agree to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that each Service Partner agrees to pay is specified in Section D of this Attachment A.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as defined in Service Description in Section C of this Attachment A and Section 2.1 of this Agreement.

**B. Transit Service Enhancements**

1. Service Partners agree to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partners will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partners remain responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

*City of Issaquah*

- Continue to offer development incentives which take into account the availability of transit such as allowing parking credits (reductions) for the incorporation of shuttle service and if an applicant can demonstrate pedestrian, bicycle, or mass transit use by employees or customers.
- The City's Resource Conservation Office will continue to promote transit-oriented development as a green building strategy and encourage transit ridership as a sustainable living element.
- Continue to support the creation of an affordable housing project adjacent to the Issaquah Highlands Park-and-Ride.

- Continue to provide Commute Trip Reduction incentives and promote transit ridership, both generally for errand and commuting transportation, and specifically for its “Salmon Friendly Commuting” program that promotes alternatives to single-occupancy travel both in and out of the city for businesses and residents.
- Continue to review and develop transportation demand management strategies such as parking limits, pedestrian access improvements, and connectivity to transit.

*City of Redmond*

- Support the proposal through the R-TRIP program between King County Metro, the Greater Redmond Transportation Management Association, and the City of Redmond through employer and commuter outreach, incentives, and employer marketing of Route 269 and other commute alternatives.
- Implement an Overlake Growth and Efficiency Center as part of its CTR program.
- Update the Overlake Neighborhood Plan to reinforce transit-oriented development in the Overlake Urban Center.

*City of Sammamish*

- Provide transit information on City Web site and in City newsletter about new service on Route 269, connections available at nearby park-and-ride facilities and King County Metro’s online Trip Planner.
- Publish a transit article in the City newsletter to demonstrate benefits of transit ridership and highlight employer transportation programs.
- Promote transit use at community events.
- Consider placing display advertisements in Sammamish Review to promote transit use.
- Consider promotions such as “Thanks a Latte” during the first month of new 269 service in which the first 100 people who board the bus and fill out a survey on the new service would be eligible to receive a prize for using the service.
- Seek opportunities to distribute free ride tickets to citizens.
- Conduct outreach to local employers to promote ridership to their employees.
- Provide transit routing information for City events.

*Microsoft Corporation*

- Actively market the expanded Route 269 service to employees living in Redmond, Sammamish and Issaquah.
- Continue to support this service through the provision of subsidized fare media to employees, hosting transportation-related promotional events on-site, and other elements of the company’s Commute Trip Reduction program.

2. The County agrees to undertake the following supporting actions:

*Additional Promotion of Service*

- Designate new service funded by partnership in the bus timetables for the affected routes.

- Work with Service Partners to promote transit use on the enhanced service routes.

**C. Service Description**

County and Service Partners agree to share in the cost and responsibilities of adding to service on route 269. Peak direction, peak period frequency will be increased to 20 minutes. At a later date, an express variant to reduce travel time may be investigated. The service will initially operate with a standard 40-foot diesel coach. The proposed improvement would provide additional commuting options, particularly for residents of the Cities of Sammamish and Issaquah, by improving peak period, peak-direction service frequency to and from the Overlake Urban Center. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partners mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

**D. Service Cost Estimate**

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total estimated annual hours: 4,157

Total estimated annual miles: 85,791

Estimated 2008 fully allocated annual cost (County's + Service Partners' cost):

\$565,178

City of Issaquah annual share of fully allocated annual cost:

Three and one-third percent (\$18,840 based on 2008 fully allocated annual cost)

City of Redmond annual share of fully allocated annual cost:

Ten percent (\$56,520 based on 2008 fully allocated annual cost)

City of Sammamish annual share of fully allocated annual cost:

Ten percent (\$56,520 based on 2008 fully allocated annual cost)

Microsoft Corporation annual share of fully allocated annual cost:

Ten percent (\$56,520 based on 2008 fully allocated annual cost)

The actual annual cost Service Partners agree to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement.

**E. Benchmarks for Evaluating Route Performance**

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The benchmarks for the service additions applicable to this Agreement are as follows:

**East Subarea – Peak**

Rides/revenue hour: Average – 26.1

Fare revenue/operating expense: Average – 14%

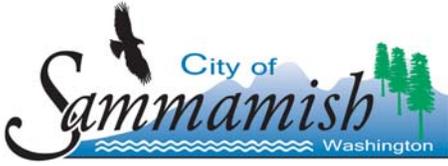
Passenger miles/platform miles: Average – 7.00

Passenger miles/revenue hour: Average - 225

**EXHIBIT I**

**Preliminary Cost Estimate**

Route	Day	Direction	Time	Description	# of trips	Est'd hours	Rate/hour	Est'd miles	Rate/mile	Total Cost
269	M-F	North	All Day	Issaquah to Overlake	6	2,468	\$208,719	52,692	\$131,203	\$339,922
269	M-F	South	All Day	Overlake to Issaquah	4	1,689	\$142,839	33,099	\$82,417	\$225,256
<b>Subtotal</b>					<b>10</b>	<b>4,157</b>	<b>\$351,569</b>	<b>85,791</b>	<b>213,620</b>	<b>\$565,178</b>
King County Metro Transit contribution										<b>\$376,778</b>
Partner contribution										<b>\$188,400</b>



## CITY COUNCIL AGENDA BILL

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**Subject:**

Purchase of Radar Guns for the Sammamish Police Department

**Meeting Date:** April 15, 2008

**Date Submitted:** April 2, 2008

**Originating Department:** Administrative Services

**Action Required:**

Approve the purchase of 14 Falcon HR Moving and Stationary Radar Units for \$16,323.87

**Clearances:**

**City Manager**

**Police**

**Public Works**

**Fire**

**Building/Planning**

**Attorney**

**Exhibits:**

- ❖ Memo from Police Sergeant Robert Baxter to Financial and Technology Services Director/Assistant City Manager Lyman Howard
- ❖ Price Quote from Kustom Signals, Inc.

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**Budgeted Amount:** \$NA

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**Summary Statement:**

The Sammamish Police Department is requesting that the City purchase 14 Falcon HR Moving and Stationary Radar Units for use in City traffic enforcement.

**Background:**

Traffic enforcement, especially in school zones and neighborhoods has been identified as a high priority by both the Sammamish City Council and the Sammamish Police Department. Police Department Staff have identified the need for “moving radar units”...like the Falcon HR...to help reduce accidents, reckless driving, and for the investigation of traffic complaints, (see attached).

**Financial Impact:**

In cooperation with the King County Sheriff's Office, City Staff has identified \$148,504 in savings from the 2007 Police Services Contract. Staff is proposing to use \$16,323.87 of the savings from the 2007 contract to fund the purchase of 14 Falcon HR Moving and Stationary Radar Units.

**Recommended Motion:**

Move to Approve the purchase of 14 Falcon HR Moving and Stationary Radar Units for \$16,323.87

Exhibit 1



## **POLICE Memorandum**

---

**Date:** 03/20/08  
**To:** Lyman Howard Finance Director **Via:** Direct  
**From:** Sgt. Robert L. Baxter  
**Re:** Purposed enhancement for Traffic Safety Enforcement

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The city of Sammamish encompasses 13 (soon to be 14) separate schools. Of these 9 are elementary schools, which are all designated as walking schools. Each with an associated School zone. We have two heavily travelled avenues and 30 to 40 "neighborhoods." During 2007 Sammamish police investigated or responded to 723 traffic related incidents. 108 of those were the investigation of traffic complaints generated by citizens. Traffic complaint investigations primarily deal with speeding vehicles in school zones and neighborhoods. In the first quarter of 2008 there have been 173 traffic related responses and the investigation of 30 traffic complaints. Most citizen complaints deal with traffic enforcement.

Sammamish police have one dedicated traffic officer and a DUI enforcement car that works nights. Currently it could take up to 10 weeks for the dayshift motor officer to make it through the entire city spending just one day in each school zone and neighborhood.

During the last two police staff meetings officers identified "moving radar units" as their number one need to help investigate traffic complaints and help reduce accidents and reckless driving. The city currently has three such units. This type of equipment doesn't require the officer to remain stationary, in able to conduct speed enforcement. It will provide a reading on an on-coming vehicle and factor in the speed of the officer's vehicle, to give a verified reading of the approaching driver's speed. They are especially efficient for patrol officers who can employe them while involved in their normal patrol duties.

Officer Kinser was able to obtain a quote from Kustom Signals Inc. for the purchase of 14 Falcon HR moving and stationary radar units and associated hardware. This would allow us to issue a unit to each patrol officer assigned to the city. The officers would then be available to work additional traffic complaints as well as doing maintenance at know locations where speeding has been identified as a problem, such as school zones in the morning.

A source of revenue to pay for this purchase has been identified within the police budget, through salary savings from the 2007 police services contract. Total cost would be \$16,323.87 a copy of the quotation is attached. Sammamish police are requesting purchase authority from the city of Sammamish in the form of a purchase order and number.



**KUSTOM SIGNALS, INC.**

A SUBSIDIARY OF PUBLIC SAFETY EQUIPMENT, INC  
9325 Pflumm, Lenexa KS 66215-3347  
913-492-1400 Fax 913-492-1703  
sales@kustomsignals.com www.kustomsignals.com

**Quotation**

Date 01/14/2008

To... KELLY KINSER  
SAMMAMISH POLICE DEPT

801 228 AVE SE  
SAMMAMISH WA 98075-7222

Quote # 718959341935CC1

Terms Net 30

This Quote Expires on 04/13/2008

Phone 206-296-5036

Fax 206-296-0917

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
14	FALCON HR MOVING/STATIONARY, CORDED HANDLE, FASTEST, WIRELESS REMOTE	\$1,025.00	\$14,350.00
14	SHIPPING & HANDLING MOUNTS WITH HANDLES	\$21.00	\$294.00
2	TALON/TALON II BATTERY HANDLE WITH CHARGER	\$200.00	\$400.00
1	8.8 TAX RATE	\$1,323.87	\$1,323.87

**Total \$16,367.87**

\* Applicable Sales Tax ~~Not~~ Included

Signature

Title

[Empty signature box]

*P-Zone*

Toll Free 800-4KUSTOM (800-458-7866)

# COUNCIL MINUTES

## Regular Meeting April 1, 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, Michele Petitti and Nancy Whitten.

Councilmembers absent: Councilmember Kathleen Huckabay.

**MOTION:** Deputy Mayor Gerend moved to excuse Councilmember Huckabay. Councilmember Cross seconded. Motion carried unanimously 6-0.

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

### **Roll Call/Pledge**

Roll was called. Ellie Bump led the pledge.

### **Proclamations/Presentations**

- **Presentation: Dino Rossi** – Mayor Felling presented Dino Rossi with a plaque to thank him for all of his help in promoting the SR520 flyover ramp.
- **Presentation: Kathy Lambert** – Mayor Felling presented a plaque to Representative Kathy Lambert for her help in the transfer of 30 acres of Soaring Eagle Park from the County to the City.
- **Proclamation: Native Plant Appreciation Week** – Mayor Felling and Parks and Recreation Commissioner Rena Brady read the proclamation

#### • PROCLAMATION

- **WHEREAS**, native plant species are an important part of Washington's heritage, providing important aesthetic, economic, and ecological contributions that make Washington a special place to live; and
- 
- **WHEREAS**, Washington enjoys an amazing diversity of over 3000 native plant species from rain forest plants on the Olympic Peninsula to the desert species in eastern Washington; and
-

- **WHEREAS**, preserving native plant ecosystems is critical for the protection of birds, fish, and other wildlife, as well as water quality; and
- 
- **WHEREAS**, over 360 of our native plant species are listed as rare by the state's Natural Heritage Program; AND
- 
- **WHEREAS**, invasive species present a threat to sustaining the native plant ecosystems and the biodiversity that they enable;
- 
- **NOW, THEREFORE, on behalf of the Sammamish City Council, I, Lee Felling, Mayor of the City of Sammamish, do hereby proclaim the week of April 27 – May 3, 2008, as**
  - ***Native Plant Appreciation Week***
- And I urge all citizens to join us in appreciating, enjoying, and celebrating our botanical diversity by taking advantage of the opportunities of this week to learn more about our native plants, their habitats, and how to protect them. Take a native plant walk, visit a natural area, or become involved in a restoration project as we join together to celebrate this precious heritage.
- *Washington native plants are those species that occur or occurred within the state boundaries before European settlement based upon the best available scientific and historical documentation. (Washington Native Plant Society)*

### **Public Comment**

Steffanie Lapellie, Leadership Eastside, She explained what this program was about and how it could help the City of Sammamish.

### **Approval of Agenda**

**MOTION: Councilmember Whitten moved to remove approve items 5, 6 and 7 the agenda. Deputy Mayor Gerend seconded. Motion carried unanimously 6-0.**

### **Consent Calendar**

**Payroll for pay period ending March 15, 2008 for pay date March 20, 2008 in the amount of \$222,586.75**

**Approval: March 17, 2008 Study Session Notes**

**Approval: March 18, 2008 Regular Meeting Minutes**

**Contract: Pine Lake Park Picnic Shelter Replacement/Denneko**

**Contract: Pergola Remodel/Ellis Construction**

**Bid Award: Storage Moving/Sprint Moving and Storage**

**Bid Award: South Pine Lake Route Walkway Project/Hos Brothers**

**Bid Rejection: Performance Stage Purchase**

The Consent Agenda was approved as amended.

**Unfinished Business**

**Interlocal: Soaring Eagle Park Transfer Agreement/ King County**

Mr. Yazici gave the staff report. The interlocal authorizes the transfer of the property from the County to the City. There is no financial impact attached to this transfer.

**MOTION:** Deputy Mayor Gerend moved to authorize the City Manager to sign the Interlocal Agreement with King County to transfer 30 acres of Soaring Eagle Park to the City. Councilmember Cross seconded. Motion carried unanimously 6-0.

**New Business**

**Contract: Beaver Lake Waterline/HDC**

Parks and Recreation Director Jessi Richardson gave the staff report. This contract will repair a leak in the water line and add an additional water line to the new off-lease dog area.

**MOTION:** Councilmember Petitti moved to authorize the City Manager to sign the contract with HDC to repair the waterline. Councilmember Cross seconded. Motion carried 6-0.

**Contract: South Pine Lake Route Construction Management/KBA, Inc.**

Public Works Director John Cunningham gave the staff report. This contract is for the construction management of the South Pine Lake Route Project.

**MOTION:** Councilmember Whitten moved to authorize the City Manager to sign a contract with KBA, Inc. for construction management. Councilmember Cross seconded. Motion carried 6-0.

**Contract: Hearing Examiner Services/Crandall/Galt**

City Attorney Bruce Disend gave the staff report. He explained the request for proposal process and the reasons why staff is making the recommendation that they are presenting tonight.

Councilmember Whitten requested an Executive Session to discuss the contracts. Mr. Disend requested that the Council take a recess to determine if an Executive Session is warranted. Mayor Felling postponed a vote on this item until after the recess.

**Resolution: Updated Beaver Lake Management Plan (R2008-324)**

Community Development Director Kamuron Gurol gave the staff report. He introduced Sally Abella, King County and Ray Petitt, Beaver Lake Board Member. This plan reflects that the quality of the water in the lake remains good.

**MOTION: Councilmember Huckabay moved to adopt the resolution approving the updated Beaver Lake Management Plan. Councilmember Cross seconded. Motion carried unanimously 4-0 (with Councilmember Barry and Petitti out of the room).**

Councilmember Whitten feels that there has not been enough time to study the plan before making a decision. She feels it should be the topic of a study session. Mr. Disend explained that accepting this report does preclude developing land use regulations, such as Low Impact Development.

Council recessed from 7:55 pm to 8:05 pm

**Approval: Claims for period ending April 1, 2008 for Check No. 20426 through Check No.20511 in the amount of \$1,011,466.71**

**MOTION: Councilmember Barry moved to approve the claims. Deputy Mayor Gerend seconded. Motion carried unanimously 6-0.**

**Interlocal: An Agreement between King County and the City of Sammamish Relating to Historical Landmark Designations and Protection Services**

City Manager Ben Yazici gave the staff report. This item was brought before the City Council at a Study Session in October, 2007.

**MOTION: Councilmember Petitti moved to authorize the City Manager to sign the interlocal agreement with King County for Historical Landmark Designations and Protection Services. Deputy Mayor Gerend seconded. Motion carried unanimously 6-0.**

**Ordinance: First Reading Adding A New Chapter To The Sammamish Municipal Code Relating To The Protection And Preservation Of Landmarks**

Mr. Yazici gave the staff report. This is the first reading of this ordinance. It will be necessary to have public review and comment on this ordinance before it will come back to Council for a second reading.

Discussion continued on the Hearing Examiner Services contracts.

**MOTION: Councilmember Petitti moved to authorize the City Manager to sign contracts with Mr. Crandall and Mr. Galt for Hearing Examiner Services. Deputy Mayor Gerend seconded. Motion carried unanimously 6-0.**

### **Council Reports**

Councilmember Petitti attended the Puget Sound Regional Council (PSRC) meeting. The General Assembly Meeting for PSRC will be held April 24. She attended a Suburban Cities Conference on connecting youth with cities. She is scheduling a committee to meet

regularly regarding the Freed House and encouraged any interested residents to contact her about serving on the Committee.

Councilmember Whitten reported that A.P.P.L.E. is very interested in the Beaver Lake Study.

Councilmember Gerend reported on the Water Resource Inventory Area 8 Kokanee Working Group. The Kokanee Salmon count appears to be dangerously low.

Mayor Felling reported Council that they have three very big issues to deal with in the near future. They are: Town Center, a parks bond and the budget retreat. He asked if Council would approve a back up date of June 9, 2008 for final consideration of the Town Center Plan.

### **City Manager Report**

➤ **Update: Email Retention**

Mr. Yazici stated that Council emails will be backed up on a monthly basis starting April 1, 2008.

Issaquah City Council has asked for \$6,300 in financial assistance for stocking fish in the lakes. Mr. Yazici recommends that the city provide the money.

He also thanked Councilmember Lambert for the \$10,000 King County grant which was used to purchase a generator for the Beaver Lake shop.

➤ **Update: Discovery Wetland**

Mr. Cunningham and Senior Project Engineer Jed Ireland gave the staff report. Though there are some improvements that can be made, on the whole, the wetland is functioning properly and beginning to return to its normal state. City staff will continue to monitor the wetland.

Meeting adjourned at pm

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Melanie Anderson, City Clerk

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Lee Felling, Mayor



## CITY COUNCIL AGENDA BILL

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**Subject:****Interpretation Code Amendment**

A proposed ordinance to refine and clarify administrative procedures related to the interpretation of the Sammamish Municipal Code

**Meeting Date:** April 15, 2008**Date Submitted:** April 10, 2008**Originating Department:** Community Development**Clearances:****Action Required:**

First Reading and Open Public Hearing

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

1. Draft Ordinance
2. Draft Code Amendment (attachment to Ordinance)

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**Budgeted Amount:** N/A – Legislative Approval

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**Summary Statement:**

The proposed ordinance will amend Chapter 5 of Title 21A of the Sammamish Municipal Code to refine and clarify administrative procedures related to interpretations of the Sammamish Municipal Code. The amendment includes specific decision criteria for issuing an interpretation, and clarifies the appeal process to the Hearing Examiner.

**Background:**

The City of Sammamish entered into a settlement agreement, entitled “Commons Settlement Agreement”, which required that the City develop procedures that would provide for an administrative appeal to the City hearing examiner, for interpretation of the City’s development codes. The proposed ordinance is entirely administrative in nature, and is consequently exempt from SEPA review and transmittal to the Washington Community, Trade, and Economic Development Department (CTED).

**Recommended Motion:**

Not applicable.

**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. O2008 - \_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING THE CITY OF SAMMAMISH MUNICIPAL CODE TO REFINE AND CLARIFY ADMINISTRATIVE PROCEDURES RELATED TO THE ISSUANCE OF INTERPRETATIONS OF THE DEVELOPMENT CODE, AND AMENDING CERTAIN OTHER CHAPTERS OF THE CITY OF SAMMAMISH MUNICIPAL CODE TO ENSURE CONSISTENCY WITH CHAPTER 5 OF TITLE 21A OF THE SAMMAMISH MUNICIPAL CODE**

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003; and

WHEREAS, pursuant to RCW 36.70A.020, the City is required to plan under the adopted GMA goals adopted to guide the development and adoption of comprehensive plans and development regulations; and

WHEREAS, the City Council adopted the City of Sammamish Municipal Code on December 2, 2003; and

WHEREAS, the City of Sammamish entered into a settlement agreement, entitled "Commons Settlement Agreement", which required that the City develop procedures that would include an appeal to the City hearing examiner, for interpretation of the City's development codes; and

WHEREAS, the existing procedures for issuing an interpretation of the City's development codes are contained with chapters 5 and 100 of title 21A of the Sammamish Municipal Code; and

WHEREAS, the City Council has considered the recommended amendments to the Sammamish Municipal Code; and

WHEREAS, the City Council has considered the goals of the GMA as set forth in RCW 36.70A.020 and the amendments attached to this ordinance reflect the City's balancing of the public interests under the planning goals of the GMA.

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

**Section 1. Amendments to the City of Sammamish Municipal Code Adopted.** The amendments to the City of Sammamish Municipal Code, as set forth in Attachments "A" to this ordinance, are hereby adopted.

**Section 2. Interpretation.** The City Council authorizes the applicable director to administratively interpret these provisions as necessary to implement the intent of the City Council.

**Section 3. Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 4. 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 XX DAY OF APRIL , 2008.**

CITY OF SAMMAMISH

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Mayor Lee Felling

ATTEST/AUTHENTICATED:

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Melanie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk:

Exhibit 1

Public Hearing:

First Reading:

Public Hearing

Passed by the City Council:

Date of Publication:

Effective Date:

**Proposed Sammamish Municipal Code Amendments:**  
*Interpretation Code Amendments*

**Amendment List:**

- |                 |   |
|-----------------|---|
| SMC 21A.05.060  | - Interpretation – General                            |
| SMC 21A.05.070  | - Interpretation – Standard industrial classification |
| SMC 21A.05.080  | - Interpretation – Zoning maps                        |
| SMC 21A.05.090  | - Administration and review authority                 |
| SMC 21A.05.095  | - Interpretation – Review                             |
| SMC 21A.100.050 | - Director review – Decision regarding proposal.      |
| SMC 21A.100.060 | - Director review – Decision final unless appealed.   |

**21A.05.060 Interpretation – General.**

- (1) In case of inconsistency or conflict, regulations, conditions, or procedural requirements that are specific to an individual land use shall supersede regulations, conditions, or procedural requirements of general application.
- (2) A land use includes the necessary structures to support the use unless specifically prohibited or the context clearly indicates otherwise.
- (3) In case of any ambiguity, difference of meaning, or implication between the text and any heading, caption, or illustration, the text and the permitted use tables in Chapter 21A.20 SMC shall control. All applicable requirements shall govern a use whether or not they are cross-referenced in a text section or land use table.
- (4) Unless the context clearly indicates otherwise, words in the present tense shall include past and future tense, and words in the singular shall include the plural, or vice versa. Except for words and terms defined in this title, all words and terms used in this title shall have their customary meanings.
- (5) A written interpretation by the director of the provisions of the SMC clarifies conflicting or ambiguous wording, or the scope or intent of the provisions of the Code. The written interpretation shall control application of the code sections discussed in it to any specific land use application. Written interpretations issued for regulatory requirements that have been legislatively modified, repealed, or otherwise substantially changed, shall be considered null and void.
- (6) Any written interpretation shall not be applied retroactively, unless specifically required by the terms of the interpretation.

**21A.05.070 Interpretation – Standard industrial classification.**

- (1) All references to the standard industrial classification (SIC) are to the titles and descriptions found in the Standard Industrial Classification Manual, 1987 Edition, prepared by United States Office of Management and Budget that is hereby adopted by reference. The SIC is used, with modifications to suit the purposes of this title, to list and define land uses authorized to be located in the various zones consistent with the comprehensive plan land use map.
- (2) The SIC categorizes each land use under a general two-digit major group number, or under a more specific three- or four-digit industry group or industry number. A use shown on a land use table with a two-digit number includes all uses listed in the SIC for that major group. A use shown with a three-digit or four-digit number includes only the uses listed in the SIC for that industry group or industry.
- (3) An asterisk (\*) in the SIC number column of a land use table means that the SIC definition for the specific land use identified has been modified by this title. The definition may include one or more SIC subclassification numbers, or may define the use without reference to the SIC.
- (4) The director shall determine whether a proposed land use not specifically listed in a land use table or specifically included within a SIC classification is allowed in a zone. The director's determination shall be based on whether or not permitting the proposed use in a particular zone is consistent with the purposes of this title and the zone's purpose as set forth in Chapter 21A.10 SMC, by considering the following factors:

- (a) The physical characteristics of the use and its supporting structures, including but not limited to scale, traffic and other impacts, and hours of operation;
- (b) Whether or not the use complements or is compatible with other uses permitted in the zone; and
- (c) The SIC classification, if any, assigned to the business or other entity that will carry on the primary activities of the proposed use.

**21A.05.080 Interpretation – Zoning maps.**

Where uncertainties exist as to the location of any zone boundaries, the following rules of interpretation, listed in priority order, shall apply:

- (1) Where boundaries are indicated as paralleling the approximate centerline of the street right-of-way, the zone shall extend to each adjacent boundary of the right-of-way. Non-road-related uses by adjacent property owners, if allowed in the right-of-way, shall meet the same zoning requirements regulating the property owners lot;
- (2) Where boundaries are indicated as approximately following lot lines, the actual lot lines shall be considered the boundaries;
- (3) Where boundaries are indicated as following lines of ordinary high water, or government meander line, the lines shall be considered to be the actual boundaries. If these lines should change the boundaries shall be considered to move with them; and
- (4) If none of the rules of interpretation described in subsections (1) through (3) of this section apply, then the zoning boundary shall be determined by map scaling.

**21A.05.090 Administration and review authority.**

- (1) The examiner shall have authority to hold public hearings and make decisions and recommendations on reclassifications, subdivisions and other development proposals, and appeals, as set forth in Chapter 21A.100 SMC.
- (2) The director shall have the authority to grant, condition or deny applications for variances and conditional use permits, unless a public hearing is required as set forth in Chapter 21A.100 SMC, in which case this authority shall be exercised by the hearing examiner.
- (3) The director shall have the authority to issue a written code interpretation in accordance with the review procedures contained within Chapters 21A.05 and 21A.100 SMC. The director shall issue such interpretations as he or she deems necessary, or upon the request of any person, in cases of any ambiguity, difference of meaning, unclear procedural requirements, or other unclear regulatory requirements of the SMC.
- (4) An interpretation related to a development proposal must be requested prior to the date of expiration of any applicable administrative appeal period for a land use decision on the application to which the request relates.
- (5) The department shall have authority to grant, condition, or deny commercial and residential building permits, grading and clearing permits, and temporary use permits in accordance with the procedures set forth in Chapter 21A.100 SMC.
- (6) Except for other agencies with authority to implement specific provisions of this title, the department shall have the sole authority to issue official interpretations of this title, pursuant to Chapter 2.55 SMC.

**21A.05.095 Review.**

- (1) Decision Basis. In issuing an interpretation consistent with this chapter, the director may consider the following:
  - (a) The purpose and intent statements of the chapters in question;
  - (b) Consistency with other regulatory requirements governing the same or a similar situation;
  - (c) The legislative direction of the City Council, if any, provided with the adoption the code sections in question;
  - (d) The policy direction provided by the Sammamish Comprehensive Plan, or other adopted policy documents, as amended;
  - (e) Relevant judicial actions related to the interpretation;
  - (f) Expected result or effect of the interpretation; and,
  - (g) Previous implementation of the regulatory requirements governing the situation.
- (2) Content. Consistent with the requirements of Chapter 21A.110 SMC, the director shall provide facts, findings, and conclusions supporting the interpretation. At a minimum these shall include the following:
  - (a) A brief summary of the issue that requires an interpretation by the director;
  - (b) The context of the interpretation, if not included or implied from the summary;
  - (c) Citation of the decision basis from subsection (1) of this section; and,
  - (d) The interpretation, signature, and date.

...

**21A.100.050 Director review – Decision regarding proposal.**

- (1) Decisions regarding the approval or denial of proposals subject to director review shall be based upon compliance with the required showings of Chapter 21A.110 SMC, or in the case of interpretations, based upon compliance with the requirements of Chapter 21A.05 SMC.
- (2) The written decision contained in the record shall show:
  - (a) Facts, findings and conclusions supporting the decision and demonstrating compliance with the applicable decision criteria; and
  - (b) Any conditions and limitations imposed, if the request is granted.
- (3) The director shall mail a copy of the written decision to the applicant and to all parties of record.
- (4) Rules. The director shall adopt rules for the transaction of business and shall keep a public record of his or her actions, findings, waivers and determinations. (Ord. O99-29 § 1)

**21A.100.060 Director review – Decision final unless appealed.**

- (1) The decision or interpretation of the director shall be final unless the applicant or an aggrieved party files an appeal to the hearing examiner pursuant to Chapter 20.10 SMC.
- (2) The hearing examiner shall review and make decisions based upon information contained in the written appeal and the record.
- (3) The hearing examiner's decision may affirm, modify, or reverse the decision of the director.
- (4) As provided by SMC 20.10.240(1) and (2):

Exhibit 2

- (a) The hearing examiner shall render a decision within 10 days of the closing of hearing; and
  - (b) The decision shall be final unless appealed under the provisions of SMC 20.10.250(1).
- (5) Establishment of any use or activity authorized pursuant to a conditional use permit or variance shall occur within four years of the effective date of the decision for such permit or variance; provided, that for schools this period shall be five years. This period may be extended for one additional year by the director if the applicant has submitted the applications necessary to establish the use or activity and has provided written justification for the extension.
- (6) For the purpose of this section, “establishment” shall occur upon the issuance of all local permit(s) for on-site improvements needed to begin the authorized use or activity; provided, that the conditions or improvements required by such permits are completed within the timeframes of said permits.
- (7) Once a use, activity or improvement allowed by a conditional use permit or variance has been established, it may continue as long as all conditions of permit issuance are met. (Ord. O99-29 § 1)



## CITY COUNCIL AGENDA BILL

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**Subject:** 2008 Comprehensive Plan Amendments  
(PAA and Docket Components)

**Meeting Date:** April 15, 2008

**Date Submitted:** April 10, 2008

**Originating Department:** Community Development

**Clearances:**

**Action Required:** 1<sup>st</sup> Reading and Public Hearing

**City Manager**

**Police**

**Public Works**

**Fire**

**Building/Planning**

**Attorney**

**Exhibits:**

**Ordinances,**

1. Kaschko Land Use Ordinance and map,
2. Kaschko Zoning Map Ordinance and map
3. PAA Ordinance and associated maps
4. PAA Zoning Ordinance and associated map
5. SEPA determination, DNS

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**Budgeted Amount:**

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**Summary Statement:**

The following components of the proposed 2008 Comprehensive Plan amendments recommended by the Planning Commission as deliberated at their March 6<sup>th</sup> 2008 meeting are as follows:

1.) Establish the designation of Potential Annexation Areas (PAA) for the areas known as "Mystic Lake", "Camden Park Estates" and "Soaring Eagle Park" which are contingent upon a King County Comprehensive Plan amendment to move the UGB, "Ravenhill" subdivision and "Rosemont at Timberline" subdivision and the area known as "The Outlook";

2.) Establish comprehensive plan land use designations for existing and proposed PAA's;

3). Change comprehensive plan land use designations and zoning from R-1 to R-4 for 30.47 acres including parcels, 3425069012, 3425069060, 3425069075, 3425069076, 3425069080, 3425069079 associated with the Kaschko applicant generated docket request, and;

4.) Revise Figure III-2a of the Growth Management and Land Use Elements of the city's Comprehensive Plan depicting PAA's and study areas.

5.) The Commission recommends that no action be taken at this time to designate Duthie Hill study area as a PAA.

**Background:**

Consistent with SMC 24.25.070, the Community Development Department solicited suggestions from the general public and city departments for potential amendments to the Sammamish Comprehensive Plan for the 2008 amendment cycle. The submittal window for 2008 comments ran from September 1 thru September 30, 2008. The submittal opportunity was advertised on the city webpage and in the citywide newsletter. The city received its first citizen proposed comprehensive plan amendments. Other amendments are in relation to the city's annexation strategy study completed in November 2007.

**Note:** 2008 Comprehensive Plan amendment also will include action as the Town Center sub-area plan. The public hearing for that is scheduled for May 20<sup>th</sup>, 2008. Adoption for all components of the 2008 amendment needs to be taken together consistent with state law.

**Financial Impact:** None.

**Recommended Motion:** 1<sup>st</sup> reading and public hearing. No action is required.

**DRAFT**  
**CITY OF SAMMAMISH**  
**WASHINGTON**  
**ORDINANCE NO. 02008 - \_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING THE CITY OF SAMMAMISH COMPREHENSIVE PLAN LAND USE ELEMENT, FIGURE III-2, FOR THE PURPOSE OF CHANGING THE LAND USE DESIGNATIONS ASSOCIATED WITH THE KASCHKO PROPERTY**

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003; and

WHEREAS, the Growth Management Act, RCW Chapter 36.70A, authorizes amendments or revisions of a comprehensive plan to be made annually; and

WHEREAS, the City Municipal Code, Chapter 24.25, allows site-specific land use map amendments to be initiated by a property owner for consideration in the annual Comprehensive Plan review cycle; and

WHEREAS, the City received a request from John Kaschko, in September 2006, that 30.46 acres of his property and other supportive property owners be considered for re-designation from R-1 to R-4 during the next Comprehensive Plan review cycle, and said request was docketed for consideration; and

WHEREAS, the subject property is located adjacent to the boundary of the City's Town Center sub-area plan, and the City Council directed that the requested comprehensive plan amendment be processed simultaneously with the Town Center plan schedule; and

WHEREAS, City staff analyzed the Kaschko docketed amendment and recommended approval of the requested re-designation in a staff report dated February 13, 2007; and

WHEREAS, amendments the Comprehensive Plan have been developed to implement the Kaschko request; and

WHEREAS, in accordance with WAC 365-195-620, a notice of intent to adopt the proposed Comprehensive Plan amendments was sent to the State of Washington Department of Community, Trade and Economic Development on April 1, 2008 to allow for a 60 day review and comment period; and

WHEREAS, an environmental review of the proposed Comprehensive Plan amendments has been conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), and a SEPA threshold determination of non-significance and notice of adoption was issued on February 7, 2008 and sent to state agencies and interested parties; and

WHEREAS, the public process for the proposed amendments has provided for early and continuous public participation opportunities including a mailing to affected property owners on February 7, 2008 notifying them of a public hearing and the SEPA open public comment period; and

WHEREAS, the Planning Commission also considered the proposed amendments to the Sammamish Comprehensive Plan at Planning Commission public hearings conducted on February 21, 2008 and March 6, 2008 and

WHEREAS, the Planning Commission considered the public comment received and other information presented at the public hearing and voted to recommend adoption of the proposed amendments to the City Council; and

WHEREAS, the City Council has considered the Planning Commission's recommended amendments to Sammamish Comprehensive Plan; and

WHEREAS, the City Council desires to re-designate the 30.46 acres identified in the Kaschko docketed comment from R-1 to R-4 and to adopt contingent land use designations for that area; and

WHEREAS, the City Council has considered the goals of GMA as set forth in RCW 36.70A.020 and determined that the proposed Comprehensive Plan amendments attached to this ordinance reflect the appropriate balancing of the public interests served by the planning goals of the GMA.

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

**Section 1. Amendments to the Sammamish Comprehensive Plan Adopted.** The revisions to the Sammamish Comprehensive Plan Land Use Element, Chapter III, Figure III-2, as set forth in Attachment "A" (maps) to this ordinance are hereby adopted.

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

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_ DAY OF \_\_\_\_\_ 2008.**

CITY OF SAMMAMISH

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Mayor Lee Felling

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

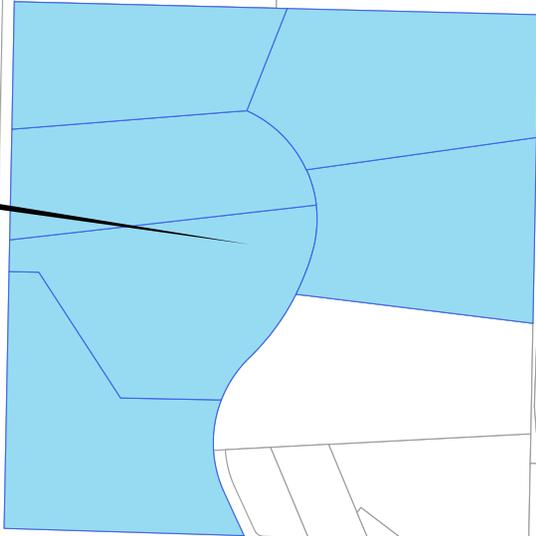
Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk: April 10, 2008  
Public Hearing: April 15, 2008  
First Reading: April 15, 2008  
Public Hearing:  
Passed by the City Council:  
Date of Publication:  
Effective Date:

*John Kaschko, R-1 to R-4*



**Legend** 2008 Comprehensive Plan Amendment

 John Kaschko Docket Request

**DRAFT  
CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. O2008 - \_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON AMENDING  
THE CITY OF SAMMAMISH ZONING MAP FOR THE PURPOSE OF REZONING  
30.46 ACRES ASSOCIATED WITH THE KASCHKO DOCKETED  
COMPREHENSIVE PLAN AMENDMENT**

WHEREAS, the City Council adopted the City Zoning Map on December 2, 2003; and

WHEREAS, consistent with Chapter 24.25 and Chapter 20.05 of the Sammamish Municipal Code, an application for a site-specific land use map amendment may be accompanied by an application for a zone reclassification to implement the proposed amendment; and

WHEREAS, the City received a request from John Kaschko, in September 2006, that 30.46 acres of his property and other supportive property owners be considered for re-designation from R-1 to R-4 during the next Comprehensive Plan review cycle, and said request was docketed for consideration; and

WHEREAS, the subject property is located adjacent to the boundary of the City's Town Center sub-area plan, and the City Council has directed that the requested reclassification be processed simultaneously with the Town Center plan schedule; and

WHEREAS, City staff analyzed the Kaschko reclassification request and recommended approval in a staff report dated February 13, 2007; and

WHEREAS, the proposed zoning would implement and support the goals of the Comprehensive Plan and were found to be compatible with the adjacent existing and permitted land uses and the surrounding development pattern; and

WHEREAS, a revised zoning map has been developed to implement the comprehensive plan revisions; and

WHEREAS, in accordance with WAC 365-195-620, a notice of intent to adopt the proposed amendments was sent to the State of Washington Department of Community, Trade and Economic Development on April 1, 2008 to allow for a 60 day review and comment period; and

WHEREAS, an environmental review of the proposed amendments was been conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), and a

SEPA threshold determination of non-significance and notice of adoption was issued on February 7, 2008 and sent to state agencies and interested parties; and

WHEREAS, the public process for the proposed amendments has provided for early and continuous public participation opportunities including a mailing to affected property owners on February 7, 2008 notifying them of a public hearing and the SEPA open public comment period; and

WHEREAS, the Planning Commission considered the proposed amendments at Planning Commission public hearings conducted on February 21, 2008 and March 6, 2008 and

WHEREAS, the Planning Commission considered the public comment received and other information presented at the public hearings and voted to recommend adoption of the proposed amendments to the City Council; and

WHEREAS, the City Council has considered the Planning Commission's recommended amendments; and

WHEREAS, the City Council desires to reclassify the 30.46 acres identified in the Kaschko application from R-1 to R-4; and

WHEREAS, the City of Sammamish Comprehensive Plan GOAL TG-3: states, "Improve local circulation and emergency access throughout the community while addressing the importance of neighborhood quality and safety," and TG-3.1: states, "Circulation. To the greatest extent possible, a cohesive traffic circulation system should be established throughout the City."

WHEREAS, the reclassification shall be conditioned upon improvement and extension of 234<sup>th</sup> Avenue SE. and development consistent with the proposed rezone area shall include a through roadway from SE 8<sup>th</sup> to 232<sup>nd</sup> NE across parcel # 342506-9076 or as approved by the City Engineer. The specific location and design of the roadway will be subject to review and input from the City Engineer during site development application process, and be constructed as part of site development.

WHEREAS, the reclassification shall be conditioned upon the completion of a master plan; and,

WHEREAS, the City Council has considered the goals of the GMA as set forth in RCW 36.70A.020 and determined that the proposed zoning map amendments attached to this ordinance reflect the appropriate balancing of the public interests served by the planning goals of the GMA.

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

**Section 1. Amendments to the Zoning Map.** The amendments to the City zoning map set forth in Attachment "A" (map) to this ordinance are hereby adopted.

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

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_ DAY OF \_\_\_\_\_ 2008.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Lee Felling

ATTEST/AUTHENTICATED:

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

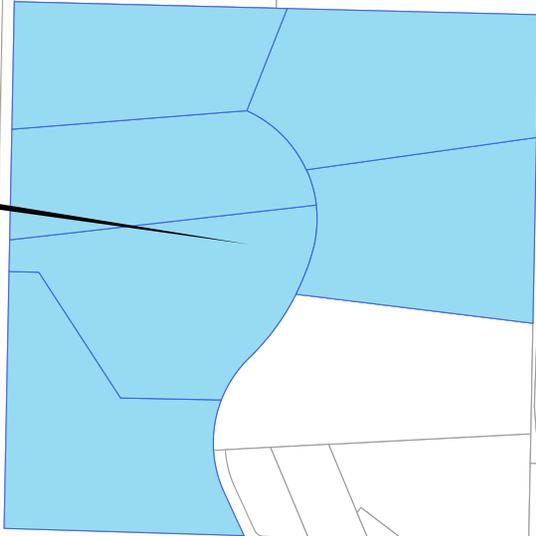
Approved as to form:

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

Filed with the City Clerk: April 10, 2008  
Public Hearing: April 15, 2008  
First Reading: April 15, 2008  
Public Hearing:  
Passed by the City Council:

Date of Publication:  
Effective Date:

*John Kaschko, R-1 to R-4*



**Legend**      2008 Zoning Map  
Amendment

 John Kaschko Docket Request

**DRAFT**  
**CITY OF SAMMAMISH**  
**WASHINGTON**  
**ORDINANCE NO. 02008 - \_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING THE CITY COMPREHENSIVE PLAN LAND USE ELEMENT INCLUDING: REVISING LAND USE POLICIES AND FIGURES III-2 AND III-2A FOR THE DESIGNATING PURPOSE OF ADDITIONAL POTENTIAL ANNEXATION AREAS AND DESIGNATING CONTINGENT LAND USES ASSOCIATED WITH SUCH POTENTIAL ANNEXATION AREAS**

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003; and

WHEREAS, the Growth Management Act (GMA), RCW Chapter 36.70A, authorizes amendments or revisions of a comprehensive plan to be made annually; and

WHEREAS, the City is required to plan under the Growth Management Act, goals set forth in RCW 36.70A.020 in order to guide the development of the Comprehensive Plan and the adoption of development regulations; and

WHEREAS, the Comprehensive Plan, Land Use Policy 16.7, states that the City should evaluate annexation study areas in consultation with King County and neighboring jurisdictions as appropriate, and

WHEREAS, the City completed an Annexation Strategy Study in November 2007 that included recommendations for including certain land use designations; and

WHEREAS, amendments to the Comprehensive Plan have been developed to implement Annexation Strategy Study; and

WHEREAS, in the event that the proposed amendments are adopted, appropriate land use designations will have been prepared; and

WHEREAS, in accordance with WAC 365-195-620, a notice of intent to adopt the proposed Comprehensive Plan amendments was sent to the State of Washington Department of Community, Trade and Economic Development on April 1, 2008 to allow for a 60 day review and comment period; and

WHEREAS, an environmental review of the proposed Comprehensive Plan amendments has been conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), and a SEPA threshold determination of non-significance and notice of adoption was issued on February 7, 2008 and sent to state agencies and interested parties; and

WHEREAS, the public process for the proposed amendments has provided for early and continuous public participation opportunities including affected property owners from the following areas: Aldarra Estates, Montaine at Aldarra and Ravenhill, July 19, 2007, Camden Park, Camden Park Estates, The Trails at Camden Park and Devereaux, August 1, 2007, Duthie Hill Road Study Area, August 6, 2007, 244th North and 244th South PAA, September 10, 2007; and the public process included presentations to the Sammamish Planning Commission on July 19, September 20 and November 1, 2007; and

WHEREAS, the Planning Commission considered the proposed amendments at Planning Commission public hearings conducted on February 21, 2008 and March 6, 2008; and

WHEREAS, the Planning Commission considered the public comment received and other information presented at the public hearings and voted to recommend adoption of the proposed amendments to the City Council; and

WHEREAS, the City Council has considered the Planning Commission's recommended amendments; and

WHEREAS, the City Council desires to designate all areas within the City's Urban Growth Boundary as potential annexation areas, and to adopt contingent land use designations for those areas; and

WHEREAS, the land use designations shall be contingent upon and take effect upon annexation to the City; and

WHEREAS, the City Council has considered the goals of GMA as set forth in RCW 36.70A.020 and determined that the proposed Comprehensive Plan amendments attached to this ordinance reflect the appropriate balancing of the public interests served by the planning goals of the GMA.

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

**Section 1. Amendments to the Comprehensive Plan Adopted.** The Sammamish Comprehensive Plan Land Use Element, Chapter III, is hereby amended as set forth in Attachment "A" (text and maps) to this ordinance.

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

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_ DAY OF \_\_\_\_\_ 2008.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Lee Felling

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

Filed with the City Clerk: April 10, 2008  
Public Hearing: April 15, 2008  
First Reading: April 15, 2008  
Public Hearing:  
Passed by the City Council:  
Date of Publication:  
Effective Date:

~~LUP-16.7 The City should evaluate the annexation study areas in consultation with King County and neighboring jurisdictions as appropriate, including but not limited to the following areas in unincorporated King County:~~

- ~~a. Property owned by the City of Sammamish abutting the current City limits, including, but not limited to, the Evans Creek Preserve,~~
- ~~b. Parcels between the UGB, north of Duthie Hill Road and just west of SE 25th Place, i.e., "the notch".~~
- ~~c. Property fronting NE 14th Street and 244th Avenue NE and surrounded by the city on three sides,~~
- ~~d. Property North of East Main Drive, accessed off NE 4th Place, with in Ravenhill Subdivision,~~
- ~~e. Two technical correction areas within the UGB located adjacent to NE 44th Street and Sahalee Way NE,~~
- ~~f. The Sammamish Plateau and/or the NE Sammamish Sewer and Water District service areas within the existing or expanded UGB. (Ord. 02006-199)~~

~~LUP-16.11 All unincorporated areas within the urban growth boundary of the City of Sammamish The Aldarra Farms and neighboring properties within the UGB or as amended are is designated as potential annexation areas. (Ord. 02006-199), (Ord. 02008-XXX)~~

~~LUP-16.12 The properties with the UGB east of 244th Avenue NE, between NE 80th Place and 245th Place NE are designated as a potential annexation area. (Ord. 02006-199)~~

Rosemont at Timberline, R-4-P to R-4

Outlook, R-4 to R-4

Trails at Camden Park, R-4-P to R-4

244th Avenue, R-1-P to R-1

244th Avenue, R-4 to R-4

Camden Park Estates, RA-5 to R-1  
(Dependent on KC Comprehensive Plan Amendment)

Mystic Lake, RA-10 to R-4  
(Dependent on KC Comprehensive Plan Amendment)

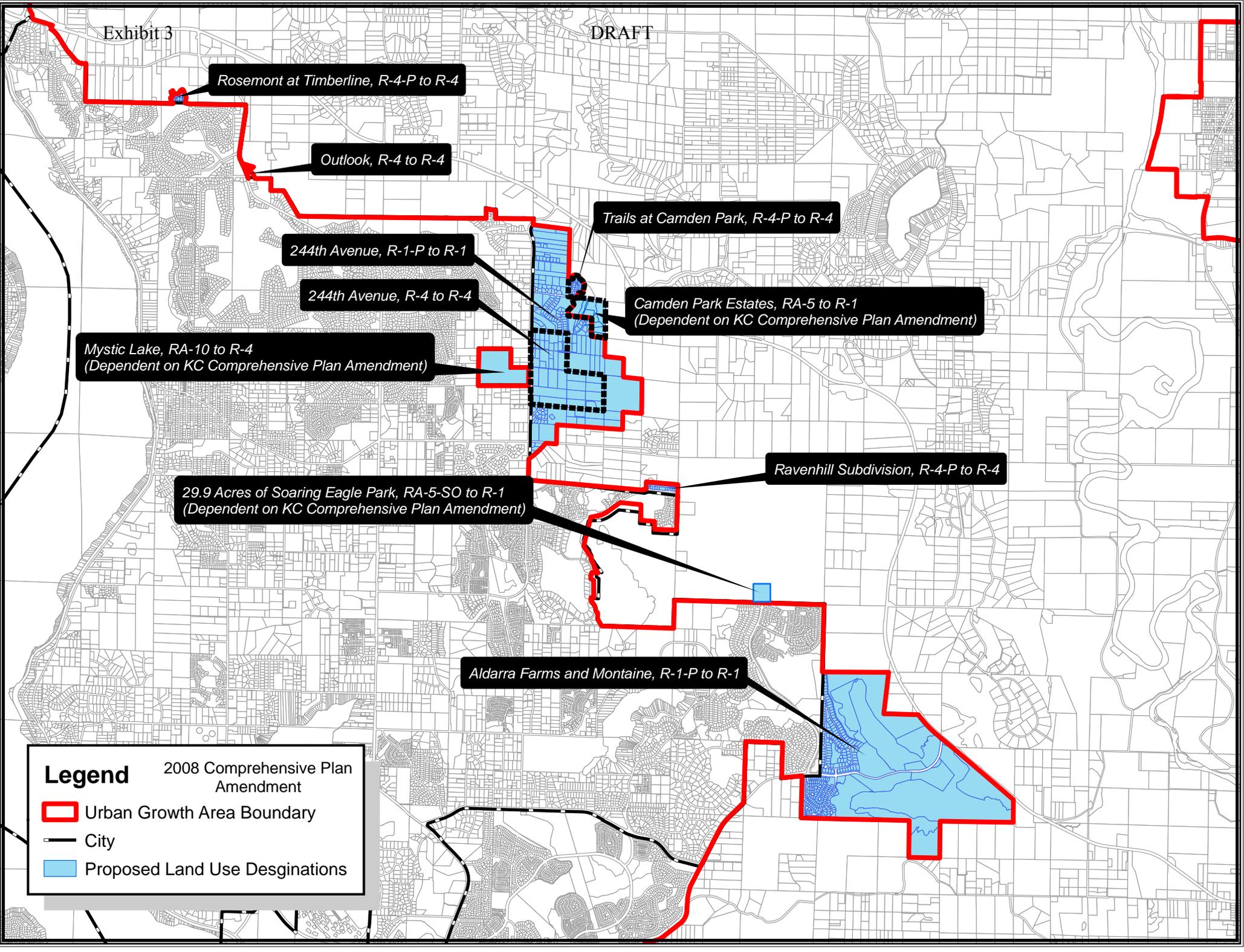
29.9 Acres of Soaring Eagle Park, RA-5-SO to R-1  
(Dependent on KC Comprehensive Plan Amendment)

Ravenhill Subdivision, R-4-P to R-4

Aldarra Farms and Montaine, R-1-P to R-1

**Legend** 2008 Comprehensive Plan Amendment

- Urban Growth Area Boundary
- City
- Proposed Land Use Designations

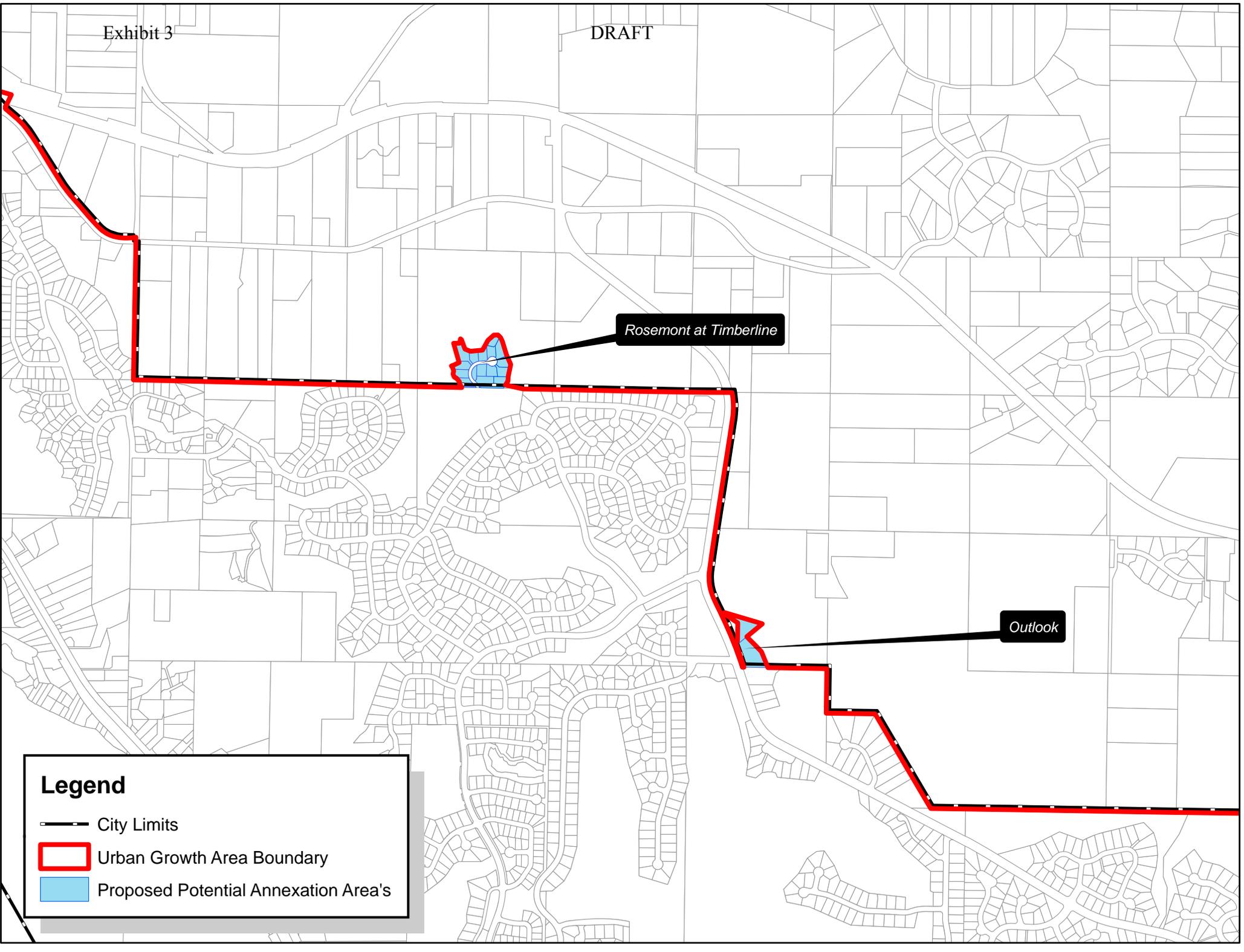


Rosemont at Timberline

Outlook

**Legend**

- City Limits
- Urban Growth Area Boundary
- Proposed Potential Annexation Area's

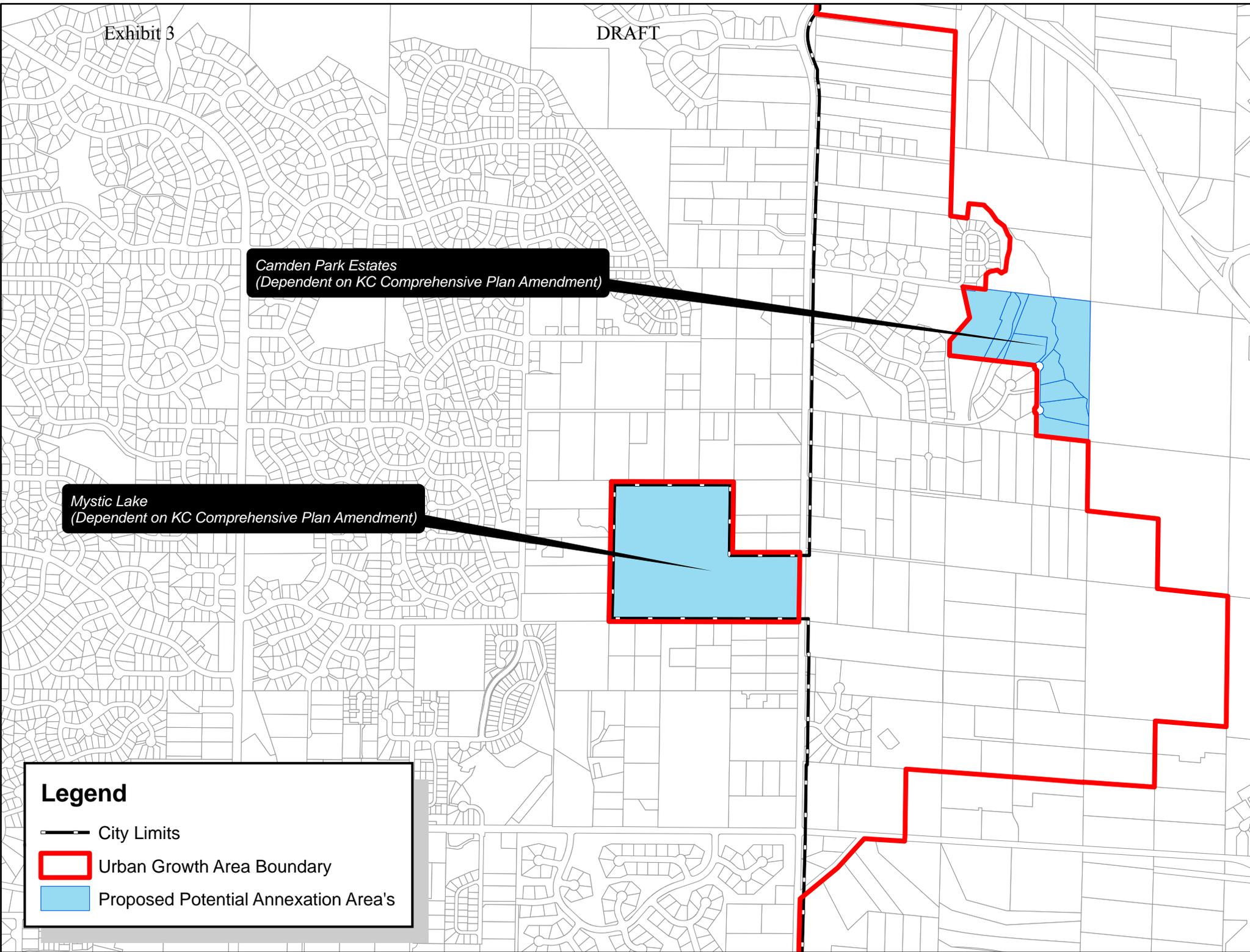


*Camden Park Estates  
(Dependent on KC Comprehensive Plan Amendment)*

*Mystic Lake  
(Dependent on KC Comprehensive Plan Amendment)*

**Legend**

-  City Limits
-  Urban Growth Area Boundary
-  Proposed Potential Annexation Area's

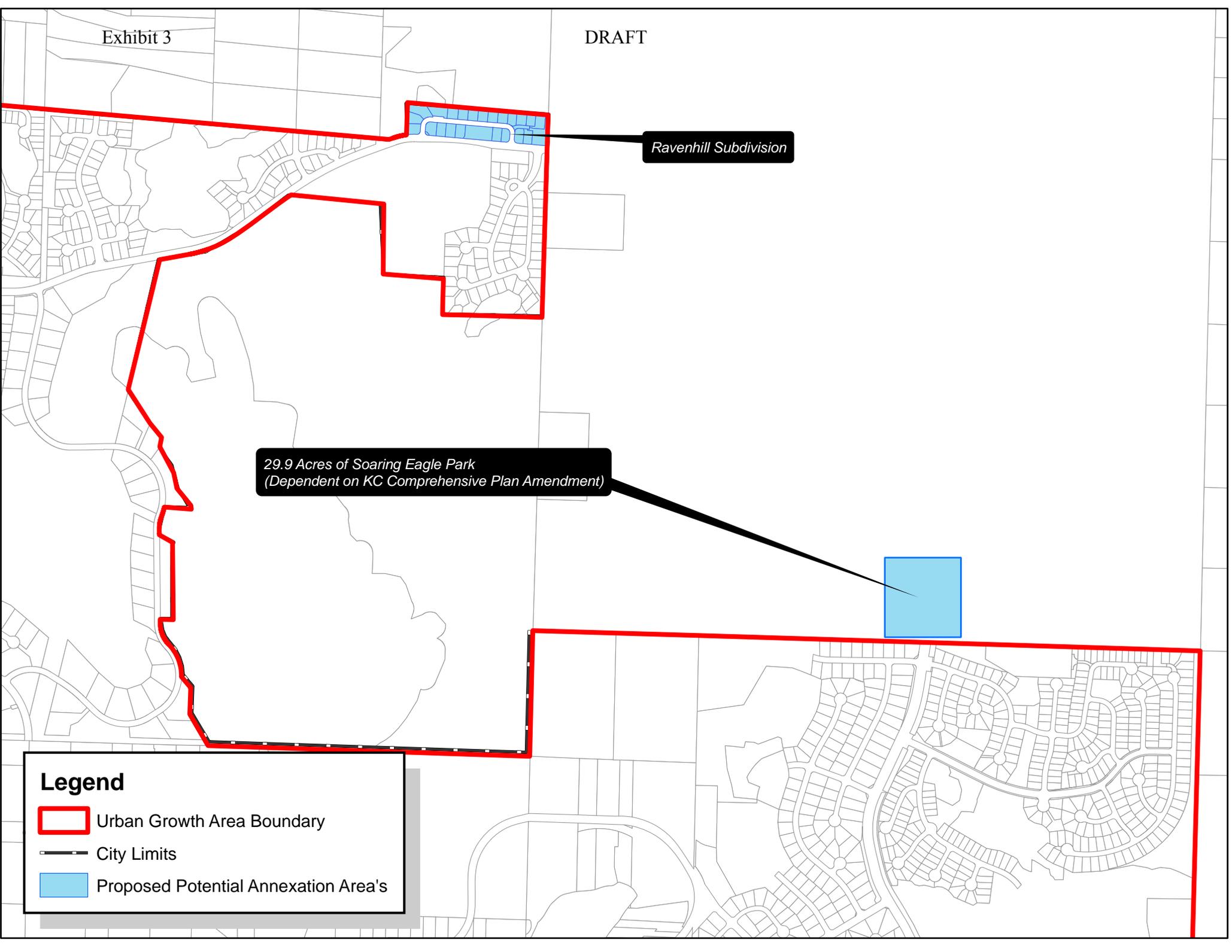


*Ravenhill Subdivision*

*29.9 Acres of Soaring Eagle Park  
(Dependent on KC Comprehensive Plan Amendment)*

**Legend**

-  Urban Growth Area Boundary
-  City Limits
-  Proposed Potential Annexation Area's



**DRAFT**  
**CITY OF SAMMAMISH**  
**WASHINGTON**  
**ORDINANCE NO. O2008 - \_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING  
THE CITY ZONING MAP TO DESIGNATE CONTINGENT PAA ZONING**

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003; and

WHEREAS, the Sammamish Municipal Code authorizes amendments or revisions associated with a city comprehensive plan amendment; and

WHEREAS, City Comprehensive Plan Land Use Policy 16.10 states that the City should ensure that newly annexed lands are zoned in accordance with the Sammamish Comprehensive Plan Land Use Map and policies; and

WHEREAS, the City completed a feasibility study entitled the “Annexation Strategy Study” as of November 2007 which included specific recommendations for amendments to the City’s Comprehensive Plan and zoning map; and

WHEREAS, the City has adopted comprehensive plan land use designations for all the areas studied; and

WHEREAS, the zoning that has been proposed would implement and support the goals of the City’s Comprehensive Plan, and the City Council has found the zoning to be compatible with adjacent, existing and permitted land uses and the surrounding development pattern; and

WHEREAS, a revised zoning map has been developed to implement the Comprehensive Plan revisions; and

WHEREAS, in the event that the City Council adopts the revised zoning map and subsequently approves an annexation request, appropriate zoning will be in place; and

WHEREAS, in accordance with WAC 365-195-620, a notice of intent to adopt the proposed Comprehensive Plan amendments was sent to the State of Washington Department of Community, Trade and Economic Development on April 1, 2008 to allow for a 60 day review and comment period; and

WHEREAS, an environmental review of the proposed Comprehensive Plan amendments was conducted in accordance with the requirements of the State Environmental Policy Act

(SEPA), and a SEPA threshold determination of non-significance and notice of adoption was issued on February 7, 2008 and sent to state agencies and interested parties; and

WHEREAS, the public process for the proposed amendments has provided for early and continuous public participation opportunities including affected property owners from the following areas and on the following dates: Aldarra Estates, Montaine at Aldarra and Ravenhill, July 19, 2007; Camden Park, Camden Park Estates, The Trails at Camden Park and Devereaux, August 1, 2007; Duthie Hill Road Study Area, August 6, 2007; 244th North and 244th South PAA, September 10, 2007; and presentations to the Sammamish Planning Commission on July 19, September 20 and November 1, 2007; and

WHEREAS, the Planning Commission considered the proposed amendments at Planning Commission public hearings conducted on February 21, 2008 and March 6, 2008; and

WHEREAS, the Planning Commission considered the public comment received and other information presented at the public hearings and voted to recommend adoption of the proposed amendments to the City Council; and

WHEREAS, the City Council has considered the Planning Commission's recommended amendments; and

WHEREAS, the City Council desires to designate zoning for all the potential annexation areas within the City's Urban Growth Boundary; and

WHEREAS, the proposed zoning changes, if adopted, shall be contingent upon and take effect upon annexation to the City; and

WHEREAS, the City Council has considered the goals of GMA as set forth in RCW 36.70A.020 and determined that the proposed amendments attached to this ordinance reflect the appropriate balancing of the public interests served by the planning goals of the GMA.

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

**Section 1. Amendments to the Zoning Map.** The zoning map amendments set forth in Attachment "A" (map) to this ordinance are hereby adopted.

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

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_ DAY OF \_\_\_\_\_ 2008.**

CITY OF SAMMAMISH

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Mayor Lee Felling

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk: April 10, 2008  
Public Hearing: April 15, 2008  
First Reading: April 15, 2008  
Public Hearing:  
Passed by the City Council:  
Date of Publication:  
Effective Date:

Exhibit 4

Rosemont at Timberline, R-4-P to R-4

Outlook, R-4 to R-4

Trails at Camden Park, R-4-P to R-4

244th Avenue, R-1-P to R-1

244th Avenue, R-4 to R-4

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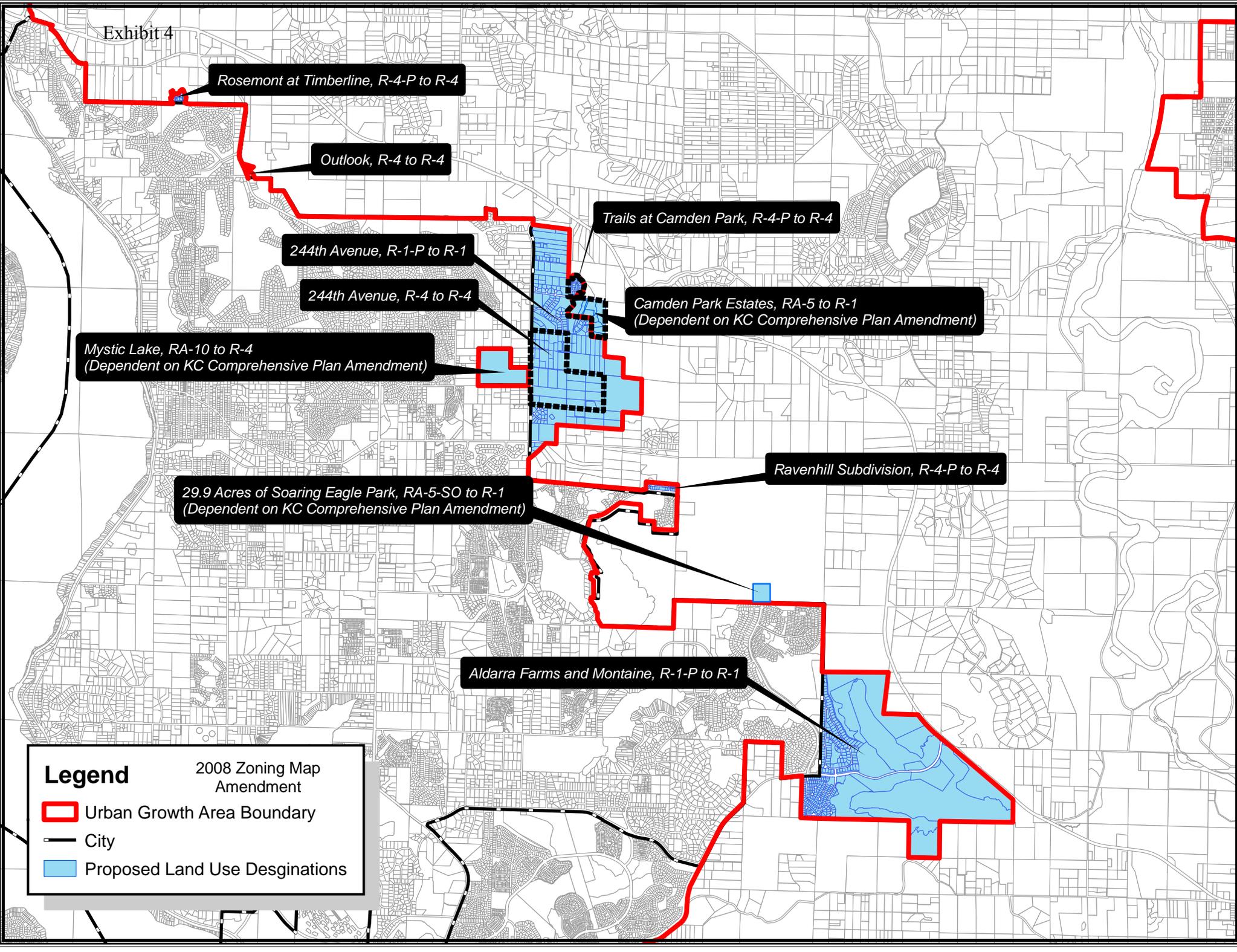
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(Dependent on KC Comprehensive Plan Amendment)

Ravenhill Subdivision, R-4-P to R-4

Aldarra Farms and Montaine, R-1-P to R-1

**Legend**      2008 Zoning Map Amendment

- Urban Growth Area Boundary
- City
- Proposed Land Use Designations





**Community Development Department**

801 228<sup>th</sup> Ave SE • Sammamish, Washington 98075 • Tel: 425.295.0500 • Fax: 425.295.0600 • Web: [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)

## Determination of Non-Significance (DNS) and Adoption of Existing Environmental Documents

**Description of proposal:** Adoption of 2008 Comprehensive Plan Amendments

The city's Comprehensive Plan, is proposed to be amended as follows 1.) Establish the designation of Potential Annexation Areas (PAA) for the areas known as "Mystic Lake", "Camden Park Estates", "Duthie Hill" and "Soaring Eagle Park" all of which are dependent on a King County Comprehensive Plan Amendment, and for the existing subdivisions, "Ravenhill" and "Rosemont at Timberline" and the area known as "The Outlook" all of which are within the urban growth area boundary 2.) Establish comprehensive plan land use designations for the PAA's established by the city in 2006 and for the above described proposed PAA's, 3). Change comprehensive plan land use designations and zoning from R-1 to R-4 for 40 acres, including the parcels, i.e., (3425069076, 3425069075, 3425069060, 3425069012, 3425069080, 3425069079, 3425069078, 3425069077, 3425069104, 3425069103 3425069102) associated with the Kaschko applicant generated docket request, and; 4.) Revise Figure III-2a of the Growth Management and Land Use Elements of the city's Comprehensive Plan depicting PAA's and study areas.

**Proponent:** City of Sammamish, Community Development Department

**Location of proposal:** The city limits of Sammamish

**Lead agency:** City of Sammamish, Community Development Department

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 21 days from the date below. Comments must be submitted in writing and received by the deadline described below.

**Titles, Agency, Adoption Dates and Descriptions of documents being adopted:**

**Documents:** Draft and Final Supplemental Environmental Impact Statements for the City of Sammamish Comprehensive Plan. The City of Draft and Final Sammamish Final Environmental Impact Statements Town Center Sub-Area Plan. **Lead Agency:** City of Sammamish Community Development Department. **Publication Dates:** February 18, 2003 and September 5, 2003 and October 2, 2007. **Descriptions:** These documents describe, on a programmatic level, the natural and built environmental features, functions, and values located in the City of Sammamish, and the impacts associated with the adoption of the Sammamish Comprehensive Plan and the Town Center Plan, including those impacts on the natural and built environment.

**If the documents being adopted have been challenged (WAC 197-11-630), please describe:**

N/A

**The documents are available to be read at:**

City of Sammamish, Community Development Department  
801-228<sup>th</sup> Ave SE  
Sammamish, WA 98075  
425-295-0500  
website: <http://www.ci.sammamish.wa.us/ComprehensivePlan>

We have identified and adopted these documents as being appropriate for this proposal after independent review. In addition to the information in the SEPA environmental checklists including the supplemental sheet for non-project actions; the documents listed above will help meet the environmental review needs for the current proposal and will accompany the proposal to the decision maker.

**Agency adopting the documents:** Community Development Department

**Date of issuance:** February 7, 2008

**Responsible official:**  
Kamuron Gurol, Director  
801-228<sup>th</sup> Ave SE  
Sammamish, WA 98075  
425-295-0520

**Contact person:**  
Emily Arteche, Senior Planner  
801-228<sup>th</sup> Ave SE  
Sammamish, WA 98075  
425-295-0522

2/6/08

Date

Signature

**You may comment on this determination. Send comments to:**

SEPA Responsible Official  
City of Sammamish, Community Development Department  
801-228<sup>th</sup> Ave SE, Sammamish, WA 98074

**Deadline:** Comments must be received at the address above by February 27, 2008 at 5pm per SMC 20.15.070. This is a programmatic SEPA decision therefore no administrative appeal is provided.