

AGENDA

City Council Regular Meeting

October 7, 2008

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Public Comment

Note: *This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.*

Approval of Agenda

Student Liaison Reports

- Eastlake High School
- Skyline High School
- Sammamish Youth Board

Presentations/Proclamations

- Recognition: Student Art Work in Lobby
- Recognition: International City Managers Association Award: Performance Measures
- ✓ Quarterly Report: Police
- ✓ Quarterly Report: Fire
- ✓ Quarterly Report: Finance

Consent Agenda

Payroll for pay period ending September 15, 2008 for pay date September 19, 2008 in the amount of \$230,598.61

Payroll for pay period ending September 30, 2008 for pay date October 3, 2008 in the amount of \$233,542.38

1. Approval: Claims for period ending October 7, 2008 in the amount of \$1,425,231.98 for check No. 21803 through 21939
2. Ordinance: Second Reading Adopting The Issaquah School District No. 411 Impact Fees For 2008

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



3. Ordinance: Second Reading Adopting The Lake Washington School District No. 414 Impact Fees For 2008
4. Contract: SE 20th Street Design/Transpo Group
5. Bid Award: Room 214 Remodel/Bayley Construction
6. Approval: Notes for September 15, 2008 Study Session
7. Approval: Minutes for September 16, 2008 Regular Meeting

Unfinished Business: None.

New Business: None.

Council Reports

City Manager Report – If necessary

Executive Session – If necessary

Adjournment

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AGENDA CALENDAR

October 2008			
Tues 10/07	6:30 pm	Regular Council Meeting	Presentations: Student Art Work in Lobby Presentation: ICMA /Performance Award Quarterly Reports: Police/Fire/Finance Ordinance: Second Reading Lake Washington School Dist. Capital Facilities Plan (consent) Ordinance: Second Reading Issaquah School Dist. Capital Facilities Plan (consent) Bid Award: Room 214 Remodel Contract: SE 20 th Street Design/Transpo Group
Tues 10/14	6:30 pm	Joint Meeting Arts Commission	Arts Commission Work Plan Update Art Commission Clock Presentation City Attorney Presentation: Cable TV Franchise 2009/2010 Budget Annexation Request: Camden Park (tentative)
Mon 10/20	6:30 pm	Joint Meeting Planning Commission	Update: Code Interpretation Ordinance Update: Historic Preservation Ordinance Update: Code block amendments Update: Minor code amendments
Tues 10/21	6:30 pm	Regular Council Meeting	Quarterly Reports: Parks/Public Works Ordinance: First Reading/Water & Sewer Franchise Agreement Resolution: Acceptance South Pine Lake Route Project Resolution: Annexation Request Camden Park Contract: SE 20 th St Design/Transpo Contract: Pine Lake Park Dock Demolition/Harbor Asphalt (consent)
November 2008			
Tues 11/04	6:30 pm	Regular Council Meeting	Public Hearing/First Reading Ordinance: 2009-2010 Budget Public Hearing/First Reading Ordinance: Property Tax Levy Rate Public Hearing/First Reading Ordinance: Code Amendments Ordinance: Second Reading Franchise Agreements Resolution: 2009 Salary Schedule Resolution: 2009 Master Fee Schedule (if necessary)
Tues 11/11	6:30 pm		Veterans Day (City Offices Closed)
Mon 11/17	6:30 pm	Joint Meeting	Issaquah School District Board
Tues 11/18	6:30 pm	Regular Council Meeting	Public Hearing/Second Reading Ordinance: 2009-2010 Budget Public Hearing/Second Reading Ordinance: Property Tax Levy Second Reading Ordinance: Code Amendments
December 2008			
Tues 12/02	6:30 pm	Regular Council Meeting	Approval: Human Services Grants
Tues 12/09	6:30 pm	Joint Meeting Parks & Recreation Commission	Evans Creek Preserve: Draft Long Term Strategy Plan Sammamish Landing Review of Master Plan Alternatives
Mon 12/15	6:30 pm	Study Session	Planning Commission Interviews Annual Growth Report/King County
Tues 12/16	6:30 pm	Regular Council Meeting	Resolution: Planning Commissioner Replacement Appointment
January 2009			
Tues 01/06	6:30 pm	Regular Council Meeting	
Tues 01/13	6:30 pm	Study Session	
Mon 01/19			Martin Luther King Day (City Offices Closed)
Tues 01/20	6:30 pm	Regular Council Meeting	

February 2009			
Tues 02/03	6:30 pm	Regular Council Meeting	
Tues 02/10	6:30 pm	Study Session	
Mon 02/16			President's Day (City Offices Closed)
Tues 02/17	6:30 pm	Regular Council Meeting	
March 2009			
Tues 03/03	6:30 pm	Regular Council Meeting	Public Hearing/First Reading Shoreline Master Plan Update
Tues 03/10	6:30 pm	Study Session	Sammamish Landing: Review of Preferred Master Plan
Mon 03/16	6:30 pm	Study Session	
Tues 03/17	6:30 pm	Regular Council Meeting	Public Hearing/Second Reading Shoreline Master Plan Update
April 2009			
Tues 04/07	6:30 pm	Regular Council Meeting	
Tues 04/14	6:30 pm	Study Session	
Mon 04/20	6:30 pm	Study Session	
Tues 04/21	6:30 pm	Regular Council Meeting	
May 2009			
Tues 05/05	6:30 pm	Regular Council Meeting	
Tues 05/12	6:30 pm	Study Session	
Mon 05/18	6:30 pm	Study Session	
Tues 05/19	6:30 pm	Regular Council Meeting	
June 2009			
Tues 06/02	6:30 pm	Regular Council Meeting	
Tues 06/09	6:30 pm	Study Session	
Mon 06/15	6:30 pm	Study Session	
Tues 06/16	6:30 pm	Regular Council Meeting	
July 2009			
Tues 07/07	6:30 pm	Regular Council Meeting	
Tues 07/14	6:30 pm	Study Session	
Mon 07/20	6:30 pm	Study Session	
Tues 07/21	6:30 pm	Regular Council Meeting	
To Be Scheduled		To Be Scheduled	
Resolution: Adopting Evans Creek Preserve Master Plan Approval: Non-Motorized Project Priority List Street Lighting Standards Revision Storm Drainage Manual Update		Resolution: Pine Lake Water Quality Plan Contract: Louis Thompson Basin Plan Design (Jan 2007) Contract: NPDES Phase II Permit Gap Analysis Public Hearing Second Read: Ordinance Code Interpretation Amendment	
		Parked Items	

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Events

[\[Add Event \]](#)[<< September](#)

October 2008

[November >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 4 p.m. Sammamish Farmers Market - Last of the season	2 6:30 p.m. Planning Commission Meeting	3	4 9 a.m. Lower Commons Park Volunteer Opportunity
5	6	7 6:30 p.m. City Council Meeting	8 6:30 p.m. Parks and Recreation Commission Meeting	9 6 p.m. Sammamish Youth Board Meeting 6 p.m. Real Estate Development Forum for Sammamish Town Center Landowners 7 p.m. Swil Kanim Performance	10	11 10 a.m. Art Fair
12 10 a.m. Art Fair	13	14 6:30 p.m. Joint Meeting: City Council, Arts Commission	15 5:30 p.m. New Operations & Maintenance Facility - Public Meeting	16 5:30 p.m. Planning Commission Meeting	17	18 9 a.m. Recycling Collection Event 9 a.m. Fall Recycling Event
19	20 6:30 p.m. Joint Meeting: City Council, Planning Commission 7 p.m. Arts Commission Meeting	21 6:30 p.m. City Council Meeting	22	23	24	25
26	27	28	29	30	31	

				5:30 p.m. Planning Commission Meeting	3 p.m. Trick or Treat at City Hall	
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[To Top](#)

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Events

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<< [October](#)

November 2008

[December](#) >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 6:30 p.m. City Council Meeting	5	6 5:30 p.m. Planning Commission Meeting	7	8
9	10	11 8 a.m. Vetern's Day City offices closed	12 6:30 p.m. Parks and Recreation Commission Meeting	13 6 p.m. Sammamish Youth Board Meeting	14	15
16	17 6:30 p.m. Joint Meeting: Issaquah School District Board 7 p.m. Arts Commission Meeting	18 6:30 p.m. City Council Meeting	19 6:30 p.m. Sammamish Landing Public Meeting #2	20 5:30 p.m. Planning Commission Meeting	21	22
23	24	25	26	27 8 a.m. Thanksgiving City offices closed	28 8 a.m. Thanksgiving City offices closed	29
30						

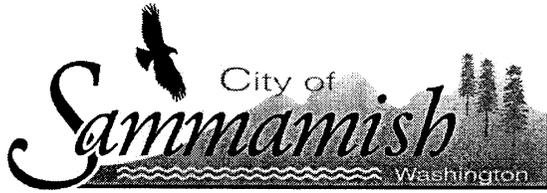
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Last updated Oct 01 2008



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: October 2, 2008
RE: Claims for October 7, 2008

\$ 43,505.71
1,257,824.97
123,901.30

TOTAL \$ 1,425,231.98

Check # 21803 through #21939

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21902	10/07/2008	AADAMS	AAdams Tree Service	1,378.85	000000
21903	10/07/2008	ALPINE	Alpine Products, Inc.	1,649.39	000000
21904	10/07/2008	ATTLONG	AT&T	66.91	000000
21905	10/07/2008	BILLSTRA	Bill's Trapping Service	100.00	000000
21906	10/07/2008	BMC	BMC West	4,225.96	000000
21907	10/07/2008	CADMAN	Cadman, Inc.	3,082.45	000000
21908	10/07/2008	G&M	G & M Traffic Solutions	2,454.00	000000
21909	10/07/2008	GEREND	Donald Gerend	1,007.22	000000
21910	10/07/2008	GUARDIAN	Guardian Security	136.25	000000
21911	10/07/2008	HDFOWL	H. D. Fowler Company	5,486.19	000000
21912	10/07/2008	HERTZ	Hertz Equipment Rental	289.95	000000
21913	10/07/2008	HORIZON	Horizon	362.51	000000
21914	10/07/2008	HOS	Hos Brothers Construction Inc	11,752.78	000000
21915	10/07/2008	HOWARD	Lyman Howard	69.19	000000
21916	10/07/2008	ISSAUTO	Issaquah Auto Tech, Inc	614.20	000000
21917	10/07/2008	KBA	KBA Inc	31,177.61	000000
21918	10/07/2008	KCRADIO	King Cty Radio Comm Svcs	196.33	000000
21919	10/07/2008	KINGFI	King County Finance A/R	1,223.00	000000
21920	10/07/2008	KLEINFEL	Kleinfelder, Inc.	8,576.45	000000
21921	10/07/2008	LAKESIDE	Lakeside Industries	226.72	000000
21922	10/07/2008	NABARR	National Barricade Co., LLC	3,351.91	000000
21923	10/07/2008	NATCON	National Concrete Cutting, Inc	430.55	000000
21924	10/07/2008	NELSONCO	Walter E. Nelson Company	241.33	000000
21925	10/07/2008	NWHYDRO	NW Hydroseeding	1,450.00	000000
21926	10/07/2008	OTAK	Otak	4,513.72	000000
21927	10/07/2008	PHOINIX	Phoinix Equipment LLC	3,934.90	000000
21928	10/07/2008	PSE	Puget Sound Energy	378.01	000000
21929	10/07/2008	QWEST	QWEST	122.37	000000
21930	10/07/2008	RAINIER	Rainier Wood Recyclers Inc	131.23	000000
21931	10/07/2008	RED-E	Red-E Topsoil	4,546.49	000000
21932	10/07/2008	SAM	Sammamish Plateau Water Sewer	634.58	000000
21933	10/07/2008	SANDERS	Dawn Sanders	49.22	000000
21934	10/07/2008	SMITHSUZ	Suzanne Smith	440.00	000000
21935	10/07/2008	TREEFARM	Tree Farm Home Owners Assoc	17,185.00	000000
21936	10/07/2008	UNITRENT	United Rentals NW, Inc	2,436.72	000000
21937	10/07/2008	VOYAGER	Voyager	9,054.33	000000
21938	10/07/2008	WAGEN	State of WA Dept of Gen Admin	500.00	000000
21939	10/07/2008	WAWORK	Washington Workwear LLC	424.98	000000

CHECK TOTAL: \$123,901.30

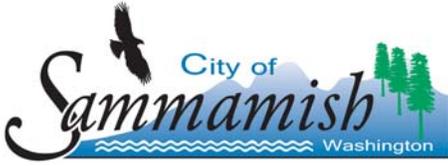
<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21808	10/07/2008	ACCURINT	Accurint	30.00	000000
21809	10/07/2008	ACTIVENE	The Active Network, Inc.	2,644.09	000000
21810	10/07/2008	ANI	ANI Administrators NW Inc	145.00	000000
21811	10/07/2008	APWA2008	APWA 2008 Fall Conference	400.00	000000
21812	10/07/2008	BELLCITY	City Of Bellevue	10,791.70	000000
21813	10/07/2008	BENNETT	Bennett Homes	7,500.00	000000
21814	10/07/2008	BERGERPA	Berger Partnership	55,248.37	000000
21815	10/07/2008	BMC	BMC West	274.73	000000
21816	10/07/2008	BOGDAN	Advantage Building Services	8,610.88	000000
21817	10/07/2008	BRAUNS	Jeff Brauns	171.41	000000
21818	10/07/2008	BURLINGA	Joan Burlingame	58.00	000000
21819	10/07/2008	BURNSTEV	Steve Burnstead Construction	7,500.00	000000
21820	10/07/2008	BUTKUS	Pete Butkus	417.74	000000
21821	10/07/2008	CARTRIDG	Cartridge World	874.79	000000
21822	10/07/2008	CHANDLER	Chandler Park LLC	14,849.31	000000
21823	10/07/2008	COMCAST	Comcast Cable Comm Inc	99.95	000000
21824	10/07/2008	COMSOUND	Commerical Sound & Video	136.26	000000
21825	10/07/2008	COOPER	Ben Cooper	513.60	000000
21826	10/07/2008	DAILY	Daily Journal of Commerce	549.55	000000
21827	10/07/2008	DUNHAM	Marlene Dunham	19.20	000000
21828	10/07/2008	EAGLE	Eagle Press & Supply	5,724.63	000000
21829	10/07/2008	EASTFIRE	Eastside Fire & Rescue	414,040.75	000000
21830	10/07/2008	EHSPTSA	Eastlake HS PTSA	55.00	000000
21831	10/07/2008	ENVIROIS	EnviroIssues	959.84	000000
21832	10/07/2008	EVANS	David Evans & Associates, Inc	159.48	000000
21833	10/07/2008	FERNLIFE	Fern Life Center	200.00	000000
21834	10/07/2008	FRANCO	Francotyp-Postalia, Inc	320.13	000000
21835	10/07/2008	GFOA	Govt Finance Officers Assoc	150.00	000000
21836	10/07/2008	GIANINI	Chris Gianini	117.92	000000
21837	10/07/2008	GRANDEVE	Grand Event Rentals	237.05	000000
21838	10/07/2008	GREENWOO	Greenwood Heating	62.50	000000
21839	10/07/2008	GRUEBER	James Grueber	521.00	000000
21840	10/07/2008	GUARDIAN	Guardian Security	72.00	000000
21841	10/07/2008	GUROL	Kamuron Gurol	236.70	000000
21842	10/07/2008	HDFOWL	H. D. Fowler Company	17.69	000000
21843	10/07/2008	HENDER	Henderson Young & Co	820.00	000000
21844	10/07/2008	HILLARD	Wendi Hillard	200.00	000000
21845	10/07/2008	HOWARD	Lyman Howard	249.01	000000
21846	10/07/2008	IIMC	Int Inst of Municipal Clerks	225.00	000000
21847	10/07/2008	IKONNW	Ikon Office Solutions	171.55	000000
21848	10/07/2008	IMPACT	Impact Studio Pro	2,702.50	000000
21849	10/07/2008	INTEGRA	Integra Telecom	3,879.98	000000
21850	10/07/2008	ISD	Issaquah School District	377.06	000000
21851	10/07/2008	ISSAQ1	Issaquah Press, Inc.	82.50	000000
21852	10/07/2008	ISSCITY	City Of Issaquah	268.75	000000
21853	10/07/2008	ISSIGNS	Issaquah Signs	196.20	000000
21854	10/07/2008	JIRSA	Barbara Jirsa	398.00	000000
21855	10/07/2008	KBA	KBA Inc	6,831.70	000000
21856	10/07/2008	KCSOLIDW	King County Solid Waste	45.00	000000
21857	10/07/2008	KINGFI	King County Finance A/R	153,334.28	000000
21858	10/07/2008	KINGSH	King County Sheriff's Office	321,666.14	000000
21859	10/07/2008	KINGWAT	King County Finance Water & Land Division	69,395.73	000000
21860	10/07/2008	LAFRANCE	Eric LaFrance	201.94	000000
21861	10/07/2008	LIVESOUN	Live Sound & Recording Co, LLC	81.60	000000
21862	10/07/2008	MAKERS	Makers Architecture & Urban	2,149.17	000000
21863	10/07/2008	MATTHIAS	Michael Matthias	70.82	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21864	10/07/2008	MICRO	Microflex, Inc.	105.81	000000
21865	10/07/2008	NEWTON	Matt Newton	565.40	000000
21866	10/07/2008	NIKOLAUS	Lori Nikolaus	200.00	000000
21867	10/07/2008	NWCASC	Northwest Cascade, Inc.	980.44	000000
21868	10/07/2008	NWLSVC	NW Landscape Service	2,063.00	000000
21869	10/07/2008	NWPAVE	NW Pavement Mgmt Assoc	800.00	000000
21870	10/07/2008	PERFORMA	Performance Journeys, Inc	2,200.00	000000
21871	10/07/2008	PHILPOT	Laura Philpot	39.78	000000
21872	10/07/2008	PIEDMONT	Piedmont Directional Signs	1,225.00	000000
21873	10/07/2008	PNWTITLE	Pacific NW Title Co of Wa	1,526.00	000000
21874	10/07/2008	PSE	Puget Sound Energy	20,234.93	000000
21875	10/07/2008	QWEST	QWEST	40.33	000000
21876	10/07/2008	ROBB	Susan Robb	500.00	000000
21877	10/07/2008	ROBINDAP	Daphne Robinson	65.56	000000
21878	10/07/2008	ROTH	Roth Hill Engineering Partners	4,898.40	000000
21879	10/07/2008	SAM	Sammamish Plateau Water Sewer	14,886.71	000000
21880	10/07/2008	SAMPARTN		66,842.82	000000
21881	10/07/2008	SAUERBRE	Leah Sauerbrey	200.00	000000
21882	10/07/2008	SB&MAC	Stewart Beall & MacNichols	6,440.00	000000
21883	10/07/2008	SEATIM	Seattle Times	810.50	000000
21884	10/07/2008	SEQUOYAH	Sequoyah Electric, LLC	1,415.78	000000
21885	10/07/2008	SMITHBEN	Ben Smith/The Junk Chime	500.00	000000
21886	10/07/2008	SONITROL	Sonitrol Pacific	683.16	000000
21887	10/07/2008	SPRAGUE	SPRAGUE	91.56	000000
21888	10/07/2008	SPRINT	Sprint	574.73	000000
21889	10/07/2008	SVR	SVR Design Company	1,400.00	000000
21890	10/07/2008	TACTICAL	Tactical Tailor	623.97	000000
21891	10/07/2008	TCF	TCF Architecture	9,758.49	000000
21892	10/07/2008	UNIVERSA	Universale Weed Cover	8,000.00	000000
21893	10/07/2008	VAN NOST	Maren Van Nostrand	1,659.00	000000
21894	10/07/2008	WAALARM	Wa Alarm Inc	145.26	000000
21895	10/07/2008	WAAUDIT	Wa State Auditor's Office	117.90	000000
21896	10/07/2008	WACRJUST	Wa State Criminal Justice Training Commission	500.00	000000
21897	10/07/2008	WAECOL	Wa State Dept of Ecology	7,734.50	000000
21898	10/07/2008	WAINS	Wa Cities Insurance Authority	95.00	000000
21899	10/07/2008	WAPAT	Wa State Patrol	10.00	000000
21900	10/07/2008	WATREAS	Wa State Treasurer	508.50	000000
21901	10/07/2008	YAKIMA	Yakima County Department of Corrections	2,326.24	000000

CHECK TOTAL: \$1,257,824.97

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21803	09/19/2008	ANI	ANI Administrators NW Inc	1,323.46	000000
21804	09/19/2008	ICMA401	ICMA 401	26,939.88	000000
21805	09/19/2008	ICMA401x	ICMA401	4,262.46	000000
21806	09/19/2008	ICMA457	ICMA	10,083.03	000000
21807	09/19/2008	WAREV	Wa State Dept of Revenue	896.88	000000

CHECK TOTAL:				\$43,505.71	



CITY COUNCIL AGENDA BILL

Subject: Ordinance,
Issaquah School District 2008 Impact Fees

Meeting Date: October 7, 2008

Date Submitted: September 9, 2008

Originating Department: Community Development

Action Required: Second reading. Move to adopt ordinance.

Clearances:

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

Exhibits:

- A) Ordinance.
(A copy of the *Capital Facility Plan* is available upon request.)

Budgeted Amount: None.

Summary Statement:

The Issaquah School District No. 411 updated its Capital Facilities Plan in August of this year. The plan revises the school impact fees for year 2008. The adjustments are: single family dwelling, (SFR), \$5,495.00 and multi-family (MF) dwelling \$806.00.

Background:

The City has an agreement in place with the school district for the assessment of this fee for residential building permits. The SF dwelling fee was previously \$6,021.00. The MF dwelling fee was previously \$948.00.

Financial Impact:

None.

Recommended Motion:

Move to adopt the ordinance approving the 2008 Issaquah School District Impact Fees

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

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON,
ADOPTING THE ISSAQUAH SCHOOL DISTRICT NO. 411 IMPACT
FEES FOR 2008.**

WHEREAS, Chapter 82.02 RCW authorizes the City to collect impact fees for public facilities which are addressed by a capital facilities plan element of a comprehensive plan adopted and revised in compliance with RCW 36.70A.070; and

WHEREAS, Section 24.15.020 of the Sammamish Municipal Code adopted the Issaquah School District No. 411 capital facilities plan as a sub-element of the City’s comprehensive plan; and

WHEREAS, Chapter 21A.105 of the Sammamish Municipal Code sets forth the administrative provisions applicable to the calculation, collection and adjustment of school impact fees on behalf of the school district; and

WHEREAS, the Issaquah School District has submitted to the City the District’s Capital Facilities Plan for 2008 which establishes a revised impact fee schedule for single family housing units in the amount of \$5,495.00 per unit and for multifamily housing units in the amount of \$806.00 per unit;

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

Section 1. The City hereby adopts the Issaquah School District No. 411 impact fees for single family housing units in the amount of be \$5,495.00 per unit and for multifamily housing units in the amount of \$806.00 per unit.

Section 2. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force beginning January 1, 2009.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF SEPTEMBER 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:

First Reading: September 16, 2008

Passed by the City Council:

Effective Date:



CITY COUNCIL AGENDA BILL

Subject: Ordinance,
Lake Washington School District 2008 Impact Fees

Meeting Date: October 7 2008

Date Submitted: September 9, 2008

Originating Department: Community Development

Action Required: Second Reading. Move to adopt the ordinance

Clearances:

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

Exhibits:

- A) Ordinance.
(A copy of the Capital Facility Plan is available upon request.)

Budgeted Amount: None.

Summary Statement:

The Lake Washington School District No. 411 updated its Capital Facilities Plan in August of this year. The plan revises the school impact fees for year 2008. The adjustments are: single family dwelling, (SFR), \$6,492.00 and multi-family (MF) dwelling \$887.00.

Background:

The City has an agreement in place with the school district for the assessment of this fee for residential building permits. The SF dwelling fee was previously \$5,568.00. The MF dwelling fee was previously \$657.00.

Financial Impact:

None.

Recommended Motion:

Move to adopt the ordinance approving the 2008 Lake Washington School District impact fees.

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

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON,
ADOPTING THE LAKE WASHINGTON SCHOOL DISTRICT NO. 414
IMPACT FEES FOR 2008.**

WHEREAS, Chapter 82.02 RCW authorizes the City to collect impact fees for public facilities which are addressed by a capital facilities plan element of a comprehensive plan adopted and revised in compliance with RCW 36.70A.070; and

WHEREAS, Section 24.15.020 of the Sammamish Municipal Code adopted the Lake Washington School District No. 414 capital facilities plan as a sub-element of the City's comprehensive plan; and

WHEREAS, Chapter 21A.105 of the Sammamish Municipal Code sets forth the administrative provisions applicable to the calculation, collection and adjustment of school impact fees on behalf of the school district; and

WHEREAS, the Lake Washington School District has submitted to the City the District's Capital Facilities Plan for 2008-2013, which establishes a revised impact fee schedule for single family housing units in the amount of \$6,492.00 per unit and for multifamily housing units in the amount of \$887.00 per unit;

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

Section 1. The City hereby adopts the Lake Washington School District No. 414 impact fees for single family housing units in the amount of be \$6,492.00 per unit and for multifamily housing units in the amount of \$887.00 per unit.

Section 2. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force beginning January 1, 2009.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF OCTOBER 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:

First Reading: September 16, 2008

Passed by the City Council:

Effective Date:



CITY COUNCIL AGENDA BILL

Subject:
SE 20th Street Non-motorized Improvements
Engineering and Professional Services Contract

Meeting Date: October 7, 2008

Date Submitted: October 1, 2008

Originating Department: Public Works

Action Required:

- Authorize the City Manager to execute a Contract Agreement with The Transpo Group, Inc. for Engineering and Professional Services related to the SE 20th Street Non-motorized Improvement project.

Clearances:

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

Exhibits:

- 1) Agreement for Services
- 2) "Exhibit A" – Scope of Services
- 3) "Exhibit D" – Fee Estimate

Budgeted Amount: Money for these services is budgeted in the Non-Motorized Improvement Program (001-040). The City Council's 2008 adopted budget contains a total of \$3,230,000 appropriated for non-motorized transportation.

Summary Statement:

This contract agreement will provide the engineering design and bid documents for non-motorized facilities along SE 20th Street from 212th Avenue SE to 228th Avenue SE. The purpose of the project is to improve pedestrian and bicycle safety along this collector road within the City.

Background:

During the July 1, 2008 council study session and the September 2, 2008 council meeting, the City Council identified SE 20th Street as a high priority area needing non-motorized improvements. Public Works staff conducted the project's first public meeting on September 24, 2008 with over sixty (60) residents participating in a question and answer session as well as a survey of public reaction to numerous options for road cross sections. Public input and more detailed construction costs estimates will weigh heavily on the ultimate road cross

section design. This contract agreement will allow staff to develop design alternatives, provide feedback to the public in a second public meeting, and bring forward to the City Council a recommended design alternative. The selected design alternative will be used to develop documents for environmental permitting and construction bid documents.

Financial Impact:

It is anticipated that \$230,000 from the 2008 budgeted funds will be spent this year. The proposed 2009/20010 budget is requesting that \$3,000,000 (currently budgeted in 2008) be reallocated in 2009 to complete the SE 20th Street Non-Motorized improvements. Engineering design services for this project will be \$300,000 of the total project cost.

Recommended Motion:

Move to authorize the City Manager to execute a contract with The Transpo Group, Inc. for an amount not to exceed \$300,000 for Engineering and Professional Services in association with the SE 20th Street Non-motorized Improvement Project.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: **The Transpo Group, Inc.**

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

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

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

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

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2009, unless sooner terminated under the provisions of the Agreement. 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. Any use of these materials on a different project, on this project after a termination of this Agreement when the Consultant is not in default, or in a manner not contemplated by this Agreement shall be at the City's sole risk and without liability to Consultant or its officers, directors, employees or subconsultants. The City agrees to defend and indemnify Consultant against any claim by any third party arising out of or related to the City's use of the materials on a different project, on this Project after a termination of this Agreement when Consultant is not in default, or in a manner not contemplated by this Agreement.
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the

performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

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

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or equivalent 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 relevant to the services provided under this Agreement in accordance with GAAP (Generally Accepted Accounting Principals) and FAR (Federal Acquisition Regulations).

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

14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement that is not generally known to the public shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination. This provision shall not apply to such information as Consultant can show was known to Consultant in written or graphic form prior to the date of this Agreement

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 prior to the end of the current fiscal period and shall not be obligated to make payments for services or amounts incurred after the end of the current

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

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

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

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

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

Company Name The Transpo Group
Contact Name Tim Hedges, P.E.
Street Address 11730 118th Ave NE Ste 600
City, State Zip Kirkland, WA 98034-7120
Phone Number 425-821-3665
Email Tim.Hedges@transpogroup.com

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The substantially 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: Bonnie Halderson

Title: City Manager

Title: President

Date: _____

Date: 10/1/08

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A

SCOPE OF SERVICES

During the term of this AGREEMENT, The Transpo Group, Inc. (CONSULTANT) will perform professional services for the City of Sammamish (CITY) in connection with the following project:

CITY OF SAMMAMISH

SE 20TH STREET NON-MOTORIZED IMPROVEMENTS 212th Avenue SE to 228th Avenue SE

1. PROJECT DESCRIPTION

The work consists of providing conceptual (alternatives) evaluation; preliminary design; final design (PS&E); geotechnical engineering; environmental reconnaissance and documentation; and preparation of construction plans, specifications, and estimate of probable construction cost for a total for approximately 1 mile of pedestrian-related improvements. The anticipated improvements generally include the following, to be designed in a single phase:

- **Pedestrian Sidewalk:** Provide design for continuous sidewalk along one side of the roadway – possibly alternating from one side to the other. Consider alternatives for cement sidewalk, asphalt pathway, porous pavement, or other treatments as mutually agreed.
- **Bicycle Pathway:** Provide design for roadway widening to better accommodate bicycle traffic. Consider alternatives for wider traffic lanes, dedicated bicycle lanes, multi-use pedestrian/bicycle pathway, or other treatments as mutually agreed.
- **Curbing:** Provide design for curbing along one or both sides of the roadway. Consider alternatives for curb-and-gutter, vertical curbing, extruded curbing, or other treatments as mutually agreed.
- **Storm Drainage:** Provide design for storm drainage collection, conveyance, treatment, detention and/or infiltration for applicable new pavement/sidewalk areas. Integrate with existing open ditch drainage system where applicable.
- **Retaining Walls:** Provide design or retaining walls which may be required to support roadway widening and/or sidewalk construction.
- **Overhead Utility:** CITY will provide all direct coordination required for utility relocation. Consultant will identify locations where design conflicts with existing utilities (poles, trunk lines, and services) where the conflict cannot be reasonably avoided and may require adjustment or relocation of the utility.

2. ASSUMPTIONS

This scope of work is based on the following assumptions:

- a. Budget for the project scope is based on a project design schedule of 8 months commencing with notice-to-proceed.
- b. Man-hour estimates assume that one contract bid package will be prepared representing all work items associated with the project.
- c. Applicable CITY of Sammamish and/or WSDOT Standard Plans may be included in the Contract Provisions.
- d. CONSULTANT reserves the opportunity to shift budget between work tasks.
- e. Analyses, design, plans, specifications, and estimates performed or prepared as part of this project will be in English units.
- f. APWA and CITY of Sammamish drafting standards will be used.
- g. All drawings will be produced in AutoCAD format.
- h. See "Items and Services to be Furnished by CITY" below.

3. ITEMS AND SERVICES TO BE FURNISHED BY CITY

The CITY will provide the following items and services to the CONSULTANT which will facilitate the work to be undertaken for project; if applicable. The CONSULTANT is entitled to rely upon the accuracy and completeness of the data furnished by the CITY:

- a. Any applicable record drawings, plans, reports, and other information available to the City associated with the project area and adjacent vicinity.
- b. Completed survey base maps in AutoCAD and hard-copy format.
- c. Completed three-dimensional triangular irregular network (TIN) in AutoCAD format, or other as mutually agreed.
- d. Electronic aerial mapping within project limits, if desired.
- e. Existing right-of-way and centerline location/bearings, and applicable survey control points.
- f. Results of environmental pre-application meetings attended by CITY staff.
- g. Base map legend, symbols, and abbreviations.
- h. Traffic, truck, and bus counts, if required.
- i. Contract Provisions (Specifications) "boilerplate", if available.
- j. Timely reviews of all work at mutually agreed upon times and consolidation of all review comments onto one review set prior to return to the CONSULTANT.
- k. Field review of proposed concepts and improvements with the CONSULTANT.
- l. Rights-of-entry upon all lands necessary for the performance of the work, including field reviews, soil exploration, environmental delineation and surveying; if necessary.
- m. Payment of applicable review and/or permit fees.
- n. Utility locates and measure-downs for underground utilities, if required.
- o. Advertisement for bids.

- p. Reproduction of bid documents.
- q. Primary stakeholder coordination.
- r. Public involvement coordination and meeting venues.
- s. Coordination with franchise utilities.
- t. CITY of Sammamish CAD standards and details, if applicable.
- u. Construction management/administration.

4. DESIGN CRITERIA. Reports prepared as part of this scope of work, to the extent feasible, will be developed in accordance with the latest edition and amendments to the following documents, as of the date this Agreement is signed:

WSDOT Publications

- a. Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), Standard Specifications for Road, Bridge and Municipal Construction, 2006 edition and applicable Amendments
- b. WSDOT/APWA Standard Plans for Roads, Bridge, and Municipal Construction
- c. Design Manual

AASHTO Publications

- d. A Policy on Geometric Design of Highways and Streets

CITY of Sammamish Standards

- e. Sammamish Municipal Code
- f. City of Sammamish Stormwater Comprehensive Plan
- g. Trails, Bicycle, and Paths Plans
- h. Interim Public Works Standards

Other Standards and Publications

- i. 2005 King County Stormwater Design Manual
- j. Low Impact Development Technical Guidance Manual for Puget Sound, January 2005
- k. Stormwater Management Manual for Western Washington, Washington State Department of Ecology
- l. FHWA and Washington State Department of Transportation, Manual on Uniform Traffic Control Devices (MUTCD)
- m. Washington State Regulations, Accessibility Design for All (ADA)

5. WORK TASKS

5.1. Project Management and Coordination

Project Management

The CONSULTANT will provide continuous project management and administration of services under this agreement. The CONSULTANT will provide direction and review the work of the staff and sub-consultants during the course of the project.

The CONSULTANT will manage the schedule, scope, budget, and quality over the term of the Agreement. Current design budget status, as well as projections, will be developed.

The CONSULTANT's Project Manager will maintain periodic communication with the CITY's Project Manager and the CONSULTANT's Project Team via informal meetings, telephone discussions, and electronic mail.

The CONSULTANT's Project Manager will prepare and maintain action item lists for significant items of work as needed.

Project Schedule & Updates

Upon consultation with the CITY, the CONSULTANT will prepare and maintain a project schedule using MS Project 2000 to track progress of the deliverables. The project schedule will be based on the scope of services and will show critical path and supporting activities. The CONSULTANT will update the project schedule periodically to indicate progress and changes.

Monthly invoices and progress reports will be submitted in mutually-agreeable format. The progress reports will summarize start, finish and percent complete for deliverable tasks during the billing period, percent complete of overall project elements, and anticipated deliverable tasks for the next month.

The CONSULTANT will also summarize in the monthly progress reports any significant problems or issues encountered and actions taken or required for their resolution, potential future delays, and issues/activities requiring CITY direction.

Project Coordination Meetings

Project coordination meetings will be conducted at the City of Sammamish on an as-needed basis. The CONSULTANT's Project Manager and other team members as appropriate will be available to attend project coordination meetings. Project progress, project risks, potential changes, schedule impacts, cost issues, and regulatory issues may be discussed. The CONSULTANT will provide the CITY with an agenda for each progress meeting. Anticipated meetings include the following:

- 1) Facilitate and attend Project Kickoff meeting and Field Walk-through at City of Sammamish: (1 meeting)
Assume meeting will be attended by Project Manager, Project Engineer, and one sub-consultant representative (if necessary).
- 2) Attend formal plan/document reviews at City of Sammamish: (3 meetings)
Assume meetings will be attended by Project Manager and Project Engineer.
- 3) Facilitate, attend, and document project coordination meetings at City of Sammamish: (2 meetings)
Assume meetings will be attended by Project Manager and/or Project Engineer.

Deliverables: Action Items List maintained as necessary
Project Schedule and monthly updates
Project Kickoff Meeting (1 meeting)
Plan/Document Review Meetings (3 meetings)
Progress Meetings (2 meetings)
Monthly Progress Reports and Invoices

5.2. Quality Assurance Review

The CONSULTANT will implement quality assurance procedures to ensure that all project deliverables are subjected to in-house peer reviews prior to submittal to the CITY. These reviews will be conducted under the direction of the CONSULTANT's Project Manager, and will focus on checking the major design elements with respect to adequacy of response to the specific design challenges, conformance to accepted design practices, constructability, and compliance with the CITY's standards.

A quality assurance check will be used to confirm that the design work and drawing presentation follows the CITY standards and that the work is of professional quality meeting the customary standard of care for the type of work in this locale.

Deliverables: Quality Assurance Reviews
Response to City's comments

5.3. Public Involvement

Attend 2 public open house meetings at City of Sammamish.
Assume meetings will be attended by Project Manager and Project Engineer.

Attend one City Council Meeting to support the City staff. Assume meeting will be attended by the Project Manager.

Attend up to five (5) one-on-one property owner meetings to resolve specific design issues and details at the City or on site. Assume meetings will be attended by the Consultant Project Manager.

Deliverables: Public meeting #2:

- Aerial roll out maps showing at a minimum, location of underground utilities, right-of-way limits, and proposed improvement footprint for each of three alternatives.
Assume 3 maps.
- Section graphic boards for each of three alternatives

Public meeting #3:

- One roll out aerial map of project showing at a minimum, right-of-way, utilities and proposed improvements.

City Council Meeting:

- Section graphic boards for each of three alternatives

One-on-one property owner meetings – total of five:

- Map showing proposed City improvement for each meeting as related to the individual property owner.

5.4. Data Collection & Review

The CONSULTANT will review the following, and will notify CITY of any additional information or clarification required:

- a. Review City-provided survey base maps in the field. Communicate additional survey/base mapping needs, if any.
- b. Review City-provided triangular irregular network (TIN) model. Communicate additional needs, if any.
- c. Review City-provided design/construction standards and details. Communicate any anticipated inconsistencies or discrepancies with the anticipated project scope.

Key CONSULTANT project personnel will visit the project site and familiarize themselves with the site conditions and data collected for the project. The CONSULTANT will obtain photographs for design reference. The base maps will be field checked by the CONSULTANT and CITY to ensure complete and accurate representation of existing conditions. The CONSULTANT will also field check the design to assure the design fits the conditions in the field.

Deliverables: Request/notification for additional information and/or clarifications.
Review of project site conditions.

5.5. Geotechnical Engineering

- a. Field Preparation. Visit the site to locate exploration locations and meet with utility locaters. Prepare a traffic control plan, and schedule drilling subcontractor.
- b. Field Exploration. Drill up to 8 hollow-stem auger borings ranging between 5 feet and 15 feet deep within the roadway/right-of-way. Use signs, cones, or flaggers to route traffic around the work area.
- c. Geologic Interpretation. Perform laboratory analysis on soil samples collected from the explorations. Research available geologic maps and nearby exploration logs; review the laboratory results; prepare boring logs; and prepare a site and exploration plan.
- d. Engineering Analysis. Using project traffic volumes provided by the City, and laboratory results to develop pavement sections based on AASHTO pavement design methods. Correlate soil types to estimate stormwater infiltration rates based on long term infiltration rates in accordance with the 2005 Stormwater Management Manual for Western Washington

- e. Report Preparation. Prepare Geotechnical Engineering Report summarizing findings, and provide recommendations for subgrade preparation, utility excavation and backfill, asphalt pavement sections, structural fill, stormwater infiltration and backfilled retaining walls (if applicable), and evaluation of geotechnical considerations during construction that could affect the methods and costs for construction. Finalize the report in response to comments provided by the project team.

Deliverables: Traffic Control Plan
Borings – up to 8 locations
Laboratory Test Results
Pavement Design Section
Draft Geotechnical Engineering Report (3 copies)
Final Geotechnical Engineering Report (2 bound copy, 1 unbound copy, 1 electronic copy)

5.6. Environmental Investigations and Permitting

Prepare a complete application submittal package for the following City permits in accordance with *CITY* permitting requirements:

- a. Prepare a draft and final SEPA Checklist for the proposed project and provide in electronic format.
- b. Prepare a draft and final Shoreline Substantial Development Permit in standard *CITY* format.
- c. Prepare a draft and final Critical Areas Study Report and provide in electronic format. The Critical Areas Study will include the following:
 - (1) Wetland and stream reconnaissance and delineation of wetlands within 100 feet of the proposed project limits.
 - (2) Preparation of wetlands ratings forms for all potentially affected wetlands.
 - (3) Discussion of potential impacts to endangered species and priority habitats, streams critical aquifer recharge areas, geologic hazard areas, and shoreline jurisdiction areas.
 - (4) Provide justification for impacts to critical areas in accordance with the Sammamish Municipal Code and Critical Areas Ordinance.

Assumptions:

- (1) Wildlife of concern will be searched for (presence and sign) during wetland and stream reconnaissance.
- (2) Study area includes up to a 100' wide strip fronting the following five properties along SE 20th Street: 0424069010, 0424069240, 0424069038, 0424069034, 0424069153, 0424069215.
- (3) Surveying for environmental delineations will be provided by the City.

- (4) Wetlands will be delineated in accordance with the Washington State Wetland Identification and Delineation Manual (1997, amended) and rated according to the Washington State Wetland Rating System for Western Washington (Department of Ecology, 2004, or as revised)
- (5) Wetlands will be delineated with sequentially numbered flagging.

Deliverables: Draft and final SEPA Checklist (3 copies)
Draft and Final Shoreline Substantial Development Permit (3 copies)
Draft and final Critical Areas Study Report (3 copies)

5.7. Utility Coordination

The Consultant will identify locations where design conflicts are anticipated with existing utilities such as poles, trunk lines, and services. These locations will be marked with highlighting or construction notes on plan sets or roll-maps for City use at 15% and 50% design stages. Consultant will suggest design changes that would minimize or eliminate identified conflicts.

The CITY will provide coordination of proposed improvements with the various public and private utilities and adjacent property owners to resolve conflicts and facilitate permitting and construction.

Deliverables: Utility Conflict Locations (15% and 50% design stages)
Utility Conflicts Memorandum (2 to 4 pages)

5.8. Conceptual Design (15%). Level of detail sufficient to support selection of preferred design concept, and to facilitate permitting, environmental review and documentation process. The CITY will select a preferred design concept.

- a. Prepare brief Design Criteria Memorandum (4 to 6 pages) documenting anticipated project design standards and criteria (roadway and drainage) which will be utilized for the project design. Incorporate response to comments from CITY staff.
- b. Brainstorm horizontal design concepts with the City and project team. Prepare up to 3 conceptual horizontal roadway layouts (40-scale roll maps) and supporting cross-sections (or visualizations) incorporating existing features, proposed curbing, sidewalk/pathway locations, bicycle facilities, channelization, and overhead utility locations. Review with CITY staff to identify any desired refinements or adjustments.
- c. Brainstorm storm drainage concepts with the City and project team. Prepare preliminary drainage calculations supporting storm drainage treatment and detention/infiltration concepts. Treatment and detention/infiltration concepts will focus on roadway/sidewalk areas of new impervious surface, or equivalent areas. Review with CITY staff to identify any desired refinements or adjustments.

- d. Evaluate horizontal sight distance at existing intersections, and vertical (profile) sight distance along SE 20th Street to identify any deficiencies. Prepare initial concept solution or approach for each identified deficiency. Prepare brief Sight Distance Evaluation Memorandum summarizing deficiencies and strategies (4 to 6 pages).
- e. Prepare concept-level estimates of preliminary construction costs to identify significant cost differences which may exist between roadway and storm drainage alternatives.
- f. Prepare one final conceptual horizontal roadway and storm drainage layout (40-scale roll map) and typical cross-section(s) incorporating desired refinements. *Assume* the CITY will adopt this iteration as a “preferred concept”.
- g. Prepare 15% dimensioned conceptual horizontal design plans, typical sections, proposed curbing, sidewalk/pathway locations, bicycle facilities, channelization, overhead utility locations, drainage concepts, and intersection layouts based on the *preferred concepts* selected by the CITY. *Assume* plan scale of 1” = 40’ H; and 1” = 10” V (11” x 17” sheet size). The following plan sheets are anticipated: Title Sheet (1); Legend Sheet (1); Typical Sections (1); Roadway/Drainage Plan and Profiles (12).
- h. Prepare preliminary design quantities and 15% estimate of probable construction costs.
- i. Identify locations of significant shrubbery and/or tree removal. Prepare Vegetative Screening Conflicts Memorandum and plans summarizing anticipated conflicts and removals. Provide suggestions for design alternatives that would minimize or eliminate conflicts. (2 to 4 pages plus plan sheets)
- j. Prepare Preferred Alternative Summary Memorandum summarizing the conceptual design/decision process (6 to 10 pages).

Deliverables: Draft and Final Design Criteria Memorandum
 Conceptual Horizontal Roadway/Pedestrian Layouts (3 concepts)
 Typical Cross-Sections or Visualizations (3 concepts)
 Final Conceptual Horizontal Roadway/Pedestrian Layout and supporting
 Typical Cross-Section(s)
 15% Conceptual Plans (5 copies)
 15% Estimate of Probable Construction Cost (2 copies)
 Sight Distance Evaluation Memorandum (2 copies)
 Vegetative Screening Conflicts Memorandum (2 copies)
 Preferred Alternative Summary Memorandum (2 copies)

5.9. Preliminary Design (50%). Refine 15% horizontal design plans, incorporating CITY comments. Prepare preliminary vertical roadway design. Prepare preliminary storm drainage design. Refine pavement/sidewalk design options.

- a. Prepare Cover Sheet with Vicinity Map and Index. (1 sheet)
- b. Prepare General Notes and Legend sheet. (1 sheet)
- c. Prepare Survey Control Sheet. (1 sheet)

- d. Prepare Erosion Control Plan and Details. (4 sheets)
Assume plan-over-plan layout at plan scale of 1" = 40' H.
- e. Prepare vertical roadway design to maximize close tie-in with existing pavement and "edge conditions". Generate DTM and prepare InRoads design cross sections (50-foot intervals) showing existing and proposed roadway surfaces. (18 sheets)
Assume scale of 1" = 20' H; and 1" = 5" V.
- f. Identify location, size and type of retaining walls, if applicable. Prepare preliminary retaining wall design cross-sections and profiles. Different wall design options will be investigated including Cantilever Concrete Walls and Mechanically Stabilized Earth (MSE) Walls. (2 sheets)
Assume a total length of retaining walls not to exceed 300 feet; maximum height 6 feet.
- g. Prepare storm drainage concept and calculations supporting preferred roadway design concept. Prepare Preliminary Storm Drainage Technical Information Report (TIR) summarizing the preferred storm drainage design
- h. Prepare horizontal and vertical layout/elevations for storm drainage collection, conveyance, treatment, and detention/infiltration system(s). Layout preliminary locations for catch basins, laterals, and storm drainage trunk line, treatment, detention and/or infiltration facilities.
Assume storm drainage treatment, detention, and/or infiltration will consist of open ditches, vaults, pipes, and trenches placed parallel to the roadway; generally within the existing right-of-way.
- i. Prepare 50% Typical Sections and Details including: asphalt pavement/ subgrade design options; typical roadway sections; and "edge design" options. (1 sheet)
- j. Prepare 50% storm drainage details for treatment, detention, and infiltration facilities. (1 sheet)
- k. Prepare 50% Roadway and Drainage Plan/Profiles including: construction centerline, stationing, and bearings; centerline profile, elevations, and slopes; curbing; sidewalks and pathways; intersection horizontal geometry; bus stop/pad horizontal geometry (if applicable); cut/fill line locations; driveway locations; curb ramp locations; mail box locations; storm drain catch basins, manholes, laterals, catch basins (GE's, IE's, slopes), treatment facilities, and retention/detention facilities; vertical locations (where applicable) of existing sewer, storm, water, gas, and telephone "crossings"; and preliminary construction notes. (12 sheets)
Assume plan scale of 1" = 20' H; and 1" = 5" V.
- l. Prepare 50% Channelization and Signing Plans including: traffic lane and bicycle channelization; stop bars; crosswalks; graphic type and location of proposed signs; bus stop/pad locations; and curb ramp locations. (6 sheets)
Assume plan-over-plan layout at plan scale of 1" = 20' H.
- m. Prepare listing and/or copies of proposed Sammamish and/or WSDOT standard details.

- n. Prepare 50% list of bid items, quantities, and estimate of probable construction costs based on 2008 WSDOT/APWA Standard Specifications and Sammamish Special Provisions.
Assume miscellaneous and contingency cost items will be included at this stage.

Deliverables: 50% Alignment (InRoads) Cross Sections (2 full-size)
50% Design Plans (3 full-size , 5 half-size)
Outline of Specifications
50% Bid Items and Estimate of Probable Construction Cost (5 copies)
Preliminary Storm Drainage Technical Information Report (TIR) (2 copies)
Above items in electronic PDF burned on CD
Roll Plot plan view of the project

5.10. Final Design PS&E (90%). Prepare construction-ready plans, details, bid items, quantities, special provisions, and estimate for detailed review by CITY staff. Incorporate response to comments from 50% CITY review. Prepare design documents with such provisions and in such detail as to permit convenient layout in the field for construction and other purposes. The design documents will be prepared to the level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region. Design documents will include the following:

- a. Prepare Title Sheet, Vicinity map, Index, General Notes, Legend, Symbols, Abbreviations, and Survey Control. (3 sheets)
- b. Refine TESC Plans and Details. (4 sheets)
- c. Refine Typical Roadway Sections and Paving Details. Incorporate construction staging considerations into typical sections, if applicable. (1 sheet)
- d. Refine Roadway and Storm Drainage Plan and Profiles including all proposed elevations and construction notes. (12 sheets)
- e. Prepare Intersection Grading Detail Sheets, including curb return elevations. (3 sheets)
- f. Prepare Miscellaneous Roadway, Storm Drainage, and Edge Mitigation Details. (2 sheets)
- g. Prepare Retaining Wall Profiles and Details. (1 sheet)
- h. Refine Channelization and Signing Plans, Notes, and Channelization Details. (6 sheets)
- i. Prepare Sign Specifications (table) and Standard Installation Details. (1 sheet)
- j. Prepare Final Drainage Technical Information Report (TIR)
- k. Prepare Proposal Bid Items in CITY standard format.
- l. Prepare Special Provisions in CITY standard format (Div. 0 through 9).
- m. Prepare Project Provisions (Construction Manual) in CITY standard format.
- n. Calculate Final Bid Quantities for Proposal Bid Items.
- o. Prepare Estimate of Probable Construction Costs for Proposal Bid Items.

- p. Perform Senior in-house 90% Quality Assurance and Constructability Review, and incorporate response to comments. Perform “plans-in-hand” field review. Document findings of review in “red-line” and/or written format.

Deliverables: 90% Design Plans (3 full-size and 5 half-size)
90% Contract Provisions and Special Provisions (5 copies)
90% Proposal Items, Quantities, and Estimate of Probable Construction Cost (5 copies)
Draft Drainage Technical Information Report (TIR) (2 copies)
Above items in electronic PDF burned on CD
Roll Plot plan view of the project

5.11. Final Design PS&E (99%).

- a. Prepare Final Documents incorporating responses to 90% PS&E comments from CITY staff.
Assume the number, format, and tent of plan sheets will generally remain unchanged.
- b. Perform Senior in-house 99% Quality Assurance Review.
- c. Transmit 99% Design Plans, Project Provisions, Special Provisions, and Estimate of Probable Construction Cost to CITY for final review.
Assume CITY’s review at this stage is for the purpose of verifying that comments transmitted at 90% completion stage were incorporated into the 99% documents, as mutually agreed. It is assumed that “additional” design comments will not be generated at this stage.

Deliverables: 99% Design Plans (1 full-size and 2 half-size)
99% Contract Provisions and Special Provisions (2 copies)
99% Proposal Items and Estimate of Probable Construction Cost (2 copies)
Final Drainage Technical Information Report (TIR) (2 copies)

5.12. Final Bid Documents (100%).

- a. Prepare Final (Bid-ready) Construction Documents incorporating responses to 99% PS&E comments from CITY staff.
Assume no “additional” comments will be generated at this stage. Comments are designed only to verify that response to 99% final comments were incorporated as mutually agreed.
- b. Transmit Final (sealed/stamped and signed) Design Plans, Project Provisions, Special Provisions, and Estimate of Probable Construction Cost to CITY for reproduction and bid advertisement.
Assume there is no additional CITY review following this stage.
- c. The CITY will provide reproduction of Construction/Bid Documents, and will transmit 2 full-size and 4 half-size copies of plans to the CONSULTANT.

Deliverables: Final Plans (1 full-size original mylar)
Final Contract Provisions and Special Provisions
(1 camera-ready original)
Engineer's Estimate of Probable Construction Cost (1 copy)

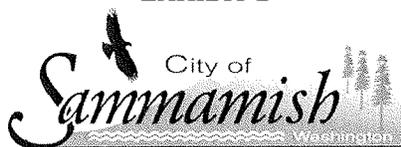
It is mutually agreed that any cost estimate provided by CONSULTANT will be on a basis of experience and judgment, but since the CONSULTANT has no control over market conditions or bidding procedures, the CONSULTANT cannot warrant that bids or ultimate construction cost will not vary from these cost estimates.

6. OPTIONAL SUPPORT SERVICES – MANAGEMENT RESERVE FUND

The CONSULTANT may complete the following task items, only if specifically requested by the CITY, following supplemental scope and budget negotiation and approval:

- a. Refer to "Items and Services to be Furnished by CITY" above.
- b. Right-of-way acquisition support, including right-of-way plans, legal descriptions, parcel maps, and supporting calculations/documentation.
- c. Additional one-on-one property owner meetings.
- d. Preparation and attendance for environmental pre-application meetings.
- e. Additional environmental permitting support including preparation of wetland mitigation plan, JARPA permit, Nationwide permit, Section 404 permit, HPA, and Clearing and Grading permit.
- f. Final design of significant roadway profile modifications (cutting and filling of the existing roadway section) for enhancement of vertical sight distance.
- g. Design of additional retaining walls beyond the width x height (approximate quantity) identified. Design of architectural retaining wall treatments.
- h. Landscaping design.
- i. Illumination design.
- j. Design of traffic signal modifications.
- k. Assistance during bidding – response to bidder's questions and addenda.
- l. Construction Engineering support (review of materials submittals, response to RFI's, and special inspections/field observations).

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.	
Check # _____	Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you 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.: 91-1052718

Social Security No.: N/A

Print Name: _____

Title: President/CEO

Business Name: The Transpo Group, Inc.

Business Address: 11730 118th Avenue NE, Suite 600, Kirkland, WA. 98034-7120

Business Phone: (425) 821-3665

10/1/08
Date

Bruce Haldor
Authorized Signature (Required)

**EXHIBIT D
Transpo Billing Rate Schedule**

Rates are effective June 21, 2008 through June 19, 2009

Category	Billing Rate Range	
	Min	Max
Engineer/Planner - Principal	\$200	\$250
Engineer/Planner/Analyst/Proj Adm - Senior Level III	\$165	\$200
Engineer/Planner/Analyst/Proj Adm - Senior Level II	\$150	\$165
Engineer/Planner/Analyst/Proj Adm - Senior Level I	\$120	\$155
Engineer/Planner/Analyst/Proj Adm - Level III	\$100	\$130
Engineer/Planner/Analyst/Proj Adm - Level II	\$65	\$110
Engineer/Planner/Analyst/Proj Adm - Level I	\$50	\$100

**EXHIBIT D
Cost Estimate Worksheet**

SE 20th Street Non-Motorized Improvements City of Sammamish, Washington
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Pay rates are effective from June 21, 2008 through June 19, 2009, within the ranges shown in the attachment.
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Principal	Project Manager	Project Engineer	Design Engineer	Graphics		Project Admin
name		Jim	Andrea	Brooks	Rob		JR
job title		SE3	SE1	E1	E2		PA3
cost rate	\$215.00	\$195.00	\$135.00	\$90.00	\$110.00		\$105.00

Labor:

Work Task								Hours	Cost
Task 5.1	Project Management (8 months)							8%	\$12,400.00
	Prepare and maintain monthly project schedule		8	2				10	\$1,830.00
	Facilitate and maintain project communications with project team and sub-consultants	2	32					34	\$6,670.00
	Monthly Progress Reports and Invoicing		8	8			12	28	\$3,900.00
	Project Coordination Meetings							4%	\$7,260.00
	Prepare for and attend Project Kickoff Meeting/Field Walk (1)		6	4				10	\$1,710.00
	Plan/Document Reviews (3)		10	10				20	\$3,300.00
	Project Coordination Meetings (2)		6	6	3			15	\$2,250.00
Task 5.3	Public Involvement							3%	\$5,640.00
	Attend Public Meetings and Prepare Supporting Graphics		2	12		12		26	\$3,330.00
	Attend 5 one-on-one property owner meetings. Prepare supporting graphic for each meeting.		10		4			14	\$2,310.00
Task 5.4	Data Collection and Review							2%	\$2,550.00
	Review, Incorporate and Comment on Data Provided by City		2	12	6			20	\$2,550.00
Task 5.7	Utility Coordination							2%	\$2,595.00
	Prepare Letters to Utilities			1	3			4	\$405.00
	Identify Conflicts and Prepare Roll Maps			2	6			8	\$810.00
	Prepare Utility Conflicts Memorandum		2	6	2			10	\$1,380.00
Task 5.8	Conceptual Design (15%)							18%	\$29,350.00
	Draft and Final Design Criteria Memorandum		2	6				8	\$1,200.00

**EXHIBIT D
Cost Estimate Worksheet**

	Principal	Project Manager	Project Engineer	Design Engineer	Graphics		Project Admin
name		Tim	Andrea	Brooks	Rob		JR
job title		SE3	SE1	E1	E2		PA3
cost rate	\$215.00	\$195.00	\$135.00	\$90.00	\$110.00		\$105.00

Labor:

Work Task								Hours	Cost
	Prepare Initial Roadway/Sidewalk/Bicycle Concepts		6	32		20		58	\$7,690.00
	Prepare Initial Storm Drainage Concepts and Preliminary Calculations		6	12	12			30	\$3,870.00
	Evaluate Sight Distance. Recommend Treatments. Prepare Memorandum.		2	8	12			22	\$2,550.00
	Combine Preferred Roadway and Storm Drainage Concepts		2	4	8	6		20	\$2,310.00
	Prepare 15% Plans, Typical Sections, and Notes		4	16	30			50	\$5,640.00
	Prepare 15% Quantities and Estimate		2	4	8			14	\$1,650.00
	Prepare Vegetative Screening Conflicts Memorandum		1	6	2			9	\$1,185.00
	Prepare Preferred Alternative Summary Memorandum		4	12	4			20	\$2,760.00
	Transmit 15% Documents			1	4			5	\$495.00
Task 5.9	Preliminary Design (50%)							22%	\$35,595.00
	Prepare Vertical Roadway Design, DTM, and Alignment Cross Sections.		4	8	32			44	\$4,740.00
	Identify Location, Size and Type of Retaining Walls. Prepare Preliminary Sections and Profiles.		2	3	3			8	\$1,065.00
	Refine Storm Drainage Concept and Calculations. Prepare Storm Drainage Technical Information Report		8	24	24			56	\$6,960.00
	Layout Storm Drainage System (CB's, laterals/trunks, treatment, detention/infiltration)		8	24	24			56	\$6,960.00
	Prepare Title Sheet and Legend				2			2	\$180.00
	Prepare Survey Control Sheet		1	3				4	\$600.00
	Prepare Erosion Control Plans and Details		1	2	10			13	\$1,365.00
	Prepare 50% Typical Sections and Details		1	4	8			13	\$1,455.00
	Prepare 50% Storm Drainage Details		3	4	12			19	\$2,205.00
	Prepare 50% Roadway and Drainage Plan/Profiles (incorporating drainage from above)		6	12	32			50	\$5,670.00
	Prepare 50% Channelization and Signing Plans			4	8			12	\$1,260.00
	Prepare Standard Plans				2			2	\$180.00

**EXHIBIT D
Cost Estimate Worksheet**

	Principal	Project Manager	Project Engineer	Design Engineer	Graphics		Project Admin
name		Tim	Andrea	Brooks	Rob		JR
job title		SE3	SE1	E1	E2		PA3
cost rate	\$215.00	\$195.00	\$135.00	\$90.00	\$110.00		\$105.00

Labor:

Work Task								Hours	Cost
	Prepare 50% list of bid items, quantities, estimate, and specials		2	8	12			22	\$2,550.00
	Transmit 50% Documents			1	3			4	\$405.00
Task 5.10	Final Design PS&E (90%)							30%	\$50,070.00
	Prepare Title Sheet, Index, General Notes, Legend, Symbols, and Abbreviations			1	2			3	\$315.00
	Refine Survey Control Sheet			2				2	\$270.00
	Refine TESC Plans, Details, and Notes			2	8			10	\$990.00
	Refine Typical Roadway Sections and Paving Details			2	4			6	\$630.00
	Refine Roadway and Storm Drainage Plan and Profiles		12	28	96			136	\$14,760.00
	Prepare Intersection Grading Detail Sheets		2	4	28			34	\$3,450.00
	Prepare Miscellaneous Roadway, Storm Drainage, and Edge Mitigation Details		4	12	44			60	\$6,360.00
	Prepare Retaining Wall Profiles and Details		2	4				6	\$930.00
	Refine Channelization and Signing Plans, Notes, and Channelization Details		2	4	12			18	\$2,010.00
	Prepare Sign Specifications (table) and Standard Installation Details			2	6			8	\$810.00
	Prepare Proposal Bid Items		2	2				4	\$660.00
	Prepare Special Provisions		12	28				40	\$6,120.00
	Prepare Project Provisions (Construction Manual)		4	4				8	\$1,320.00
	Calculate Final Bid Quantities for Proposal Bid Items		2	8	24			34	\$3,630.00
	Prepare Estimate of Probable Construction Costs		2	2	4			8	\$1,020.00
	Perform Senior in-house 90% Quality Assurance and Constructability Review	6	12	4	20			42	\$5,970.00
	Transmit 90% Documents		1	2	4			7	\$825.00
5.11	Final Design PS&E (99%)							9%	\$14,095.00
	Prepare Final Documents incorporating responses to 95% PS&E comments		8	36	36			80	\$9,660.00

**EXHIBIT D
Cost Estimate Worksheet**

	Principal	Project Manager	Project Engineer	Design Engineer	Graphics		Project Admin
name		Tim	Andrea	Brooks	Rob		JR
job title		SE3	SE1	E1	E2		PA3
cost rate	\$215.00	\$195.00	\$135.00	\$90.00	\$110.00		\$105.00

Labor:

Work Task								Hours	Cost
	Perform Senior in-house 99% Quality Assurance Review	2	8	4	12			26	\$3,610.00
	Transmit 99% Design Plans, Project Provisions, Special Provisions, and Estimate for final review		1	2	4			7	\$825.00
5.12	Final Bid Documents (100%)							3%	\$5,490.00
	Prepare Final Construction Documents incorporating responses to 99% comments.		4	12	20			36	\$4,200.00
	Transmit Final Plans, Provisions, Special Provisions, and Estimate.		2	4	4			10	\$1,290.00

Total Hours	10	231	430	604	38	0	12	1,325	
Labor Costs	\$2,150	\$45,045	\$58,050	\$54,360	\$4,180	\$0	\$1,260		\$165,045

Miscellaneous Expenses:

Item	Reimbursable Cost
Federal Express / Courier	\$150
Phone	\$0
Fax	\$0
Postage	\$0
Graphic supplies	\$0
Photography	\$0
Travel expenses (mileage)	\$354
Reproduction	\$600
Traffic counts	\$0
Traffic accident data	\$0
Spec. MPS model run	\$0
Transportation Concurrency Application	\$0

Total Reimbursable Expenses	\$1,104
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Subconsultants:

Firm	Subs Cost
AMEC - Geotechnical	19,480.00
AMEC - Environmental	34,240.00
Tran Tech - Structural Walls	23,920.00
Sub-Consultant Markup (8%)	6,211.00

Total Subconsultants	\$83,851
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AUTHORIZED BUDGET	\$250,000
MANAGEMENT RESERVE	\$50,000

TOTAL CONTRACT AMOUNT	\$300,000
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CITY COUNCIL AGENDA BILL

Subject:
Room 214 Modifications – Construction Contract

Meeting Date: October 7, 2008

Date Submitted: October 1, 2008

Originating Department: Parks and Recreation

Clearances:

Action Required:
Authorize the City Manager to execute a contract with Bayley Construction for modifications to Room 214 at City Hall.

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

Exhibits:
1. Bid Tabulation

Budgeted Amount: \$350,000 is allocated in the 2007-08 budget for Room 214 Modifications

Summary Statement:

This contract is for modifications to Room 214 at City Hall. Room 214 is the office space currently occupied by the Finance Department and the Parks and Recreation Department on the second floor of City Hall. Modifications include the construction of five permanent offices, a conference room, and installation of a lowered ceiling. The HVAC ducts, the overhead lighting and the sprinkler system will be lowered to accommodate the new ceiling height.

Bids were opened on September 18, 2008 and a total of four bids were received. Staff evaluated the bids and Bayley Construction was identified as the lowest responsible bidder.

Background:

Since City Hall opened in 2006, the Finance Department and the Parks and Recreation Department have been located in Room 214.

There are a number of modifications needed to improve the area for regular and ongoing staff use. The modifications being requested would allow the configuration of Room 214 to reflect the more successful configuration and HVAC design being used on the 1st floor. Regulating the temperature in the space is one of the highest priorities. During the summer months, temperatures regularly exceed 78° F. During the winter months, the opposite is true and temperatures are often well below 65° F. This problem will be

addressed by installing a false ceiling (lowered ceiling) and lowering the HVAC ducts. The modifications will improve efficiency and allow for consistent temperature regulation on the second floor.

The lowered ceiling will also provide an opportunity to lower the overhead lights. The lighting in Room 214 is very poor. Ambient light from the windows provides some relief for those cubicles located next to the windows, but other work areas remain relatively dark. The lighting modifications will greatly improve the quality of the work space in Room 214.

Lastly, permanent offices will be constructed for the Directors, the Deputy Directors and the Accounting Manager. The construction plan calls for a total of five permanent offices and one conference room. This improvement will allow managers to hold meetings in their offices, which has not been possible especially when topics include personnel matters or other sensitive issues.

It should also be noted that the lowered ceiling and the construction of permanent offices will help to reduce the ambient noise on the second floor.

The construction project is expected to take approximately 10 weeks to complete. During construction, the Finance Department will relocate to Room 202. The Parks and Recreation Department will relocate to various work areas on the first floor, making use of the empty cubicles and one of the conference rooms. Staff are expected to move back to the second floor by January 1, 2009.

Financial Impact:

The total contract amount requested is \$203,830.00. This includes the construction contract (including WSST) and an additional 10% for contingency.

Room 214 Project Cost Summary

Construction Contract	\$170,000.00
10% Contingency	<u>\$ 17,000.00</u>
Subtotal Construction Contract	\$187,000.00
W.S.S.T	<u>\$ 16,830.00</u>
Total Construction Contract	\$203,830.00
Furniture Removal & Set-Up (Estimated)	\$ 11,500.00
Mechanical Balancing & Commissioning (Estimated)	\$ 8,500.00
TOTAL ESTIMATED PROJECT COST	\$223,830.00

Recommended Motion:

Authorize the City Manager to execute a contract with Bayley Construction for the modifications to Room 214 at City Hall in an amount not to exceed \$203,830.00.

City of Sammamish
Public Works

BID OPENING

2:00 P.M. (local time)
Page 1

Room 214 Modifications
September 18, 2008

BIDDER	SIGNED PROPOSAL	BID BOND	NON-COLLUSION AFFIDAVIT	ADD. #1	ADD. #2	BASE BID
Bayley Const.	✓	✓	✓	✓	✓	170,000
Western Ventures	✓	✓	✓	✓	✓	205,900
B2 Const. Services	✓	✓	✓	✓	✓	189,574
Roy E. Dunham	✓	✓	✓	✓	✓	222,760

Apparent Low Bidder Bayley Construction Engineer's Estimate \$200,000 - \$300,000



STUDY SESSION NOTES

Study Session September 15, 2008

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

Public Comment

Topics

- **A Regional Coalition for Housing (ARCH)**
- **Low Impact Development**

Council Reports

City Manager Report

Close Study Session

9:25 pm

COUNCIL MINUTES

Regular Meeting September 16, 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.

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, Assistant City Attorney Kari Sand, and Deputy City Clerk Stacy Herman.

Roll Call/Pledge

Roll was called. Planning Commissioner Tom Vance led the pledge.

Public Comment

Cory Prutzman: He represents the Laurels Development Homeowners Association. They are having troubles with the Historical house known as the “Baker” house. The house is located on a tract in the development and is currently deteriorating. There are liability issues with the deterioration and the fact that kids are breaking into the house and hanging out. He requests the City look into how the historical home can be restored.

Approval of Agenda

MOTION: Councilmember Huckabay moved to approve the agenda. Councilmember Petitti seconded.

AMENDMENT: Deputy Mayor Gerend made a motion to amend the agenda by adding a Parks Bond Presentation under Presentations and Proclamations. Councilmember Cross seconded. Motion carried unanimously 7-0.

AMENDMENT: Mayor Felling made a motion to amend the agenda by adding the Excellence in Green Award under Presentations and Proclamations. Councilmember Petitti seconded. Motion carried unanimously 7-0.

MAIN MOTION: Mayor Felling moved to approve the agenda as amended. Councilmember seconded. Motion carried unanimously 7-0.

Proclamations/Presentations:

- Mayor Felling and Deputy Mayor Gerend attended a conference sponsored by King County and accepted an award for an Excellence in Building Green for the City of Sammamish Commons. The award was given to the City for use of applying building green techniques.
- Parks Bond Presentation (copies of the presentation are available on the City's website at www.ci.sammamish.wa.us or by requesting a copy from the City Clerk.)

Consent Calendar

- **Payroll for pay period ending August 31, 2008 for pay date September 5, 2008 in the amount of \$257,864.29.**
- 1. **Approval: Claims for period ending September 16, 2008 for Check No. 21699 through Check No. 21802 in the amount of \$992,781.20**
- 2. **Resolution: Approving Certain Expenditures From The Housing Trust Fund For 2007/2008 (R2008-344)**
- 3. **Contract: SE 20th Street Survey/CH2mHill**
- 4. **Contract: Building Permit Drainage Review/J3 Mecham**
- 5. **Contract: Customer Service Training/Performance Journeys**
- 6. **Resolution: Accepting The Pine Lake Park Phase II Picnic Shelter Replacement Project As Complete/Danneko (R2008-343)**
- 7. **Approval: Study Session Notes for July 8, 2008**
- 8. **Approval: Minutes for July 21, 2008 Special Meeting**
- 9. **Approval: Minutes for September 2, 2008 Regular Meeting**

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

Public Hearing

Ordinance: Second Reading Amending The City Of Sammamish Municipal Code To Create A Low Impact Development Chapter, And Amending Certain Other Chapters Of The City Of Sammamish Municipal Code To Ensure Consistency With The Low Impact Development Chapter (O2008-236)

Community Development Direct Kamuron Gurol gave the staff report. This is the second reading of the ordinance. A revised ordinance was brought back as directed by Council on February 5, 2008. SvR Design was retained to review the City's proposed ordinance and to provide comments. The outcome was a Review Memorandum dated August 26, 2008, a revised Draft Code Amendment, and a "Point System" matrix providing comparison between proposed Low Impact Development designs and incentives. Staff recommends continuing the public hearing, take public testimony, close the public hearing and adoption of the proposed LID ordinance as modified by SvR Design.

Public Hearing opened at 6:50 p.m.

Ilene Stahl 21553 SE 28th Lane: She complimented the updated LID ordinance and the work by staff and SvR. She was satisfied that if Low Impact Development (LID) becomes mandatory, the City will come back and look at the LID ordinance to see if it meets the criteria set by the NPDES permit requirement.

David Sell 22329 NE 9th Drive: He has concerns with the LID ordinance that include; forested areas, whether staff will be properly trained in applying low impact development, whether the techniques actually work, and if they don't, who is responsible?

Public hearing closed at 7:10 p.m.

MOTION: Councilmember Huckabay moved to approve the proposed ordinance as amended by SvR to promote the use of Low Impact Development in the City of Sammamish. Councilmember Petitti seconded.

AMENDMENT: Councilmember offered an amendment that the Director of Community Development develops rules and regulations to carry out the purposes of the act and that would provide flexibility, interpret and apply the ordinance. Deputy Mayor Gerend seconded.

City Manager Yazici suggested that he work with the Community Development Director and Public Works Director and come back to the Council at a later date if the rules suggested by Councilmember Whitten's amendment are necessary. Community Development Director Gurol pointed out that there is a provision in the current ordinance that gives some flexibility to the Director.

Councilmember Whitten withdrew her amendment.

Councilmember Cross supports Councilmember Whitten and suggests that if need be, this could come back to Council for reconsideration at a later date.

AMENDMENT: Gerend moved to amend the development regulations at page 8 of 13 (7a, b) shall read that 90% of Residential/Commercial/institutional development shall drain to biofiltration swales or rain gardens, Matrix page 5 of 13 21A.85.040 a reference chart will be created as a handout and the note will used a placeholder, Page 11 of 13 21A.85.060 will also be held as a placeholder (to be adopted at a later date) for mixed-use and commercial zones, Page 12, 21A.85.080 revised verbiage shall read Sammamish Comprehensive LID, staff will work to resolve inconsistencies found in 21A.85.040 (section 7) and 21.85.050 (section 1), and add the footnotes to matrix 21A.25.030.

Eric LaFrance discussed retaining trees and how the percentages of forested areas are figured. Community Development Director Kamuron Gurol explained the incentives point system matrix.

Community Development Director pointed out that the ordinance requires that the City review the ordinance every three years. The City currently keeps a list of code blocks or sections of the code that should be updated/revised and reviewed by the Planning Commission and then forwarded over to Council for a final decision.

Senior Stormwater Program Engineer Eric LaFrance discussed the current model used to determine water runoff and forested/outwash soils.

Councilmember Whitten requested that page 8 of 13 (7) (c,d) be revised to include Beaver and Pine Lake basin. Council agreed with the technical correction. She also had concerns with zero lot line incentive. The majority of the Council decided that it was best to leave it in the ordinance.

Councilmember Barry is in favor of moving on and making a decision. Adjustments can be made at a later date, if need be.

Councilmember Whitten will be voting against the ordinance. She has concerns with impacts on water quality in lakes and streams amongst other concerns.

Deputy Mayor Gerend is in favor of the LID ordinance.

Councilmember Huckabay has concerns with long term maintenance of LID. However, she will support the ordinance.

Councilmember Cross supports the ordinance.

MAIN MOTION: Mayor Felling moved to approve the ordinance as amended.
Councilmember Petitti seconded. Motion carried 6-1 with Councilmember Whitten dissenting.

Unfinished Business: None.

New Business

Ordinance: First Reading Adopting The Lake Washington School District No. 414 Impact Fees For 2008

Community Development Director Kamuron Gurol gave the staff report. The plan revises the fees for the year 2008. Single family dwelling unit are \$6,492.00 and a multi-family dwelling unit \$887.00. *(A copy of the plan is available in the City Clerk's office upon request.)*

Forrest Miller, Lake Washington School District: He reported on the new Carson Elementary School on NE 8th. There is an open house scheduled for October 2, 2008.

Ordinance: First Reading Adopting The Issaquah School District No. 411 Impact Fees For 2008

Community Development Director Kamuron Gurol gave the staff report. The plan revises the fees for the year 2008. Single family dwelling are \$5,495.00 and multi-family dwelling \$806.00. The Issaquah School District fee had a slight decrease from the previous year. *(A copy of the plan is available in the City Clerk's office upon request.)*

Council Reports

Councilmember Huckabay: She reported on Transit Now. She discussed Developing Cities program on bus service..

Councilmember Cross: He attended the public meeting for the roundabout for the 244th Street project. He spoke with a couple of citizens who are concerned with the 248th street. He is attending a meeting with Growth Management Planning Council tomorrow. Planning Policies and Growth Targets will be discussed.

Councilmember Barry: He read a letter from the Sammi Organization. He encouraged everyone to attend the November 8, 2008 Bravo fund raising event. Mr. Barry attended a joint meeting with Redmond City Council last week and discussed topics of mutual interest.

Mayor Felling: He met with Eastside Fire & Rescue Fire Chief and Chair of the Fire Board today. They will try to meet on a monthly basis. He will be attending Suburban Cities meeting tomorrow night. They will discuss King County's anticipated \$90 million budget deficit.

Councilmember Whitten: She voiced the support of the Council that Mayor Felling and Councilmember Jack Barry represent the City with the EF&R Board.

City Manager Report

City Manager Yazici reported that there is a vacancy on Planning Commission and that it will be advertised. He communicated to Council the retreat has been scheduled for January 22, 23, and 24th. He reported on issues surrounding the King County budget with Prosecutors Office and not prosecuting less than \$10,000. King County is seriously considering closing the Issaquah District Court and may be necessary for Council to make some decisions relating to contract court services. We currently have an agreement for jail services with Yakima. This option is no longer available to the Eastside City's Consortium. A study session will be scheduled at a later date to discuss a new option. These could possibly have some budgetary implications.

MOTION: Councilmember Huckabay made a motion to endorse the ARCH Regional Strategic Priorities as presented at Sammamish City Council study session September 15, 2008.
Councilmember Gerend seconded. Motion carried unanimously 7-0.

Executive Session - None

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

Meeting adjourned at 9:30 pm

Stacy Herman, Deputy City Clerk

Lee Felling, Mayor