



City Council, Regular Meeting

AGENDA REVISED

6:30 pm – 9:30 pm

December 2, 2014

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda and Consent Agenda

Student Liaison Reports

Presentations/Proclamations

Public Comment

Note: *This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at manderson@sammamish.us*

Consent Agenda

- Payroll for period ending November 15, 2014 for pay date November 20, 2014 in the amount of \$ 291,021.69
 1. **Resolution:** Accepting The 2014 Sidewalk And Curb Ramp Retrofit As Complete/Global
 2. **Resolution:** Accepting The 244th Avenue SE Non-Motorized Improvements As Complete/Rodarte Construction
 3. **Resolution:** Accepting The East Sammamish Park Backstop Improvements Project As Complete/ All Around Fence Company
 4. **Resolution:** Granting Final Plat Approval To The Subdivision Of The Preserve
 5. **Resolution:** Granting Final Plat Approval to The Plat Of Reese's Run
 6. **Interlocal:** Human Services Grants Pooled Funding
 7. **Contract:** Street Sweeping/ Best Parking Lot
 8. **Contract:** Big Rock Park Phase I Design - ELM Environments
 9. **Contract:** Custodial Services/Top To Bottom
 10. **Contract:** Evans Creek Preserve Trails/Washington Trails
 11. **Contract:** 2015 Storm System Cleaning/ Everson's Econo Vac

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.

12. **Contract:** Plumbing Services/ Hermanson
13. **Contract:** HVAC Maintenance/ Pacific Air Control
14. **Contract:** 2015 Fencing Contract/ Industrial Solutions
15. **Contract:** Legal Services/ Kenyon Disend
16. **Contract:** Contested Calendar Services/ Moberly
17. **Contract:** General Prosecution Services/ Moberly
18. **Contract:** Public Defense Services/ Stewart MacNichols Harmell, Inc
19. **Contract:** Recycling Events/ Olympic Environmental
20. **Contract:** Residential Retention Pond Mowing/ Plantscapes
21. **Contract:** Electrical Services/ Sequoyah
22. **Contract:** GIS On-Call Services/ Spatial Development
23. **Contract:** On-Call Geotechnical Services/ HWA Geosciences
24. **Contract:** Sports Turf Maintenance/ Brickman Group
25. **Contract:** Tree Service/ Swift Tree Care
26. **Contract:** Supplemental Slope Mowing/Badgley's Landscaping
27. **Contract:** Parks & Right of Way Landscaping/Northwest Landscapes LLC
28. **Approval:** November 17, 2014 Special Meeting Minutes

Public Hearing

29. **Ordinance:** Establishing Interim Development Regulation As Authorized By The Growth Management Act Relating To Tree Retention; Providing For Severability; And Declaring An Emergency

Unfinished Business

New Business

30. **Contract:** 212th Way (Snake Hill) Final Design/Gray & Osborne

Council Reports

City Manager Report

Executive Session – Personnel pursuant to RCW 42.30.110(1)(g)

Adjournment

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AGENDA CALENDAR

Dec 2014			
Tues 12/09	6:30 pm	Study Session	Community Survey Presentation Discussion: Initiatives & Referendum Process Presentation: Fire Service
Mon 12/15	6:30 pm	Regular Committee of the Whole Meeting	Cancelled
Tues 12/16	6:30 pm	Regular Meeting	Cancelled
Jan 2015			
Tues 1/6	6:30 pm	Regular Meeting	Presentation: King Conservation District Presentation: GFOA Award Ordinance: First Reading Social Host Ordinance: First Reading Illegal Parking Fines Contract: Preliminary Engineering Sahalee/DEA Resolution: Final Plat Trossachs 17 (consent)
Tues 1/13	6:30 pm	Study Session	
Mon 1/19	Closed	Holiday	Martin Luther King Day
Tues 1/20	6:30 pm	Regular Meeting	Ordinance: Second Reading Social Host Ordinance: Second Reading Illegal Parking Fines
Thurs 1/22	6:00 pm	Council Retreat	TBD
Friday 1/23	9:00 am	Council Retreat	TBD
Sat 1/24	9:00 am	Council Retreat	TBD
Feb 2015			
Tues 2/3	6:30 pm	Regular Meeting	Resolution: Ballot Measure for Klahanie Annexation for April 28 Election Appointment: Klahanie Ballot Measure Pro/Con Committees
Tues 2/10	6:30 pm	Study Session	
Mon 2/16		President's Day	City Offices Closed
Tues 2/17	6:20 pm	Regular Meeting	
Mar 2015			
Tues 3/3	6:30 pm	Regular Meeting	
Tues 3/10	6:30 pm	Study Session	
Mon 3/16	6:30 pm	COW Meeting	
Tues 3/17	6:20 pm	Regular Meeting	
April 2015			
Tues 4/7	6:30 pm	Regular Meeting	
Tues 4/14	6:30 pm	Study Session	
Mon 4/20	6:30 pm	COW Meeting	
Tues 4/21	6:20 pm	Regular Meeting	
May 2015			
Tues 5/5	6:30 pm	Regular Meeting	
Tues 5/12	6:30 pm	Study Session	
Mon 5/18	6:30 pm	COW Meeting	
Tues 5/19	6:20 pm	Regular Meeting	
June 2015			
Tues 6/2	6:30 pm	Regular Meeting	
Tues 6/9	6:30 pm	Study Session	
Mon 6/15	6:30 pm	COW Meeting	
Tues 6/16	6:20 pm	Regular Meeting	

July 2015			
Tues 7/7	6:30 pm	Regular Meeting	
Tues 7/14	6:30 pm	Study Session	
Mon 7/20	6:30 pm	COW Meeting	
Tues 7/21	6:20 pm	Regular Meeting	
August 2015			NO MEETINGS
Sept 2015			
Tues 9/1	6:30 pm	Regular Meeting	
Tues 9/8	6:30 pm	Study Session	
Tues 9/15	6:20 pm	Regular Meeting	
Mon 9/21	6:30 pm	COW Meeting	
To Be Scheduled		To Be Scheduled	Parked Items
Ordinance: Second Reading Puget Sound Energy Franchise		Economic Development Plan	Mountains to Sound Greenway Sustainability/Climate Change

If you are looking for facility rentals, please click [here](#).

<< November

December 2014

January >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	3 6:30 p.m. Parks and Recreation Commission Meeting 7 p.m. Beaver Lake Management District Meeting	4 6:30 p.m. Planning Commission Meeting	5 5:30 p.m. Very Merry Sammamish	6 10 a.m. Restoration at Lower Commons Park
7	8	9 6:30 p.m. City Council Study Session	10	11 6:30 p.m. Planning Commission Meeting	12	13 9 a.m. Volunteer at Ebright Creek Park
14	15 6:30 p.m. Committee of the Whole Canceled 6:30 p.m. Arts Commission Meeting Canceled	16 6:30 p.m. City Council Meeting Canceled	17 6 p.m. Sammamish Youth Board Meeting	18	19	20 7:30 p.m. "It's a Wonderful Life"
21	22	23	24	25 Christmas Day City offices closed	26	27
28	29	30	31			

If you are looking for facility rentals, please click [here](#).

<< December

January 2015

February >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	7	8 6:30 p.m. Planning Commission Meeting	9	10
11	12	13 6:30 p.m. City Council Study Session	14	15 6:30 p.m. Planning Commission Meeting	16	17
18	19 8:30 a.m. Art Exhibit - Anne Anderson - Silk paintings	20 6:30 p.m. City Council Meeting	21	22 6 p.m. City Council Retreat 6:30 p.m. Planning Commission Meeting	23 9 a.m. City Council Retreat	24 9 a.m. City Council Retreat 10 a.m. "Build It Sammamish" - LEGO Event
25	26 6:30 p.m. Arts Commission Meeting	27	28	29	30	31



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 20, 2014

Originating Department: Public Works

Clearances:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Attorney | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Police |
| <input type="checkbox"/> Admin Services | <input type="checkbox"/> Fire | <input checked="" type="checkbox"/> Public Works |

Subject: Final Project Acceptance for the 2014 Curb Ramp Retrofit and Sidewalk Repair

Action Required: Adopt Resolution 2014-___ accepting the 2014 Curb Ramp Retrofit and Sidewalk Repair as complete.

Exhibits:

1. Resolution of Project Acceptance
2. Final Contract Voucher Certificate C2014-127

Budget: \$550,000 from the adopted 2014 Sidewalk Program Transportation Capital Improvement Fund, Overlay Street Fund and Sidewalk Surface Water Fund.

Summary Statement:

All work for the above referenced contract has been completed in accordance with the project specifications. The recommended action approves the final contract amount and constitutes the final acceptance of the work. There were no contractor claims filed against the City, and no liquidated damages were assessed against the contractor.

Background:

This project repaired failing curb, gutter, catch basins and sidewalks in neighborhoods receiving pavement overlays this summer, and retrofitted old curb ramps to meet current standards of the Americans with Disabilities Act (ADA).

Council awarded the construction contract on April 15, 2014, and Global Contractors achieved physical completion of the work on October 20, 2014.

Financial Impact:

The completed improvements were constructed within the project budget that included a \$64,810 construction contingency on top of the bid price of \$432,070. The additional contingency was used to expand the scope of work to complete needed repairs just outside the paving limits and to address newly identified tripping hazards. The total contract amount upon completion is \$464,053.36.



City Council Agenda Bill

Recommended Motion:

Approve the contract C2014-127 with Global Contractors LLC as complete and adopt Resolution No. R2014-____ accepting construction of the 2014 Curb Ramp Retrofit and Sidewalk Repair as complete as of October 20, 2014.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2014- ____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE 2014 SIDEWALK AND CURB
RAMP RETROFIT AS COMPLETE.**

WHEREAS, at the Council meeting of April 15, 2014 the City Council authorized award of the construction contract for the 2014 Curb Ramp Retrofit and Sidewalk Repair; and

WHEREAS, the City Manager entered into Contract C2014-127 for construction of the 2014 Curb Ramp Retrofit and Sidewalk Repair with Global Contractors LLC on April 16, 2014; and

WHEREAS, the project was physically completed by the contractor on October 20, 2014; and

WHEREAS, the project was completed within the adopted project budget and within the authorized construction contract plus contingencies amount;

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 2014 Curb Ramp Retrofit and Sidewalk Repair as complete.

Section 2. Authorization of Contract Closeout Process. The City of Sammamish Director of Public Works and City Clerk are hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, and the Department of Employment Security.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 2nd DAY OF DECEMBER 2014.**

CITY OF SAMMAMISH

Mayor Thomas E. Vance

Exhibit 1

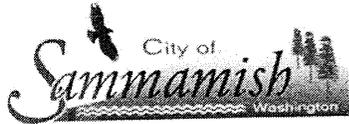
ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: November 21, 2014
Passed by the City Council: December 2, 2013
Resolution No.: R2014-_____



Final Contract Voucher Certificate

Contractor Global Contractors LLC			
Street Address 127 Mashell Ave N. PMB #53			
City Eatonville	State Wa	Zip 98328	Date 11/20/2014
City Project Number -	Federal Aid Project Number -	City Contract Number 2014-127	
Contract Title 2014 Curb Ramp Retrofit and Sidewalk Repair			
Date Work Physically Completed 10/20/2014		Final Amount \$ 464,053.36	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Sammamish nor have I rented or purchased any equipment or materials from any employee of the City of Sammamish; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Sammamish for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Sammamish from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



[Signature]
Contractor Authorized Signature Required

Charles Fain III
Print Signature Name

Subscribed and sworn to before me this 20th day of November 20 14

[Signature] Notary Public in and for the State of Washington
residing at Graham, WA

City of Sammamish

I, certify the attached final estimate to be based upon actual measurement, and to be true and correct.

Approved Date 11/20/14

[Signature]
Project Engineer/Project Administrator

[Signature]
City Engineer

This Final Contract Voucher is to be prepared by the Project Engineer or Project Administrator. Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

Exhibit 2



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 20, 2014

Originating Department: Public Works

Clearances:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Attorney | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Police |
| <input type="checkbox"/> Admin Services | <input type="checkbox"/> Fire | <input checked="" type="checkbox"/> Public Works |

Subject: Final Project Acceptance for the 244th Avenue SE Non-Motorized Improvements, Contract No. C2013-165

Action Required: Adopt Resolution 2014-___ accepting the 244th Avenue SE Non-Motorized Improvements

Exhibits:

1. Resolution of Project Acceptance
2. Final Contract Voucher Certificate C2013-165

Budget: \$1,890,000 combined in the 2013-2014 Transportation Capital Improvement, Stormwater Management, and Pavement Overlay Funds.

Summary Statement:

All work for the above referenced contract has been completed in accordance with the project specifications. The recommended action approves the final contract amount and constitutes the final acceptance of the work. There were no contractor claims filed against the City, and no liquidated damages were assessed against the contractor.

Background:

The project constructed bike lanes on both sides of the 244th Avenue SE from SE 32nd Street to SE 24th Street, with sidewalks, planter strip and storm water treatment on the east side, and was finished with a pavement overlay. Additional on-street parking for Beaver Lake Park ball fields was provided just north of the park entrance.

Financial Impact:

The project costs are funded partly through three different funds as shown in the table below. Because the construction contract bid was higher than expected it was necessary to utilize a portion of the Transportation Capital Contingency line item and a portion of the Surface Water Management Capital ending fund balance. At the award of the contract these supplemental funds were projected to be \$574,659. The actual need came in lower and totals \$483,143 as is shown in the table below.



City Council Agenda Bill

	Total Project Costs	340 Trans Imp. Fund	438 Stormwater Fund	101 Pavement Overlay
244th Avenue SE				
Design Contract & Construction Support	\$ 324,757	\$ 324,757	\$ -	
Construction Estimate	\$ 2,000,969	\$ 1,299,449	\$ 460,223	\$ 241,297
Construction Testing & Misc.	\$ 47,417	\$ 24,853	\$ 2,564	\$ 20,000
TOTAL ESTIMATED PROJECT COST	\$ 2,373,143	\$ 1,649,059	\$ 462,787	\$ 261,297
Adopted Budget	\$ 1,890,000	\$ 1,400,000	\$ 190,000	\$ 300,000
Authorized Contingency Usage	\$ (483,143)	\$ (249,059)	\$ (272,787)	\$ 38,703

Recommended Motion:

Approve the contract C2013-165 with Rodarte Construction, Inc. as complete and adopt Resolution No. R2014-____ accepting construction of the 244th Avenue SE Non-Motorized Improvements as complete as of June 10, 2014.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2014- ____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE 244TH AVENUE SE NON-
MOTORIZED IMPROVEMENTS AS COMPLETE.**

WHEREAS, at the Council meeting of July 10, 2013 the City Council authorized award of the construction contract for the 244TH Avenue SE Non-Motorized Improvements; and

WHEREAS, the City Manager entered into Contract C2013-165 for construction of the 244TH Avenue SE Non-Motorized Improvements with Rodarte Construction, Inc. on July 15, 2013; and

WHEREAS, the project was physically completed by the contractor on June 10, 2014; and

WHEREAS, the project was completed within the adopted project budget and within the authorized construction contract plus contingencies amount;

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 244TH Avenue SE Non-Motorized Improvements as complete.

Section 2. Authorization of Contract Closeout Process. The City of Sammamish Director of Public Works and City Clerk are hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, and the Department of Employment Security.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 2ND DAY OF DECEMBER 2014.**

CITY OF SAMMAMISH

Mayor Thomas E. Vance

Exhibit 1

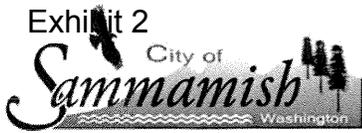
ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Mike Kenyon, City Attorney

Filed with the City Clerk: November 21, 2014
Passed by the City Council: December 2, 2014
Resolution No.: R2014-000

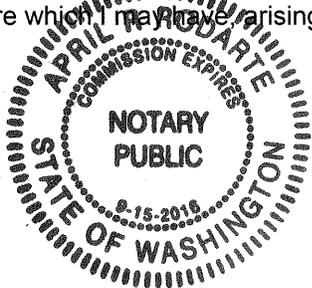


Final Contract Voucher Certificate

Contractor Rodarte Construction, Inc.			
Street Address 17 East Valley Hwy E			
City Auburn	State Wa	Zip 98092	Date 10/29/2014
City Project Number -	Federal Aid Project Number -	City Contract Number C2013-165	
Contract Title 244th Ave Se Non-Motorized			
Date Work Physically Completed 6/10/2014		Final Amount \$ 2,000,968.63	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Sammamish nor have I rented or purchased any equipment or materials from any employee of the City of Sammamish; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Sammamish for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Sammamish from any and all claims of whatsoever nature which may have arising out of the performance of said contract, which are not set forth in said estimate.



X [Signature]
Contractor Authorized Signature Required

JARED RODARTE
Print Signature Name

Subscribed and sworn to before me this 29th day of October 20 14

X April R Rodarte Notary Public in and for the State of Washington
residing at Orting, WA

City of Sammamish

I, certify the attached final estimate to be based upon actual measurement, and to be true and correct.

Approved Date 10/31/14

X [Signature]
Project Engineer/Project Administrator

X [Signature]
City Engineer

This Final Contract Voucher is to be prepared by the Project Engineer or Project Administrator. Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

Exhibit 2



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Parks and Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: East Sammamish Park Backstop Improvements C2014-155: Final project acceptance

Action Required: Accept construction of the East Sammamish Park Backstop Improvements project by All Around Fence Company as complete

Exhibits: 1. Resolution of project acceptance

Budget: \$95,000 is allocated in the 2013-14 Parks Capital Replacement Budget for the Backstop Improvement project at East Sammamish Park

Summary Statement:

All Around Fence Company was selected to modify two existing backstops at East Sammamish Park. This work included removal of existing netting and chain link fence posts and replacement with new posts and ball control netting. Minor demolition and replacement of asphalt paving and concrete curbing was required to complete the work.

There were no contractor claims filed against the City and no liquidated damages were assessed against the contractor.

All work on the project has been successfully completed; a final inspection has been held and the contractor has completed the final punch list of deficiencies. Acceptance by City Council is necessary before the Department of Revenue is asked to close the project so that the contractor's retainage may be released.

Background:

The City Manager was authorized by City Council at a Regular Meeting held on July 15, 2014 to award and execute a construction contract with the lowest responsive and responsible bidder for construction of the East Sammamish Park Backstop Improvements project in an amount not to exceed \$85,000. The contract was awarded to All Around Fence Company in the amount of \$82,003.46 (inclusive of WSST). The project has been successfully completed and City staff are ready to close out the project.

The work began in October 2014 and was substantially complete by November 17, 2014.



City Council Agenda Bill

Financial Impact:

The completed improvements were constructed within the project budget. A summary of the budget and actual expenditures is below:

Program	2013-2014 Budget	Construction Actual
Parks Capital Replacement Fund	\$95,000.00	\$82,003.46
Totals	\$95,000.00	\$82,003.46

Construction Expenditures

Design & Construction Management	\$10,000.00
All Around Fence Company	\$74,889.00
Sales Tax	\$7,114.46
Total Construction Expenditures:	\$92,003.46

Recommended Motion:

Approve resolution for acceptance of the East Sammamish Park Backstop Improvements project by All Around Fence Company.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2014-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE EAST SAMMAMISH PARK
BACKSTOP IMPROVEMENTS PROJECT AS COMPLETE**

WHEREAS, at the Regular Council meeting of July 15, 2014, the City Council authorized the City Manager to enter into a contract with the lowest responsible and responsive bidder for the East Sammamish Park Backstop Improvements project; and

WHEREAS, the City Manager entered into a contract C2014-155 with All Around Fence Company on August 12, 2014; and

WHEREAS, the project was substantially completed by the contractor on November 17, 2014; and

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

Section 1. Acceptance of the East Sammamish Park Backstop Improvements project as complete. The City of Sammamish hereby accepts the East Sammamish Park Backstop Improvements project as complete.

Section 2. Authorization of Contract Closure Process. The City of Sammamish Director of Parks and Recreation is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 2ND DAY OF DECEMBER 2014.**

CITY OF SAMMAMISH

Mayor Thomas E. Vance

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:	November 20, 2014
Passed by the City Council:	
Resolution No.:	R2014-_____



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Community Development

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Recreation

Police

Public Works

Subject: Resolution: Final Plat (FSUB2014-00042) for The Preserve Subdivision (formerly Plateau Landing) of 35 lots

Action Required: Motion to adopt resolution approving the subdivision

Exhibits:

1. Draft Resolution
2. Hearing Examiner Decision, dated October 17, 2012
3. Matrix showing plat conditions and responses
4. Final Plat
5. Vicinity Map

Budget: N/A Legislative Approval

Summary Statement

The developer of The Preserve formerly called Plateau Landing Subdivision (PLN2011-00041), is seeking to record the final plat, which will create 35 new single family lots. The property is located at the intersection of SE 8TH Street and 234TH AVE SE, and is identified by King County Tax Parcel's (3425069060, 3425069075, 3425069075, and 3425069076).

Background

Description

The preliminary plat of The Preserve was reviewed and granted preliminary approval by the City of Sammamish Hearing Examiner on October 17, 2012. The property is zoned Residential, 4-units per acre (R-4). The subject site is constrained by on-site wetland areas, which will be located in a separate critical area tract. Access to the development is provided by a new public street (234TH AVE SE) which intersects with SE 8TH Street.

The City of Sammamish has reviewed, and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under site development permit BLD2012-01056. The improvements have been substantially completed and inspected, except for the items that were bonded for.



City Council Agenda Bill

Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Further, all retained trees are subject to the tree protection standards of SMC 21A.35.230. A total of 192 significant trees are retained on site whereas, 123 were required per code to be retained during site development.

Performance Bond:

The applicant has posted a bond for the installation of the remaining site improvements (including streets and other required drainage improvements) in the amount of \$774,262.40.

Landscaping Bond:

The applicant has posted a street landscaping, recreation improvement and tree retention performance bond in the amount of \$122,434.00.

Critical Areas Bond:

The applicant has posted a critical areas bond for wetland mitigation in the amount of \$74,179.49.

Transportation Mitigation Fees:

As required, the applicant has paid the traffic mitigation impact fees as required for final plat approval. The remaining fees will be collected at the time of building permit issuance or deferred to the point of sale as allowed by city code on a per lot basis.

School Mitigation Fees paid to the City of Sammamish:

As required, the applicant has paid fifty percent of the applicable Lake Washington School District impact fees in the amount of \$101,328 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

The applicant has demonstrated to the City of Sammamish that all of the preliminary plat approval conditions have either been met, or have been bonded and will be met in a timely manner.

Financial Impact:

N/A

Recommended Motions:

Approve the 35-lot The Preserve Subdivision, and authorize the mayor to sign the mylars for the final plat.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2014-___**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO
THE SUBDIVISION OF THE PRESERVE**

WHEREAS, the City Council has received recommendation of approval for the final plat of the Preserve (aka Plateau Landing) Subdivision; and

WHEREAS, the City Council has reviewed said plat and finds that it conforms to all terms of the preliminary plat approval and applicable land use laws and regulations; and

WHEREAS, the City Council desires to grant final approval of the 35-lot subdivision known as The Preserve (aka Plateau Landing);

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of October 17, 2012 for the preliminary plat of the Preserve (aka Plateau Landing).

Section 2. Grant of Approval. The City Council hereby grants final approval to The Preserve subdivision, which was formerly known as Plateau Landing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 2nd DAY OF DECEMBER, 2014.**

CITY OF SAMMAMISH

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: November 21, 2014
Passed by the City Council:
Resolution No.:

**BEFORE the HEARING EXAMINER for the
CITY of SAMMAMISH**

DECISION

FILE NUMBER: PLN2011-00041

APPLICANT: PNW Holdings, LLC
ATTN: Carol Rozday
9725 SE 36th Street, Suite 214
Mercer Island, WA 98040

TYPE OF CASE: Preliminary subdivision (*Plateau Landing*)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT subject to conditions

DATE OF DECISION: October 17, 2012

INTRODUCTION¹

PNW Holdings, LLC (PNW) seeks preliminary approval of *Plateau Landing*, a 35 lot single-family residential subdivision of a 14.34 acre site zoned R-4.

PNW filed a Base Land Use Application on October 18, 2011. (Exhibit 1²) The Sammamish Department of Community Development (the Department) deemed the application to be complete when filed. (Exhibit 19, p. 7)

The subject property is located in the 600 block of the west side of 234th Avenue SE, approximately 350 feet north of SE 8th Street. (Exhibits 2 and 15)

¹ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

² Exhibit citations are provided for the reader's benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner's Decision is based upon all documents in the record.

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The Sammamish Hearing Examiner (Examiner) viewed the subject property on October 11, 2012.

The Examiner held an open record hearing on October 11, 2012. The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC). (Exhibit 9A)

Subsection 20.05.100(1) SMC requires that decisions on preliminary subdivision applications be issued within 120 net review days after the application is found to be complete. The open record hearing was held beyond the 120 net review day limit. The SMC provides two potential remedies for an untimely decision: A time extension mutually agreed upon by the City and the applicant [SMC 20.05.100(2)] or a letter from the Department explaining why the deadline was not met [SMC 20.05.100(3)]. The Department testified that it had provided the required letter to PNW prior to the end of the 120 day net review period. (Testimony)

The following exhibits were entered into the hearing record during the hearing:

Exhibits 1 - 19: As listed on the Pre-filed Exhibit List prepared by the Department

The action taken herein and the requirements, limitations and/or conditions imposed by this decision are, to the best of the Examiner's knowledge or belief, only such as are lawful and within the authority of the Examiner to take pursuant to applicable law and policy.

ISSUES

Does the application meet the criteria for preliminary subdivision approval as established within the SMC?

No testimony or evidence was entered into the record by the general public either in support of or in opposition to the application.

FINDINGS OF FACT

1. The subject 14.34 acres consists of Lots A-2 – A-4 of a 1979 short plat together with a non-exclusive easement for ingress and egress, commonly referred to as 234th Avenue SE. Lots A-2 – A-4 lie on the west side of 234th Avenue SE north of Lot A-1, which also fronts directly on SE 8th Street. To the east of 234th Avenue SE lies a similar four-lot short subdivision whose lots share the 234th Avenue SE ingress and egress easement. (Exhibits 1 and 3A {Restated Easement Exhibit})
2. A single-family residence is located on both Lot A-2 and A-4; the remainder of the subject property is a mix of forested and pasture land. The topography is essentially a knoll with undulating terrain falling off in all directions. (Exhibits 2 {Sheet C2}, 4A {p. 2}, 6, and 15)

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A portion of a large Category 1 wetland encumbers the southwest corner of the subject property. A portion of a Category 3 wetland encumbers the northeast corner of the subject property. Both wetlands have been disturbed by historic activities on the site and the surrounding area. (Exhibit 4A)

3. The subject property is zoned R-4 and lies immediately east of the TC B portion of the Town Center zone. (Exhibits 16 and 17) The maximum allowed yield under the R-4 zoning is 35 dwelling units. (Exhibit 1, Density Calculations Worksheet)
4. PNW proposes to divide the subject property into 35 lots for single-family residential development. The lots will be served by a public street passing through the site, connecting to 234th Avenue SE on the east and to the presently unopened 232nd Avenue SE right-of-way near the northwest corner of the subject property. Proposed lot sizes range from 4,931 square feet (SF) to 17,791 SF. Two sensitive areas tracts (Tracts A and D), a recreation tract (Tract B), a tree retention tract (Tract C), an open space tract (Tract E), and a storm water detention tract (Tract F) are included in the design. (Exhibit 2)

Documents that will allow dedication of that portion of 234th Avenue SE necessary to provide access to the proposed *Plateau Landing* interior street have been executed by the appropriate parties. (Exhibit 3B)

5. The Department's Staff Report (Exhibit 19) provides a detailed exposition of facts related to all criteria for preliminary subdivision approval. PNW concurred in full in the Findings, Conclusions, and Recommended Conditions set forth in that report. (Testimony) The record contains no challenge to the content of that report. Therefore, the Findings and Conclusions/Analysis within the Staff Report are incorporated herein as if set forth in full with the following exceptions:
 - A. Finding 19: The statement that a red-tail hawk nest is located in the southwestern wetland approximately 240 feet from one of the proposed lots needs to be modified to indicate that the nest is possibly inactive. (Exhibit 4B)
 - B. Finding 24: The statement regarding Eastside Fire and Rescue's (Eastside's) review comments is incorrect. Eastside did give its approval to the proposal on November 28, 2011, but its review comments did not mention street naming or addressing. Rather, its comments stated that the diameter of the cul-de-sac at the northwest end of the interior street did not appear to meet Eastside's 96 foot standard requirement. (Exhibit 11, reverse side of sheet)

The Department testified that Eastside, subsequent to its preparation of comments in this case, had changed its cul-de-sac diameter standard to 90 feet. (Testimony) The proposed preliminary plat depicts a 90 foot diameter cul-de-sac. (Exhibit 2)

Therefore, the record should indicate that the proposed cul-de-sac meets Eastside's current standard requirement.

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6. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

LEGAL FRAMEWORK ³

The Examiner is legally required to decide this case within the framework created by the following principles:

Authority

A preliminary subdivision is a Type 3 land use application. [SMC 20.05.020, Exhibit A] A Type 3 land use application requires an open record hearing before the Examiner. The Examiner makes a final decision on the application which is subject to the right of reconsideration and appeal to Superior Court. [SMC 20.05.020, 20.10.240, 20.10.250, and 20.10.260]

The Examiner's decision may be to grant or deny the application or appeal, or the examiner may grant the application or appeal with such conditions, modifications, and restrictions as the Examiner finds necessary to make the application or appeal compatible with the environment and carry out applicable state laws and regulations, including Chapter 43.21C RCW and the regulations, policies, objectives, and goals of the interim comprehensive plan or neighborhood plans, the development code, the subdivision code, and other official laws, policies and objectives of the City of Sammamish.

[SMC 20.10.070(2)]

Review Criteria

Section 20.10.200 SMC sets forth requirements applicable to all Examiner Decisions:

When the examiner renders a decision . . . , he or she shall make and enter findings of fact and conclusions from the record that support the decision, said findings and conclusions shall set forth and demonstrate the manner in which the decision . . . is consistent with, carries out, and helps implement applicable state laws and regulations and the regulations, policies, objectives, and goals of the interim comprehensive plan, the development code, and other official laws, policies, and objectives of the City of Sammamish, and that the recommendation or decision will not be unreasonably incompatible with or detrimental to affected properties and the general public.

Additional review criteria for preliminary subdivisions are set forth at SMC 20.10.220:

When the examiner makes a decision regarding an application for a proposed preliminary plat, the decision shall include additional findings as to whether:

³ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

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- (1) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
- (2) The public use and interest will be served by the platting of such subdivision and dedication.

Vested Rights

Sammamish has enacted a vested rights provision.

Applications for Type 1, 2, 3 and 4 land use decisions, except those that seek variance from or exception to land use regulations and substantive and procedural SEPA decisions shall be considered under the zoning and other land use control ordinances in effect on the date a complete application is filed meeting all the requirements of this chapter. The department's issuance of a notice of complete application as provided in this chapter, or the failure of the department to provide such a notice as provided in this chapter, shall cause an application to be conclusively deemed to be vested as provided herein.

[SMC 20.05.070(1)] Therefore, this application is vested to the development regulations as they existed on October 18, 2011.

Standard of Review

The standard of review is preponderance of the evidence. The applicant has the burden of proof.

Scope of Consideration

The Examiner has considered: all of the evidence and testimony; applicable adopted laws, ordinances, plans, and policies; and the pleadings, positions, and arguments of the parties of record.

CONCLUSIONS OF LAW

1. Extensive, detailed conclusions regarding conformance with the criteria for approval are unnecessary since *Plateau Landing* is an uncontested case.
2. Based upon all the evidence in the record, the Examiner concludes that *Plateau Landing* meets the considerations within SMC 20.10.200. All evidence demonstrates compliance with Comprehensive Plan policies and zoning code, subdivision code, and Environmentally Sensitive Areas regulations.
3. Given all the evidence in the record, the Examiner concludes that *Plateau Landing* complies with the review criteria of SMC 20.10.220. The proposed subdivision allows development at the density

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expected under the Comprehensive Plan, does not thwart future development of surrounding properties, makes appropriate provision for all items listed in that code section, and will serve the public use and interest.

4. The recommended conditions of approval as set forth in Exhibit 19 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:
 - A. Recommended Condition 3 will be moved to become the first condition and will be slightly modified. It is appropriate that it be the first condition as it specifically identifies that which is being given preliminary plat approval. It will be modified to indicate that Exhibit 2 represents not only the approved preliminary plat but also supporting plans (such as tree retention, drainage, clearing and grading, etc.). Finally, a sentence will be added to remind the reader that preliminary plats may be revised if certain procedures are followed as spelled out in the SMC.
 - B. A very pertinent question was asked during the 2009 *Cornerstone* (PLN2007-00066) hearing: Since water and sewer commitment certificates are by their own terms valid for only one year and since an approved preliminary plat is valid for seven years, what assurance is there that adequate water and sewer service will be available if the plat is developed and recorded after the current certificates expire? ⁴

The Examiner addressed that question as follows in the *Cornerstone* Decision:

At the time [of the *Cornerstone* hearing], the Examiner had no answer for the question. Upon reflection, the Examiner remembered that other jurisdictions have addressed the issue. One city for which the Examiner provides hearing services asks the Examiner to impose the following condition on every preliminary subdivision approval: "The Plator shall submit a new certificate for the availability of water (sewer) if the current certificate, dated X, expires prior to the issuance of any construction permits, or shall provide proof of an executed Developer Extension Agreement."

That type of condition recognizes that the current certificates show that at present the system purveyors have capability to provide both water and sewer services to the proposed development, but requires that they be updated before actual development commences if they have expired in the interim. That type of condition would be an appropriate addition to this (and future) preliminary subdivision approval decisions.

⁴ This is a paraphrasing of the question, updated to reflect current preliminary subdivision approval time limits.

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(Official Notice: PLN2007-00066, March 6, 2009, Decision, Conclusion of Law 5.C, underlining added) Appropriate conditions will be added to this Decision in keeping with that prior Conclusion of Law.

- C. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 1, 2, 4, 5, 7, 9, 11, 14, 18, and 20 - 23 will improve parallel construction, clarity, and flow within the conditions.⁵ Such changes will be made.
5. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

DECISION

Based upon the preceding Findings of Fact and Conclusions of Law, and the testimony and evidence submitted at the open record hearing, the Examiner **GRANTS** preliminary subdivision approval for *Plateau Landing* **SUBJECT TO THE ATTACHED CONDITIONS**.

Decision issued October 17, 2012.

\s\ John E. Galt (Signed original in official file)

John E. Galt
Hearing Examiner

HEARING PARTICIPANTS⁶

Maher Joudi
Tawni Dalziel

Evan Maxim

NOTICE of RIGHT of RECONSIDERATION

This Decision is final subject to the right of any party of record to file with the Examiner (in care of the City of Sammamish, ATTN: Lita Hachey, 801 228th Avenue SE, Sammamish, WA 98075) a written request for reconsideration within 10 calendar days following the issuance of this Decision in accordance with the procedures of SMC 20.10.260 and Hearing Examiner Rule of Procedure 504. Any request for reconsideration shall specify the error which forms the basis of the request. See SMC 20.10.260 and Hearing Examiner Rule of Procedure 504 for additional information and requirements regarding reconsideration.

⁵ The ending punctuation mark for many of the Recommended Conditions is a semi-colon. Those will all be replaced with periods although not individually listed in this sentence.

⁶ The official Parties of Record register is maintained by the City's Hearing Clerk.

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A request for reconsideration is not a prerequisite to judicial review of this Decision, nor does filing a request for reconsideration stay the time limit for commencing judicial review. [SMC 20.10.260(3)]

NOTICE of RIGHT of JUDICIAL REVIEW

This Decision is final and conclusive subject to the right of review in Superior Court in accordance with the procedures of Chapter 36.70C RCW, the Land Use Petition Act. See Chapter 36.70C RCW and SMC 20.10.250 for additional information and requirements regarding judicial review.

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation."

CONDITIONS OF APPROVAL

Plateau Landing **PLN2011-00041**

This Preliminary Subdivision is subject to compliance with all applicable provisions, requirements, and standards of the Sammamish Municipal Code, standards adopted pursuant thereto, the Specific Design Requirements as set forth in hearing Exhibit 18, and the following special conditions:

1. Exhibit 2 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.
2. Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on October 18, 2011, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.
3. Pursuant to Chapter 19A.12 SMC, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of eighty-four (84) months; provided the Plator may file for an extension as permitted by code.
4. The Plator shall submit a new certificate for the availability of water if the current certificate, dated October 5, 2011, expires prior to the issuance of any construction permits, or shall provide proof of an executed Developer Extension Agreement.

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5. The Plator shall submit a new certificate for the availability of sewer if the current certificate, dated October 5, 2011, expires prior to the issuance of any construction permits, or shall provide proof of an executed Developer Extension Agreement.
6. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Plator shall provide financial guarantees in conformance with Chapter 27A SMC and PWS Section 10.050(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations must be installed and approved, or bonded, as specified for plats in Chapter 19A.16 SMC.
7. The Plator or subsequent owner(s) shall comply with the payment of park, traffic, and school impact fees required pursuant to Chapters 14A.20, 14A.15, and 21A.105 SMC.
8. Proposed environmental critical area mitigation shall be maintained and monitored annually for 5 years after the mitigation installation and as-built report has been reviewed and accepted by the City.
9. Proposed street improvements and public right-of-way dedication shall conform to the provisions of the approved variation to the Public Works Standards. (Exhibit 8)

Conditions to appear on the face of the final plat:

10. Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. Facilities located entirely underground within a vault or tank may be located in a tract owned by an HOA with easements granted to the City for maintenance, operation, inspection, and repair of stormwater facilities. Language to this effect shall be shown on the face of the final plat
11. *“Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.”*
12. *“All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet via perforated pipe tightline as shown on the approved Construction Drawing on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish.”*

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13. If plat construction approves the installation of infiltration or dispersion trenches, the following note shall be required: *“Lot(s) _____, which contain or are adjacent to infiltration or dispersion trenches, shall be graded such that top of trench is below bottom of foundation.”*
14. *“No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws.”*
15. The Plator shall comply with RCW 58.17.280, providing the appropriate *“addressing note”* with address ranges being on the final plat.
16. *“Maintenance of all landscape strips along the internal plat roads and 234th Avenue SE shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat.”*
17. *“Maintenance of landscaping strips along the stormwater pond perimeter other than the interior pond embankments shall be the responsibility of the Homeowners Association.”*
18. *“All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.”*
19. *“Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.”*
20. Covenant and easement language pertaining to individual lots and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.
21. *“Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.”*
22. The Plator shall include a note regarding the payment of traffic impact fees in accordance with City of Sammamish Ordinance No. 2006-208. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval.
23. *“The proposed subdivision is subject to school impact fees for the Lake Washington School District, consistent with Chapter 21A.105 SMC. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee.”*

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24. *“The proposed subdivision is subject to parks impact fees, consistent with Chapter 14A.20 SMC, which shall be paid at the time of building permit issuance together with an administrative fee.”*

25. *“Pursuant to City of Sammamish Ordinance No. O2002-112, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.”*

Exhibit 2

Exhibit 3

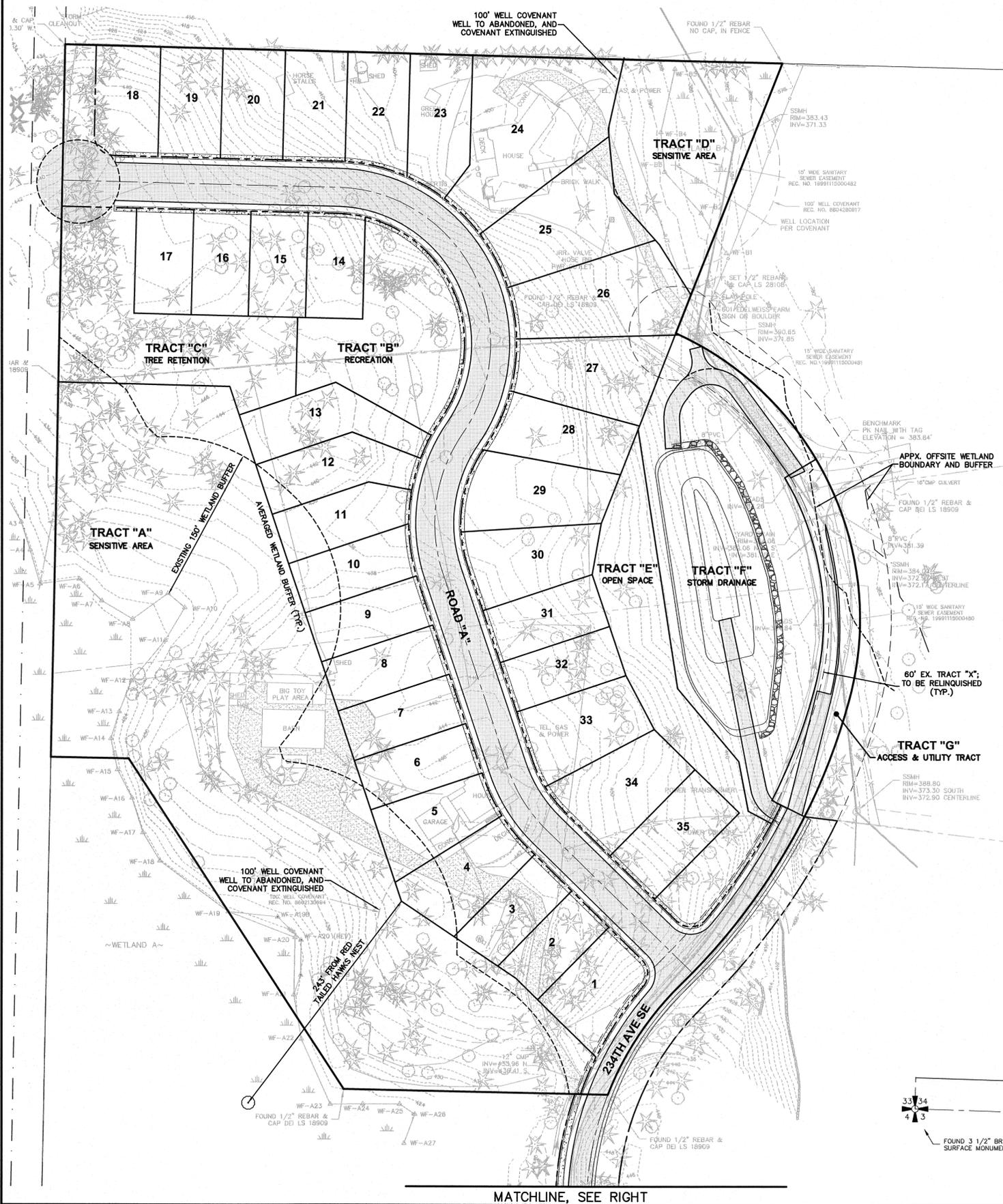
The Preserve (FKA Plateau Landing)-Compliance Matrix		
Hearing Examiner's Condition	Applicant Response	Comments
1. Exhibit 2 is the approved preliminary plat (and supporting preliminary plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A. 12.040.	There have been no revisions to the approved preliminary plat.	Final plat is consistent with approved preliminary plat.
2. Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on October 18, 2011, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to teh public health or safety in the subdivision, future development may be subject to updated construction codes, including but nt limited to the International Building Code and the Internation Fire Code, as amended.	Noted	The subject plat was developed in conformance with the approved preliminary plat under Site Development Permit BLD2012-01056.
3. Pursuant to Chapert 19A.12 SMC, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of eight-four (84) months; provided the Plator may file for an extension as permitted by code.	The preliminary plat was approved October 17, 2012, and expires October 19, 2019. It is the intention of the developer to record the final plat prior to the expiration date.	All conditions met prior to expiration.
4. The Plator shall subit a new certificate for the availability of water if the current certificate, dated October 5, 2011, expires prior to the issuance of any construction permits, or shall provide proof of an executed Developer Extension Agreement.	An executed Developer Extension Agreement is in place between the Plator and Sammamish Plateau Water and Sewer District.	See confirmation letter on file from Sammamish Plateau Water and Sewer District dated 11/7/14.
5. The Plator shall subit a new certificate for the availability of sewer if the current certificate, dated October 5, 2011, expires prior to the issuance of any construction permits, or shall provide proof of an executed Developer Extension Agreement.	An executed Developer Extension Agreement is in place between the Plator and Sammamish Plateau Water and Sewer District.	See confirmation letter on file from Sammamish Plateau Water and Sewer District dated 11/7/14.
6. For the purpose of ensuring compliance with all condiitons of approval and the standard requirements of SMC, the Plator shall provide financial guarantees in conformance with Chapter 27A SMC and PWS Section 10.050(K). All improvements required pursuant to teh PWS, SMC, or other applicable regulations must be installed and approved, or bonded, as specified for plats in Chapter 19A.16 SMC.	Noted.	Performance bonds have been posted under BLD2012-01056.
7. The Plator or subsequent owner(s) shall comply with the payment of park, traffic, and school impact fees required pursuant to Chapters 14A.20, 14A.15, and 21A.105 SMC.	Noted	Complete
8. Proposed environmental critical area mitigation shall be maintained and monitored annually for 5 years after the mitigation installation and as-built reoirt has been received and accepted by the City.	Noted	See confirmation letter on file from Sammamish Plateau Water and Sewer District dated 11/7/14.
9. Proposed street improvements and public right-of-way dedication shall conform to the provisiosn of the approved variation to the Public Works Standards. (Exhibit 8)	Noted	Complete
Conditions to Appear on the Face of the Final Plat: Conditions 10 through 25		Complete
10. Any Surface Water Management Facilities required for this subdivision shall be contained within a seprate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. Facilities located entirely underground within a vault or tank may be located in a tract owned by an HOA with easements granted to the City fo maintenance, operation, inspection, and repair of stormwater facilities. Language to this effect shall be shown on the face of the final plat.	Per staff redlines of the final plat at 1st review this note was to be deleted.	Complete
11. "Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented."	See Note #7 on Sheet 2 of final plat.	Complete

Exhibit 3

Hearing Examiner's Condition	Applicant Response	Comments
12. "All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet via perforated tightline as shown on the approved Construction Drawing on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish."	See Note #8 on Sheet 2 of final plat.	Complete
13. If plat construction approves the installation of infiltration or dispersion trenches, the following note shall be required: "Lot(s) _____, which contain or are adjacent to infiltration or dispersion trenches, shall be graded such that top of trench is below bottom of foundation."	See Note #9 on Sheet 2 of final plat.	Complete
14. "No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws."	See Note #10 on Sheet 2 of final plat.	Complete
15. The Platlor shall comply with RCW 58.17.280, providing the appropriate "addressing note" with address ranges being on the final plat.	See Note #11 on Sheet 2 of final plat.	Complete
16. "Maintenance of all landscape strips along the internal plat roads and 234th Ave SE shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat."	See Note #12 on Sheet 2 of final plat.	Complete
17. "Maintenance of landscaping strips along the stormwater pond perimeter other than the interior pond embankments shall be the responsibility of the Homeowners Association."	See Note #13 on Sheet 2 of final plat.	Complete
18. "All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment."	See Note #14 on Sheet 2 of final plat.	Complete
19. "Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development."	See Note #15 on Sheet 2 of final plat.	Complete
20. Covenant and easement language pertaining to individual lots and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.	See table on sheet 3 of final plat noting the reduced impervious surface credit BMP and table with associated impervious areas.	Complete
21. "Trees identified on the tree retention plan of the preliminary plat for retention have been retained pursuant to the provisions of SMC 21A.35.210. Removal of these trees is prohibited unless necessary to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 2 1A.35.240."	See Sheet 7 of final plat for Tree Retention Note.	Retained trees are identified on Sheet 7 and confirmed tagged in the field.
22. The Platlor shall include a note regarding the payment of traffic impact fees in accordance with City of Sammamish Ordinance No. 2006-208. Specific language related to the payment of traffic impact fees shall be reviewed and approved by the City prior to final plat approval.	See Note #16 on Sheet 2 of final plat.	Complete
23. "The proposed subdivision is subject to school impact fees for the Lake Washington School District, consistent with Chapter 21A.105 SMC. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee."	See Note #17 on Sheet 2 of final plat.	Complete
24. "The proposed subdivision is subject to parks impact fees, consistent with Chapter 14A.20 SMC, which shall be paid at the time of building permit issuance together with an administrative fee."	See Note #18 on Sheet 2 of final plat.	Complete
25. "Pursuant to City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit."	See Note #19 on Sheet 2 of final plat.	Complete

SE 1/4 OF SW 1/4 OF SECTION 34, TOWNSHIP 25 N, RANGE 6 E, W.M.

PRELIMINARY PLAT OF
PLATEAU LANDING



PROJECT DESCRIPTION:

ADDRESS OF THE PROPERTY: 601, 6XX & 629 234TH AVE. SE
 PARCEL NUMBERS: 3425069060, 9075 & 9076
 EXISTING ZONING: R-4
 PROPOSED DWELLING UNITS: 35
 ACREAGE: 14.34 ACRES (624,482 SQ. FT.) GROSS
 R.O.W. AREA: 84,445 SQ. FT.
 PROPOSED USE: SINGLE FAMILY DETACHED HOUSING
 TOTAL PROPOSED IMPERVIOUS: 5.484 ACRES INCLUDING FRONTAGE
 SURROUNDING LAND USE: SINGLE FAMILY RESIDENTIAL & COMMERCIAL
 SEWER AND WATER DISTRICT: SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
 SCHOOL DISTRICT: LAKE WASHINGTON NO 414
 TELEPHONE SERVICE: FRONTIER
 POWER SOURCE: PUGET SOUND ENERGY
 REC. SPACE REQUIRED: 13,650 SF
 REC. SPACE PROVIDED: 19,534 SF

PROJECT CONTACTS:

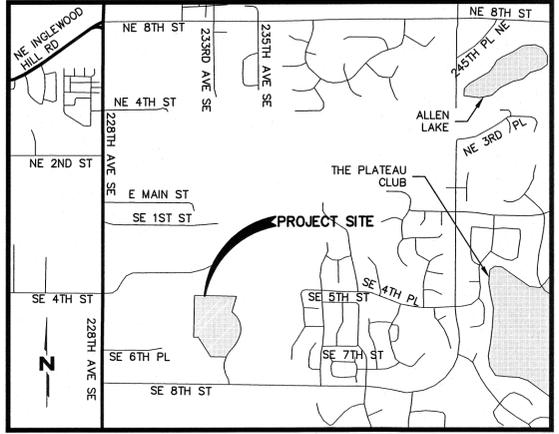
APPLICANT/OWNER: PNW HOLDINGS LLC
 9725 SE 36TH STREET, SUITE 214
 MERCER ISLAND, WASHINGTON 98040
 (206) 588-1147
 CONTACT: JUSTIN LAGERS
 JUSTIN.PNWHOLDINGS@GMAIL.COM

CIVIL ENGINEER: D.R. STRONG CONSULTING ENGINEERS, INC.
 10604 NE 38TH PLACE, SUITE 101
 KIRKLAND, WASHINGTON 98033
 (425) 827-3063
 CONTACT: MAHER A. JOUDI, P.E.
 MAHER.JOUDI@DRSTRONG.COM

SURVEYOR: CONCEPT ENGINEERING, INC.
 455 RANIER BOULEVARD NORTH
 ISSAQUAH, WASHINGTON 98027
 (425) 392-8055
 CONTACT: DAVID L. HILL, P.L.S.
 DAVID@CONCEPTENG.COM

ARBORIST: GREENFOREST, INC.
 4547 SOUTH LUCILLE STREET
 SEATTLE, WASHINGTON 98118
 (206) 723-0656
 CONTACT: FAVERO GREENFOREST
 GREENFORESTING@MINDSPRING.COM

LANDSCAPE ARCHITECT: VARLEY VARLEY VARLEY
 12743 NE 170TH LANE
 WOODINVILLE, WASHINGTON 98072
 (425) 466-9430
 CONTACT: JEFF VARLEY
 VARLEY_JEFF@HOTMAIL.COM



LEGAL DESCRIPTION:

TAX PARCELS 3425069060 & 3425069075
 PARCEL A:
 LOTS A-2 AND A-3 OF SHORT PLAT 678137, ACCORDING TO THE SHORT PLAT RECORDED UNDER KING COUNTY RECORDING NUMBER 7905241108, SAID SHORT PLAT BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.
 PARCEL B:
 A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OF TRACT X OF SAID SHORT PLAT;
 EXCEPT THAT PORTION LYING IN PARCEL A ABOVE.
 TAX PARCEL 3425069076
 PARCEL A:
 LOTS A-4 OF SHORT PLAT 678137, ACCORDING TO THE SHORT PLAT RECORDED UNDER KING COUNTY RECORDING NUMBER 7905241108, SAID SHORT PLAT BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.
 PARCEL B:
 A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OF TRACT X OF SAID SHORT PLAT;
 EXCEPT THAT PORTION LYING IN PARCEL A ABOVE.

SURVEY INFORMATION NOTE:

SURVEY INFORMATION PER BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY CONCEPT ENGINEERING, INC. DATED 07.20.2011

BENCHMARK:

SET PK NAIL WITH TAG SHOWN HEREON. ELEVATION = 383.84
 ESTABLISHED BY GPS OBSERVATION

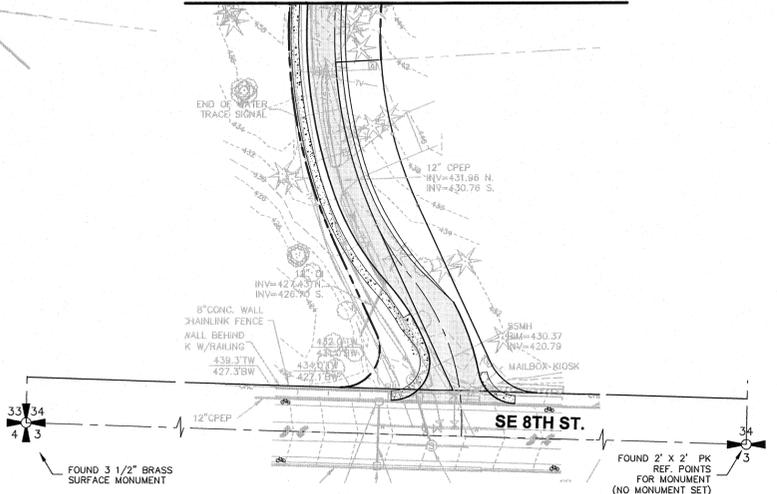
DATUM:

VERTICAL: NAVD 88
 HORIZONTAL: NAD 83/91

SHEET INDEX:

C1	OF 10	TITLE SHEET
C2	OF 10	EXISTING CONDITIONS & TREE SURVEY PLAN
C3	OF 10	HORIZONTAL CONTROL PLAN
C4	OF 10	EASEMENT & RIGHT OF WAY EXHIBIT
C5	OF 10	CONCEPTUAL ROAD & GRADING PLAN
C6	OF 10	CONCEPTUAL UTILITY PLAN
C7	OF 10	TREE RETENTION PLAN
C8	OF 10	PRELIMINARY ROAD PROFILES
C9	OF 10	PRELIMINARY ROAD PROFILES
C10	OF 10	PRELIMINARY ROAD PROFILES
1	OF 2	TOPOGRAPHIC SURVEY FOR PNW HOLDINGS, LLC
2	OF 2	TOPOGRAPHIC SURVEY FOR PNW HOLDINGS, LLC
LA-01	OF 2	CONCEPTUAL LANDSCAPE PLAN
LA-02	OF 2	CONCEPTUAL LANDSCAPE PLAN

MATCHLINE, SEE LEFT



Call 2 Working Days Before You Dig
1-800-424-5555
 Utilities Underground Location Center
 (ID, MT, ND, OR, WA)

PLATEAU LANDING
 TITLE SHEET
 629, 6XX, & 601 234TH AVENUE SE
 SAMMAMISH, WASHINGTON

PNW HOLDINGS LLC
 9725 SE 36TH STREET, SUITE 214
 MERCER ISLAND, WASHINGTON 98040
 (206) 588-1147

DRS D.R. STRONG
 CONSULTING ENGINEERS
 ENGINEERS PLANNERS SURVEYORS
 10604 NE 38th PLACE, SUITE 101
 KIRKLAND, WA 98033
 425.827.3063 OFFICE
 800.962.1402 TOLL FREE
 425.827.2423 FAX
 www.drstrong.com



DATE	04.11.12	CITY COMMENTS DATED	01.23.12
REVISION	APR	REVISION	MAJ

DRAFTED BY: MAJ
 DESIGNED BY: MAJ
 PROJECT ENGINEER: LRJ
 DATE: 10.15.2011
 PROJECT NO.: 11019
 SHEET C1 OF 10

The Preserve (FSUB2014-00042)

Vicinity Map



Exhibit 5



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 20, 2014

Originating Department: Community Development

Clearances:

<input type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: Resolution: Final Plat for Reese's Run Subdivision of 22 lots

Action Required: Motion to adopt resolution approving the subdivision

Exhibits:

1. Draft Resolution
2. Hearing Examiner Decision dated March 28, 2014
3. Matrix showing plat conditions and responses
4. Map of Final Plat
5. Vicinity Map

Budget: N/A Legislative Approval

Summary Statement:

The developer of the Reese's Run subdivision is seeking to record the 22-lot subdivision, which will create 18 additional single family lots.

Background:

Description:

The subdivision was reviewed and granted preliminary plat approval by the Sammamish Hearing Examiner on March 28, 2014. Access to the development is from 218th Avenue SE, at the nearest intersection with SE 4th Street. The site is zoned Residential, 6 units per acre (R-6).

There was a wetland on site that was determined to be hydrologically isolated and qualified for a limited exemption. The applicant obtained a Jurisdictional Determination from the Corps of Engineers. A new wetland tract (Tract E) was provided as mitigation.

The City of Sammamish has reviewed and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under plat construction and site development permit SDP2014-00206. The improvements have been substantially completed and inspected.



City Council Agenda Bill

Performance Bond:

The applicant has posted a bond for the installation of the remaining site improvements (including street and planter strip landscaping improvements) in the amount of \$538,714.40.

Landscaping & Critical Areas Bond:

The applicant has posted a bond for the installation of the remaining landscaping, critical area mitigation, and recreation improvements in the amount of \$133,202.78.

Transportation Mitigation Fees:

The applicant has paid 30% of the street impact fees in the amount of \$78,039.06 in addition to the applicable administration fees. The balance of the impact fees shall be paid at the time of building permit issuance on a per lot basis.

School Mitigation Fees:

The applicant has paid fifty percent of the applicable Lake Washington School District impact fees in the amount of \$69,322.00 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

The applicant has demonstrated to the City of Sammamish that all of the preliminary plat approval conditions have either been met, or have been bonded for and will be met in a timely manner.

Financial Impact: N/A

Recommended Motion: Approve the 22-lot Reese's Run subdivision, and authorize the mayor to sign the mylars for the final plat.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2014-___**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO THE
PLAT OF REESE'S RUN**

WHEREAS, the City Council has received a recommendation of approval for the final plat of the Reese's Run subdivision; and

WHEREAS, the City Council has reviewed said plat and finds that it conforms to all terms of the preliminary plat approval and applicable land use laws and regulations; and

WHEREAS, the City Council desires to grant final approval to the 22-lot plat of Reese's Run;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of March 28, 2014 for the preliminary plat of Reese's Run (PSUB2013-00127).

Section 2. Grant of Approval. The City Council hereby grants final approval to the Reese's Run (22-lot) plat.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 2nd DAY OF DECEMBER 2014.

CITY OF SAMMAMISH

Mayor Thomas E. Vance

Exhibit 1

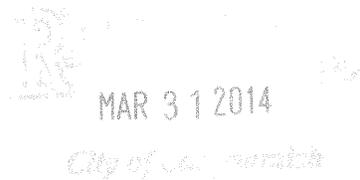
ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: November 20, 2014
Passed by the City Council:
Resolution No.: R2014-_____



**BEFORE the HEARING EXAMINER for the
CITY of SAMMAMISH**

DECISION

FILE NUMBER: PSUB2013-00127

APPLICANT: Artistry Homes, LLC
14410 Bel-Red Road
Bellevue, WA 98007

TYPE OF CASE: Preliminary subdivision (*Reese's Run*)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT subject to conditions

DATE OF DECISION: March 28, 2014

INTRODUCTION ¹

Artistry Homes, LLC (Artistry) seeks preliminary approval of *Reese's Run*, a 22 lot single-family residential subdivision of a 4.9 acre assemblage of four parcels, owned by Wolfe, Hergert, Medley, and Berari, which is zoned R-6.

Artistry filed a Base Land Use Application on July 10, 2013. (Exhibit S-1 ²) On August 19, 2013, the Sammamish Department of Community Development (the Department) deemed the application to be complete as of the date it was filed. (Exhibits S-7c and S-18)

The subject property is located at 325 218th Avenue SE.

¹ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.
² Exhibit citations are provided for the reader's benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner's Decision is based upon all documents in the record.

Exhibit 2

HEARING EXAMINER DECISION
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The Sammamish Hearing Examiner (Examiner) viewed the subject property on March 26, 2014.

The Examiner held an open record hearing on March 26, 2014. The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC). (Exhibit S-7a)

Subsection 20.05.100(1) SMC requires that decisions on preliminary subdivisions be issued within 120 net review days after the application is found to be complete. The open record hearing was held on or about net review day 123. (Exhibit S-18, p. 5, Finding 26) The SMC provides two potential remedies for an untimely decision: A time extension mutually agreed upon by the City and the applicant [SMC 20.05.100(2)] or a letter from the Department explaining why the deadline was not met [SMC 20.05.100(3)]. The Department provided the required explanation to Artistry. (Testimony)

The following exhibits were entered into the hearing record during the hearing:

Exhibits S-1 – S-17: As enumerated in Exhibit S-18
Exhibit S-18: Departmental Staff Report
Exhibit S-19: Memorandum to Hearing Examiner from Artistry Homes, March 26, 2014

The action taken herein and the requirements, limitations and/or conditions imposed by this decision are, to the best of the Examiner's knowledge or belief, only such as are lawful and within the authority of the Examiner to take pursuant to applicable law and policy.

FINDINGS OF FACT

1. The subject property is a rectangle composed of four parcels, each containing a single-family residence. The subject property has approximately 334 feet of frontage on the west side of 218th Avenue SE and an east-west depth of approximately 637 feet. It would occupy the northwest quadrant of the 218th Avenue SE/SE 4th Street intersection if SE 4th Street extended westerly of 218th Avenue SE. (Exhibits S-2 and S-15)
2. The subject property is bordered on the north by six developing lots in the *Asbery Place/Brauerwood* single-family residential development (west half) and a utility corridor (presumably serving *Asbery Place/Brauerwood*) to the north of which is an acreage tract (east half). A protected wetland area in the *Pine Meadows* single-family residential subdivision lies across 218th Avenue SE from the subject property. Five of the eight developed single-family residential lots in two short subdivisions, which are together commonly referred to as *Aspen Grove*, border the south side of the subject property. The west side of the site is bordered by four developed lots in the *Palermo* single-family residential subdivision. None of the abutting developments provide any opportunity for street connection through the subject property nor is it possible to extend SE 4th Street westerly (because of the short platted lots). (Exhibits S-2 and S-15 and testimony)

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3. The site slopes moderately from west to east, dropping rather uniformly about 30 feet in elevation over that distance. The site exhibits some mature overstory vegetation, but most of the site is grass and cultural vegetation associated with the four residences. (Exhibits S-2 and S-15)

A small (about 579 square feet (SF)), wetland exists in the northeast quarter of the subject property. Artistry's wetland consultant evaluated the site and surrounding area and concluded that the on-site wetland is isolated from wetlands located both to the north and to the east across 218th Avenue SE. (Exhibit S-3) That determination was reviewed by the City's wetland expert, by the U.S. Army Corps of Engineers, and by the State Department of Ecology, all of whom concur that the small on-site wetland is isolated. (Exhibits S-3a and S-18 and testimony) The SMC allows isolated wetlands less than 1,000 SF in area to be filled provided off-setting mitigation is provided. [SMC 21A.50.320; see also Exhibit S-18, p. 2, Finding 7]

4. The subject property is designated on the City's adopted comprehensive plan R-6 and zoned R-6, residential development at a maximum density of six dwelling units per acre. Abutting and adjacent properties are similarly zoned. (Exhibits S-17 and S-18)
5. The maximum permissible lot yield under the subject property's R-6 zoning, calculated in accordance with procedures spelled out in the SMC, is 23. (Exhibit S-2)
6. Artistry proposes to divide the subject property into 22 lots, most of which will be served by a public cul-de-sac extending into the site from 218th Avenue SE. A few of the proposed lots will be served by private access tracts off the cul-de-sac. Lot sizes will range from about 5,200 to 9,100 SF. All proposed lots meet applicable zoning standards. All existing structures will be removed. (Exhibits S-2 and S-18 and testimony)

Stormwater runoff will be collected and transported to a detention facility in the northeast corner of the site. After detention and treatment as required by City code/standards, stormwater will flow easterly and southerly towards the headwaters of Ebright Creek.³ (Exhibits S-2 and S-6b)

The small wetland will be filled. Compensatory mitigation is proposed to be provided in Tract E adjacent to the stormwater control facility. (Exhibits S-2 and S-3b)

7. The Department's Staff Report (Exhibit S-18) provides a detailed exposition of facts related to all criteria for preliminary subdivision approval. Artistry concurred in full in the Findings and Conclusions/Analysis set forth in that report. (Testimony) The record contains no challenge to the content of that report. Therefore, the Findings and Conclusions/Analysis within the Staff Report are incorporated herein as if set forth in full.

³ The subject property does not drain northerly into the George Davis Creek subbasin, contrary to the belief expressed by the author of one comment E-mail. (Exhibits S-6b, S-8c, and S-8e)

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8. Artistry asked for revisions to five of the Recommended Conditions set forth in the Staff Report. (Exhibit S-19 and testimony) City staff supported Artistry's requested changes. (Testimony)
9. Two City residents submitted comments shortly after the application was filed in 2013. (Exhibits S-8a, S-8c, and S-8d) Artistry provided responses to each comment. (Exhibits S-8b, S-8e, and S-8f) Neither resident participated in the hearing.

In brief, the owner abutting the southeast corner of the subject property wanted certain trees preserved during site development. (Exhibit S-8a) It turns out that the trees he wanted preserved are located on his lot, not on the subject property. (Exhibit S-8b) Another resident (who did not provide his address in either E-mail comment he submitted) was concerned that the on-site wetland was part of a larger wetland system in the area, worried about the effect of stormwater runoff on George Davis Creek, and felt that 218th Avenue SE was unsafe. (Exhibits S-8c and S-8d) As has been previously stated, the on-site wetland is isolated and stormwater runoff will not flow into the George Davis Creek subbasin. 218th Avenue SE is classified as a local street, not an arterial. (Exhibit S-18, p. 4, Finding 20) No accidents have occurred on 218th Avenue SE at SE 4th Street in the last three years. (Exhibit S-8f)

10. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

LEGAL FRAMEWORK ⁴

The Examiner is legally required to decide this case within the framework created by the following principles:

Authority

A preliminary subdivision is a Type 3 land use application. [SMC 20.05.020, Exhibit A] A Type 3 land use application requires an open record hearing before the Examiner. The Examiner makes a final decision on the application which is subject to the right of reconsideration and appeal to Superior Court. [SMC 20.05.020, 20.10.240, 20.10.250, and 20.10.260]

The Examiner's decision may be to grant or deny the application or appeal, or the examiner may grant the application or appeal with such conditions, modifications, and restrictions as the Examiner finds necessary to make the application or appeal compatible with the environment and carry out applicable state laws and regulations, including Chapter 43.21C RCW and the regulations, policies, objectives, and goals of the interim comprehensive plan or neighborhood plans, the development code, the subdivision code, and other official laws, policies and objectives of the City of Sammamish.

[SMC 20.10.070(2)]

⁴ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

Exhibit 2

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Review Criteria

Section 20.10.200 SMC sets forth requirements applicable to all Examiner Decisions:

When the examiner renders a decision . . . , he or she shall make and enter findings of fact and conclusions from the record that support the decision, said findings and conclusions shall set forth and demonstrate the manner in which the decision . . . is consistent with, carries out, and helps implement applicable state laws and regulations and the regulations, policies, objectives, and goals of the interim comprehensive plan, the development code, and other official laws, policies, and objectives of the City of Sammamish, and that the recommendation or decision will not be unreasonably incompatible with or detrimental to affected properties and the general public.

Additional review criteria for preliminary subdivisions are set forth at SMC 20.10.220:

When the examiner makes a decision regarding an application for a proposed preliminary plat, the decision shall include additional findings as to whether:

- (1) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
- (2) The public use and interest will be served by the platting of such subdivision and dedication.

Vested Rights

Sammamish has enacted a vested rights provision.

Applications for Type 1, 2, 3 and 4 land use decisions, except those that seek variance from or exception to land use regulations and substantive and procedural SEPA decisions shall be considered under the zoning and other land use control ordinances in effect on the date a complete application is filed meeting all the requirements of this chapter. The department's issuance of a notice of complete application as provided in this chapter, or the failure of the department to provide such a notice as provided in this chapter, shall cause an application to be conclusively deemed to be vested as provided herein.

[SMC 20.05.070(1)] Therefore, this application is vested to the development regulations as they existed on July 10, 2014.

Standard of Review

Exhibit 2

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The standard of review is preponderance of the evidence. The applicant has the burden of proof. [City of Sammamish Hearing Examiner Rule of Procedure 316(a)]

Scope of Consideration

The Examiner has considered: all of the evidence and testimony; applicable adopted laws, ordinances, plans, and policies; and the pleadings, positions, and arguments of the parties of record.

CONCLUSIONS OF LAW

1. Extensive, detailed conclusions regarding conformance with the criteria for approval are unnecessary since *Reese's Run* is essentially an uncontested case.
2. Based upon all the evidence in the record, the Examiner concludes that *Reese's Run* meets the considerations within SMC 20.10.200. All evidence demonstrates compliance with Comprehensive Plan policies and zoning code, subdivision code, and Environmentally Sensitive Areas regulations.
3. Given all the evidence in the record, the Examiner concludes that *Reese's Run* complies with the review criteria of SMC 20.10.220. The proposed subdivision allows development at the density expected under the Comprehensive Plan, does not thwart future development of surrounding properties, makes appropriate provision for all items listed in that code section, and will serve the public use and interest.
4. The concerns raised by the two commenters have been adequately addressed in Exhibits S-8b, S-8e, S-8f, and S-18 as well as the Findings of Fact, above. Neither commenter presented a basis upon which to deny, reduce, or otherwise restrict the proposed subdivision.
5. The recommended conditions of approval as set forth in Exhibit S-18 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:
 - A. The revisions contained in Exhibit S-19 will be incorporated.
 - B. Condition numbering will be changed to eliminate duplicate numbers.
 - C. Second Recommended Conditions 14 and 16. City code provides for credits against all types of impact fees for existing residences when property is subdivided. The traffic and park impact fee conditions omit that important fact. Wording similar to that used in Second Recommended Condition 15 will be added.
 - D. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 2 – 4, 6, 8, 17, and 21 will improve parallel construction, clarity, and flow within the conditions. Such changes will be made.

Exhibit 2

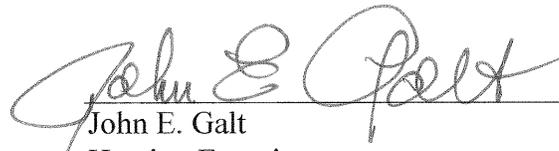
HEARING EXAMINER DECISION
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6. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

DECISION

Based upon the preceding Findings of Fact and Conclusions of Law, and the testimony and evidence submitted at the open record hearing, the Examiner **GRANTS** preliminary subdivision approval for *Reese's Run* **SUBJECT TO THE ATTACHED CONDITIONS.**

Decision issued March 28, 2014.



John E. Galt
Hearing Examiner

HEARING PARTICIPANTS⁵

Todd Levitt
Mike Miller

Mona Davis
Tawni Dalziel

NOTICE of RIGHT of RECONSIDERATION

This Decision is final subject to the right of any party of record to file with the Examiner (in care of the City of Sammamish, ATTN: Lita Hachey, 801 228th Avenue SE, Sammamish, WA 98075) a written request for reconsideration within 10 calendar days following the issuance of this Decision in accordance with the procedures of SMC 20.10.260 and Hearing Examiner Rule of Procedure 504. Any request for reconsideration shall specify the error which forms the basis of the request. See SMC 20.10.260 and Hearing Examiner Rule of Procedure 504 for additional information and requirements regarding reconsideration.

A request for reconsideration is not a prerequisite to judicial review of this Decision. [SMC 20.10.260(3)]

⁵ The official Parties of Record register is maintained by the City's Hearing Clerk.

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NOTICE of RIGHT of JUDICIAL REVIEW

This Decision is final and conclusive subject to the right of review in Superior Court in accordance with the procedures of Chapter 36.70C RCW, the Land Use Petition Act. See Chapter 36.70C RCW and SMC 20.10.250 for additional information and requirements regarding judicial review.

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation."

CONDITIONS OF APPROVAL *REESE'S RUN* PSUB2013-00127

This Preliminary Subdivision is subject to compliance with all applicable provisions, requirements, and standards of the Sammamish Municipal Code, standards adopted pursuant thereto, and the following special conditions:

A. *General Conditions:*

1. Exhibit S-2 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.
2. Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on July 10, 2013, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.
3. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the Sammamish Municipal Code (SMC), the Plator shall provide financial guarantees in conformance with Chapter 27A SMC and Interim Public Works Standards (PWS) Section 10.050(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in Chapter 19A.16 SMC.
4. The proposed wetland mitigation area shall be placed in a separate tract from the stormwater tract.

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5. A final wetland mitigation plan shall be prepared by a qualified wetland biologist and provided for City review prior to Site Development Permit approval. This plan shall be based on Exhibit S-3b or other mitigation plan as approved by the City. The final mitigation plan shall include a grading plan, planting plan, implementation details, a monitoring and maintenance protocol, and performance standards.
6. Preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of 84 months (7 years) as required by SMC 19A.12.020, provided the Plator may file for an extension as permitted by code.

B. Prior to City Acceptance of Improvements:

1. The intersection of 218th Avenue SE and SE 4th Street warrants a dedicated left-turn lane under the predicted year 2030 traffic volumes with build-out of the Town Center and the Community Center. To facilitate future improvements, design for half street frontage improvements shall be provided for 218th Avenue SE and approved by the City Engineer during final engineering. Any required dedication of 218th Avenue SE within the Plator's property shall occur at final plat.
2. The internal plat roads serving more than four dwelling units shall be consistent with the local road standards in accordance with PWS Table 1, PWS Figure 01-05 and City Ordinance 2005-191. The City Engineer has modified this standard to require 60-foot right-of-way width, 28-foot pavement from curb to curb, 6-inch vertical curb both sides, 8.5-foot planter strip both sides, 5-foot sidewalk both sides and 2-feet behind back of sidewalk to the right-of-way line on both sides.
3. Illumination shall be provided on intersections and turnarounds consistent with the City's standards for average foot candles and uniformity for a local road. Sidewalks shall be illuminated. Luminaires shall be full cut-off and LED. Pole type and style shall be approved by Public Works.
4. Cul-de-sacs shall be consistent with the turnaround requirements of Eastside Fire and Rescue.
5. All construction shall meet requirements consistent with the United States Department of Justice ADA Standards. The Access Board's ADA Accessibility Guidelines (ADAAG) serves as the minimum baseline for the standards.
6. Appropriate sidewalk and road transition from all proposed plat roads to all existing roads shall be designed and approved consistent with AASHTO standards as part of the site development permit.
7. Drainage plans, Technical Information Reports, and analysis shall comply with the 2009 King County Surface Water Design Manual (KCSWDM), the City of Sammamish

Exhibit 2

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RE: PSUB2013-00127 (*Reese's Run*)
March 28, 2014
Page 10 of 12

Addendum to the 2009 KCSWDM, and the City of Sammamish Stormwater Management Comprehensive Plan.

8. Limits of disturbance shall be established for the perimeter trees in Tract B and soil disturbance shall remain limited to the areas associated with the required improvements within said Tract B.
9. If any wetland hydrology is created within Tract E, then it shall be maintained using *King County Critical Areas Mitigation Guidelines Appendix A* or an approved equivalent method.

C. *Concurrent with or Prior to Final Plat:*

1. At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, and other stormwater related facilities. Final lift of asphalt may be bonded unless otherwise directed by Public Works.
2. All new signs required in the public rights-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Plator. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of SIX WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access. No parking signs shall be installed prior to final plat. No parking signs shall be required on all proposed street and private roads with clear widths of 20-feet or less.
3. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public rights-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.
4. Pursuant to Chapter 21A.105 SMC, fifty percent of the school impact fees for 18 proposed lots (the site has four existing residences), plus an administrative fee, shall be paid.
5. All open pond drainage tracts shall be dedicated to the City of Sammamish at final plat. Alternatively, the City of Sammamish shall receive an easement for inspection, maintenance, and repair of any stormwater vault located under an HOA-owned tract.
6. A performance bond shall be posted to the City for all required improvements that remain at the time of final plat, or 30% of the total improvement costs, whichever is greater. A bond quantities worksheet shall be provided by the Plator for City review and approval of performance bond amount. The restoration bond shall be released by the City following final plat approval.

Exhibit 2

HEARING EXAMINER DECISION
RE: PSUB2013-00127 (*Reese's Run*)
March 28, 2014
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7. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public rights-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.

D. Conditions to appear on the face of the Final Plat (italicized text shall be included verbatim):

1. *Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.*
2. *Pursuant to the 2009 KCSWDM, all building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet via perforated tightline unless otherwise directed to an approved flow control BMP as shown on the approved Construction Drawing on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish.*
3. *All lots containing or adjacent to infiltration or dispersion trenches/facilities shall be graded such that the flow path is directed away from the building foundation.*
4. *No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws.*
5. The Plator shall comply with RCW 58.17.280, providing the appropriate "addressing note" with address ranges being on the final plat.
6. *Maintenance of all landscaping within the internal plat road and 218th Avenue SE shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping created by the plat.*
7. *All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.*
8. *Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.*

Exhibit 2

HEARING EXAMINER DECISION
RE: PSUB2013-00127 (*Reese's Run*)
March 28, 2014
Page 12 of 12

9. Covenant and easement language pertaining to individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.
10. Unless located within a recreation tract and public easements provided, all Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. Language to this effect shall be shown on the face of the final plat.
11. If the development includes an open water body stormwater pond: *Maintenance of landscaping strips along the stormwater pond perimeter other than the interior pond embankments shall be the responsibility of the Homeowners Association.*
12. Trees retained per SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number.
13. *Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.*
14. The plat shall include a note regarding the payment of street impact fees in accordance to SMC 14A.15 for 18 lots. Specific language related to the payment of the street impact fees shall be reviewed and approved by the City prior to final plat approval.
15. *Pursuant to SMC Chapter 21A.105, fifty percent of the school impact fees have been paid at final plat. The remaining fifty percent of the school impact fees, plus an administrative fee, shall be paid prior to building permit issuance for 18 lots.*
16. *Consistent with SMC 14A.20, the plat is subject to Parks Impact Fees which shall be paid at the time of building permit issuance for 18 lots together with an administrative fee.*
17. *Pursuant to SMC Chapter 13.15, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.*

Reese's Run Compliance Matrix



Date: 7/21/2014
 Permit No: PSUB2013-00127 0072.00020.000
 Reviewer:

Reese's Run Compliance Matrix

Comment No.	Hearing Examiner Condition	Applicant Response	City Response
A1	Exhibit S-2 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.	No proposed revisions to approved preliminary plat	Final plat is consistent with approved preliminary plat.
2	Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on July 10, 2013, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.	Plator will comply.	The subject plat was developed in conformance with the approved preliminary plat under Site Development Permit SDP2014-00206.
3	For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the Sammamish Municipal Code (SMC), the Plator shall provide financial guarantees in conformance with Chapter 27A SMC and Interim Public Works Standards (PWS) Section 10.050(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in Chapter 19A.16 SMC.	Plator will provide financial guarantees as required. Required improvements will be installed prior to recording.	Performance bonds have been posted under SDP2014-00206.
4	The proposed wetland mitigation area shall be placed in a separate tract from the stormwater tract.	The wetland mitigation area has been placed in a separate tract.	Verified (Tract E)
5	A final wetland mitigation plan shall be prepared by a qualified wetland biologist and provided for City review prior to Site Development Permit approval. This plan shall be based on Exhibit S-3b or other mitigation plan as approved by the City. The final mitigation plan shall include a grading plan, planting plan, implementation details, a monitoring and maintenance protocol, and performance standards.	A wetland mitigation plan has been prepared by a wetland biologist and is included as part of the Landscaping plans.	Verified

Exhibit 3

Reese's Run Compliance Matrix			
Comment No.	Hearing Examiner Condition	Applicant Response	City Response
6	Preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of 84 months (7 years) as required by SMC 19A.12.020, provided the Plator may file for an extension as permitted by code.	Plator will comply with the conditions.	The plat will be recorded prior to March 28, 2021.
B1	The intersection of 218th Avenue SE and SE 4th Street warrants a dedicated left-turn lane under the predicted year 2030 traffic volumes with build-out of the Town Center and the Community Center. To facilitate future improvements, design for half street frontage improvements shall be provided for 218th Avenue SE and approved by the City Engineer during final engineering. Any required dedication of 218th Avenue SE within the Plator's property shall occur at final plat.	A design for a dedicated left hand turn has been provided.	Completed as part of the Site Development Permit SDP2014-00206.
2	The internal plat roads serving more than four dwelling units shall be consistent with the local road standards in accordance with PWS Table 1, PWS Figure 01-05 and City Ordinance 2005-191. The City Engineer has modified this standard to require 60-foot right-of-way width, 28-foot pavement from curb to curb, 6-inch vertical curb both sides, 8.5-foot planter strip both sides, 5-foot sidewalk both sides and 2-feet behind back of sidewalk to the right-of-way line on both sides.	The plator has complied with the stated standards.	Completed as part of the Site Development Permit SDP2014-00206.
3	Illumination shall be provided on intersections and turnarounds consistent with the City's standards for average foot candles and uniformity for a local road. Sidewalks shall be illuminated. Luminaires shall be full cut-off and LED. Pole type and style shall be approved by Public Works.	Illumination will be provided in accordance with approved plans.	Completed as part of the Site Development Permit SDP2014-00206.
4	Cul-de-sacs shall be consistent with the turnaround requirements of Eastside Fire and Rescue.	The Cul-de-sac will be provided in accordance with approved plans.	Completed as part of the Site Development Permit SDP2014-00206.
5	All construction shall meet requirements consistent with the United States Department of Justice ADA Standards. The Access Board's ADA Accessibility Guidelines (ADAAG) serves as the minimum baseline for the standards.	The site has been designed to meet the ADA standards and will be constructed in accordance with the approved plans.	Completed as part of the Site Development Permit SDP2014-00206.

Exhibit 3

Reese's Run Compliance Matrix			
Comment No.	Hearing Examiner Condition	Applicant Response	City Response
6	Appropriate sidewalk and road transition from all proposed plat roads to all existing roads shall be designed and approved consistent with AASHTO standards as part of the site development permit.	The approved plans have been designed to meet the AASHTO standards.	Completed as part of the Site Development Permit SDP2014-00206.
7	Drainage plans, Technical Information Reports, and analysis shall comply with the 2009 King County Surface Water Design Manual (KCSWDM), the City of Sammamish Addendum to the 2009 KCSWDM, and the City of Sammamish Stormwater Management Comprehensive Plan.	Drainage plans, reports and analysis comply with referenced requirements.	Completed as part of the Site Development Permit SDP2014-00206.
8	Limits of disturbance shall be established for the perimeter trees in Tract B and soil disturbance shall remain limited to the areas associated with the required improvements within said Tract B.	The limits have been established for Tract B.	Adhered to as part of the Site Development Permit SDP2014-00206. Arborist confirmed trees were healthy after construction.
9	If any wetland hydrology is created within Tract E, then it shall be maintained using King County Critical Areas Mitigation Guidelines Appendix A or an approved equivalent method.	N/A-no wetland created	Verified through SDP review and approval
C1	At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, and other stormwater related facilities. Final lift of asphalt may be bonded unless otherwise directed by Public Works.	Stormwater system is fully functional and operational.	Completed as part of the Site Development Permit SDP2014-00206.
2	All new signs required in the public rights-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Plator. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of SIX WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access. No parking signs shall be installed prior to final plat. No parking signs shall be required on all proposed street and private roads with clear widths of 20-feet or less.	Signs are scheduled to be installed by the contractor by October 24 th , 2014	Installation confirmed with City construction inspector.

Exhibit 3

Reese's Run Compliance Matrix			
Comment No.	Hearing Examiner Condition	Applicant Response	City Response
3	A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public rights-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.	All storm drain facilities and conveyance lines have been staked under the direct supervision of Robert D. West, PLS, Core Design, Inc.	Completed as part of the Site Development Permit SDP2014-00206.
4	Pursuant to Chapter 21A.105 SMC, fifty percent of the school impact fees for 18 proposed lots (the site has four existing residences), plus an administrative fee, shall be paid.	Developer will pay 50% of school fees prior to recording. The remainder will be paid at building permit	School impact fees were paid in the amount of \$69,322.00 on November 7, 2014.
5	All open pond drainage tracts shall be dedicated to the City of Sammamish at final plat. Alternatively, the City of Sammamish shall receive an easement for inspection, maintenance, and repair of any stormwater vault located under an HOA-owned tract.	The drainage tracts have been dedicated to the City as shown on the face of the final plat.	Completed as part of the Site Development Permit SDP2014-00206 and dedicated with final plat.
6	A performance bond shall be posted to the City for all required improvements that remain at the time of final plat, or 30% of the total improvement costs, whichever is greater. A bond quantities worksheet shall be provided by the Plator for City review and approval of performance bond amount. The restoration bond shall be released by the City following final plat approval.	A performance bond will be posted for improvements yet to be constructed per city requirements.	Performance bonds have been posted under SDP2014-00206.
7	A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public rights-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.	All storm drain facilities and conveyance lines have been staked under the direct supervision of Robert D. West, PLS, Core Design, Inc.	Completed as part of the Site Development Permit SDP2014-00206.
D1	Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.	Note 10, sheet 2	Verified as Note 12, Sheet 2

Exhibit 3

Reese's Run Compliance Matrix			
Comment No.	Hearing Examiner Condition	Applicant Response	City Response
2	Pursuant to the 2009 KCSWDM, all building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet via perforated tightline unless otherwise directed to an approved flow control BMP as shown on the approved Construction Drawing on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish.	Note 11, sheet 2	Verified as Note 10, Sheet 2
3	All lots containing or adjacent to infiltration or dispersion trenches/facilities shall be graded such that the flow path is directed away from the building foundation.	Note 12, sheet 2	Verified as Note 11, Sheet 2
4	No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws.	Note 8, sheet 2	Verified
5	The Plator shall comply with RCW 58.17.280, providing the appropriate "addressing note" with address ranges being on the final plat.	Note 9, sheet 2	Verified
6	Maintenance of all landscaping within the internal plat road and 218th Avenue SE shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping created by the plat.	Note 13, sheet 2	Verified
7	All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.	Note 14, sheet 2	Verified
8	Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.	Note 15, sheet 2	Verified

Exhibit 3

Reese's Run Compliance Matrix			
Comment No.	Hearing Examiner Condition	Applicant Response	City Response
9	Covenant and easement language pertaining to individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.	Note 24, sheet 2	Verified
10	Unless located within a recreation tract and public easements provided, all Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. Language to this effect shall be shown on the face of the final plat.	Note 1, sheet 2	Verified
11	If the development includes an open water body stormwater pond: Maintenance of landscaping strips along the stormwater pond perimeter other than the interior pond embankments shall be the responsibility of the Homeowners Association.	Note 16, sheet 2	Verified
12	Trees retained per SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number.	As shown on sheet 5	Verified on plans and in field
13	Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.	Note 17, sheet 2	Verified
14	The plat shall include a note regarding the payment of street impact fees in accordance to SMC 14A.15 for 18 lots. Specific language related to the payment of the street impact fees shall be reviewed and approved by the City prior to final plat approval.	Note 18, sheet 2. The fees have been paid.	Verified
15	Pursuant to SMC Chapter 21A.105, fifty percent of the school impact fees have been paid at final plat. The remaining fifty percent of the school impact fees, plus an administrative fee, shall be paid prior to building permit issuance for 18 lots.	Note 19, sheet 2. The fees have been paid	Verified

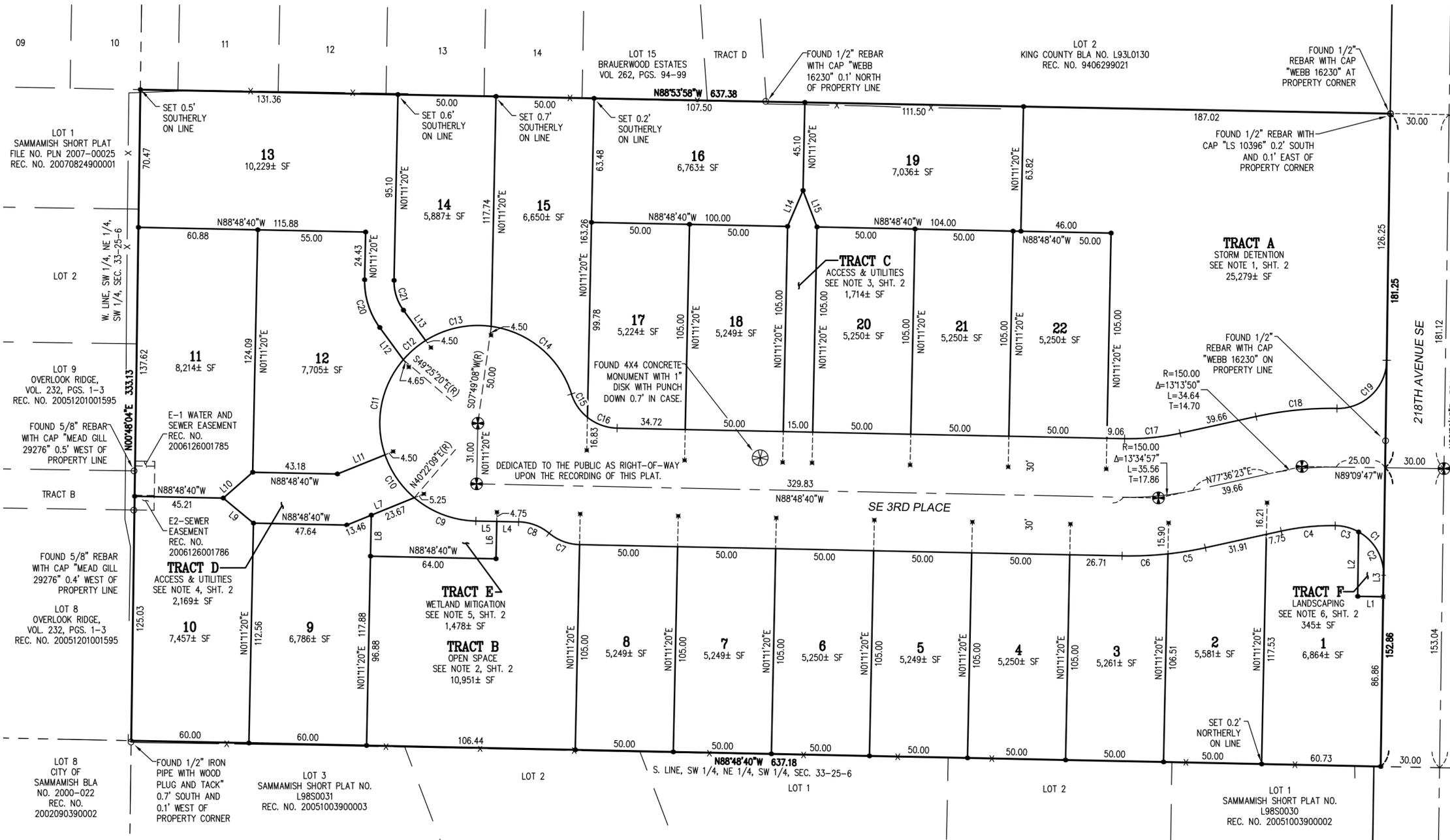
Exhibit 3

Reese's Run Compliance Matrix			
Comment No.	Hearing Examiner Condition	Applicant Response	City Response
16	Consistent with SMC 14A.20, the plat is subject to Parks Impact Fees which shall be paid at the time of building permit issuance for 18 lots together with an administrative fee.	Note 20, sheet 2	Verified
17	Pursuant to SMC Chapter 13.15, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.	Note 21, sheet 2	Verified

Exhibit 3

REESE'S RUN

A PORTION OF THE NE 1/4, OF THE SW 1/4,
SECTION 33, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°09'48"W	13.00
L2	N00°50'12"E	32.93
L3	N00°50'12"E	11.00
L4	N88°48'40"W	11.16
L5	N88°48'40"W	10.67
L6	N01°11'20"E	19.12
L7	N67°53'22"E	37.13
L8	N01°11'20"E	21.00
L9	N50°13'30"W	20.00
L10	N48°37'58"E	20.00
L11	N67°53'22"E	26.19
L12	N36°09'36"W	20.41
L13	N36°09'36"W	19.20
L14	N23°12'48"E	20.00
L15	N20°50'07"W	20.00

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	25.00	90°00'00"	39.27
C2	25.00	61°18'15"	26.75
C3	25.00	28°41'45"	12.52
C4	120.00	13°13'50"	27.71
C5	180.00	6°08'58"	19.32
C6	180.00	7°26'00"	23.35
C7	25.00	38°44'22"	16.90
C8	25.00	38°44'22"	16.90
C9	50.00	39°10'49"	34.19
C10	50.00	30°50'30"	26.91
C11	50.00	59°22'00"	51.81
C12	50.00	17°18'37"	15.11
C13	50.00	39°55'52"	34.85
C14	50.00	64°42'26"	56.47
C15	25.00	33°39'02"	14.68
C16	25.00	37°41'12"	16.44
C17	120.00	13°34'57"	28.45
C18	180.00	13°13'50"	41.57
C19	25.00	90°00'00"	39.27
C20	40.00	37°20'56"	26.07
C21	25.00	37°20'56"	16.30

LEGEND

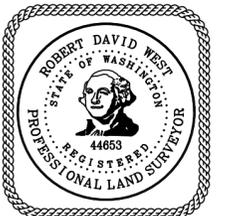
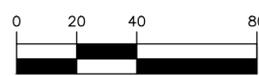
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 44653"
- ⊕ SET 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "44653" IN MONUMENT CASE.
- ✱ SET TACK WITH WASHER STAMPED "CORE 44653" ON EXTENSION OF PROPERTY LINE IN LIEU OF FRONT CORNER AT 15.75' FROM CORNER UNLESS OTHERWISE NOTED.
- ⊙ FOUND MONUMENT AS NOTED

NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE INSURANCE COMPANY'S PLAT CERTIFICATE NUMBER 001368170. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED CHICAGO TITLE INSURANCE COMPANY'S COMMITMENTS. CORE DESIGN, INC. HAS RELIED WHOLLY ON CHICAGO TITLE INSURANCE COMPANY'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN APRIL, 2013.
3. PROPERTY AREA = 212,605± SQUARE FEET (4.8808± ACRES).
4. ALL DISTANCES ARE IN FEET.
5. THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.



SCALE: 1" = 40'



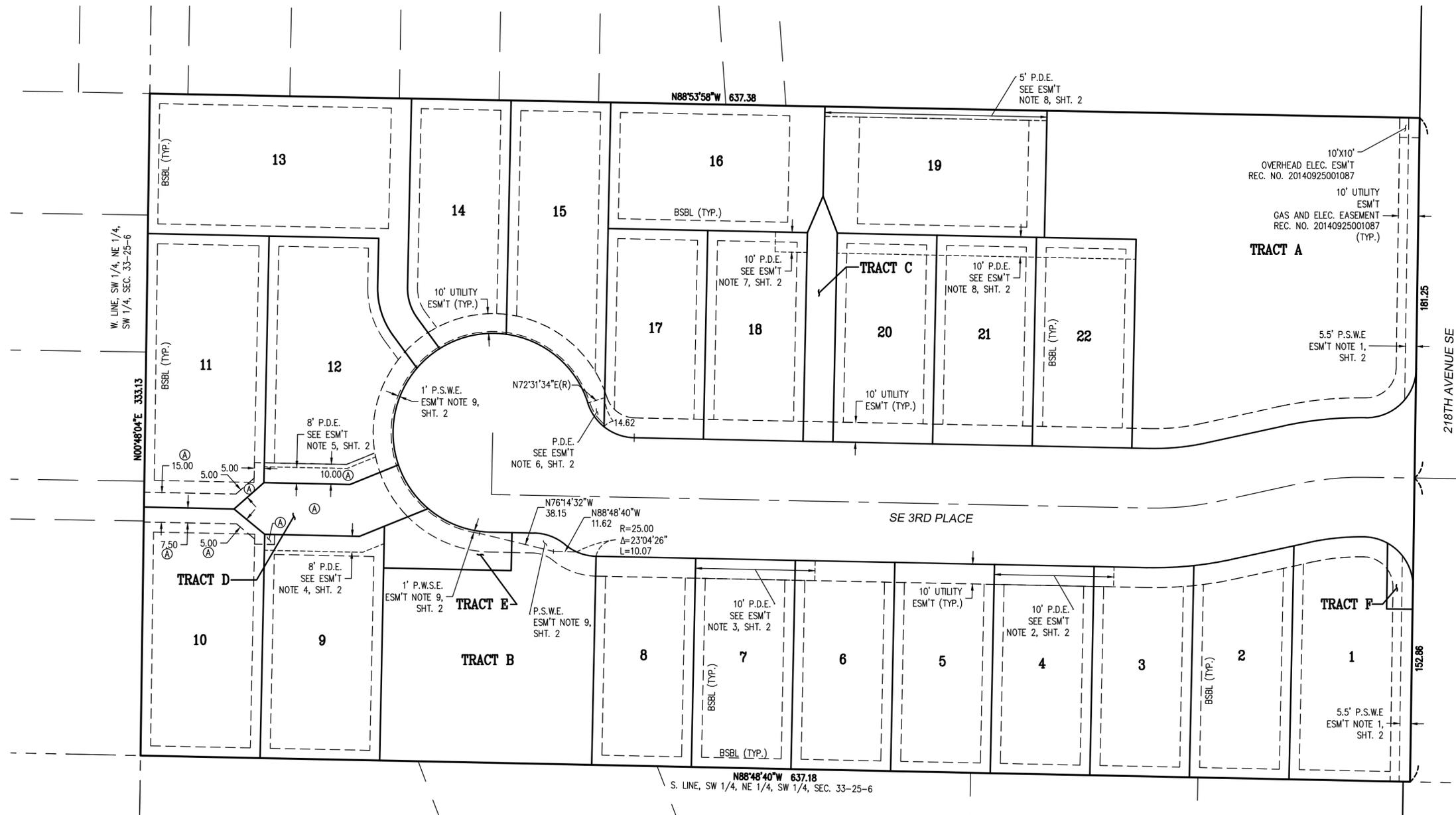
ENGINEERING • PLANNING • SURVEYING

JOB NO. 13037

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REESE'S RUN

A PORTION OF THE NE 1/4, OF THE SW 1/4,
SECTION 33, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



PRIVATE EASEMENT PROVISIONS

THE OWNER(S) OF LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF LOTS BENEFITED AS STATED IN THE EASEMENT NOTES OR ANY OTHER PRIVATE EASEMENT SHOWN AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNER(S) OF LAND HEREBY BENEFITED. THE OWNER(S) OF LOT BENEFITED AND ITS ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID UTILITIES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFOR; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES.

HOWEVER, THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

UTILITY EASEMENT PROVISION

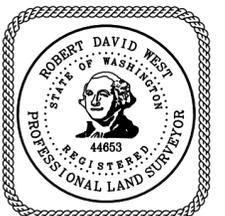
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH, PUGET SOUND ENERGY COMPANY, THE REGIONAL TELEPHONE COMPANY, THE REGIONAL CABLE TELEVISION COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THOSE EASEMENTS IDENTIFIED AS PUBLIC UTILITY EASEMENTS, THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS A, C, D, E AND F, IN WHICH TO LAY, INSTALL, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDER GROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC TELEPHONE, T.V. AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED, THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE, OR CABLE T.V. SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

LEGEND

- P.D.E. PRIVATE DRAINAGE EASEMENT
- P.S.S.E. PRIVATE SANITARY SEWER EASEMENT
- P.S.W.E. PUBLIC PEDESTRIAN AND SIDEWALK EASEMENT
- BSBL BUILDING SETBACK LINE
- Ⓐ SPWSD (SAMMAMISH PLATEAU WATER AND SEWER DISTRICT) WATER EASEMENT. SEE WATER AND SEWER EASEMENT PROVISION, SHEET 2



SCALE: 1" = 40'

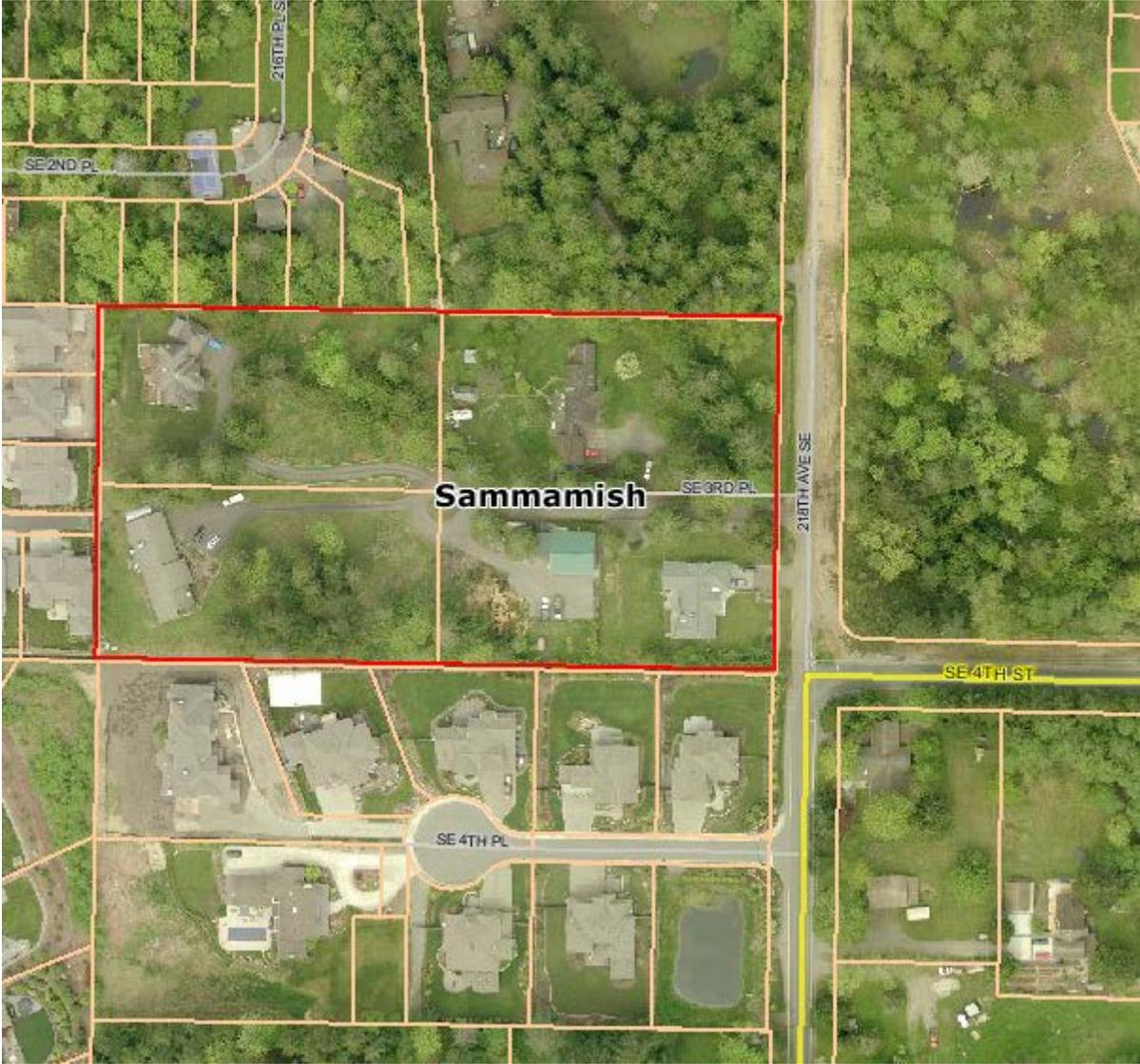


14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963



ENGINEERING • PLANNING • SURVEYING
JOB NO. 13037

Reese's Run Subdivision - Vicinity Map





City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 10, 2014

Originating Department: Admin Services

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input checked="" type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Interlocal Agreement Human Service Grant Pooled Funding/Human Service Funders Consortium (North & East)/City of Bellevue

Action Required: Authorize the City Manager to sign the Interlocal Agreement

Exhibits: 1. Interlocal Agreement

Budget: 001-050-559-20-41-00

Summary Statement: Authorize the City Manager to sign the revised Interlocal Agreement between the cities of Bellevue, Issaquah, Kenmore, Kirkland, Mercer Island, Sammamish, Redmond, and Shoreline, to pool a portion of the cities' human services funds into single contracts with approved human service programs.

Background: Since 2003, Sammamish has been participating in a pooled funding arrangement with other North and East King County cities. This arrangement allows selected programs that receive funding from some or all participating cities to sign a single contract with the City of Bellevue. In 2004, there were eight participating cities, making 46 grants to seven programs (\$366,593). In 2013-2014 there were 36 programs with 165 separate grant awards consolidated under 15 pooled contracts (\$2.6 million).

The growth of the pool over the years has resulted in additional administrative burdens on the City of Bellevue, the lead administrator. Until now, there has been no administrative fee charged by Bellevue. Based on recommendations from both Bellevue staff and attorneys, a workgroup developed a methodology for establishing a reasonable fee for the work provided, taking into account the time it takes for Bellevue staff to process a contract as well as the various resources involved with implementing the contract.

This Interlocal has been revised to:

- Update the responsibilities of the project team, including provisions for monitoring visits.
- Adopt the agreed-upon fee structure.
- Make this arrangement more permanent by extending the duration of the agreement to December 31, 2018, with automatic extensions.



City Council Agenda Bill

If approved, agency efficiencies and staff administration of the pooled fund would continue as usual. Not approving the Interlocal would create significant challenges for agencies that have been operating under this arrangement for some period of time.

Another significant area of savings would come in the area of monitoring visits. The City of Bellevue will provide the monitoring visits to each agency in the pool, eliminating the need for Sammamish staff to perform those site visits. Site visits are costly in terms of both money and time.

The City could decline its participation in the Interlocal Agreement and return to individually contracting with the agencies. Doing so would eliminate the efficiencies to the City described above and would remove Sammamish from a significant sub-regional effort aimed at system improvement.

Financial Impact:

Sammamish will pay 80% of our costs associated with administering the pool (see Exhibit 2). The City would pay Bellevue \$2,897 for 2015 and 2016 for a total cost of \$5,795. This expense is offset by savings in staff time in both the Administrative Services and Finance Departments.

Recommended Motion: Move to authorize the City Manager to sign the interlocal agreement.



City Council Agenda Bill

Attachment 2: FEE SCHEDULE

The Lead Agency and the Management Team set forth the following rationale resulting in the fee schedule below.

- The City of Bellevue Human Services Grant Coordinator spends 144 hours per year on the Pooled Fund.
 - \$40.29 per hour (salary and benefits) x 144 hours = \$5,802
- The City of Bellevue Human Services Program Assistance spends 144 hours per year on the Pooled Fund.
 - \$37.15 per hour (salary and benefits) x 144 hours = \$5,350
- The City of Bellevue calculates administrative overhead (including staff time in the City Manager’s Office, Finance Department, City Attorney’s Office, equipment costs, utilities, etc.) to be 133% of the cost of program staff involved—in this case, the Grant Coordinator and the Program Assistant.
 - 133% of [\$5,802 + \$5,350] = \$14,831
- The total annual cost to the City of Bellevue to administer the Pooled Fund is \$25,983. For the two year Fund cycle, the cost is \$51,965.
- The Parties agree to pay a portion of this cost relative to their share of all scopes of work that all Parties together have included in the Pooled Fund.
 - Parties whose annual human services budgets are less than \$300,000 will be required to only pay 80% of their portion. These are Issaquah, Kenmore, Mercer Island, and Sammamish.

City	# of Scopes	% of All Scopes	2015 Fee	2016 Fee	Total, 2 Years
Issaquah	26	16%	\$3,275	\$3,275	\$6,551
Kenmore	11	7%	\$1,386	\$1,386	\$2,771
Kirkland	29	18%	\$4,567	\$4,567	\$9,133
Mercer Island	4	2%	\$504	\$504	\$1,008
Redmond	30	18%	\$4,724	\$4,724	\$9,448
Sammamish	23	14%	\$2,897	\$2,897	\$5,795
Shoreline	10	6%	\$1,575	\$1,575	\$3,149
Total	133	81%	\$18,928	\$18,928	\$37,586

INTERLOCAL AGREEMENT

ESTABLISHING THE HUMAN SERVICES POOLED FUND

This agreement is made and entered into by and among the City of Bellevue, the City of Issaquah, the City of Kenmore, the City of Kirkland, the City of Mercer Island, the City of Redmond, the City of Sammamish, and the City of Shoreline, all municipal corporations of the State of Washington (hereinafter referred to individually as "Party" or collectively as "Parties").

RECITALS

WHEREAS, the Parties engage in activities which support human service providers in King and Snohomish Counties; and

WHEREAS, the Parties wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in King and Snohomish Counties; and

WHEREAS, the Parties have the authority to engage in cooperative efforts which result in more efficient use of government resources; and

WHEREAS, the Parties agree that multi-jurisdictional cooperation in human services planning and funding is a benefit to the Parties, their non-profit award recipients and to the citizens of their communities;

WHEREAS, THIS AGREEMENT IS AUTHORIZED PURSUANT TO THE Interlocal Cooperation Act as codified in RCW Chapter 39.34

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

I. PURPOSE

This agreement defines the roles and responsibilities of the Parties in jointly funding and contracting for human services programs. Further, this agreement establishes a Human Services Pooled Fund account (hereinafter referred to as "Pooled Fund") to which funds will be deposited for the purpose of contracting with not-for-profit or other public corporations (hereinafter referred to as "Service Provider(s)") that deliver human services programs.

II. DURATION OF THE AGREEMENT

This agreement shall be established and take effect immediately upon its execution by two or more Parties, and shall remain in effect through December 31, 2018, with automatic extensions annually unless terminated as described in Section VI.

III. RESPONSIBILITIES

- A. A Project Management Team, comprising of staff to be designated by the chief executive or their designee from each Party, will monitor the delivery of joint Human Services programs under this agreement. The Project Management Team will:

Exhibit 1

- i. Determine any addition or removal of human services programs provided by Service Providers contracted from the Pooled Fund;
 - ii. Determine whether to allow additional parties to enter into this agreement;
 - iii. Develop administrative tools and processes necessary to operate the Pooled Fund;
 - iv. Conduct on-site monitoring of Service Providers on behalf of the Parties. A summary of the visit will be written by Project Management Team members and can be accepted by the Parties for each Party's monitoring purposes.
 - v. Plan for future expansion and administration of the Pooled Fund; and
 - vi. Provide input to the Lead Agency regarding acceptance and use of any deposit made to the Pooled Fund from a funding source not party to this agreement.
 - vii. Approve the invoices that will be sent by the Lead Agency for each Party's contribution to the Pooled Fund, which approval must be reached by consensus of the entire Project Management Team, not just a quorum.
 - viii. In carrying out these responsibilities, the Project Management Team will at all times attempt to reach agreement by consensus. If consensus cannot be reached, agreement will be determined by a simple majority vote of those present at the meeting of the Project Management Team. Each Party may cast one vote on behalf of their organization.
 - ix. The Project Management Team will determine meeting frequency through consensus.
 - x. No separate legal entity will be created through this interlocal agreement.
- B. The City of Bellevue shall be the lead agency (hereinafter referred to as "Lead Agency"). The Lead Agency will:
- i. Establish and maintain the Pooled Fund;
 - ii. Invoice Parties for each party's portion of the Pooled Fund. Invoices will be sent with no more frequency than quarterly throughout the year, with an option of biannual or annual invoicing as agreed upon by each Party and the Lead Agency, with payment required within 30 calendar days from date of invoice.
 - iii. Accept and deposit contributions to the Pooled Fund from Parties or other sources;
 - iv. Execute contracts on behalf of one or more Parties with Service Providers payable with funds drawn from the Pooled Fund. The maximum effective period of these contracts is for the two-year (biennial) budget period. The Lead Agency is responsible for routing all substantive revisions to agreements to all Parties for their review and approval. At its discretion, the Lead Agency may amend contracts with Service Providers without approval from the other Parties so long

as the amendments are minor in nature (e.g. Service Provider name changes, slight amendments to service dates, etc.); and

v. Process payments on such contracts.

1. Contracts will include the projected maximum possible award amounts available to be paid from the Lead Agency and Parties to each Service Provider. In cases where a Party will not be in a position to provide a Service Provider with the full projected award amount, a contract amendment is not necessary since any amount paid will be less than the maximum possible award amount. Any and all payments to Service Providers are subject to availability of funds from each Party, and contingent on satisfactory performance on the contract; Lead Agency will ensure appropriate provisions regarding the same are included in the service provider contracts.

vi. As the executed contract is between the Lead Agency and the Service Provider, the Service Provider is expected to adhere to reimbursement procedures required by the Lead Agency (City of Bellevue).

C. Each Party will independently:

- i. Provide the lead agency with a list of each human service programs, including award amounts to be part of the Pooled Fund as soon as it is available, but not later than December 31 before the contract biennium. Parties that do not provide this information by the date required may be excluded from participation in the Pooled Fund, with the Lead Agency authorized to grant extensions of this deadline, the length of such extension being at the sole discretion of the Lead Agency.
- ii. Approve or deny payment made to individual Service Provider contracts based on compliance with contractual obligations. Such approval shall not be unreasonably withheld.
- iii. Review and communicate its acceptance of contract terms negotiated for each Service Provider for which that Party is contributing funds. Approval shall be communicated in writing on or before January 31st of the calendar year for which funding is approved. Parties who do not communicate written acceptance will be deemed to have accepted the terms.
- iv. Provide such staff as is necessary to accomplish all responsibilities included in this agreement. Parties may be excused from such commitment if doing so compromises the day-to-day operation of the Party's organization. Requests to be excused shall be made in writing to the Lead Agency and shall be approved or denied by the Project Management Team within sixty (60) days of receipt.

IV. ADDITION OF A PARTY TO THIS AGREEMENT

- A. At any time after the effective date of this agreement, additional parties, with the approval of the Project Management Team, may adopt and enter into this agreement by forwarding a copy of the agreement as approved and executed by that Party to the Lead Agency no later than sixty (60) days prior to the end of any given calendar year

for participation in the Pooled Fund the subsequent year. The addition of a party or parties to this Agreement shall not affect the terms and conditions for any other Party and no reauthorization is required for the duration of the Agreement.

- B. Parties not subject to this agreement may, subject to the approval of the Project Management Team, contribute funds on a one-time or other limited basis for the purpose of participating in Service Provider contracts drawn from the Pooled Fund. Under these circumstances, the Project Management Team shall provide input to the Lead Agency on the terms of participation; the Lead Agency shall allocate the funds at its discretion, consistent with the purposes of this Agreement.

V. WITHDRAWAL OF A PARTY FROM THIS AGREEMENT

- A. Each Party, with the exception of the Lead Agency, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice to the Lead Agency and all other Parties on or before June 30 of Year 1 of the biennium, with the effective date of termination being December 31 of that same calendar year in which notice is given. The withdrawing party shall remain responsible for all contractual commitments made to Service Providers and for payments made or committed to the Pooled Fund up to the effective date of withdrawal, except as otherwise provided in this agreement. Any payments made to the Pooled Fund prior to the effective date of withdrawal for services to be provided by Service Providers after the effective date of withdrawal shall be returned to the Party within sixty (60) days following the effective date of withdrawal. In the event of withdrawal by a Party, this Agreement shall terminate as to that Party but shall continue in effect with respect to the remaining Parties. However, the termination of this agreement with respect to one or more Parties shall not affect any of the Parties' rights or obligations, including any rights or obligations of a withdrawing Party, that are expressly intended to survive termination.
- B. In the event of a withdrawal, the Lead Agency is authorized to enact the termination clauses of all contracts with Services Providers that include funds from the withdrawing Party. Such termination will be specific to the withdrawing party and shall not affect the contractual obligations of the Service Provider in regard to all other Parties.
- C. The Lead Agency, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice to all other Parties on or before June 30 of any given calendar year with the effective date of termination being December 31 of the same calendar year in which notice is given. The withdrawing Lead Agency commits to transfer all necessary funds and documentation related to the Pool Fund to a new Lead Agency, as selected by the Project Management Team, prior to the effective date of the withdrawal. Nothing in this agreement prevents the Lead Agency from remaining a Party to this agreement after ceasing to be the Lead Agency.

VI. TERMINATION OF THIS AGREEMENT

- A. All Parties must agree to terminate this agreement in order for such termination to be effective. The effective date of termination will be determined by a unanimous vote of the Project Management Team, but must be no less than ninety (90) days after the date of the Project Management Team meeting during which termination is agreed. Immediately after the vote to terminate the agreement is made, the Lead Agency is authorized to terminate all contracts with Service Providers drawn upon the Pooled Fund as per the conditions of those contracts. After all payments due to Services Providers are made, funds attributable to each Party released from commitment to those terminated contracts shall be returned to each Party by check from the Lead Agency within sixty (60) days after the effective termination date of this agreement.
- B. If a contract with a Service Provider is terminated by the Service Provider as per the conditions of that contract, funds in the Pooled Fund released from commitment to that terminated contract shall be removed from the Pooled Fund with the amount attributable to each Party participating in the terminated contract returned by check from the Lead Agency within sixty (60) days after the effective termination date of the contract. Termination of a Service Provider contract shall not affect any other contract drawn from the Pooled Fund.

VII. ADMINISTRATIVE SERVICE FEES AND INTEREST ACCRUED

- A. The Lead Agency, with approval of the Project Management Team will develop an administrative service fee structure in February (after receiving notice of pooled participation) of the first year of each funding biennium. The fee structure will be based on the number of scopes of work funded by each Party in the Pool and will be in effect for each of the two years of the biennium in question.
- B. The Lead Agency will develop the billing and payment schedule for the Parties.
- C. The Lead Agency shall consider any and all revenue accrued as interest on the Pooled Fund as supplemental to the administrative service fee and shall be entitled to keep and use such revenue at its complete discretion.

VIII. AMENDMENTS

This agreement may be amended, altered, changed or extended in any manner by the mutual written consent of all Parties.

IX. SEVERABILITY

If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the remaining provisions shall continue in full force and effect.

X. HOLD HARMLESS AND INDEMNIFICATION

To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their duties as such, from and against any and all claims (including demands, suits, penalties

liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) (“Damages”) arising out of or in any way resulting from such Party’s own negligent acts or omissions related to such Party’s participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provision of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to any party exercising the right of termination pursuant to Section IV.

XI. NO PRECLUSION OF ACTIVITIES OR PROJECTS

Nothing herein shall preclude any Party from choosing or agreeing to fund or implement any work activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on the other Parties.

XII. REAL AND PERSONAL PROPERTY

The acquisition of real property is not anticipated under this agreement. Any personal property acquired pursuant to this agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated, any personal property other than cash shall remain with the Lead Agency.

XIII. ENTIRETY OF AGREEMENT

This agreement supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof and constitutes the entire agreement between the Parties.

XIV. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Washington.

XV. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal, state, and local laws and rules, including but not limited to grant funding conditions.

XVI. RECORDING

This Agreement shall be recorded with King County or otherwise made available to the public in accordance with state law.

XVII. COUNTERPARTS

This Agreement may be executed by facsimile or electronic mail in any number of current parts and signature pages hereof with the same effect as if all Parties had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of this agreement, constitute one and the same instrument.

XVIII. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

XIX. COUNTERPARTS

This Agreement may be executed by facsimile or electronic mail in any number of current parts and signature pages hereof with the same effect as if all Parties had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of this agreement, constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of this _____ day of _____ 201_.

Signed:

CITY OF BELLEVUE:

CITY OF ISSAQUAH:

Brad Miyake, City Manager

Fred Butler, Mayor

DATED: _____

DATED: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of the City Attorney

Office of the City Attorney

Exhibit 1

CITY OF KENMORE:

Rob Karlinsey, City Manager

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF KIRKLAND:

Kirk Triplett, City Manager

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF MERCER ISLAND:

Cynthia Goodwin, Director

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF REDMOND:

John Marchione, Mayor

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF SAMMAMISH:

Ben Yazici, City Manager

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF SHORELINE:

Debbie Tarry, City Manager

DATED: _____

APPROVED AS TO FORM:

Office of the City Attorney



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 18, 2014

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: 2015 Parks and Streets Sweeping Contract.

Action Required: Authorize the City Manager to sign a Contract with Best Parking Lot Cleaning Inc. for street sweeping services in 2015.

Exhibits: 1. 2015 Contract with Best Parking Lot Cleaning Inc.

Budget: This contract is funded through the professional services budgets in the Parks Resource Management, the Street Maintenance and the Surface Water Maintenance Funds. There is \$81,900 available in the adopted 2015 Street Maintenance Fund (101-000-542-67-48-50), \$12,000 is allocated for parking lot sweeping in the adopted 2015 Parks Resource Management Fund (001-076-576-80-41-00) and \$70,000 is allocated for street sweeping services in the adopted 2015 Surface Water Maintenance Fund (408-000-531-35-41-00) for these services.

Summary Statement:

The Parks and Public Works Departments recommend that the City Council authorize the City Manager to renew and execute a contract with the City's current parks and street sweeping vendor, Best Parking Lot Cleaning Inc., for services in 2015.

Background:

The City solicited bids at the end of 2012 for Street and Parking Lot sweeping. Best Parking Lot Cleaning was the lowest responsible bidder. The City entered into a contract for the 2013 calendar and included a provision that allowed annual renewals two (2) times. The current Parks and Street Sweeping contract was approved for 2014 and expires on December 31, 2014 and includes a provision that allows renewal of the contract through the end of 2015. The total contract amount for 2015 is \$142,693.62, the same amount as in 2014. This is the final renewal of the original 2013 Parks and Street Sweeping contract with Best Parking Lot Cleaning Inc.



City Council Agenda Bill

Currently our Street Sweeping contract calls for Best Parking Lot Cleaning to sweep our main arterials every other week between January-April, one time per month May- September and three times per week October- December. City Parks get swept weekly between January- September and in December, two times per week in October and November and prior to community events throughout the year.

Neighborhood streets get swept two times, January-April, two times September- December and in response to specific requests.

The City has been satisfied with the services provided by Best Parking Lot Cleaning and recommends continuing to utilize their services through 2015.

Financial Impact:

This contract is funded out of the budgeted funds listed in the table below. The total amount of contract is \$102,693.62. An additional \$40,000 is proposed as a management reserve to be used only with written authorization to cover any unidentified cleaning services that may be needed in 2015 for the City. These services may include accident, spill and storm responses. The contract fits well within the approved budget.

Fund	Budgeted Amount	Amount allocated for Sweeping Services
Street (101-000-542-67-48-50)	\$81,900	\$81,900
Surface Water (408-000-538-35-41-00)	\$630,000	\$70,000
Parks Resource Management (001-076-576-80-41-00)	\$338,800	\$12,000
Total	\$1,050,700	\$163,900

Recommended Motion:

Authorize the City Manager to sign a Contract Renewal with Best Parking Lot Cleaning Inc. in the amount of \$102,693.62 plus a management reserve fund in the amount of \$40,000 for a total not to exceed contract amount of \$142,693.62.



SMALL PUBLIC WORKS CONTRACT

Between: The City of Sammamish and Best Parking Lot Cleaning Inc.
Project: Parks and Street Sweeping
Commencing: January 1, 2015
Terminating: December 31, 2015
Amount: \$142,693.62 (\$102,693.62 for "base" sweeping services plus \$40,000.00 for on-call, additional and emergency sweeping services as needed and as approved in writing by the City) plus WSST.

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Best Parking Lot Cleaning Inc., (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for the City of Sammamish Parks and Street Sweeping and

WHEREAS, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

- 1. Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.
- 2. Contract Documents.** The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license

Exhibit 1

and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. Change Orders. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by

Exhibit 1

the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

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

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

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

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

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

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

7. Prevailing Wages/Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements,** the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15)

Exhibit 1

days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

10. Termination.

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. Duration. This contract is the second and final renewal of the 2013 Parks and Street Sweeping contract.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

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

20. General Conditions and Special Conditions. General and Special Conditions are additions to, or revisions of, the City's standard Small Works Roster contract. In the event of a conflict between

Exhibit 1

the standard Small Works Roster contract and the General and Special Conditions, the most stringent requirement shall control.

SC-1 Project Safety

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

SC-02 Hazardous Chemical Inventory

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

SC-03 Disposal

The contractor is responsible for the disposal of all sweeping debris. No storage of sweeping debris on City property is possible.

Exhibit 1

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

TO CITY:

City of Sammamish, and

Contact Name: Martin Bohanan

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mbohanan@ci.sammamish.wa.us

TO CONTRACTOR:

Contractor:
Best Parking Lot Cleaning Inc.

Contact Name: Rebecca Craig

Street Address: PO Box 159

City, State, Zip: Sumner, WA 98390

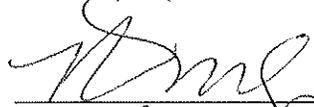
Phone: (253) 863-3330

Contact email: Rebecca Craig
rebecca@bestparkinglot.com

CITY OF SAMMAMISH, WASHINGTON

By: _____
Title: Ben Yazici, City Manager
Date: _____

CONTRACTOR, WASHINGTON

By: 
Title: President
Date: 10/22/14

Attest/Authenticated:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

Scope of Work, Technical Specifications and Cost Schedule

2015 Street Sweeping

Scope of Work

To provide street sweeping for the year of 2015 in all of the following areas at the listed sweeping frequencies:

- 1 Sweeping of All arterials (listed below) on the following schedule:
 - January – April Every other week
 - May – September 1 time per month
 - October - December 3 times per week
 - Prior to community events throughout the year (approx. 1 per month)

- 2 Sweeping of all of city parks parking lots and access roads (listed below) on the following schedule:
 - January – September & December Weekly
 - October and November 2 times per week
 - Prior to community events throughout the year: Approximately 3 times per park per year.

- 3 Sweeping all of neighborhood curb streets on the following schedule:
 - January – April and September – December: 4 times per year
(2 times each period)
 - In response to specific requests

- 4 City Hall Complex
 - Outside parking lot: Vacuum sweep 1 time in each of the months of February, May, and November (due to the porous asphalt surface vacuum sweeping is mandatory).
 - Underground garage parking “Tennant” (or equal) water vacuum sweep 1 time in each of the months of February, May and November.
 - Outside parking lot: Prior to community events throughout the year (approximately 4 times per year).

- 5 Emergency response
 - Storm Cleanup which includes sand cleanup after snow and ice event and wind storm cleanup
 - Callout response which includes accident and or spill cleanup (must be able to respond and be on site in Sammamish within 1 hour of notification).

Technical Specifications

1. Definitions

The following terms and definitions used in the agreement are described as follows:

- (a) "Additional Services" means additional street sweeping services to be provided by the Contractor in response to accidents, spills, emergencies or other requests by the City, 365 days/year, 24 hours/day within 45-60 minutes of notification, on a call out basis, or as required by the Operations and Maintenance Manager or his designee.
- (b) "City" means the City of Sammamish, a Washington municipal corporation.
- (c) "Contractor" means the individual, firm, joint venture, co-partnership, or corporation, and its heirs, executors, administrators, successors, and assigns, or the lawful agent of any such individual, firm, partnership, covenanter or corporation, or its surety under the performance bond, constituting one of the principles to the Agreement, performing the work herein specified.
- (d) "Emergency" means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City, including, without limitations, and not limited to, fallen branches or fallen branches within public right-of-way, or damage from natural consequences, such as storms, earthquakes, riots, wars, accidents or spills.
- (e) "Intersection" means the area embraced within the prolongation or connection of the lateral curb lines, or if none, then the lateral boundary lines of two streets which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different streets joining at any other angle may come in conflict including, without limitation, the junction of an alley with a street.
- (f) "Public right-of-way" means the land owned, dedicated, or conveyed to the public or a unit of government, providing for the movement of vehicles, wheelchairs and pedestrian traffic; or providing access to abutting property, utility lines, appurtenances and other facilities benefiting the public.
- (g) "Services" means all work outlined herein to be performed by the Contractor.
- (h) "Street" means any street, road, boulevard, drive, alley, lane, way, place or any portion thereof, including islands, traffic curbs, intersection areas, auxiliary lanes and those paved areas between curbs, that exist where alleys intersect streets.
- (i) "Work" means the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Services defined herein and the carrying out of all duties and obligations imposed by the Contract.

2. Services

- 2.1 Scope of Services** Contractor shall perform all work and furnish all tools, materials and equipment in order to provide all necessary street sweeping services including, collection and disposal of sweeping debris, consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City, and pursuant to the direction of the Operations and Maintenance Manager (also referred to in the Contract as the Project Manager) or his designee.
- 2.2 Response Times.** For all general maintenance sweeping services, Contractor will perform to agreed work schedule. Contractor also agrees to respond to and perform Additional Services within twenty-four (24) hours from receiving telephone notice from the City to proceed. In the event of an accident, spill or emergency, as determined by the City, Contractor agrees to respond to and perform such services 365 days per year, 24 hours/day, within 60 minutes of receiving notice from the City to proceed.
- 2.3 Record/Logs.** Within seven days of the Notice to Proceed, the Contractor shall submit for the City's approval, a monthly sweeping schedule that meets the sweeping requirements of this Contract, together with a planned route outlined on maps furnished by the City. The Contractor shall designate which holidays it will observe and indicate all schedule modifications if the holiday falls on a regular sweeping day. Should the Contractor need to modify the schedule as submitted, the Contractor shall give not less than seven (7) calendar days written notice of any proposed changes to the Operations and Maintenance Manager. The Contractor shall maintain accurate records of the Services performed and of the sites utilized for disposal of the street sweeping debris. At a minimum, these records shall show the dates, times and locations of sweeping operations, dates and times of transport and disposal of sweeping debris, amount of disposed debris or material, the name and location of the debris disposal site(s) used, and the name of the streets where the sweeping services were performed. The Contractor shall provide the City, at least once a month, a written report giving this information. It is the Contractor's responsibility to provide the City with all required information stated in this section.
- 2.4 Incidental Costs.** The Contractor shall be responsible for obtaining and paying for any water (and any other incidental costs) used in connection with provision of the sweeping services provided for under this Contract. All water used shall be obtained through proper permitting processes required by the water purveyor.
- 2.5 Employees.** All Contractor's employees and agents who participate in the performance of the Services described herein shall be competent and skilled in the performance of such work and in the operation of all equipment used to perform said sweeping services. The Contractor agrees to provide an adequate number of such employees in order to provide the Services. The Contractor shall require all employees to be courteous at all times to the public, to perform their work as quietly as possible and to be neat in appearance.

- 2.6 **Equipment.** The equipment required for performance of the Agreement shall be street sweepers (Mechanical or Regenerative Air). The contractor shall have at least 5 sweepers in their inventory that meet the equipment specifications listed. All equipment shall have a minimum six (6) yard holding capacity. All equipment shall be maintained in good working condition and repair, operating at the original manufacturer's specifications, equipped with the proper warning lights in accordance with RCW Chapter 46.37 as it applies to slow moving and/or maintenance vehicles, and shall not be more than five (5) years old. The acceptability of the Contractor's street sweepers for the City's needs shall be subject to the approval or disapproval of the Operations and Maintenance Manager. Double-gutter brooms will be required on all sweepers where necessary to properly clean any public right-of-way. All sweeping vehicles will be numbered and shall have the Contractor's name and vehicle number painted in letters of contrasting color at least four inches high on each side and on the back of each vehicle. No advertising shall be permitted other than the name of the Contractor. All vehicles shall be kept in a clean and sanitary condition.
- 2.7 **Cleaning Standard.** All streets, intersections and parking lots shall be swept clean curb to curb or from edge of asphalt to edge of asphalt and no piles or trails of debris shall be left anywhere within the areas swept. Water shall be used as required by the City to control dust. Extra care shall be taken in the loading and transportation of street sweeping debris and other waste so that none of the collected material is left either on private property or on the street or parking lot. Any waste left on public or private property by the Contractor shall immediately be removed upon notice from the Operations and Maintenance Manager. The Contractor shall be responsible for the cleaning of all debris spilled or tracked on any street, public place, or private property by any of its equipment. If the Contractor fails to clean the same within the same day that notice is given by the Operations and Maintenance Manager, the Operations and Maintenance Manager may cause such streets to be cleaned and charge the costs to the Contractor. The City is authorized to deduct such cost from any payments due to the Contractor.
- 2.8 **Office.** The Contractor shall be required to maintain an office at a location agreed upon by the Contractor and the Operations and Maintenance Manager, which shall be provided with telephones and such personnel as may be necessary to take care of complaints, to receive orders for Additional Services, or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office so as to assure the required performance under the Contract. When the office is closed, a telephone-recording machine shall be in operation to receive messages.
- 2.9 **Contact Person.** Each party agrees to designate a key employee who will be the responsible contact person for that party with respect to implementation of the Contract and communication of information necessary for the performance of the Contract. The Contractor shall provide the City daily communication by phone when in town performing sweeping services. The City shall have direct communication to the sweeper by cellular phone.

2.10 Utilities. The Contractor shall be obligated to protect all public and private utilities from damage while performing the Services described herein. The Contractor shall be responsible for any and all restoration or replacement costs due to damages resulting from the Contractor's activities.

3. Hazardous Substances.

The Contractor recognizes that the debris or material collected by its street sweepers may contain dangerous or hazardous wastes. Contractor agrees to collect, handle, transport and dispose of the debris or material and perform the Services specifically in accordance with all applicable local, state and federal laws, standards, rules and regulations now in effect or hereafter amended or enacted. This shall include without limitations, all regulations by the Washington State Department of Ecology and the United States Environmental Protection Agency. Contractor shall be responsible to obtain and pay for any and all permits or licenses required by the City or any other local, state or federal government authority that are necessary to perform the Services, and provide copies of such to the City. Contractor shall provide a copy of a current Fire Hydrant Water Permit to the City upon execution of the Agreement covering all sweepers engaged in performing the services. Contractor shall require that all operators of its street sweeping equipment maintain current, valid Washington State Driver's Licenses.

4. Disposal.

The Contractor shall deliver, at its cost, street sweeping waste to a disposal site approved by and in compliance with the disposal requirements of the Washington State Department of Ecology and any other federal, state or local agency or department with jurisdiction. The Contractor shall at all times advise the City of the disposal site or sites being used by the Contractor, and provide copies of all disposal tickets to the City. The Contractor shall not temporarily store any street sweeping spoils or waste at any site other than a disposal site that has been approved by the Washington State Department of Ecology for that specific purpose.

Exhibit 1

Arterial Street Sweeping List

<u>Street / Route</u>	<u>From</u>	<u>To</u>
228 th Ave	43 rd Way (city limit)	4519 Sahalee Way NE (city limit)
E Lk Sammamish Pkwy	43 rd Way	187 th Ave NE
Issaquah Pine Lake Rd	SE 48 th	228 th Ave SE
<u>South Pine Lake Route:</u>		
SE 30 th St / 222 nd Pl SE /		
SE 28 th St. / 216 th Ave SE /	SE	
32 nd St	228 th Ave SE	212 th Ave SE
Inglewood Hill Rd	E Lk Sammamish Pkwy	228 th Ave NE
Duthie Hill Rd	Issaquah-Beaver Lake Rd	267 th Ave SE
Duthie Hill Rd	272 nd Ave SE	Trossachs Blvd.
212 th Ave SE	Thompson Hill Rd	E Lk Sammamish Pkwy
Thompson Hill Rd	212 th Ave	E Lk Sammamish Pkwy
SE 24 th	212 th Ave	E Lk Sammamish Pkwy
NE 8 th St	228 th Ave	244 th Ave NE
244 th Ave NE/SE	SE 8 th St	NE 30 th Pl. (city limit)
SE 24 th St	228 th Ave	West Beaver Lake Dr
E/W Beaver Lake Dr	SE 24 th St	SE 32 nd St
SE 32 nd Way	Issaquah-Pine Lake Rd	SE Duthie Hill Rd
SE 20 th St	212 th Ave	228 th Ave SE
SE 8 th / 218 th Ave SE / SE 4 th St	212 th Ave	228 th Ave SE
SE 8 th St	228 th Ave	244 th Ave
244 th Ave SE	SE 32 nd	SE 24 th ST
<u>North Central Route:</u>		
216 th Ave NE / NE 20 th Way /	220 th	
Pl NE / 221 st Ave. NE /	NE	
28 th Pl.	Inglewood Hill Rd. NE	Sahalee Way NE
<u>North East Route:</u>		
NE 12 th Pl. / NE 14 th Dr. /		
NE 16 th St. / 214 th Way NE /	NE	
19 th Pl. / 205 th Pl. NE /	SE	
37 th Way	288 th Ave. NE	Sahalee Way NE
248 th Ave. SE / Windsor Green Blv.	SE 24 th St.	SE 8 th St.

City of Sammamish Parks Parking lots

- I. Beaver Lake Park
 - a. Ball field parking lot and access roadway off of 244th Ave SE

Exhibit 1

- b. Lodge parking lot and turn around area and Maintenance shop area at 25005 SE 24th St
2. Ebright Creek Park
 - a. 1317 212 Ave. SE – Parking lots and access roads
3. Pine Lake Park
 - a. 2405 228th Ave SE – Parking lots and roadways
4. Northeast Sammamish Park – West side of Road
 - a. 36th St NE & Sahalee Way – parking area
5. Lower Commons – Parking Lot
 - a. 801 228th Ave SE – parking area and access roads
(access from 222nd Pl. SE)
6. East Sammamish Park
 - a. 21300 NE 16th Way – parking area & access roads
7. Evans Creek Preserve Sahalee Way Trail Head – East side of Road
 - a. 36th St NE & Sahalee Way – driveway and parking area

City Hall

- 801 – 228th Avenue SE

Cost Summary

Schedule A

Sweeping from 1 January 2015 through December 31, 2015

Arterial Streets:

40 Sweepings/ approximately 1840 lane miles, including disposal cost
\$29.09 per lane mile

Sweeping Cost \$ 53,525.60 + tax \$ 5,085.41 = Total \$ 58,611.01

Parks:

80 total sweeps, including disposal \$11,000.00 + tax \$ 1,045.10 = Total \$ 12,045.10

Neighborhood Streets:

4 times per year / approximately 780 curb miles including disposal cost
\$ 31.01 per lane mile.

Sweeping Cost \$ 24,187.80 + tax \$ 2,298.06 = Total \$ 26,485.86

City Hall Complex:

3 Sweeps upper parking lot	\$ 250.00
3 Sweeps underground covered parking lot	\$ 250.00
Prior to community events throughout the year (Approximately 4 times per year)	\$ 250.00

Sweeping Cost \$ 750.00 + tax \$ 71.25 = Total \$ 821.25

Prior to community / special events or as requested:

9 Sweeps, 2 hours ea	arterials	\$ 80.00 per hour
9 Sweeps, 2 hours ea	parks	\$ 80.00 per hour
9 Sweeps, 2 hours ea	residential	\$ 80.00 per hour

Sweeping Cost \$ 4,320 + tax \$ 410.40 = Total \$ 4,730.40

Schedule A Total: \$ 102,693.62 (including tax)

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 912173783 Social Security No.: _____

Print Name: Best Parking lot Cleaning Inc

Title: REBECCA CRAIG

Business Name: PRESIDENT

Business Address: PO BOX 159 - SUMNER WA 98390

Business Phone: 253 863 3330

10/31/14
Date


Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Parks and Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Design and Construction Administration Services Contract with ELM Environments for the Big Rock Park Phase I: Park Access and Natural Playscape Project.

Action Required: Authorize the City Manager to execute a contract with ELM Environments for design and construction administration services for the Big Rock Park Phase I: Park Access and Natural Playscape project in the amount of \$77,340 and authorize an additional amount (total authorization not-to-exceed \$80,000) for additional services if needed.

Exhibits: 1. Contract

Budget: \$533,000 is allocated in the 2013-2014 CIP budget for the Big Rock Park Phase I: Park Access and Natural Playscape Project for design and construction.

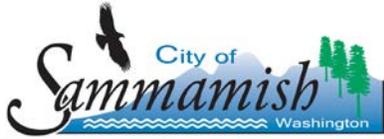
Summary Statement:

This is a contract with ELM Environments to provide design and construction administration services for the Big Rock Park Phase I: Park Access and Natural Playscape project. Phase I development will add a new parking lot along SE 8th Street, park entrance, natural playscape, habitat restoration and enhancement and an accessible meadow trail system at Big Rock Park.

In September 2014 a Request for Qualifications (RFQ) was published for consultant services for phase I development. A total of 10 firms responded. The review committee scored the qualification submittals base on criteria outlined in the RFQ. The four firms with the highest score were invited for an interview.

Consultant interviews were held on Tuesday, November 4th at City Hall. The Interview panel consisted of two Park Commissioners and city staff. Each interview lasted for approximately one hour and included an introduction of the firm, responses to interview questions and an opportunity to address panelist questions.

At the conclusion of the interviews the firms were discussed and ranked. Reference checks were completed and ELM Environments was identified as the top firm. The recommendation was based on the firm's overall experience and knowledge of nature play, park planning and design, quality of the presentation and the presentation materials, their response to the interview questions and the teams approach to project management. Based on the quality of previous planning and design work with projects of similar nature, the experience and qualifications of their staff and the ability to meet the project time schedule, ELM Environments was selected for the project.



City Council Agenda Bill

The scope of work includes design development, permit coordination, preparation of construction drawings and bidding materials and construction administration. ELM Environments will also coordinate and oversee the consultant team consisting of nature play specialists, landscape architects, a civil engineer and cost estimator.

Background:

Big Rock Park (Site A) opened to the public in October 2011 after being transferred to the City as part of a phased land donation by Mary Pigott. Site A, the first parcel of three, was transferred in early 2011. Located in the center of the City, the 16 acres that make up Site A are partially wooded with coniferous and deciduous trees. Buildings on the site include a single family home, a garage and a barn. Wood chipped trails meander through the dense forest and open meadows, crossing wetlands and streams throughout the site.

Shortly after the “soft opening” of Big Rock Park in 2011, the Park Planning team began work on the master plan. Over a year of site reconnaissance, studies, an extensive public process, a public park naming contest, concept development and refinement was completed and incorporated into the preferred alternative for the Park which was adopted by City Council in July 2014.

Phase I development is located on the northern boundary of Site A, adjacent to SE 8th Street. The project site is approximately 7.5 acres of which only 2 acres will be developed. This includes a portion of an existing driveway accessing the site, an expansive meadow with rolling slopes and a large wetland with a stream flowing along much of the wetland’s southern boundary. The varying topography of the open meadow provides an excellent opportunity for habitat restoration and enhancement along with integrating a natural playscape into the existing park setting.

Project Schedule

- Design and Permitting: December 2014 – March 2015
- Construction Documents and Bidding: March-May 2015
- Construction: July - September 2015

Financial Impact:

The requested authorization amount is \$80,000, which includes a contract with ELM Environments in the amount of \$77,340. The remaining authorized amount (\$2,660) will cover additional services (if needed) for phase I design.

\$533,000 is allocated in the 2013-2014 CIP budget for the Big Rock Park Phase I: Park Access and Natural Playscape Project for design and construction.

Recommended Motion:

Authorize the City Manager to execute a contract with ELM Environments for design and construction administration services for the Big Rock Park Phase I: Park Access and Natural Playscape project in the amount of \$77,340 and authorize an additional amount (total authorization not-to-exceed \$80,000) for additional services if needed.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: ELM Environments

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "___"

A sum not to exceed \$80,000

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2015, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

Exhibit 1

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.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Exhibit 1

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

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

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

Company Name ELM Environments
Contact Name Chris Overdorf, ASLA
Street Address 911 Western Ave. Suite 575
City, State Zip Seattle, WA 98104
Phone Number 206-650-8589
Email coverdorf@elmenv.com

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

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

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: *Christopher Overdorf*

Print Name: _____

Print Name: CHRISTOPHER OVERDORF

Title: City Manager

Title: PRINCIPAL

Date: _____

Date: Nov. 20, 2014

Attest/Authenticated: _____

Approved As To Form: _____

City Clerk

City Attorney

Planners
Architects
Landscape Architects
Urban Designers
Geospatial Analysts

November 17, 2014

Kellye Hilde, ASLA
City of Sammamish
Parks and Recreation Department
801 228th Ave SE
Sammamish, WA 98075

**RE: Big Rock Park - Phase 1
Proposal for Professional Design Services**

Kellye,

Thank you for inviting the ELM Environments team to submit the following proposal for professional design services to assist you with the Big Rock Park Phase 1 project. We are very excited to be involved in this project and believe we share a common vision that reflects the goals & objectives you developed during the master planning process. We envision working closely with you, following an approach based upon our proposal, and look forward to a collegial working relationship with you allowing us to leverage your own talents during the design and construction process. The following is a scope and fee for you to review which reflects an aggressive yet flexible framework modeled after the approach we discussed during the interview.

SUMMARY

Project: Big Rock Park – Phase 1

Site: Site A, approximately 16 acres located at 1801 244th Ave NE, Sammamish, WA 98074

Scope: Design and construction document preparation for park improvements including, parking, trails, nature play elements, gathering areas, site grading, storm water management, planting.

Budget: \$ 527,000 construction budget including professional fees and permitting costs

Schedule:

Design and Permitting: December 2014 – March 2015

Construction Documents and Bidding: March – May 2015

Construction: July – September 2015

SCOPE OF SERVICES

PHASE 1: SCHEMATIC DESIGN

Work in this phase will focus on gaining an understanding of the site, identifying potential users and project partners, begin forming a long-term funding strategy, conducting workshops and investigation to develop a park program, and develop a schematic design.

Seattle | Jacksonville

911 Western Ave.
Suite 575
Seattle, WA 98104
USA
t 001-206-650-8589

1035 Kings Avenue
Jacksonville, FL 32207
USA
t 001.904.296.8066

info@elmenv.com
www.elmenv.com
@elmenv

TASK 1: SITE ANALYSIS AND RESEACH

- Prepare a site base map using survey information provided by City of Sammamish and aerial photography and other GIS data publicly available.
- Review project history and past master planning efforts
- Research site ecology and heritage
- Research applicable code requirements and past SEPA review

TASK 2: PROGRAMMING AND LEARNING CURRICULUM

- Develop a baseline project budget allocating the budget between anticipated elements
- Develop preliminary design criteria and program requirements
- Draft a list of potential project partners and initiate outreach, inviting key partners to Workshop #1 and #2

- Create a draft funding strategy and list of potential future phase funding sources
- Create a Learning Curriculum of potential learning and cognitive engagement experiences
- Conduct Workshop #1 “Environmental Engagement” session further developing the Park Program and Learning Curriculum. Workshop #1 to be held with a small working group consisting of the client, design team, and key partner representatives.

TASK 3: SCHEMATIC PLAN

- Develop a Draft Illustrated Schematic Plan
- Develop Draft Play Elements and Park Improvements
- Conduct Workshop #2 “Nature Play for All Ages” session reviewing the draft design and engaging project partners in evolution of the design and play elements. Workshop #2 to be held with a larger working group consisting of the client, design team, key partner representatives, and a select group of park users ideally including children.
- Develop a Schematic Drawing Set including a site plan and sections, sketches, and/or photos illustrating proposed design.
- Prepare a Schematic Opinion of Probable Cost

Deliverable summary: Design Criteria Manual, Baseline Project Budget, List of Potential Partners, Draft Funding Strategy, Learning Curriculum, Play Program, Schematic Drawing Set, Schematic Opinion of Probable Cost

Meeting summary: Workshop #1, Workshop #2, Weekly web conferences

PHASE II: 60% DESIGN

Work in this phase will advance the Schematic Design with input from the client, and project partners into preliminary construction documents (60% complete)

TASK 1 : PROJECT AND PLAY ELEMENT PROTOTYPING

- Meet with Sammamish Parks to review Schematic Drawing Set and other Schematic Phase deliverables, and discuss client input
- Review and discuss maintenance and operational needs and impacts of the design
- Discuss status of partnership building, and invite key partners to participate in Workshop #3
- Review funding strategy identifying applicable grant sources, application requirements, and schedules
- Meet with permit reviewers for initial review of the project
- Prepare an Illustrated Site Plan for use in communications with Partners and City of Sammamish agencies
- Update Design Criteria Manual and Program

TASK 2 : PROTOTYPING WORKSHOP

- Conduct Workshop #3 “Play Element Prototyping” to test proposed park elements for their fulfillment of the Learning Curriculum and Play Program, and expand or refine the designs. Workshop #3 to be held with a small working group consisting of the client, design team, and key partner representatives.
- Test proposed elements for fulfillment of Partner’s needs and contribution to the Funding Strategy
- Revise Illustrated Site Plan incorporating workshop input

TASK 3 : 60% CONSTRUCTION DOCUMENTS

- Prepare 60% Construction Drawings including:
 - Site Preparation and TESC Plans
 - Utility and Storm water Plans and Details

Exhibit 1

- Site Materials Plans
- Grading Plans
- Planting Plans showing general layout of plant communities key species
- Site Details
- Photos or samples of proposed products or materials
- Prepare a table of contents of written specification sections using MasterSpec format
- Prepare a 60% Opinion of Probable Cost

Deliverable summary: Design Criteria Manual, Partner Strategy Update, Funding Strategy, Illustrated Site Plan, 60% Drawing Set, Specification Table of Contents, 60% Opinion of Probable Cost

Meeting summary: Project Review Meeting with Sammamish Parks, Workshop #3, Weekly web conferences

PHASE III: 90% DESIGN

Work in this phase will advance the 60% Drawing Set into 90% complete construction documents, and permit submittal documents.

TASK 1 : CONSTRUCTION DOCUMENT COORDINATION

- Meet with Sammamish Parks to review the 60% Drawings and deliverables, and discuss client input. (Workshop #4)
- Discuss status of partnership building and coordinate with proposed design
- Discuss volunteer effort coordination with construction
- Review funding strategy and timeline advising the client on key submittal dates
- Review project permitting and bidding strategy and schedule

TASK 2 : 90% CONSTRUCTION DOCUMENTS

- Prepare 90% Construction Drawings including:
 - Site Preparation and TESC Plans
 - Utility and Storm water Plans and Details
 - Site Materials Plans
 - Grading Plans
 - Planting Plans and Plant Schedule
 - Site Details
 - Photos or samples of proposed products or materials
- Prepare 90% Written Specifications in MasterSpec format
- Prepare 90% Opinion of Probable Cost

Deliverable summary: 90% Drawing Set, 90% Written Specifications, 90% Opinion of Probable Cost

Meeting summary: Construction Document Review, Every other week web conferences

PHASE IV: BIDDING AND PERMITTING

Work in this phase will include finalizing the construction drawings and specifications into bidding and permitting documents.

TASK 1 : BIDDING

- Meet with Sammamish Parks to review the 90% Drawing Set and Specifications, and discuss client input.
- Incorporate client input and prepare Bidding Drawings and Specifications

- Submit pdf Bidding Drawings and Specifications to client's use in obtaining bids for the project
- Revise and resubmit Permit Drawings to address permitting agency comments
- Attend Pre-Bid Meeting
- Review bidder's questions and prepare addenda responses
- Review bids and advise on award

TASK 2: PERMIT SUBMITTAL

- Submit signed and sealed drawings for permit application by Sammamish Parks

Deliverable summary: Bidding Drawings and Specifications, Revised Permit Drawings, Bid Addendum, Bid Review, Signed Sealed Permit Drawings

Meeting summary: Pre-bid meeting

PHASE V: CONSTRUCTION ADMINISTRATION

We anticipate Sammamish Parks leading the administration of the construction contract and site observation with ELM providing interpretation of the documents, submittal review, responses to contractor questions, substitution requests, and change order requests. Within this scope we propose conducting a site review at Substantial Completion and preparing a punchlist of outstanding items with a follow up visit to review for Final Acceptance.

TASK 1 : CONSTRUCTION ADMINISTRATION

- Review Requests for Information (RFI's) and provide responses
- Review Contractor Submittals
- Review and advise on Requests for Substitution
- Review and advise on Change Order request
- Provide 3 site visits to observe work for compliance with contract and provide field report and photos
- Review site at Substantial Completion and prepare a punch list of outstanding items
- Review site at Final Acceptance for completion of the punch list.

We trust your experience and eye for construction observation, and we will always be available to support you by phone, and can provide site visits with field reports on an as-needed basis for an additional fee.

Deliverable summary: RFI Responses, Submittal Reviews, Request for Substitution recommendations, Request for Change Order recommendations, Punch List

Meeting summary: None

ITEMS TO BE FURNISHED BY SAMMAMISH PARKS

Topographic Site Survey

Geotechnical investigation sufficient to design pavements, site feature footings, and storm water management

Traffic studies if necessary for right of way permitting

ASSUMPTIONS

All drawings and document submittals to be made in electronic pdf format with the exception that permit documents will be submitted in printed form.

Exhibit 1

Permit application to be completed and submitted by Sammamish Parks, stamped and signed permit drawings to be provided by ELM.

Funding Strategy work includes identifying possible sources such as grants, foundations, private philanthropy, and City of Sammamish funding, and working with Sammamish Parks to develop a strategy to pursue funding. This project scope does not include preparation of grant applications, presentations, or fundraising graphics.

FEES

Phase	Fee
PHASE 1 SCHEMATIC DESIGN	\$ 25,340.00
PHASE 2 60% DESIGN	\$ 23,990.00
PHASE 3 90% DESIGN	\$ 19,400.00
PHASE 4 BIDDING AND PERMITTING	\$ 2,140.00
PHASE 5 CONSTRUCTION ADMINISTRATION	\$ 6,070.00
Total:	\$ 76,940.00
Expenses	\$ 400.00
Total with Expenses	\$ 77,340.00

ADDITIONAL SERVICES

Provide site visit with Field Report and follow up correspondence \$480.00 Plus mileage reimbursement

REIMBURSABLE EXPENSES

Travel to the site and to meetings and workshops shall be reimbursed at a rate of \$ 0.56 per mile not to exceed \$200.00.

Printing, copying, plotting of drawings and documents for meetings, workshops, and internal design use to be reimbursed at the following rates, not to exceed \$200.00:

8.5"x11"	\$.05
11"x17"	\$.15
Large format	\$ 1.00 s.f.

*Expenses are for color and black and white

Our entire team will approach this project with professionalism and commitment with no drama. We are excited about the opportunity to work with you and your team on this exciting project.

Sincerely,



Chris Overdorf, PLA
ASLA
Principal

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

Exhibit 1



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 18, 2014

Originating Department: Parks and Recreation

Clearances:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input checked="" type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Attorney | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Police |
| <input type="checkbox"/> Admin Services | <input type="checkbox"/> Fire | <input checked="" type="checkbox"/> Public Works |

Subject: Custodial Services for City of Sammamish Parks and Facilities

Action Required: Authorize City Manager to execute a contract with Top To Bottom Janitorial, Inc. to provide custodial services for city parks and facilities.

Exhibits: 1. 2015 – Top To Bottom Janitorial Inc. – Custodial Services for City Parks and Facilities Contract

Budget: \$126,400 is allotted in the adopted 2015 Budget in the Facilities Department, Professional Services and \$338,800 is allotted in Parks Resources Management for Professional Services.

Summary Statement:

Custodial services for City parks and facilities are identified in the 2015-16 budget to be performed by contract.

Top To Bottom Janitorial, Inc. is the current service contractor for custodial services for city parks and facilities. The Contractor’s performance in 2014 has brought about a significant improvement in the level of custodial service in all of the City parks and facilities. This is the first renewal for Top To Bottom Janitorial, Inc. The contract allows for two (2) additional renewals. The compensation in this renewal has been adjusted based on the increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate at 2.0 percent along with changes in the scope of work. Changes in scope of work include gate opening service on weekends and holidays at Evans Creek Preserve Sahalee Way Trail Head and Sammamish Landing Parking Lot.

This contract combines the custodial services for parks and facilities into one contract. Merging of the contracts in previous years has served the city well.

Under this contract Top To Bottom Janitorial, Inc. will provide custodial services for Beaver Lake Park, the Beaver Lake Lodge, Beaver Lake Preserve, the Beaver Lake Maintenance Shop, City Hall, the Maintenance and Operations Center, East Sammamish Park, Eastlake High School Community Fields,



City Council Agenda Bill

Ebright Creek Park, Evans Creek Preserve, Pine Lake Park, Sammamish Commons, Sammamish Landing, and Skyline High School Community Fields.

Background:

In general, the scope of work for this contract is very similar to the 2014 contract. Exceptions include adding gate opening service for Evans Creek Preserve Sahalee Trail Head and gate opening service for Sammamish Landing parking lot.

In addition to the base contract, approval of a management reserve in the amount of \$10,000 is being requested to cover additional custodial services that may be needed throughout the year. Additional custodial services are often needed during periods of increased park and facility use, during special events, on days when multiple rental groups have reserved a facility, or for emergency purposes such as cleaning up vandalism in a park restroom.

Financial Impact:

The total requested authorization amount is \$138,245. This includes a contract with Top To Bottom Janitorial, Inc. for custodial services for City parks and facilities in the amount of \$128,245.00. The additional amount of \$10,000 is a management reserve to be used by written authorization to cover additional custodial services for parks and facilities.

\$126,400 is allotted in the adopted 2015 Budget in the Facilities Department, Professional Services and \$38,800 is allotted in Parks Resources Management for Professional Services.

Recommended Motion:

Authorize the City Manager to execute a contract with Top To Bottom Janitorial, Inc. for \$128,245 to provide custodial services for City parks and facilities plus a management reserve fund in the amount of \$10,000 for a total not to exceed contract amount of \$ 138,245.



SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between: City of Sammamish and Top To Bottom Janitorial, Inc.
Project: 2015 Parks and Facilities Custodial Services
Commencing: January 1, 2015
Terminating: December 31, 2015
Amount: \$128,245.00 WSST does not apply to this contract

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Top To Bottom Janitorial, Inc., (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for 2015 Parks and Facilities Custodial Services and

WHEREAS, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

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

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

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

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

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

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

7. Prevailing Wages/Prevailing Wages

~~7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".~~

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing

Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

10. Termination.

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

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

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

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

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

TO CITY:

City of Sammamish, and
Parks and Recreation Department

Contact Name:

Mike Keller

Street Address:

801 228th Avenue SE

City, State, Zip:

Sammamish, WA 98075

Phone: (425) 295-0500

Contact email:

mkeller@sammamish.us

TO CONTRACTOR:

Contractor:

Top To Bottom Janitorial, Inc.

Contact Name:

Greg Johnson

Street Address:

PO Box 4051

City, State, Zip:

Kent, WA 98089

Phone:

206-383-6444

Contact email:

ttbj@comcast.net

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR, WASHINGTON

By: Greg Johnson

Title: Pres.

Date: 11-14-14

Approved as to Form:

City Attorney

Exhibit 1

2015 - Top To Bottom Janitorial, Inc. 2015 Renewal Bid Amount

Breakdown for Custodial services at each park or facility, and the total 2015 contract cost at the bottom

Beaver Lake Lodge	\$ <u>13,872.00</u>
Beaver Lake Shop	\$ <u>460.00</u>
City Hall	\$ <u>61,200.00</u>
Maintenance and Operations Center	\$ <u>20,155.00</u>
Beaver Lake Park	\$ <u>4,080.00</u>
Beaver Lake Preserve	\$ <u>510.00</u>
East Sammamish Park	\$ <u>4,080.00</u>
Eastlake High School Community Sports Fields	\$ <u>3,570.00</u>
Ebright Creek Park	\$ <u>4,080.00</u>
Evans Creek Preserve (add gate opening at Sahalee Trail Head)	\$ <u>4,417.00</u>
Pine Lake Park	\$ <u>4,080.00</u>
Sammamish Commons	\$ <u>3,060.00</u>
Skyline High School Community Sports Fields	\$ <u>2,856.00</u>
Sammamish Landing (add gate opening at parking lot)	\$ <u>1,825.00</u>
(sales tax does not apply to this contract)	
TOTAL PRICE	\$ <u>128,245.00</u>

Hourly Rate for on-call services (available 24-hours per day) \$ 28.00 / hr

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform custodial maintenance services as specifically outlined in this section.
2. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.
3. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.
4. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:
 - a. Require the vendor to rectify the deficiency within 24 hours, and/or;
 - b. Collect liquidated damages as specified in the Contract.
5. The vendor shall establish a weekly work schedule for both the parks and the facilities. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed after the regularly scheduled time without notification and consent of the Contract Administrator.
6. The work schedule for PARKS is as follows:
 - a. Work schedule September thru April for Parks: Perform daily maintenance tasks between the hours of 6:00 pm and 7:00 am.
 - b. Restrooms and park gates shall be unlocked and opened between the hours of 5:00 am and 7:00 am on weekends and on holidays.
 - c. Custodial services in parks occur 365 days a year and include all holidays. Any exceptions to this work schedule will be agreed upon in

advance by the Contract Administrator and the vendor. Holidays include, but are not limited to the following:

- i. New Year's Day
- ii. Martin Luther King Day
- iii. President's Day
- iv. Memorial Day
- v. Fourth of July
- vi. Labor Day
- vii. Veteran's Day
- viii. Thanksgiving
- ix. Day after Thanksgiving
- x. Christmas

- d. Work schedule May thru August for parks: Perform daily maintenance tasks between the hours of 10:00 pm and 6:00 am.
- e. Work schedule for High School Community Fields: Perform daily Maintenance Tasks between 6:00 am and 9:00 am. High School Community Sports Fields are to be opened according to the times specified in the attachments.

7. The work schedule for FACILITIES is as follows:

- a. Daily maintenance tasks may be performed at the Beaver Lake Lodge between midnight and 6:00 am.
- b. Daily maintenance tasks may be performed at the Beaver Lake Maintenance Shop between 10:00 pm and 5:00 am.
- c. Daily maintenance tasks may be performed at City Hall between 10:00 pm and 5:00 am.
- d. Daily maintenance tasks may be performed at the Maintenance and Operations Center between 10:00 pm to 5:00 am.

8. The vendor shall be able to provide on-call custodial services at a negotiated hourly rate 24-hours a day and guarantee a response time of no less than two (2) hours.

9. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.

10. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.
11. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.
12. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.
13. Smoking is not permitted in any City building or on City grounds.
14. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.
15. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in termination of the contract, in a reduction of payment and/or collection of damages as specified in the contract.
16. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).
17. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park or facility visitors from injury. It is the vendor's responsibility to provide close supervision of custodial maintenance operations and management of the work sites.
18. Incidents, altercations or accidents involving facility visitors, vendor employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment, unless otherwise noted below, to perform custodial maintenance services described in this section and further described in the addendum.

2. The City shall provide the following supplies:
 - a. All dispensable items to be refilled by the vendor (toilet paper, paper towels, soap, toilet seat covers and garbage can liners).
 - b. A basic set of cleaning tools at all restrooms.
 - c. Hoses and access to water at all restroom facilities, with the exception of Evans Creek Preserve.
 - d. Disinfectant solution.
3. The vendor shall follow the manufacturer's recommendations in the use of all cleaning products and solutions.
4. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.
5. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.
6. The vendor shall supply all cleaners, chemicals and the like for servicing the facilities as scheduled, unless otherwise noted below.
7. The vendor shall supply all necessary data and meet requirements to comply with the State Chemical Hazard Right to Know Act.
8. The vendor shall provide Material Safety Data Sheets (MSDS) for all supplies stored at City facilities.

C. Waste/Materials Disposal

1. The vendor shall dispose of all refuse in City provided dumpsters. In no case shall unsuitable materials be disposed upon City property or any property contiguous thereto.
2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.

Exhibit 1

3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of hazardous waste material.

D. Maintenance Task I: Restrooms and Showers

1. Refill all soap dispensers.
2. Clean and disinfect all toilets, urinals, sinks and showers.
3. Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution.
4. Wash and dry all stainless steel fixtures and other bright work.
5. Clean mirrors.
6. Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush. Use squeegee to dry the floor.
7. Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately.
8. Replace paper towels, seat protectors, and toilet paper as needed.
9. Dust and clean counters and all other horizontal surfaces.
10. Clean all debris from interior restroom ceilings, light fixtures and vents.
11. Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.
12. Unclog drains, toilets, urinals and showers as needed.
13. Complete supplied checklist for tasks performed.
14. Report any fixture, dispenser, drain malfunction, burned out light bulbs or other problem to the Contract Administrator.

E. Maintenance Task II: Hard Surface Floor Work and Carpet Cleaning (Facilities Only)

1. All tasks in this section must be scheduled in advance with the Contract Administrator to avoid operational conflicts.
2. Shampoo carpets.

Exhibit 1

3. Machine scrub and rinse concrete floors.
4. Machine scrub and recoat vinyl floors.
5. Machine scrub and rinse tile floors.
6. Screen and apply two (2) coats of commercial grade water based polyurethane to wood floors.
7. Report any floor damage or other problem to the Contract Administrator.

F. Maintenance Task III: Window Cleaning (Facilities Only)

1. All tasks in this section must be scheduled in advance with the Contract Administrator to avoid operational conflicts.
2. Clean all windows inside and out and dust window sills.
3. Report broken or cracked windows to the Contract Administrator.

G. Maintenance Task IV: Kitchen Cleaning (Facilities Only)

1. Sweep and wet mop all floors with germicide solution.
2. Clean and disinfect sinks.
3. Wash and dry all stainless steel fixtures and other bright work.
4. Dust and clean counters, stove top and all other clear horizontal surfaces.
5. Spot clean cupboard doors and drawer fronts.
6. Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately.
7. Vacuum all carpeted floors.
8. Clean and disinfect all walls.
9. Report any fixture, dispenser, drain malfunction, burned out light bulbs or other problem to the Contract Administrator.

H. Maintenance Task V: Office, Public Areas, Hallways and Stairwells (Facilities Only)

1. Sweep and wet mop tile and concrete floors and scrub grout with germicide solution.
2. Sweep and clean wood flooring with approved wood flooring cleaning solution.
3. Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately.
4. Vacuum all carpeted floors.
5. Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls.
6. Clean all drinking fountains with disinfectant solution

I. Maintenance Task VI: Restroom and Gate Opening (Parks Only)

1. Unlock gates and unlock restrooms according to the schedule provided for each respective park facility.
2. Lock gates and lock restrooms according to the schedule provided for each respective park facility. Gates and restrooms must remain locked after servicing if visited during hours of posted closure.

J. Maintenance Task VII: Litter and Garbage Removal (Parks Only)

1. Remove all litter and organic material from designated areas.
2. Empty recycle bins and waste cans and replace liners. Waste and recycled materials shall be disposed of separately.

K. Facility Locations and Specific Scope of Services:

1. Provide custodial maintenance services for facility, restrooms and gate opening service at **Beaver Lake Lodge**, as requested in **Attachment "A-1"** – Maintenance Schedule, for Beaver Lake Lodge, 25201 SE 24th Street.
2. Provide custodial maintenance services for facility, restrooms and gate opening service at **Beaver Lake Maintenance Shop**, as requested in **Attachment "A-2"** – Maintenance Schedule, for Beaver Lake Lodge, 25005 SE 24th Street.

3. Provide custodial maintenance services for **City Hall**, as requested in **Attachment “A-3”** – Maintenance Schedule, for City Hall, 801 228th Ave SE.
4. Provide custodial maintenance services for the **Maintenance and Operations Center**, as requested in **Attachment “A-4”** – Maintenance Schedule, for Maintenance and Operations Center, 1801 NE 244th Street.

L. Park Locations and Specific Scope of Services:

1. Provide custodial maintenance services for restrooms and gate opening service at **Beaver Lake Park**, **Attachment “A-5”** – Maintenance Schedule, for Beaver Lake Park, SE 24th @ 244th Ave SE.
2. Provide gate opening service at **Beaver Lake Preserve**, as requested in **Attachment “A-6”** – Maintenance Schedule, for Beaver Lake Preserve, West Beaver Lake Drive.
3. Provide custodial maintenance services for restrooms and gate opening service at **East Sammamish Park**, as requested in **Attachment “A-7”** – Maintenance Schedule, for East Sammamish Park, 21300 NE 16th Street.
4. Provide custodial maintenance services for restrooms and gate opening service within the City’s designated maintenance area at the **Eastlake High School Community Sports Fields**, as requested in **Attachment “A-8”** – Maintenance Schedule, for Eastlake High School Community Sports Fields, 400 228th Ave NE.
5. Provide custodial maintenance services for restrooms and gate opening service at **Ebright Creek Park**, as requested in **Attachment “A-9”** – Maintenance Schedule, for Ebright Creek Park, 1317 212th Ave SE.
6. Provide custodial maintenance services for restrooms and gate opening service at **Evans Creek Preserve**, as requested in **Attachment “A-10”** – Maintenance Schedule, for Evans Creek Preserve, 4001 224th Ave NE. and 3650 Sahalee Way NE.
7. Provide custodial maintenance services for restrooms and gate opening service at **Pine Lake Park**, as requested in **Attachment “A-11”** – Maintenance Schedule, for Pine Lake Park, 2405 228th Ave SE.
8. Provide custodial maintenance services for restrooms and gate opening service at **Sammamish Commons**, as requested in **Attachment “A-12”** – Maintenance Schedule, for Sammamish Commons, 801 – 228th Ave SE. (Gate opening service at 550 222nd Pl. SE.)

9. Provide custodial maintenance services and gate opening service at **Skyline High School Community Sports Fields**, as requested in **Attachment "A-13"** – Maintenance Schedule, for Skyline High School Community Sports Fields, 1122 – 228th Ave. S.

10. Provide gate opening service at **Sammamish Landing**, as requested in **Attachment "A-14"** – Maintenance Schedule, for Sammamish Landing 4620 Eastlake Sammamish Parkway NE

Attachment "A-1"
Maintenance Schedule – Beaver Lake Lodge

Beaver Lake Lodge, 25201 SE 24th Street		
Maintenance Task#	Specification Notes	Estimated Total Frequency/Year
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days per week.	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week.	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week.	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week.	365
Clean mirrors.	Daily seven days per week.	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week.	365
Empty waste cans and replace plastic liners.	Daily seven days per week.	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week.	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week.	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week.	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week.	365
Unclog drains, toilets and urinals as needed.	Daily seven days per week.	365
Complete supplied checklist for tasks performed.	Daily seven days per week.	365
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Daily seven days per week.	365
Maintenance Task II: Hard Surface Floor Work and Carpet Cleaning (Requires Advance Scheduling)		
Machine scrub and rinse tile floors in the kitchen, hallways and restrooms.	6 times per year. Once in February, April, June, August, October and December.	6
Screen and apply 2 coats of commercial grade water based polyurethane to wood floors	One time per year.	1
Maintenance Task III: Windows (Requires Advance Scheduling)		

Exhibit 1

Clean all windows inside and out and dust window sills.	1 time per month.	12
Report broken or cracked windows to Contract Administrator.	Ongoing.	Ongoing.
Maintenance Task IV: Kitchen Cleaning		
Sweep all floors.	Daily seven days per week.	365
Wet mop tile floors and scrub grout with germicide solution.	Daily, four days per week, Thursday, Friday, Saturday and Monday.	208
Clean and disinfect sinks.	Daily, four days per week, Thursday, Friday, Saturday and Monday.	208
Wash and dry all stainless steel fixtures and other bright work.	Daily, four days per week, Thursday, Friday, Saturday and Monday.	208
Dust and clean counters, stove top and all other horizontal surfaces.	Daily, four days per week, Thursday, Friday, Saturday and Monday.	208
Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately.	Daily seven days per week.	365
Detail/deep kitchen clean.	Once per month.	12
Maintenance Task V: Office/Closet, Public Areas, Hallways, and Main Room		
Sweep all floors.	Daily seven days per week.	365
Wet mop tile floors and scrub grout with germicide solution.	Daily, four days per week, Thursday, Friday, Saturday and Monday.	208
Clean wood flooring with approved wood flooring cleaning solution	Daily, four days per week, Thursday, Friday, Saturday and Monday.	208
Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately.	Daily seven days per week.	365
Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls.	Daily seven days per week.	365
Clean all drinking fountains with disinfectant solutions.	Daily seven days per week.	365

Attachment "A-2"
Maintenance Schedule – Beaver Lake Maintenance Shop

Beaver Lake Maintenance Shop, 25005 SE 24th Street		
Maintenance Task#	Specification Notes	Estimated Total Frequency/Year
Maintenance Task I: Restrooms and Showers		
Refill all soap dispensers.	Once per month.	12
Clean and disinfect all toilets, urinals, sinks and showers.	Once per month.	12
Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution.	Once per month.	12
Wash and dry all stainless steel fixtures and other bright work.	Once per month.	12
Clean mirrors.	Once per month.	12
Sweep, spray down with water, and scrub floors with disinfectant solution and a scrub brush.	Once per month.	12
Empty waste cans and replace plastic liners.	Once per month.	12
Replace paper towels, seat protectors and toilet paper as needed.	Once per month.	12
Dust and clean counters and all other horizontal surfaces.	Once per month.	12
Clean all debris from interior restroom ceilings, light fixtures and vents.	Once per month.	12
Clean drinking fountains adjacent to restrooms.	Once per month.	12
Unclog drains, toilets and urinals as needed.	Once per month.	12
Complete supplied checklist for tasks performed.	Once per month.	12
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing.	
Maintenance Task III: Windows (Requires Advance Scheduling)		
Clean all windows inside and out and dust window sills.	2 times per year. Once in June and once in September.	2
Report broken or cracked windows to Contract Administrator.	Ongoing.	Ongoing.
Maintenance Task IV: Kitchen Cleaning		

Exhibit 1

Sweep and wet mop all floors with germicide solution.	Once per month.	12
Clean and disinfect sinks.	Once per month.	12
Wash and dry all stainless steel fixtures and other bright work.	Once per month.	12
Dust and clean counters, stove top and all other horizontal surfaces.	Once per month.	12
Spot clean cupboard doors.	Once per month.	12
Empty recycle bins and waste cans and replace plastic linters. Waste and recycled materials shall be disposed of separately.	Once per month.	12
Maintenance Task V: Office, Public Areas and Stairwells		
Sweep and wet mop tile and concrete floors and scrub grout with disinfectant solution.	Once per month.	12
Empty recycle bins and waste cans and replace plastic linters. Waste and recycled materials shall be disposed of separately.	Once per month.	12
Vacuum all carpeted floors.	Once per month.	12
Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls.	Once per month.	12
Clean all drinking fountains with disinfectant solutions.	Once per month.	12

Attachment "A-3"
Maintenance Schedule – City Hall

City Hall, 801 228th Ave SE		
Maintenance Task#	Specification Notes	Estimated Total Frequency/Year
Maintenance Task I: Restrooms and Showers		
Refill all soap dispensers.	Daily six days per week, Sunday thru Friday nights.	312
Clean and disinfect all toilets, urinals, sinks and showers.	Daily six days per week, Sunday thru Friday nights.	312
Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution.	Daily six days per week, Sunday thru Friday nights.	312
Wash and dry all stainless steel fixtures and other bright work.	Daily six days per week, Sunday thru Friday nights.	312
Clean mirrors.	Daily six days per week, Sunday thru Friday nights.	312
Sweep, spray down with water, and scrub floors with disinfectant solution and a scrub brush.	Daily six days per week, Sunday thru Friday nights.	312
Empty waste cans and replace plastic liners.	Daily six days per week, Sunday thru Friday nights.	312
Replace paper towels, seat protectors and toilet paper as needed.	Daily six days per week, Sunday thru Friday nights.	312
Dust and clean counters and all other horizontal surfaces.	Daily six days per week, Sunday thru Friday nights.	312
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily six days per week, Sunday thru Friday nights.	312
Clean drinking fountains adjacent to restrooms.	Daily six days per week, Sunday thru Friday nights.	312
Unclog drains, toilets and urinals as needed.	Daily six days per week, Sunday thru Friday nights.	312
Complete supplied checklist for tasks performed.	Daily six days per week, Sunday thru Friday nights.	312
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Daily six days per week, Sunday thru Friday nights.	312
Maintenance Task II: Hard Surface Floor Work and Carpet Cleaning (Requires Advance Scheduling)		
Shampoo all carpets.	2 times per year. Once in May and November.	2
Machine scrub and recoat vinyl floors in kitchen and mail room.	4 times per year. Once in February, May, August and November.	4

Exhibit 1

Machine scrub and rinse tile floors in the lobby.	2 times per year. Once in February and August.	2
Maintenance Task III: Windows (Requires Advance Scheduling except for daily tasks)		
Clean all windows inside and out and dust window sills.	2 times per year. Once in June and once in September.	2
Clean windows inside and out in the main entry foyer, Executive Briefing and Council Chambers and clean window sills	4 times per year. Once in February, May, August and November.	4
Spot clean windows in public areas inside and outside up to 8ft high	Daily six days per week, Sunday thru Friday nights.	312
Report broken or cracked windows to Contract Administrator.	Ongoing.	Ongoing.
Maintenance Task IV: Kitchen Cleaning		
Sweep and wet mop all floors with germicide solution.	Daily six days per week, Sunday thru Friday nights.	312
Clean and disinfect sinks.	Daily six days per week, Sunday thru Friday nights.	312
Wash and dry all stainless steel fixtures and other bright work.	Daily six days per week, Sunday thru Friday nights.	312
Dust and clean counters, stove top and all other horizontal surfaces.	Daily six days per week, Sunday thru Friday nights.	312
Spot clean cupboard doors.	Daily six days per week, Sunday thru Friday nights.	312
Empty recycle bins and waste cans and replace plastic lintners. Waste and recycled materials shall be disposed of separately.	Daily six days per week, Sunday thru Friday nights.	312
Maintenance Task V: Office, Public Areas and Stairwells and Elevator		
Sweep and wet mop tile and concrete floors and scrub grout with disinfectant solution.	Daily six days per week, Sunday thru Friday nights.	312
Empty recycle bins and waste cans and replace plastic lintners. Waste and recycled materials shall be disposed of separately.	Daily six days per week, Sunday thru Friday nights.	312
Vacuum all carpeted floors.	Daily six days per week, Sunday thru Friday nights.	312
Vacuum all lobby furniture.	Daily six days per week, Sunday thru Friday nights.	312
Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents	Daily six days per week, Sunday thru Friday nights.	312

Exhibit 1

and walls.		
Clean the floor, the walls and ceiling of the elevator and clean the entryway on each floor.	Daily six days per week, Sunday thru Friday nights.	312
Clean all drinking fountains with disinfectant solutions.	Daily six days per week, Sunday thru Friday nights.	312

Attachment "A-4"
Maintenance Schedule – Maintenance and Operations Center

M&O, 1801 NE 244th		
Maintenance Task#	Specification Notes	Estimated Total Frequency/Year
Maintenance Task I: Restrooms, Locker Rooms and Showers		
Refill all soap dispensers.	October thru March: Sunday thru Wednesday nights. April thru September: Sunday thru Tuesday nights plus Thursday & Friday night.	≈ 134
Clean and disinfect all toilets, urinals, sinks and showers.	Same as above.	≈ 134
Wipe down walls, stalls, partitions, shower stalls, doors, door jambs and trash containers with disinfectant solution.	Same as above.	≈ 134
Wash and dry all stainless steel fixtures and other bright work.	Same as above.	≈ 134
Clean mirrors.	Same as above.	≈ 134
Sweep, spray down with water, and scrub floors with disinfectant solution and a scrub brush.	Same as above.	≈ 134
Empty waste cans and replace plastic liners.	Same as above.	≈ 134
Replace paper towels, seat protectors and toilet paper as needed.	Same as above.	≈ 134
Dust and clean counters and all other horizontal surfaces.	Same as above.	≈ 134
Clean all debris from interior restroom ceilings, light fixtures and vents.	Same as above.	≈ 134
Clean drinking fountains adjacent to restrooms.	Same as above.	≈ 134
Unclog drains, toilets and urinals as needed.	Same as above.	≈ 134
Complete supplied checklist for tasks performed.	Same as above.	≈ 134
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Ongoing.	Ongoing
Maintenance Task II: Hard Surface Floor Work and Carpet Cleaning (Requires Advance Scheduling)		
Shampoo all carpets.	2 times per year. Once in May and November.	2
Machine scrub and recoat vinyl floors in kitchen.	4 times per year. Once in February, May, August and November.	4
Machine scrub and rinse ceramic tile	2 times per year. Once in February and	2

Exhibit 1

floors and walls in the restrooms and locker rooms.	August.	
Machine scrub and rinse the concrete floors with approved product only.	2 times per year. Once in February and August.	2
Maintenance Task III: Windows (Requires Advance Scheduling)		
Clean all windows inside and out and dust window sills.	2 times per year. Once in June and once in September.	2
Report broken or cracked windows to Contract Administrator.	Ongoing.	Ongoing
Maintenance Task IV: Multi-Purpose Room & Kitchen Cleaning		
Vacuum all carpets.	October thru March: Tuesday, Thursday and Saturday. April thru September: Monday, Wednesday, Friday and Sunday.	≈ 135
Sweep and wet mop all floors with germicide solution.	Same as above.	≈ 135
Clean and disinfect sinks.	Same as above.	≈ 135
Wash and dry all stainless steel fixtures and other bright work.	Same as above.	≈ 135
Dust and clean counters, stove top and all other horizontal surfaces.	Same as above.	≈ 135
Spot clean cupboard doors and drawer.	Same as above.	≈ 135
Empty recycle bins and waste cans and replace plastic liners. Waste and recycled materials shall be disposed of separately.	Same as above.	≈ 135
Maintenance Task V: Office, Public Areas, Stairwells and Elevator		
Sweep and wet mop concrete and vinyl floors and with approved solution.	October thru March: Tuesday, Thursday and Saturday. April thru September: Monday, Wednesday, Friday and Sunday.	≈ 135
Clean the floors, the walls and ceiling of the elevator and clean the entryway on each floor.	Same as above.	≈ 135
Vacuum all carpeted floors and elevator entries.	Same as above.	≈ 135
Dust and clean counters, office furniture, all clear horizontal surfaces, doors, door frames, glass panels (interior and exterior), light fixtures, wall vents, ceiling vents and walls.	Same as above.	≈ 135
Clean all drinking fountains with disinfectant solutions.	Same as above.	≈ 135

Attachment "A-5"
Maintenance Schedule - Beaver Lake Park

Beaver Lake Park, SE 24th @ 244th Ave SE		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days a week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days a week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days a week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days a week	365
Clean mirrors.	Daily seven days a week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days a week	365
Empty waste cans and replace plastic liners.	Daily seven days a week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days a week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days a week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days a week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days a week	365
Unclog drains, toilets and urinals as needed.	Daily seven days a week	365
Complete supplied checklist for tasks performed.	Daily seven days a week	365
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Daily seven days a week	365
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Attachment "A-6"
Maintenance Schedule – Beaver Lake Preserve

Beaver Lake Preserve Parking Area, West Beaver Lake Drive		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task VI: Restroom and Gate Openings		
Unlock gates	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Attachment "A-7"
Maintenance Schedule – East Sammamish Park

East Sammamish Park, 21300 NE 16th Street		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days a week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week	365
Clean mirrors.	Daily seven days per week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week	365
Empty waste cans and replace plastic liners.	Daily seven days per week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Complete supplied checklist for tasks performed.	Daily seven days per week	365
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Daily seven days per week	365
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Attachment "A-8"
Maintenance Schedule – Eastlake High School Community Sports Fields

Eastlake High School Community Sports Fields, 400 228th Ave NE		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days per week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week	365
Clean mirrors.	Daily seven days per week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week	365
Empty waste cans and replace plastic liners.	Daily seven days per week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Complete supplied checklist for tasks performed.	Daily seven days per week	365
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Daily seven days per week	365
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Exhibit 1

Maintenance Task VII: Litter and Garbage Removal		
Remove all litter and organic material from synthetic turf fields before 9 am.	All Saturdays and Sundays January thru December	104
Empty recycle bins and waste cans and replace liners. Dispose of separately.	All Saturdays and Sundays January thru December	104

Attachment "A-9"
Maintenance Schedule – Ebright Creek Park

Ebright Creek Park, 1317 212th Ave SE		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days per week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week	365
Clean mirrors.	Daily seven days per week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week	365
Empty waste cans and replace plastic liners.	Daily seven days per week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Complete supplied checklist for tasks performed.	Daily seven days per week	365
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Daily seven days per week	365
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Attachment "A-10"
Maintenance Schedule – Evans Creek Preserve

Evans Creek Preserve, 4001 224th Ave NE and 3650 Sahalee Way NE		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days per week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week	365
Clean mirrors.	Daily seven days per week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week	365
Empty waste cans and replace plastic liners.	Daily seven days per week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Complete supplied checklist for tasks performed.	Daily seven days per week	365
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Daily seven days per week	365
Maintenance Task VI: Restroom and Gate Openings		
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Attachment "A-11"
Maintenance Schedule – Pine Lake Park

Pine Lake Park, 2405 228th Ave SE		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Restrooms		
Refill all soap dispensers.	Daily seven days a week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week	365
Clean mirrors.	Daily seven days per week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week	365
Empty waste cans and replace plastic liners.	Daily seven days per week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Complete supplied checklist for tasks performed.	Daily seven days per week	365
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Daily seven days per week	365
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Attachment "A-12"
Maintenance Schedule – Sammamish Commons

Sammamish Commons, 801 – 228th Ave SE		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Cleaning		
Refill all soap dispensers.	Daily seven days a week	365
Clean and disinfect all toilets, urinals, sinks and showers.	Daily seven days per week	365
Wipe down walls, stalls, partitions, doors, door jambs and trash containers with disinfectant solution.	Daily seven days per week	365
Wash and dry all stainless steel fixtures and other bright work.	Daily seven days per week	365
Clean mirrors.	Daily seven days per week	365
Sweep, spray down with water, and scrub tile floors and grout with disinfectant solution and a scrub brush.	Daily seven days per week	365
Empty waste cans and replace plastic liners.	Daily seven days per week	365
Replace paper towels, seat protectors and toilet paper as needed.	Daily seven days per week	365
Dust and clean counters and all other horizontal surfaces.	Daily seven days per week	365
Clean all debris from interior restroom ceilings, light fixtures and vents.	Daily seven days per week	365
Clean drinking fountains adjacent or attached to restrooms using a disinfectant solution.	Daily seven days per week	365
Unclog drains, toilets and urinals as needed.	Daily as needed	As Needed
Complete supplied checklist for tasks performed.	Daily seven days per week	365
Report any fixture, dispenser, drain malfunction or burned out light bulb to the Contract Administrator.	Daily seven days per week	365
Maintenance Task IV: Restroom and Gate Openings: Gate located at 222nd PI SE off SE 4th Street		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Attachment "A-13"
Maintenance Schedule – Skyline High School Community Sports Fields

Skyline High School Community Sports Fields, 1122 – 228th Ave. S.		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task VI: Restroom and Gate Openings		
Lock gates and restrooms after cleaning.	Daily Monday through Friday, September thru April, Daily seven days per week May thru August	297
Unlock gates and restrooms.	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75
Maintenance Task VII: Litter and Garbage removal		
Remove all litter and organic material from synthetic turf fields before 9 am.	All Saturdays and Sundays January thru December	104
Empty recycle bins and waste cans and replace liners. Dispose of separately.	All Saturdays and Sundays January thru December	104

Attachment "A-14"
Maintenance Schedule – Sammamish Landing

Sammamish Landing Parking Lot, 4620 East Lake Sammamish Parkway NE		
Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task VI: Restroom and Gate Openings		
Unlock gates	All Saturdays, Sundays and Holidays September thru April between the hours of 5:00 and 7:00 am.	75

Exhibit 1

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, 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
- Individual/Proprietor
- Other (explain)
- Consultant

TIN No.: 91-1942608 Social Security No.: _____

Print Name: Greg Johnson

Title: Pres.

Business Name: Top To Bottom JAN, INC.

Business Address: P O BOX 4051; KENT, WA- 98089

Business Phone: 206-824-8577

11-20-2014
Date

Greg Johnson
Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND

**BOND IS NOT REQUIRED FOR
2015 PARKS AND FACILITIES CUSTODIAL SERVICES**

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

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

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

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

WITNESS our hand the _____ day of _____ 20_____

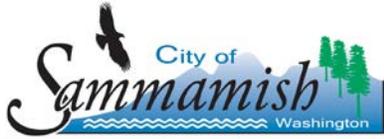
PRINCIPAL

SURETY

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

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

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



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Parks and Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Evans Creek Preserve Trail Development: Washington Trails Association Contract

Action Required: Authorize the City Manager to execute a contract with the Washington Trails Association to construct trails as part of the Evans Creek Preserve internal loop trails project.

Exhibits:

1. Site Map
2. Contract

Budget: \$25,000 is allocated in the 2015-16 Parks CIP for the Evans Creek Preserve trail development.

Summary Statement:

This is a contract with the Washington Trails Association (WTA) for trail construction as part of the Evans Creek Preserve (ECP) trail development project. Under this agreement WTA will lead 24 work parties (approximately 2,400 volunteer hours) to construct 5,500 lineal feet of pedestrian trails.

WTA will continue working on the hillside trails system which runs along the southwestern slopes of the Preserve and connect back into the woodland trail loop near 224th Avenue NE, see attached map. In total, approximately 2 miles of trails are proposed on these slopes which range between 30-70% incline. Building these trails require design and technical expertise to ensure safe pedestrian access and longevity of the built trail system.

WTA will begin trail construction in early April and will oversee five work parties each week, consisting of 10 to 12 volunteers at each work party. We are currently working with WTA to assist with volunteer recruitment and are hoping to attract a large number of volunteers from the greater Sammamish community. WTA also maintains an extensive volunteer database and will likely draw from that pool to help fill the volunteer crews.

Background:

WTA is a non-profit agency that manages a large volunteer work force to support and facilitate trail construction in all areas of Washington State. A similar partnership agreement with WTA was successfully utilized in 2011 and 2014 to construct trails as part of phase I and II development in which WTA and City staff-led work parties built approximately 3 miles of trails.



City Council Agenda Bill

Fees are paid to WTA to support the administration of this volunteer program including supervisory staff (provided by WTA), training, construction oversight, and other necessary items such as work tools and safety equipment. The city will provide the materials needed to construct the trails in addition to support staff as needed during the trail construction project.

Project Background/Overview:

Evans Creek Preserve is a City-owned preserve located in unincorporated King County on the northern border of Sammamish. The City purchased the 174-acre property for \$1.5 million in 2000. With the addition of the Sahalee properties acquired last fall the site now totals approximately 206 acres.

A Master Plan Process was conducted from May to September 2009 and adopted by the City Council on September 15, 2009. Soon after the master plan was adopted, City staff began work on the Phase I development. The park opened to the public on October 22, 2011 and staff have continued to partner with local non-profit organizations to complete additional restoration projects.

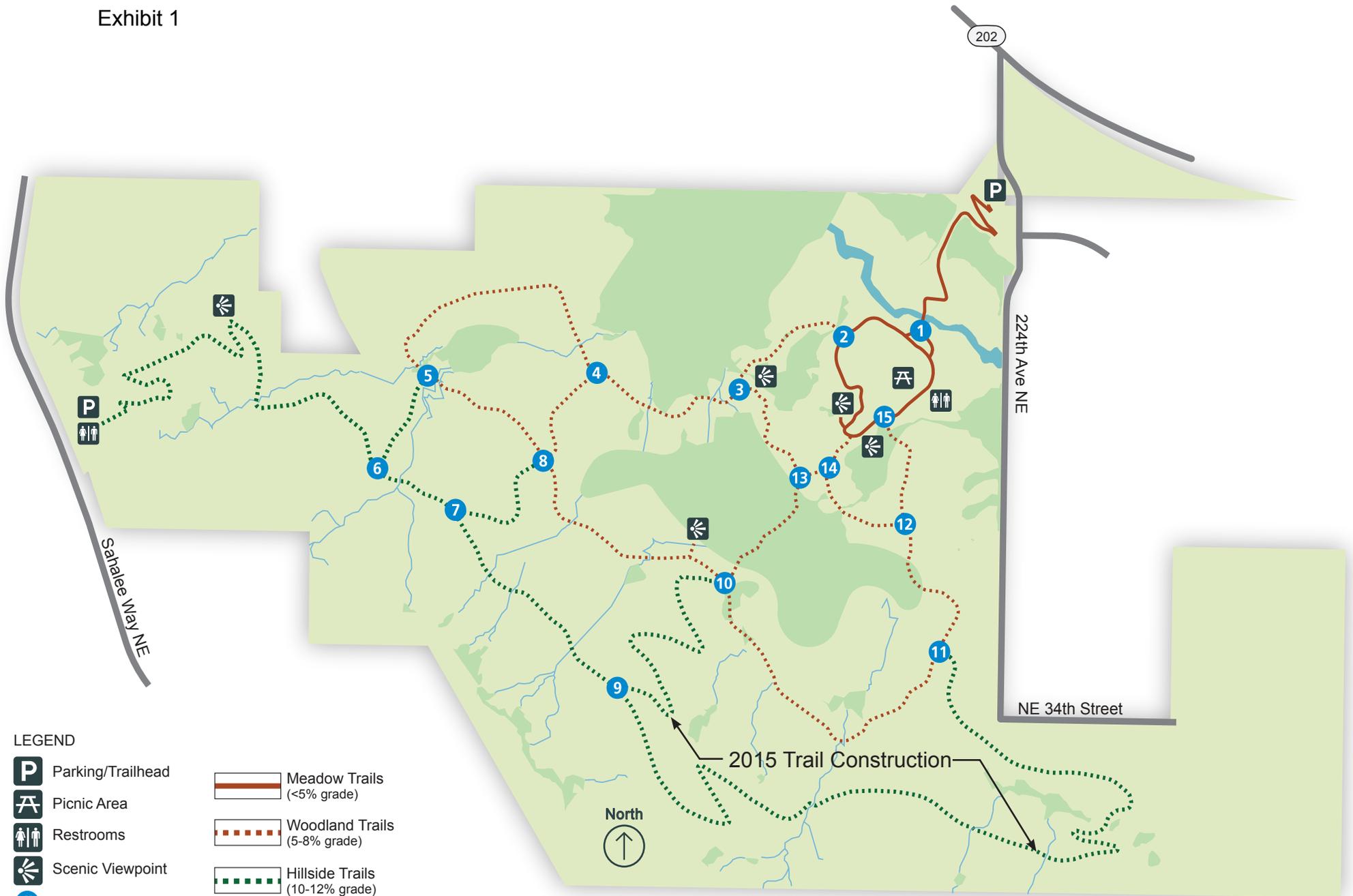
Financial Impact:

The contract with WTA is for \$18,200. A total of \$25,000 is allocated in the 2015-16 Parks CIP for the trail construction. Plans, supplies/materials, and permits are not included in this contract.

Recommended Motion:

Authorize the City Manager to execute a contract with the Washington Trails Association to construct trails as part of the Evans Creek Preserve internal loop trails project in the amount of \$18,200.

Exhibit 1



LEGEND

-  Parking/Trailhead
-  Picnic Area
-  Restrooms
-  Scenic Viewpoint
-  Intersection Indicator
-  Meadow Trails (<5% grade)
-  Woodland Trails (5-8% grade)
-  Hillside Trails (10-12% grade)



Exhibit 1

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Washington Trails Association

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit " __ "

A sum not to exceed \$18,200.00

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2015, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

Exhibit 2

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.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Exhibit 2

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

Exhibit 2

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

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

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

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

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

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

Company Name Washington Trail Association
Contact Name Karen Daubert
Street Address 705 2nd Ave. Suite 300
City, State Zip Seattle, WA 98104
Phone Number 206-625-1367
Email karen@wta.org

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

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

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: Karen Daubert

Print Name: _____

Print Name: Karen Daubert

Title: City Manager

Title: Director

Date: _____

Date: 11-17-14

Attest/Authenticated: _____

Approved As To Form: _____

City Clerk

City Attorney

EXHIBIT A

Scope of Services

The City of Sammamish (City) shall provide plans, materials, permits and other technical guidance necessary to construct new trail at Evan's Creek Preserve as part of phase II improvements.

Washington Trails Association (WTA) shall provide trail maintenance volunteers and provide the tools and crew leaders necessary to train them in the techniques of trail maintenance and construction.

The work performed pursuant to this Agreement shall be part of Volunteer Work Events (Event) for trails, and WTA shall set the dates and times of each Event and be responsible for the publicity and training at the Event. City personnel may be, but are not required to be present at Events.

At the conclusion of each event, WTA shall be eligible for reimbursement of its expenses at the rate of \$650 per Event. It is understood by both parties that an Event will average 10-15 volunteers and the volunteer hours will average 100 per Event. WTA may request reimbursement quarterly by submitting an invoice, using the form set forth in Exhibit "B", detailing the date and hours of each Event. It is the goal of both parties that these Events will result in a minimum of 2400 hours in 2015 (24 work parties).

WTA will also provide professional services to the City for trail layout and staking. WTA shall be eligible for reimbursement for 40 hours professional service at \$65.00 per hour.

Exhibit 2



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Public Works

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Recreation
 Police
 Public Works

Subject: 2015 Storm Sewer System Cleaning Contract

Action Required: Authorize the City Manager to execute a Contract Agreement with Everson's Econo-Vac for storm sewer cleaning services.

Exhibits: 1. 2015 – Everson's Econo-Vac - Storm Sewer Cleaning Contract

Budget: \$288,000 is allocated for storm sewer cleaning services is in the adopted 2015 budget, Account No. 408-000-531-35-41-00 Professional Services.

Summary Statement:

This contract for storm sewer system cleaning services will augment and compliment the work of our in-house Public Works Operations staff. Storm sewer system cleaning services have been identified in the City's adopted budget to be performed as a contracted service.

Background:

Over the past few years, the City has been working to increase our maintenance program of the City's storm sewer system. The program was originally established to comply with the Sammamish Storm Water Comprehensive Plan, standard industry maintenance practice, the City's Phase 2 National Pollutant Elimination System (NPDES) permit requirements, Endangered Species Act (ESA) regulations. The maintenance program also helps to reduce possible flooding events and to ensure that the City's storm sewer system functions as efficiently as possible. Prior to establishment of this program, King County cleaned the system for the City on an "as needed basis" when operational problems occurred.

This contract is the final renewal of an existing contract with the vendor, Everson's Econo-Vac of Sumner, Washington. Everson's Econo-Vac was the low bidder to provide these services for the City in 2013 and was renewed for 2014. Bids for this service were advertised and total of three bids were received, Everson's Econo-Vac was the lowest responsible, responsive bidder. The 2014 contract was the first renewal. The 2015 contract second and final contract renewal.



City Council Agenda Bill

Financial Impact:

This contract renewal is for \$288,000, \$62,400 lower than the 2014 contract reflecting the improvement in the maintenance conditions of the storm water system. There is \$630,000 allocated for storm water system maintenance in the adopted 2015 Surface Water Management Fund 408-000-531-35-41-00 under Professional Services, of which \$288,00 has been allocated for contracted vactoring work.

Contract Breakdown

Storm cleaning	\$260,000
Management Reserve	\$ 28,000
Total Contract amount	\$ 288,000

Recommended Motion:

Move to authorize the City Manager to execute the contract with Everson's Econo-Vac for Storm Sewer System Cleaning Services for 2015 in an amount not to exceed \$288,000.



SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between: City of Sammamish and Everson's Econo-Vac
Project: 2015 Storm System Cleaning
Commencing: January 1, 2015
Terminating: December 31, 2015
Amount: \$260,000 plus
\$28,000 in a management reserve fund that is not to be used without
written authorization from the City of Sammamish

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Everson's Econo-Vac, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for 2015 Storm System Cleaning and

WHEREAS, pursuant to the invitation to bid the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

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

Exhibit 1

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

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

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

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

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

7. Prevailing Wages/Prevailing Wages

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

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements,** the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and

Exhibit 1

regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lmi/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

10. Termination.

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

Exhibit 1

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. Duration. This contract is the second renewal by the City. No further renewals are available.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

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

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

TO CITY:

TO CONTRACTOR:

City of Sammamish, and
Department of Public Works

Contractor:
Everson's Econo-Vac

Contact Name:
Martin Bohanan

Contact Name:
2015 Storm System Cleaning

Street Address:
801 228th Avenue SE

Street Address:
PO Box 428

City, State, Zip:
Sammamish, WA 98075

City, State, Zip:
Sumner, WA 98390

Phone: (425) 295-0500

Phone: 253-848-5250

Contact email:
mbohanan@sammamish.us

Contact email:
lisa@eversons-econovac.com

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: _____

By: 
Lisa A Everson

Title: _____

Title: President

Date: _____

Date: 10/31/2014

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

Cleaning Type 1 & Type 2 Catch Basins:

This will be a cost per unit bid. The actual number of catch basins will vary.

Contractor will perform the following:

1. Contractor will supply all necessary labor, material, and equipment to perform the work described herein. Contractor will follow a systematic route, cleaning all Type 1 and Type 2 catch basins within the specified maintenance zone(s). Zone 1 will be cleaned in the 1st year. Zone 3 will be cleaned in the 2nd year. All catch basins located on East Lake Sammamish Parkway NE/SE and 228th Avenue NE/SE catch basins will be cleaned every year. The City does not warrant that the actual quantities of work will correspond with those estimates. The city reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.
2. Contractor will log, on a road map approved by the Project Manager, the location of Type 1 & 2 catch basins that have been cleaned and indicate the direction of storm water flow into or from each catch basin. The Contractor shall also identify the size and direction of flow for all pipes leading into or out of each catch basin cleaned. Contractor will prepare a map in electronic format identifying the location of each catch basin. The log will be submitted monthly with request for payment.
3. Once a catch basin is cleaned, contractor will mark the grate with permanent white paint in a manner directed by the Project Manager.
4. Before leaving each catch basin location, the contractor will clean all catch basin grates and/or lids with high-pressure water.
5. Contractor will transfer decant to a Metro approved decant station only. No decant will be pumped or drained back into the catch basin or storm system. No decant will be pumped or drained into the sanitary sewer system.

Additional Catch Basin Cleaning

1. At the direction of the Project Manager, the contractor will perform additional catch basin cleaning service as be required.

Cleaning 48" and 72" Pond Control Structure:

Contractor will perform the following:

1. Contractor will supply all necessary labor, material, and equipment to perform the work described herein. Contractor will clean Pond Control Structures identified by the Project Manager. Sizes vary but are typically 48" dia. and 72" dia.
2. Contractor will log, on a road map approved by the Project Manager, the location of Pond Control Structures that have been cleaned and indicate the direction of storm water flow into or from each Pond Control Structure. The Contractor shall also identify the size and direction of flow for all pipes leading into or out of each Pond Control Structure cleaned. Contractor will prepare a map in electronic format identifying the location of each Pond Control Structure. The log will be submitted monthly with request for payment.
3. Once a Pond Control Structure is cleaned, contractor will mark the structure with permanent white paint in a manner directed by the Project Manager.
4. Before leaving each Pond Control Structure location, the contractor will clean all Pond Control Structure grates and/or lids with high-pressure water.
5. Contractor will transfer decant to a Metro approved decant station only. No decant will be pumped or drained back into the Pond Control Structure or storm system. No decant will be pumped or drained into the sanitary sewer system.

Additional Pond Control Structure Cleaning

1. At the direction of the Project Manager, the contractor will perform additional Pond Control Structure Cleaning service as may be required.

Small and Large Vault Bottom Cleaning:

Contractor will perform the following:

Contractor will supply all necessary labor, material, and equipment to perform the work described herein. Contractor will clean Vault Bottoms identified by the Project Manager. Sizes vary but small vaults are typically 4'x10'. Large vaults are typically 20'x60'.

1. Contractor will log, on a road map approved by the Project Manager, the location of Vault Bottoms that have been cleaned and indicate the direction of storm water flow into or from each vault. The Contractor shall also identify the size and direction of flow for all pipes leading into or out of each vault cleaned. Contractor will prepare a map in

electronic format identifying the location of each vault. The log will be submitted monthly with request for payment.

2. Once a Vault Bottom is cleaned, contractor will mark the structure with permanent white paint at a location and in a manner specified by the Project Manager.
3. Before leaving each vault location, the contractor will clean all vault grates and/or lids with high-pressure water.
4. Contractor will transfer decant to a Metro approved decant station only. No decant will be pumped or drained back into the Pond Control Structure or storm system. No decant will be pumped or drained into the sanitary sewer system.

Vault Filter Cartridge Replacement

Contractor will perform the following:

1. Remove and dispose existing vault filter cartridge
2. Furnish and install new Contech ZPG vault filter cartridges

Additional Vault Bottom Cleaning

1. At the direction of the Project Manager, the contractor will perform additional cleaning service as may be required.

Pipe Jetting Service

1. At the direction of the Project Manager, the contractor will perform pipe jetting sufficient to clear piping where necessary.

Potholling Vactor Services

1. At the direction of the Project Manager, the contractor will perform vactor potholling where necessary to expose piping and buried utilities.

Root Cutting

1. At the direction of the Project Manager, the contractor will perform root cutting using either high pressure water jet or mechanical cutting head as necessary to clear roots from the piping where necessary.

TV Pipe Inspection

1. At the direction of the Project Manager, the contractor will furnish TV pipe inspection and provide the Project Manager with a digital visual record of the inspection.

Emergency Spill Response

1. Provide vactor service on call-out with a 45 minute response time 24 hours a day 7 days a week for incidents where immediate spill cleanup is deemed necessary by the Project Manager or the city's on-call maintenance worker. Contractor travel time is not included in the measurement of hours for this item.

Emergency Storm Water Response

1. Provide vactor and pipe jetting service on call-out with a one (1) hour response time 24 hours a day, 7 days a week for storm water system related emergencies where emergency service is deemed necessary by the Project Manager or the city's on-call maintenance worker. Contractor travel time is not included in the measurement of hours for this item.

Having carefully examined the Contract Documents titled, *2013 Stormwater System Cleaning*, as well as the site of the project and conditions affecting the work, the undersigned agrees to furnish all the labor, materials, equipment, superintendence, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the above contract documents and the implied intent thereof, for the following schedule of unit prices:

Exhibit 1

Item No.	ITEMS OF WORK	Approx. Quantity	Unit	Unit Price	Amount
1	Cleaning Type 1 & 2 Catch Basins	3000	Each	\$39.95	\$119,850.00
2	Additional CB Cleaning	100	Hours	\$256.00	\$25,600.00
3	48"dia Pond Control Structure	50	Each	\$300.00	\$15,000.00
4	72"dia Pond Control Structure	50	Each	\$375.00	\$18,750.00
5	Additional Pond Control Structure Cleaning	25	Hours	\$256.00	\$6,400.00
6	Small Vault Bottom Cleaning	10	Each	\$300.00	\$3,000.00
7	Large Vault Bottom Cleaning	5	Each	\$950.00	\$4,750.00
8	Vault Filter Cartridge Replacement	75	Each	\$350.00	\$26,250.00

Item No.	ITEMS OF WORK	Approx. Quantity	Unit	Unit Price	Amount
9	Additional Vault Bottom Cleaning	30	Hours	\$256.00	\$7,680.00
10	Pipe Jetting Service	20	Hours	\$226.00	\$4,520.00
11	Potholling Vactor Service	10	Hours	\$226.00	\$2,260.00
12	Root Cutting Service	10	Hours	\$256.00	\$2,560.00
13	TV Pipe Inspection and Record	10	Hours	\$150.00	\$1,500.00
14	Emergency Spill Response	6	Hours	\$261.00	\$1,566.00
15	Emergency Storm Water Response	20	Hours	\$261.00	\$5,220.00

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

TIN No.: 91-1585111

Social Security No.: _____

Print Name: Lisa A Everson

Title: President

Business Name: Everson's Econo-Vac, Inc.

Business Address: PO Box 428, Sumner, WA 98390

Business Phone: 253-848-5250

10-31-2014

Date

Lisa A. Everson

Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND

Not required in 2015 Storm System Cleaning Contract

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

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

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

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

WITNESS our hand the _____ day of _____ 20_____

PRINCIPAL _____ SURETY _____

By _____ By: _____

Title: _____ Title: _____

Address: _____ Address: _____

City/State/Zip: _____ City/State/Zip: _____

Telephone: _____ Telephone: _____

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

Exhibit 1



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 20, 2014

Originating Department: Parks and Recreation

Clearances:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input checked="" type="checkbox"/> Parks & Recreation |
| <input checked="" type="checkbox"/> Attorney | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Police |
| <input checked="" type="checkbox"/> Admin Services | <input type="checkbox"/> Fire | <input checked="" type="checkbox"/> Public Works |

Subject: Contract for Plumbing Services for City Parks and Facilities

Action Required: Authorize the City Manager to execute a contract with Hermanson Company, LLP for plumbing services.

Exhibits: 1. Contract

Budget: \$47,000 is allocated in the 2015 Parks Resource Management Budget for contracted maintenance and repair services. \$160,000 is allocated in the 2015 Facilities Budget for contracted maintenance and repair services.

Summary Statement:

This is a new contract for plumbing maintenance and repair services for all parks and facilities.

Hermanson Company, LLP was selected as the lowest responsive bidder through a competitive bid selection process using the eCityGov Shared Works Roster in November 2014. Per the initial RFP, this contract may be renewed, at the City’s option, for up to three (3) additional one year terms.

The proposed contract amount for 2014 is not-to-exceed \$30,000. This is the same amount as the previous year. As a reminder, there is no guarantee that the full contract amount will be needed or expended.

This contract will support all Park and City buildings including City Hall, the Beaver Lake Lodge, the Beaver Lake Maintenance Shop, the Sween House, Big Rock Park House, the Recreation Center and the Maintenance and Operations Center. Although the Sween House and the Recreation Center are leased facilities, maintenance of a portion of the plumbing systems at both facilities is the responsibility of the City.

Background:

As the list of City owned facilities has grown, so too has the need for plumbing maintenance services and repairs. The City has entered into a variety of on-call contracts and found this contracting method to be very effective, especially as maintenance needs are often uncertain.



City Council Agenda Bill

This as-needed contract will be utilized for all parks and facilities plumbing repairs and maintenance will be scheduled as needed throughout the year.

Financial Impact:

The requested authorization amount is not-to-exceed \$30,000.00 plus w.s.s.t. There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.

Recommended Motion:

Authorize the City Manager to execute a contract for Plumbing maintenance and repair services with Hermanson Company, LLP in an amount not-to-exceed \$30,000.00 plus w.s.s.t.



SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between: City of Sammamish and Hermanson Company, LLP
Project: Plumbing Services for City Parks and Facilities
Commencing: January 1, 2015
Terminating: December 31, 2015
Amount: Not to Exceed \$30,000.00 plus w.s.s.t.

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Hermanson Company LLP, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Plumbing Services for City Parks and Facilities and

WHEREAS, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

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

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

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

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

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

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

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

7. Prevailing Wages/Prevailing Wages

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

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements,** the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the

rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

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

“The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>.”

10. Termination.

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

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

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES



Hermanson Company LLP tel 206-444-0888
 1221 2nd Avenue North fax 253-796-5955
 Kent, WA 98032

Service Department Prices-2015

Description		Price
Labor Rates:		
	Regular Time	\$130.00
	Overtime (Mon-Fri 4pm-7am & Sat)	\$195.00
	Doubletime (Sun & Holidays)	\$260.00
Labor Rates: Maintenance Contract Customers		
	Regular Time	\$125.00
	Overtime (Mon-Fri 4pm-7am & Sat)	\$187.50
	Doubletime (Sun & Holidays)	\$250.00
Parts Mark-Up		
Cost	Multiplier	
0-4.99	4.00	
5.00-9.99	3.00	
10.00-19.99	2.50	
20.00-39.99	2.00	
40.00-79.99	1.80	
80.00-149.99	1.50	
150.00 and up	1.30	
Misc. Mark-ups		
	Subcontractor 25%	
	Vendor Freight Charges 25%	
	Rentals 25%	
	Parking Charges 0%	
Specialty Charges		Each
	Truck Charge & Consumables (1 Time per Call)	\$50.00
	Backflow Device Testing & Calibration	1hr Labor + Truck Charge \$65.00 each additional Device
	Balance Hood	\$50.00
	Coil Cleaner	\$45.00
	Combustion Analysis	\$50.00
	Compressor Disposal	\$50.00
	Drain Camera with DVD Video	\$25.00
	Drain Camera & Locator with DVD Video	\$50.00
	Drain Snake	\$25.00
	Nitrogen	\$15.00
	Refrigerant R-22	\$36.65
	Refrigerant R-410A	\$15.00
	Recovery	\$50.00
	Refrigerant Disposal	\$50.00
	Power Jetter	\$25.00
	Vacuum Pump	\$25.00
	Welding / Torch	\$50.00
	Aluminum Gantry	\$100.00
	Confined Space Equipment	\$100.00



REFERENCES

CITY REFERENCES:

City of Shoreline

17500 Midvale Ave South
Shoreline, WA 98133
Contact: Phil Ramon
206.801.2700

City of Bonney Lake

PO Box 7380
Bonney Lake, WA 98391
Contact: Pete Spain
253.261.5254

City of Woodinville

17301 133rd Avenue NE
Woodinville, WA 98072
Brian Meyer
425.424.0682

SUPPLIER REFERENCES

Gensco, Inc.

4402 20th St. East
Tacoma, WA 98424
Contact: Bryan Ripley
1-888-515-9555

Air Commodities

1620 South 92nd, Unit D
Seattle, WA 98108
Contact: Jim Sinclair
206-767-2600

Norby Company

3805 – 108th N.E.
Bellevue, WA 98004
Contact: Lon Haberlach
425-828-6636

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 91-2014499 Social Security No.: _____

Print Name: marci gibson
 Title: Lead Billing Service Coordinator
 Business Name: Hermanson Company, LLP
 Business Address: 1221 2nd Ave N KENT, WA 98032
 Business Phone: 206.575.9700

11-21-14
Date

Marci Gibson
Authorized Signature (Required)

Exhibit 1



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 20, 2014

Originating Department: Parks and Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Contract for HVAC maintenance and on-call services for City facilities.

Action Required: Authorize the City Manager to execute a contract with Pacific Air Control, Inc. for HVAC maintenance, repair, inspection and on-call services.

Exhibits:

1. Contract
2. Bid Tab

Budget: \$160,000 is allocated in the adopted 2015 Facilities Department Budget for Repair and Maintenance.

Summary Statement:

The Parks and Recreation Department and the Facilities Department desire to enter into a contract with Pacific Air Control, Inc. for on-call HVAC maintenance, repair, inspection and on-call services.

A request for proposals (RFP) for HVAC maintenance and on-call services was issued through the eCityGov Shared Works Roster on November 8, 2013. A total of two firms responded to the RFP. Pacific Air Control, Inc. was identified as the lowest responsible bidder. The RFP specifies that this contract may be renewed at the City's option for up to one (1) additional one-year term. The compensation may be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

This contract will support all City buildings including City Hall, the Maintenance and Operations Center (MOC), the Beaver Lake Lodge, the Beaver Lake Maintenance Shop, the Sween House, the Kellman House, the Recreation Center, Pine Lake Park and the facilities located in Big Rock Park. Although the Sween House and the Recreation Center are leased facilities, maintenance of the HVAC systems at both facilities is the responsibility of the City.

Background:

Based on a routine maintenance program for all of the HVAC units at City facilities, major units like those at City Hall and the MOC, are now serviced semi –annually. Smaller units, like the units at the Beaver Lake Shop, are serviced annually. Implementing a routine maintenance program for the HVAC units will help extend the life of the equipment and reduce repair costs.



City Council Agenda Bill

In addition to the base contract, approval of a management reserve in the amount of \$30,000 is being requested to cover additional HVAC maintenance repair services that may be needed during the year. The amount requested is consistent with the amount expended for additional repair services in previous years.

Financial Impact:

\$160,000 is allocated in the adopted 2015 Facilities Department Budget for Repair and Maintenance.

The total requested authorization is \$40,267.00 + W.S.S.T. This includes a contract with Pacific Air Control, Inc. in the amount is \$10,267.00 + W.S.S.T. The additional amount of \$30,000 is a management reserve to be used by written authorization to cover additional HVAC repair, maintenance and inspection services.

There is no guarantee that the full management reserve will be needed or expended. On-call work tasks under this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.

Recommended Motion:

Authorize the City Manager to execute a contract with Pacific Air Control, Inc. for \$10,267.00 + W.S.S.T. to provide HVAC maintenance services and authorize a management reserve fund in the amount of \$30,000.00 for a total not to exceed contract amount of \$40,267.00 + W.S.S.T.



SMALL PUBLIC WORKS SERVICE CONTRACT

Between: City of Sammamish and Pacific Air Control Inc.
Project: 2015- Facility HVAC Maintenance
Commencing: January 5, 2015
Terminating: December 31, 2015
Amount: \$ 10,267.00 plus 975.37 (9.5% w.s.s.t.)

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Pacific Air Control Inc. (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for HVAC Maintenance for the City Facilities. and

WHEREAS, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

2. Contract Documents. The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required ~~Performance Bond or optional 50% Retainage Bond Waiver~~, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any ~~required Declaration of Option for Management of Statutory Retained Percentage~~, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby

Exhibit 1

incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

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

Exhibit 1

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

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

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

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

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

7. Prevailing Wages/Prevailing Wages

~~7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".~~

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by

Exhibit 1

reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

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

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

10. Termination.

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

Exhibit 1

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. Duration. This contract may be renewed at the City's option for up to one (1) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

Exhibit 1

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

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

TO CITY:

City of Sammamish, and
Department of Parks and Recreation

Contact Name: Sevda Baran

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: SBaran@sammamish.us

TO CONTRACTOR:

Contractor:
Pacific Air Control, Inc.

Contact Name: Kelly Chase

Street Address: 1916-220th Street SE Suite
M101

City, State, Zip: Bothell, WA 98021

Phone: 206-682-6393

Contact email: KellyC@pacificaircontrol.com

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: _____

Laura Philpot - Assistant City

Title: Manager/Public Works Director

Date: _____

By: Kelly Chase 

Title: Sales Manager

Date: 11/20/2014

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

As described in 2014-HVAC RFP dated Friday, November 08, 2013. Addendum #1 dated 11/15/2013 prepared by city of Sammamish. Also, described in HVAC RFP proposal prepared by pacific Air Control Inc. dated 11/21/2013.

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 601-298-907 Social Security No.: _____

Print Name: Kelly Chase
 Title: Sales Manager
 Business Name: Pacific Air Control, Inc.
 Business Address: 1916-220th St. SE. M101, Bothell, WA 98021
 Business Phone: 206-682-6393

11/20/2014
Date

Kelly Chase
Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND

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

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

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

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

WITNESS our hand the _____ day of _____ 20_____

PRINCIPAL

SURETY

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

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

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

COST PROPOSAL FORM

Contractor Name: Pacific Air Control, Inc. Date: 11/20/2014

The following is our proposed rates for performing work at the City of Sammamish Facilities:

Hourly rate for regular hours repair service:	\$ <u>124</u>
Hourly rate for overtime hours repair service:	\$ <u>186</u>
Parts and materials mark-up:	\$ <u>307.</u>
Lump sum truck Charge:	\$ <u>65</u>
Service Trip Fee:	\$ <u>0</u>
Environmental Charges:	\$ <u>12</u>
Portal to Portal Charges:	\$ <u>0</u>

CONTRACTOR,

By: Key Chase

Title: Sales Manager

Date: 11/20/2014



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 18, 2014

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: Contract for fence repair, replacement and emergency response.

Action Required: Authorize the City Manager to execute a contract with Industrial Solutions Northwest for fence repair, replacement and emergency response.

Exhibits: 1. Contract and scope of work

Budget: \$45,000.00 funded in various project and maintenance line items (Parks and Recreation, Public Works and Facilities).

Summary Statement:

The Parks and Recreation, Public Works and Facilities Departments desire to enter into a contract with Industrial Solutions Northwest for fence repair, fence replacement and emergency response services. Industrial Solutions Northwest was selected as the lowest responsive and responsible bidder through a competitive bid selection process using the eCityGov Shared Procurement Portal. The proposed contract is for an amount not-to-exceed \$45,000.00 and the duration of the agreement is until December 31, 2015.

This contract will support all City facilities, ROW, parks, stormwater and open spaces.

Background:

From time to time during the year, the City is in need of fence repairs, fence replacement and/or emergency maintenance response for fencing. This work takes place in our parks, ROW and other City owned facilities. The City has entered into a variety of service-as-requested contracts and found this contracting method to be very effective, especially as maintenance needs are often uncertain.

Financial Impact:

The requested authorization amount is not-to-exceed \$45,000.00 for the duration of the contract. There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.



City Council Agenda Bill

Recommended Motion:

Authorize the City Manager to execute a contract with Industrial Solutions Northwest for an amount not-to-exceed \$45,000.00 for fence repair, replacement and Emergency Response.



SMALL PUBLIC WORKS CONTRACT

Between: City of Sammamish and Industrial Solutions Northwest
Project: Fence Maintenance and Emergency Response
Commencing: January 1, 2015
Terminating: December 31, 2015
Amount: \$ 45,000.00 (not to exceed) plus WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Industrial Solutions Northwest, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for the City of Sammamish Fence Maintenance and Emergency Response and

WHEREAS, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

- 1. Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.
- 2. Contract Documents.** The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required ~~Performance Bond or optional 50% Retainage Bond Waiver~~, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, ~~any required Declaration of Option for Management of Statutory Retained Percentage~~, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

Exhibit 1

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

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

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection

Exhibit 1

with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

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

7. Prevailing Wages/Prevailing Wages

~~7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".~~

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by

Exhibit 1

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

10. Termination.

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

Exhibit 1

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

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

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

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

TO CITY:

City of Sammamish
Public Works Department

Contact Name, Contract Administrator:

Martin Bohanan

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mbohanan@ci.sammamish.wa.us

TO CONTRACTOR:

Contractor:

Industrial Solutions Northwest

Contact Name:

Greg Pollard

Street Address: 31727 125th Pl. SE

City, State, Zip: Auburn, WA 98092

Phone: (253) 797-2330

Contact email:

greg@industrialsolutionsnw.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

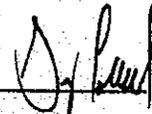
Title: _____

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR, WASHINGTON

By: Greg Pollard 

Title: Owner

Date: 11-06-2014

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

2015 Fence Repair Scope of Work / Bid Sheet

I. Fence Installation

The unit costs provided in this bid shall be honored throughout the duration of the contract. The actual work contracted may vary in specification and quantity. The city reserves the right to adjust the specifications and contract amount to fit the city's need for services up to \$45,000.00.

A.	100' of 6' tall full panel cedar fence, installed.....	\$ <u>5,692.00</u>
	Estimated WSST.....	\$ <u>540.74</u>
	Total.....	\$ <u>6,232.74</u>
B.	100' of Type 1, 6' tall black vinyl coated chain link fence, installed.....	\$ <u>4,342.00</u>
	Estimated WSST.....	\$ <u>412.49</u>
	Total.....	\$ <u>4,754.49</u>
C.	100' of Type 1, 6' tall galvanized chain link fence, installed.....	\$ <u>4,392.00</u>
	Estimated WSST.....	\$ <u>417.24</u>
	Total.....	\$ <u>4,809.24</u>
	A total+B total+C total = TOTAL*	\$ <u>15,796.47</u>

*The summation of the unit cost amounts was used for bid evaluation purposes only.

II. Emergency Response Service

Contractor's crew is to be on-site within two working days from receipt of a repair request or task order. For example if notified on Friday, be on-site on Tuesday.

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND

Bond is not required

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

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

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

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

WITNESS our hand the _____ day of _____ 20_____

PRINCIPAL _____ SURETY _____

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

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

Exhibit 1



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Administrative Services

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Recreation
 Police
 Public Works

Subject: 2015-2016 contract with Kenyon Disend to serve as Sammamish's city attorney

Action Required: A motion authorizing the City Manager to sign the 2015-2016 contract with Kenyon Disend

Exhibits: Contract with Kenyon Disend

Budget: The contract amount totals \$188,004 for general city attorney services. In addition, in keeping with past practice, Kenyon Disend charges the City on an hourly basis to represent the City on lawsuits and other contested administrative proceedings. The City budgets \$150,000 budget annually for these litigation expenses.

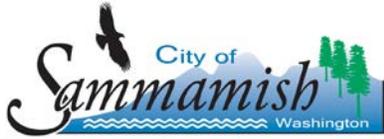
Summary Statement:

This contract would allow the City of Sammamish to continue using the services of Kenyon Disend as Sammamish's city attorney.

Background:

Kenyon Disend provides the following services to the City of Sammamish:

- Review or draft City ordinances, contracts, resolutions, Interlocal agreements and other legal documents as requested by the City;
- Represent the City in all lawsuits and other contested administrative proceedings commenced by or against the City;
- Advise City Councilmembers and staff members with regard to legal matters relating to their respective duties for the City;
- Consult with and advise the City Councilmembers and staff members in person, by telephone, e-mail, or by written memo on City business;
- Attend all regular City Council meetings on an as-needed basis, unless excused by the City Manager;
- Attend Weekly Department Director Meetings



City Council Agenda Bill

Financial Impact:

The monthly fee for Kenyon Disend to provide general city attorney services to the City of Sammamish is \$15,677, which is up 2.3% (the equivalent of the COLA rate for City employees) as compared to 2014. The monthly rate will increase to \$16,083 for 2016.

The City has budgeted \$150,000 in each 2015 and 2016 for litigation expenses, up from \$75,000 annually for 2013-2014. This increase reflects the increase in litigation activity resulting from an improved economy and increased development activity and more closely reflects actual expenditure trends for litigation in 2014. Through October, the City of Sammamish has spent nearly \$185,000 on litigation expenses in 2014 for 14 active cases, up from 2 active cases in 2012 and 8 active cases in 2013. Kenyon Disend bills the City on an hourly basis, to represents the City on lawsuits and contested administrative proceedings. The hourly rate charged is based on the years of experience of the attorney assigned to do the work. The hourly rates are set forth in Exhibit A to the contract.

As part of the 2016 mid-biennial budget review, staff will evaluate the costs of city attorney and litigation expenses.

Recommended Motion:

A motion authorizing the City Manager to sign the contract with Kenyon Disend to serve as the City of Sammamish's city attorney in 2015-2016.

**CONTRACT FOR LEGAL SERVICES
2015 - 2016**

**I.
PARTIES**

This contract is made on this _____ day of _____, 2014, between the City of Sammamish (“City”) and Kenyon Disend, PLLC (“Attorneys”).

**II.
SERVICES OF THE ATTORNEYS**

The Attorneys shall work for the City at the pleasure of and under the direction of the City Manager. Mike Kenyon will serve as the City Attorney and will direct the services provided under this contract.

**III.
QUALITY OF SERVICES**

The Attorneys shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

**IV.
SERVICES PROVIDED**

The City Attorney shall be principally responsible for performing all legal work for the City, except for prosecution and public defense services. The City Attorney may have other attorneys employed by the law firm assist him in the performance of his duties. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Attorneys:

- (1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents as requested by the City;
- (2) Represent the City in all lawsuits and other contested administrative proceedings commenced by or against the City;
- (3) Advise City Councilmembers and staff members with regard to legal matters relating to their respective duties for the City;
- (4) Consult with and advise the City Councilmembers and staff members in person, by telephone, e-mail, or by written memo on City business;

- (5) Attend all regular City Council meetings on an as-needed basis, unless excused therefrom by the City Manager; and
- (6) Attend Weekly Department Director Meetings.

**V.
FEES AND COSTS**

For the year 2015, the services identified in Section IV, subsections 1, 3, 4, 5, and 6 shall be billed on a fixed fee basis of \$15,667 per month. The services identified in subsection 2 shall be billed at the Attorneys' and Paralegals' regular hourly rates for 2015 as set forth in Exhibit A.

For the year 2016, the services identified in Section IV, subsections 1, 3, 4, 5, and 6 shall be billed on a fixed fee basis of \$16,083 per month. The services identified in subsection 2 shall be billed at the Attorneys' and Paralegals' regular hourly rates for 2016, which hourly rates shall be provided to the City not later than December 1, 2015.

Additional work performed under this contract shall be billed at the Attorneys' regular hourly rates. In addition, the Attorneys will charge the City ten cents per page for photocopying and facsimile, and shall be reimbursed for legal messenger services, filing fees advanced and other direct expenses.

The Attorneys shall not charge the City for any travel time or mileage costs incurred for trips to or from Sammamish, nor for long-distance telephone charges. Travel time and mileage costs for trips to locations other than Sammamish, if any, shall be reimbursed at the Attorneys' then current rates and charges.

Attorneys' current rates expressly account for any taxes, business license fees, or related charges ("charges") imposed on professional service providers by the City and State of Washington. In the event that any such additional charges are imposed during the term of this agreement, Attorneys shall be entitled to recover any such additional charges as a reimbursable cost item on Attorneys' monthly billing statements.

**VI.
PAYMENT TERMS**

Fees and costs are due in full from the City upon billing by the Attorneys. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the statement date.

**VII.
TIME RECORDS**

The Attorneys shall maintain accurate time records describing the services performed and the dates upon which said services were performed, and shall provide a monthly statement to the

City setting forth the time expended for such services.

**VIII.
CONTRACT PERIOD**

This contract shall take effect as of January 1, 2015 and expire on December 31, 2016, unless sooner terminated by either party. Each party shall have the right to terminate this contract upon thirty (30) days written notice.

**IX.
INSURANCE**

The Attorneys agree to maintain for the protection of the City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

CITY OF SAMMAMISH

By: _____
Ben Yazici, City Manager

KENYON DISEND, PLLC

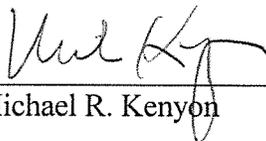
By:  _____
Michael R. Kenyon

EXHIBIT A

KENYON DISEND, PLLC HOURLY RATE SCHEDULE FOR YEAR 2015

ATTORNEYS:

Partners and Senior Attorneys:

Michael R. Kenyon	\$295.00
Bruce L. Disend	\$295.00
Chris D. Bacha	\$260.00
Kim Adams Pratt	\$260.00
Robert F. Noe	\$260.00
Kari L. Sand	\$240.00
John "Jay" P. Long Jr.	\$240.00

Associate Attorneys:

Rachel B. Turpin	\$165.00
Danielle M. Evans	\$165.00
Ann Marie Soto	\$160.00

PARALEGALS:

Margaret C. Starkey	\$120.00
Sheryl A. Loewen	\$105.00
Pam M. Odegard	\$105.00
Mary A. Swan	\$105.00
Terry T. Curran	\$105.00
Kathy I. Swoyer	\$105.00



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Administrative Services

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Recreation
 Police
 Public Works

Subject: 2015 contract with the Law Firm of Lynn Moberly to represent the City of Sammamish as the prosecutor at court calendars in Issaquah District Court where traffic infraction cases are contested by defendants

Action Required: A motion authorizing the City Manager to sign the 2015 contract with the Law Firm of Lynn Moberly to represent Sammamish at court calendars where traffic infraction cases are contested by defendants

Exhibits: Contract with the Law Firm of Lynn Moberly

Budget: The contractor will be paid \$100 per hour for this service, with the amount paid not to exceed \$30,000 annually. The cost of this service is expected to be more than offset by additional traffic infraction revenues to the City.

Summary Statement:

The Law Firm of Lynn Moberly ("Firm") provides prosecuting attorney services to the City of Sammamish. The existing agreement with the Firm does not require the Firm to represent Sammamish at contested calendars at Issaquah District Court where defendants dispute traffic infractions. A recent analysis of caseload trends highlighted that an increasing number of traffic infractions are being contested and later dismissed in part because no one is representing the City's position at the calendars. The analysis further identified that other jurisdictions – including Redmond, Bellevue and King County – that had seen these types of trends expanded the responsibilities of their prosecuting attorneys to include coverage of these contested calendars and saw reductions in their dismissal rates and related increases in their revenues. The contract before Council for approval would allow Sammamish to implement a similar approach.

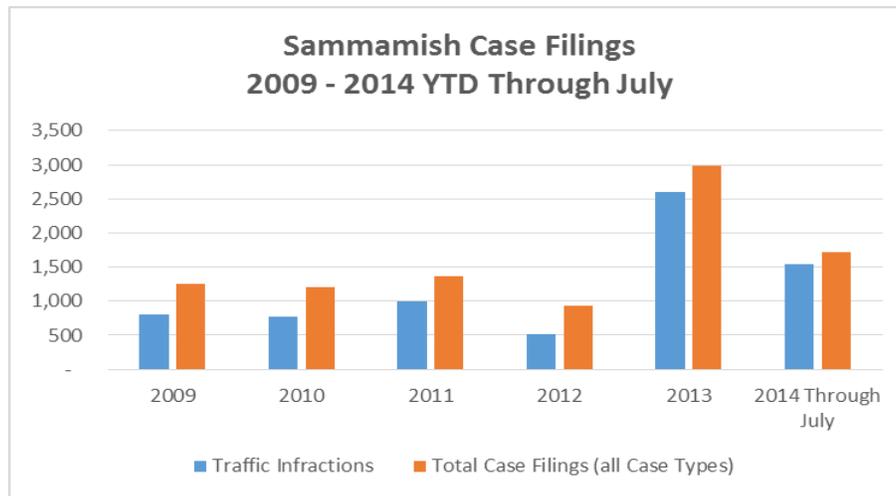
Background:

As the chart below demonstrates, the City of Sammamish has expanded its efforts to enforce traffic laws in order to improve safety and enforcement of traffic law. An analysis of caseload trends determined that 25% of the 2,605 traffic infractions issued in 2013 (or 651) were dismissed. A significant factor contributing to this relatively this dismissal rate is the fact that Sammamish's existing prosecuting attorney contract does not require a prosecuting attorney to be present at court calendars where



City Council Agenda Bill

contested traffic infraction cases are heard. Nearby jurisdictions – including Bellevue, Redmond and King County – that saw similar trends expanded the role of their prosecuting attorney to provide coverage of these calendars. All three of these jurisdictions have reported success with their programs, including improved enforcement of their traffic laws, reductions in their dismissal rates, and increases in revenues.



The attached contract would allow the City of Sammamish to institute a similar approach. To ensure that we see the intended results, the contract assumes this approach is implemented on a trial basis in 2015. City staff will evaluate caseload data trends through the first half of 2015 to evaluate the success of the program. This analysis will form the basis for a recommendation to the Council as part of the mid-biennial budget review in the summer and fall of 2015 as to whether the program should continue in 2016.

Because this is being implemented on a pilot basis and because staff recommends that payment for this program be paid on an hourly basis (see the Financial Impact section for more details), staff recommends that the contract for this service with the Law Firm of Lynn Moberly be separate from the general prosecuting attorney contract.

Financial Impact:

Based on current District Court scheduling, these contested calendars are scheduled for once a week, lasting up to four hours in length. The Contractor will represent the City at these calendars, and may bill \$100.00 for up to four hours, plus one hour for preparation time (five hours total), each week for these calendars, not to exceed \$30,000 annually. There may be opportunities as 2015 unfolds to consolidate the court calendars. If such opportunities present themselves, the cost of this contract may be less than \$30,000. Because this program is intended to reduce the number of cases that are dismissed, it is expected that the City will see an increase in traffic infraction revenues that will more than offset the cost of this contract.



City Council Agenda Bill

Recommended Motion:

A motion authorizing the City Manager to sign the contract with the Law Firm of Lynn Moberly to provide represent the City of Sammamish as prosecuting attorney in 2015 at calendars held at Issaquah District Court where traffic infractions are contested.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: The Law Firm of Lynn Moberly

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and The Law Firm of Lynn Moberly, hereinafter referred to as the "Consultant."

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "A"

A sum not to exceed \$30,000

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect January 1, 2015 through December 31, 2015, with the option to extend for an additional year through December 31, 2016 at the mutual acceptance of the City and the Consultant, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

Exhibit 1

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.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Exhibit 1**Verification of Coverage**

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

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

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

Company Name The Law Firm of Lynn Moberly
Contact Name Lynn Moberly
Street Address P.O. Box 1307
City, State Zip Issaquah, WA 98027
Phone Number 425-837-3173
Email lmoberly@isomedia.com

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

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

CITY OF SAMMAMISH, WASHINGTON

By: _____

Print Name: _____

Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONSULTANT

By: [Signature]

Print Name: LYNN MOBERLY

Title: CITY PROSECUTOR CONTRACT

Date: 11/20/14

Approved As To Form:

City Attorney

Exhibit 1

Exhibit A

Scope of Services to be Provided by Contractor

The Contractor shall represent the City of Sammamish as prosecutor at all hearings conducted at King County District Court at which pro se litigants or those litigants who do not declare attorney representation contest their traffic infraction cases.

Based on current District Court scheduling, these calendars are scheduled for once a week, lasting up to four hours in length. The Contractor will represent the City at these calendars, and may bill \$100.00 for up to four hours, plus one hour for preparation time (five hours total), each week for these calendars, not to exceed \$30,000 annually.

The City will evaluate the effectiveness of this service in reducing the number of traffic infraction cases that are dismissed throughout 2015 to determine whether the program shall continue beyond 2015.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

UBI#
 TIN No.: 601-892-298
 Social Security No.: 333-62-0870
 Print Name: Lynn Moberly
 Title: Attorney at Law - owner

Business Name: Law Office
Business Address: PO Box 1307, Issaquah, wa 98027
Business Phone: 425-313-5767

11/20/14
Date

Lynn Moberly
Authorized Signature (Required)

Exhibit 1



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Administrative Services

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input checked="" type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: 2015-2016 contract with the Law Firm of Lynn Moberly to provide general prosecuting attorney services for the City of Sammamish

Action Required: A motion authorizing the City Manager to sign the 2015-2016 contract with the Law Firm of Lynn Moberly

Exhibits: Contract with the Law Firm of Lynn Moberly

Budget: The contract amount totals \$90,000.

Summary Statement:

The City of Sammamish has used the services of the Law Firm of Lynn Moberly to carry out its prosecuting attorney responsibilities since 2007. The attached contract, if approved, would continue that relationship into 2015 and 2016.

Background:

The City of Sammamish is responsible under State law for the costs of adjudicating all misdemeanor cases filed in the City of Sammamish. To meet this obligation, Sammamish has a number of related contracts with:

- King County District Court (hears the cases)¹
- the Law Firm of Lynn Moberly (prosecution)
- Stewart MacNichols Harmell, Inc., P.S. (public defense)
- Jaen Stoecklin (public defense screening)²

The Law Firm of Lynn Moberly is willing to continue providing general prosecuting attorney services to the City of Sammamish in 2015 and 2016 for the same rate as for 2013 and 2014 -- \$90,000 per year.

¹ Does not require renewal at this time

² Contract below the threshold requiring Council approval



City Council Agenda Bill

In addition to the general prosecuting attorney services, staff is bringing to Council under a separate contract and agenda bill a proposal to expand the services provided by the Law Firm of Lynn Moberly. As discussed during the 2015-2016 budget process, the City of Sammamish has seen a significant increase in the number contested traffic infraction cases in recent years. Our base contract with the Law Firm of Lynn Moberly does not include prosecution representation at contest hearing when litigants represent themselves on a pro se basis (without an attorney). This has resulted in an increase in the number of traffic infraction cases dismissed by District Court. To address these trends, City staff recommends expanding the role of the Law Firm of Lynn Moberly by representing the City at these contested hearings. Doing so should reduce the dismissal rate; improve the City's enforcement of traffic laws; and increase revenues. Several nearby jurisdictions, including Bellevue, Redmond, and King County, have had success with similar programs.

Financial Impact:

The contract with the Law Firm of Lynn Moberly for basic prosecuting attorney services is \$90,000 per year for 2015 and 2016 – the same annual rate that Sammamish paid for these services in 2015 and 2016.

Recommended Motion:

A motion authorizing the City Manager to sign the contract with the Law Firm of Lynn Moberly to provide general prosecuting attorney services in 2015-2016.

Exhibit 1

**CITY OF SAMMAMISH
CONTRACT FOR PROSECUTION SERVICES**

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

I. LEGAL SERVICES

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

II. COMPENSATION

- A. The Law Firm shall be compensated for services provided to the City at a monthly rate of \$7,500 which includes all administrative costs associated with prosecution including paralegal time, postage, faxes, copies and legal messenger. The City will not be billed for any mileage or driving time. (This flat fee is based upon the past years case filings and anticipated attorney and paralegal work hours.) Appeals to the Court of Appeals or the Supreme Court will be billed at an hourly rate of \$100.00 an hour. Code compliance work will also be billed at the same hourly rate.
- B. The Law firm's services (under section IIA above).include: Prosecutor presence at pre-trial hearings, motion hearings, bench trials, jury trials and Sammamish Police Department training as needed as well as criminal appeals to the King County Superior Court.
- C. If the Municipal Court Judge appoints "conflict" prosecution counsel in accordance with the Washington State Rules of Professional Conduct, the City will be responsible to pay the appointed conflict counsel for such services.

The Law firm shall take reasonable steps to avoid conflicts or potential conflicts with representation of the City.

- D. Upon receipt of invoice, the Law Firm shall be paid the monthly fee of \$7,500 on or before the 10th of the month for the prior month. Invoices for applicable appeals and code work will be billed within 60 days of the work being completed and the City agrees to pay the invoice within 30 days, unless disputed.

Exhibit 1

III. TERM

- A. The Term of this agreement shall be for a period of two years, commencing January 1 2015 with levels of compensation outlined herein effective January 1, 2015. This agreement shall automatically renew for each additional year, unless either party notifies the other of its intent not to renew the agreement as written at least 30 days before the end of the year.
- B. Either Party may terminate this agreement at any time, with or without cause, upon sixty days written notice.
- C. The Law firm will maintain office hours to prepare cases for court, communicate with victims and lay witnesses, communicate with police officers, communicate with defense counsel, and be available for police consultation.

IV. PROFESSIONAL REQUIREMENTS

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

V. OWNERSHIP OF WORK PRODUCT

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

VI. NONDISCRIMINATION

The law Firm, in all hiring or employment, shall not discriminate against any employee or applicant for employment based on sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap unless based upon a bona fide occupational qualification.

VII. INDEMNIFICATION

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

VII. LIABILITY INSURANCE

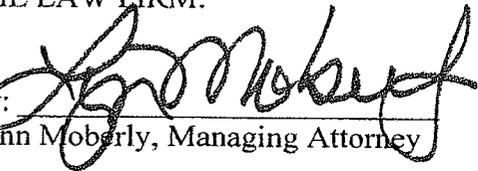
The Law firm shall, at its own expense, maintain professional liability insurance in the amount of 1,000,000.00 per occurrence

VIII. INDEPENDENT CONTRACTOR

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

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

THE LAW FIRM:

By: 
Lynn Moberly, Managing Attorney

CITY OF SAMMAMISH

By: _____

Date: 11/20/14

Exhibit 1



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Administrative Services

Clearances:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input checked="" type="checkbox"/> Attorney | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Police |
| <input checked="" type="checkbox"/> Admin Services | <input type="checkbox"/> Fire | <input type="checkbox"/> Public Works |

Subject: 2015-2016 contract with Stewart MacNichols Harmell, Inc., PS for indigent public defense services for the City of Sammamish

Action Required: A motion authorizing the City Manager to sign the 2015-2016 contract with Stewart MacNichols Harmell, Inc., PS

Exhibits: Contract with Stewart MacNichols Harmell, Inc., PS

Budget: Contract terms are \$4,500.00 per month for the first ten cases and \$300.00 thereafter

Summary Statement:

The City of Sammamish has contracted with Stewart MacNichols Harmell, Inc., PS for indigent public defense services since 2000. The attached contract, if approved, would continue that relationship into 2015 and 2016.

Background:

The City of Sammamish is responsible under State law for the costs of adjudicating all misdemeanor cases filed in the City of Sammamish. To meet this obligation, Sammamish has a number of related contracts with:

- King County District Court (hears the cases)¹
- the Law Firm of Lynn Moberly (prosecution)
- Stewart MacNichols Harmell, Inc., P.S. (public defense)
- Jane Stoecklin (public defense screening)²

The Washington State Supreme Court recently adopted new caseload standards and other provisions as part of the Standards for Indigent Defense under of Supreme Court Order No. 25700-A-1004. These changes were adopted, in part, as a result of a U.S. District Court ruling in *Wilbur v. Mt. Vernon* that

¹ Does not require renewal at this time

² Contract below the threshold requiring Council approval



City Council Agenda Bill

stipulated increased responsibilities for jurisdictions in providing indigent public defense services. As a result, the scope of work required under the 2015-2016 contract with Stewart MacNichols Harmell is more comprehensive than the scope of work in the 2013-2014 contract. Under the terms of the 2015-2016 contract, Stewart MacNichols Harmell is responsible for adhering to all of the provisions of Supreme Court Order No. 25700-A-1004.

Financial Impact:

As a result of the expanded requirements of Supreme Court Order No. 25700-A-1004, the cost of this contract is increasing relative to 2013-2014. In 2013-2014, the City of Sammamish paid \$2,500 per month for the first ten cases and \$250.00 per case for each additional case. Under the 2015-2016 contract, the base rate increases to \$4,500 per month for the first ten cases and \$300.00 per case for each additional case.

Recommended Motion:

A motion authorizing the City Manager to sign the contract with Stewart MacNichols Harmell, Inc., PS to provide indigent public defense services in 2015-2016.

**CITY OF SAMMAMISH
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and Stewart MacNichols Harmell, Inc., PS, hereafter referred to as the "Contractor".

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

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

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

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for professional services as set forth in the Scope of Work. The Contractor shall submit a monthly invoice to the City and payment thereon shall be made within ten days following City Council approval.
3. **Duration of Agreement.** This Agreement shall be in full force and effect from January 1, 2015 through December 31, 2016.
4. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
5. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents or employees.

6. **Insurance.** During the term of this Agreement and any extensions thereof, the Contractor shall secure and maintain a policy of comprehensive liability insurance provided by an insurance company licensed to do business in the State of Washington. Said policy shall have limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Contractor shall furnish proof of insurance to the City.

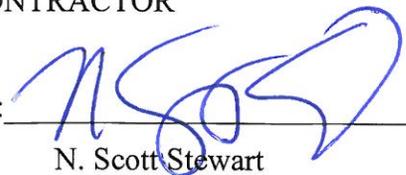
7. **Termination.**
 - A. This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other sixty (60) days written notice.
 - B. Either party may terminate this Agreement without recourse by the other when performance is rendered impossible due to force of nature of other reasons beyond any party's reasonable control.

8. **Assignment and Subcontract.** The Agreement is between the City and the Contractor; it may not be assigned or transferred without the prior written consent of the City and Contractor. The Contractor, however, may assign to others specific work under this Agreement when necessary to do so due to workload or conflicts of interest. Any legal counsel associated with or employed by the Contractor shall have the authority to perform services called for herein and Contractor may employ associated counsel to assist him at Contractor's expense. The Contractor and other attorneys retained pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington.

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

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

CONTRACTOR

By: 
N. Scott Stewart

DATE: 11/18/17

Title: President

Exhibit 1

Tax Identification No. _____

CITY OF SAMMAMISH, WASHINGTON

By: _____

Ben Yazici, City Manager

DATE: _____

Attest/Authenticated:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

Scope of Services

1. **General.** All indigent defendants charged under criminal ordinance of the City and who qualify for appointed counsel and are screened on or after January 1, 2015, shall be referred to the Contractor. The Contractor shall provide legal representation for each of these defendants from the time of screening for eligibility through trial, sentencing, and all appeals. Contractor shall provide such representation in accordance with the caseload standards and other provisions of the Standards for Indigent Defense adopted by Supreme Court Order No. 25700-A-1004, and all other applicable rules of the Supreme Court of the State of Washington.
2. **24-Hour Telephone Access.** The Contractor shall provide to the Sammamish Police Department a telephone number or numbers at which an attorney can be reached twenty four (24) hours each day for “critical stage” advice to defendants during the course of police investigations and/or arrest for criminal violations of City ordinances.
3. **Caseload Limits.** Contractor shall maintain a caseload such that it can provide each and every defendant with effective assistance of counsel as required by this Agreement and by the Standards for Indigent Defense adopted by Supreme Court Order No. 25700-A-1004, and all other applicable rules of the Supreme Court of the State of Washington. Subject to the remaining subsections of this section, a fulltime equivalent attorney position shall be appointed no more than 400 cases per year.
4. **Case Defined.** For the purposes of this section, the term “case” shall mean a group of criminal charges related to a single incident filed against a defendant to which the attorney is appointed by the court, but shall not include temporary or provisional appointments at arraignment or in-custody hearings, appointments by a court at a court hearing for that one court hearing only, and shall not include pre-filing representation provided to a suspect who is under investigation for a violation of RCW 46.61.502, 46.61.503 or 46.61.504.
5. **Compensation.** Contractor shall provide under this Agreement the following services: bail hearings, pretrial meetings, motions, trials, sentencing, reviews and appeals, and related administrative and support services costs in accordance with Washington State Supreme Court Standards. The City shall pay to the Contractor for such services:

Exhibit 1

- a. A base payment of \$4,500.00 per month, which shall include the first ten (10) cases appointed per month. Each additional case above ten shall incur a fee of \$300.00 per appointed case. The base assumption for these figures is that a regular court calendar will be held one day per month, as well as two arraignment calendars and jury call calendar per month, all at the Issaquah District Court. In the event that the Court adds additional day or days, the compensation shall be increased by \$350.00 for each additional one-half day calendar and \$600.00 for each additional full day calendar.
 - b. **Unscheduled Calendars**, where the Court requires defense counsel to appear and represent in custody defendants at arraignment and other hearings on short notice will result in an additional fee of \$180.00. Jury trial before the District Court and appeals from District Court shall incur an additional \$800.00. Jury trials include any matter set for trial where a jury is impaneled or the case is dismissed subsequent to jury call.
 - c. Appeals in which a brief is filed shall incur a fee of \$850.00.
 - d. Transcript preparation, service of process, expert witness, investigator, and any other reasonable costs necessarily incurred in order to provide legal representation under the Standards for Indigent Defense adopted by Supreme Court Order No. 25700-A-1004 are reimbursable costs and not included in the base fees established in Sections 5.A – 5.C, above.
6. **Discovery Provided.** The City shall provide to the Contractor at no cost one copy of all discoverable material concerning each assigned case. Such material shall include, where relevant, copy of the abstract of the defendant's driving record.
 7. **Applicant Screening.** An independent screening process established by the City shall establish indigence for purposes of eligibility for appointed counsel under this Agreement. After a determination of eligibility has been made, Contractor shall advise the City to reconsider such determination in the event that Contractor determines prior to the establishment of the attorney/client relationship that a defendant is not eligible for assigned counsel.
 8. **Attorney Conflict.** In the event that representation of a defendant hereunder raises a conflict of interest such that the Contractor cannot ethically represent the defendant pursuant to the Rules of Professional Conduct for Washington attorneys, said defendant shall be referred back to the City for assignment without cost to a conflict public defender other than Contractor. In addition, nothing in this Agreement shall preclude the Court from assigning other public defense counsel to a defendant in any such case of conflict of interest.

Exhibit 1

9. **Reporting.** The Contractor will complete and submit with its monthly bill a monthly tracking report in the form attached as Exhibit B.

10. **Warranty of Compliance with Standards.** Contractor warrants and certifies that it now satisfies and will continue to satisfy during the term of this Agreement the Standards for Indigent Defense adopted by Supreme Court Order No. 25700-A-1004, and all other standards applicable to public defense in Washington. Contractor shall immediately notify the City if Contractor at any point during the term of this Agreement fails to satisfy such standards. Any such failure by Contractor shall constitute a material breach of this Agreement, entitling the City to immediately terminate this Agreement without further notice.

Exhibit 1

Exhibit 1



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Administrative Services

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input checked="" type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: 2015 contract with Olympic Environmental Resources to manage the City's Recycling Program

Action Required: A motion authorizing the City Manager to sign the 2015 contract with Olympic Environmental Resources.

Exhibits: 1. Contract with Olympic Environmental Resources

Budget: The contract amount totals \$128,233.87. All monies spent on this contract are backed by grant revenues from King County and Washington State.

Summary Statement:

The City contracts with Olympic Environmental Resources (OER) to manage its recycling program. OER runs three residential recycling collection events (one in the spring and two in the fall); one business recycling collection event (typically in the summer) and distributes rain barrels and compost bins on behalf of the City. The City proposes extending the contract with OER into 2015. All costs associated with this program are supported by grant dollars from King County and the State of Washington.

Background:

The City's recycling program has been in operation, with Olympic Environmental Resources (OER) managing the program, for a number of years and is extremely popular with Sammamish residents. The program includes the following:

- **Three Residential Recycling Collection Events** – OER runs one residential recycling collection event in the spring (typically in March) and two in the fall (typically in September and October) for a total of three residential recycling events. Residents can dispose of the following materials for recycling at these events: used tires, used anti-freeze, used lead acid batteries, used household batteries (alkaline), used petroleum-based products, used oil filters, and used motor oil, bulky yard waste (large material only), scrap wood, (yard debris and scrap wood will be collected only in the spring), appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals (appliances and scrap metal will be collected only in the fall), electronic equipment, cellular phones, TV sets, computer



City Council Agenda Bill

- equipment, textiles, Styrofoam, mattresses, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks and other materials whenever practical. User fees will apply to the collection of some materials. OER may work with the Washington Materials Management and Financing Authority (WMMFA) to collect and recycle televisions, CPUs (computers), computer monitors, and laptop computers or refer residents to state E-cycle sites.
- **One Business Recycling Collection Event** – To address the situation that many Sammamish businesses have of keeping/storing recyclable materials, OER will run a business recycling collection event on a weekday in the late summer. This business event allows for the collection of recyclables that would otherwise not be collected. Many small businesses do not generate enough of a particular material to retain a service provider, so they store the material until such time as they can dispose of it.

Rain Barrel/Compost Bin Distribution – The City will support recycling programs by distributing recycle content rain barrels, compost bins, or worm bins to City residents through its contact with OER. OER will work to promote the distribution to City residents and may distribute the units at City Recycling Collection Events or through a “virtual sale” via the City web site for home delivery.

Financial Impact:

The contract with Olympic Environmental Resources for 2015 totals \$128,233.87. All monies spent on this contract are backed by grant revenues from King County and Washington State.

Recommended Motion:

A motion authorizing the City Manager to sign the contract with Olympic Environmental Resources to operate the City’s recycling program in 2015.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Paul Devine, Olympic Environmental Services

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Paul Devine, Olympic Environmental Services, hereinafter referred to as the "Consultant."

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "___"

A sum not to exceed \$128,233.87

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 January 1, 2015 execution and ending December 31, 2015, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

Exhibit 1

fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

Exhibit 1

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

Company Name Olympic Environmental Resources
Contact Name Paul Devine
Street Address 4715 SW Walker St
City, State Zip Seattle, WA 98116
Phone Number 206-938-8262
Email PaulDevine@msn.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By:  _____

Print Name: _____

Print Name: Paul M Devine

Title: City Manager

Title: General Manager

Date: _____

Date: November 6, 2014

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A – SCOPE OF SERVICES

This Scope of Work is intended to detail the Consultant's services and responsibilities in implementing City of Sammamish Recycling Projects in 2015. The Consultant will implement three Residential Recycling Collection Events, one Business Collection Event, and Barrel/Bin Distribution. Activities will begin after January 1, 2015 in accordance with grant guidelines. The proposed projects include:

Three Residential Recycling Collection Events

One residential Recycling Collection Event will be scheduled for spring (March) and two will be scheduled for the fall (September, October) of 2015 for a total of three events. At the events the following materials will be collected and recycled: used tires, used anti-freeze, used lead acid batteries, used household batteries (alkaline), used petroleum-based products, used oil filters, and used motor oil, bulky yard waste (large material only), scrap wood, (yard debris and scrap wood will be collected only in the spring), appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals (appliances and scrap metal will be collected only in the fall), electronic equipment, cellular phones, TV sets, computer equipment, textiles, Styrofoam, mattresses, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks and other materials whenever practical. User fees will apply to the collection of some materials. OER may work with the Washington Materials Management and Financing Authority (WMMFA) to collect and recycle televisions, CPUs (computers), computer monitors, and laptop computers or refer residents to state E-cycle sites.

One Business Recycling Collection Event

To address the situation that many Sammamish businesses have of keeping/storing recyclable materials, the Consultant will implement a Sammamish Business Collection Event. The purpose will be to allow for the collection of recyclables that would otherwise not be collected. Many small businesses do not generate enough of a particular material to retain a service provider, so they store the material. Other businesses generate materials that there are not service providers readily available. To help City businesses recycle more material, the Consultant will implement a one-day event on a weekday to collect and recycle a variety of materials from Sammamish businesses in a central City location.

Rain Barrel/Compost Bin Distribution

The City will support recycling programs by distributing recycle content rain barrels, compost bins, or worm bins to City residents. The units each divert plastic material from the waste stream when produced. The number of units distributed will be based on the size and quality of the items selected. OER will work to promote the distribution to City residents and may distribute the units at City Recycling Collection Events or through a "virtual sale" via the City web site for home delivery.

The Consultant will provide professional management for implementation of all projects. The Consultant wishes to involve the Sammamish City staff at the level most comfortable for the City. The Consultant will meet with the City of Sammamish staff at any time during the project for updates on activities or will pursue activities independently if desired by the City.

The project budget will incorporate the City of Sammamish grant funds available from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology. The specific project activities to be carried out by the Consultant are detailed in the grant scopes of work. Estimated 2015 grant funds available total \$128,233.87 (see below). The Consultant will cover project expenses as they arise, such as the costs of printing and vendor services. The Consultant will then request reimbursement of staff time and expenses on a monthly basis with thirty-day payment terms. The Consultant will assist the City in requesting reimbursement for these costs from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology on a project basis. The amount spent on these activities shall not exceed the amount of grant money awarded.

Exhibit 1

The Consultant's goal is to conduct events with very limited City staff time and no City cost. However, there are a number of "official acts" necessary for the City to bring the program on line:

- Sign necessary grant agreements.
- Keep OER informed of any changes made to grant agreements.
- Reimburse OER for staff time and expenses from grant funding.

2015 Sammamish Grants

The City of Sammamish is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on the projects listed above. The City has applied for the following:

- The King County Waste Reduction and Recycling Grant Program. Grant total \$50,556.00
- The King County Health Department Local Hazardous Waste Management Plan Grant. Grant total \$16,677.87
- The Washington State Department of Ecology Coordinated Prevention Grant. Grant total \$61,000 (estimate).

TOTAL: \$128,233.87

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 18, 2014

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: Residential Retention Pond Mowing

Action Required: Authorize the City Manager to enter a contract with Plantscapes, Inc. in an amount not to exceed \$ 220,000.00 for residential retention pond mowing.

Exhibits: 1. 2015-Plantscapes, Inc.-Residential Retention Pond Mowing Contract including the Scope of Work

Budget: This contract is funded through the Surface Water Maintenance Fund (408-000-531-35-41-00). There is \$630,000 available in the adopted 2015 budget, \$220,000 of which is allocated for pond mowing services.

Summary Statement

The Public Works Department recommends that the City Council authorize the City Manager to execute a contract renewal with Plantscapes, Inc. for pond mowing services.

Background:

Historically, the City has contracted with King County to provide pond mowing services. The City's National Pollution Discharge Elimination System (NPDES) permit requires the City to maintain annual vegetation control in and around our surface water ponds. In the past King county has been able to mow approximately 150 City ponds for approximately \$220,000. King County was not able to complete the required vegetation control in all the City ponds; the work has been supplemented by City crews. Due to cutbacks, King County is no longer able to perform these services for the City.

For 2014 the City requested proposals from nine contractors utilizing the City's Shared Procurement Portal. Plantscapes, Inc. was the low bidder at \$0.03 per square foot of mowing. Plantscapes was able to mow all of the City ponds (more than double what King County crews were able to accomplish in a year). Contracting the retention pond mowing and vegetation control was very successful in its inaugural year 2014.

This renewal is the first of two (2) allowed in the 2014 Residential Retention Pond Mowing contract.



City Council Agenda Bill

Financial Impact:

The adopted 2015 surface water maintenance budget has \$630,000 under Professional Services, \$220,000 of which is allocated for storm pond mowing services. Account: (408-000-531-35-41-00).

Recommended Motion:

Authorize the City Manager to execute a contract with Plantscapes for an amount not-to-exceed \$220,000 for pond mowing services.



SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between: City of Sammamish and Plantscapes Inc.
Project: Residential Retention Pond Mowing
Commencing: January 1, 2015
Terminating: December 31, 2015
Amount: Not to exceed \$ 220,000.00 plus WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Plantscapes, Inc, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Residential Retention Pond Mowing and

WHEREAS, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

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

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

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

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

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

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

7. Prevailing Wages/Prevailing Wages

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

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

10. Termination.

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. Duration. This contract may be renewed at the City's option for one (1) additional one year term. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

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

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

TO CITY:

City of Sammamish, and
Department of Public Works

Contact Name: Martin Bohanan

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: mbohanan@sammamish.us

TO CONTRACTOR:

Contractor:
Plantscapes, Inc.

Contact Name: Dustin Madden

Street Address: 1127 Poplar Place

City, State, Zip: Seattle, WA 98144

Phone: (206) 623-7100

Contact email: dustinmadden@plantscapes.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR, WASHINGTON

By: Terry Poon

Title: Pres

Date: 11/13/14

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

Residential Retention Pond Mowing Services shall be completed as described below:

1. Responsibilities

- a. The Vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform Residential Retention Pond Mowing Services as specifically outlined in this section.
- b. Vegetation in the retention pond facility is to be rough mowed to a height of 4 inches.
- c. Clearing of vegetation at the base of pond fences is to be done by line trimming or other hand held tools or equipment. Fence clearing is to be performed on both the interior and exterior side of the pond fence at or below the 4" mowing height. Also to be line-trimmed at the 4" mowing height or below are perimeters around trees, posts, large rocks or boulders, and other facility features such as man holes, spillways, retaining walls, access roads and bollards.
- d. Work not included in this contract includes, but is not limited to cutting of saplings and established brush over 1" in diameter at the mowing height of 4 inches.
- e. All fieldwork shall be performed under the supervision of a qualified supervisor. Operators shall be licensed for any functions that might require a license, including, but not limited to, Traffic Control Flagging.
- f. The Vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.
- g. Any vendor having employees working on or near a street shall comply with City of Sammamish and Washington State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.
- h. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.

- i. The Contract Administrator or appointed representative shall inspect work performed by the Vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the Vendor. Notification may be verbal or written. The City may choose to:
 - i. Require the vendor to rectify the deficiency within 24 hours and/or,
 - ii. Collect liquidated damages as specified in the Contract.
- j. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.
- k. Smoking shall not be permitted in any City Building or on City grounds.
- l. The Vendor shall be issued necessary gate access key set(s). In no case shall the vendor make duplicates of any City keys.
- m. The Vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.
- n. The Vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract).
- o. Emergencies shall be reported to the Police/Fire Communications Center, (call 911).
- p. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect members of the public from injury. It is the Vendor's responsibility to provide close supervision of pond mowing operations and management of the work sites.
- q. Incidents, altercations or accidents involving facility visitors, Vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the Vendor describing the incident or accident.
- r. The Vendor shall replace, at the Vendor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from the Vendor's mowing operations.

- s. The contractor will send in writing a weekly list of all ponds mowed the previous week. The list will include all ponds mowed and the square-foot area mowed for each pond mowed. The method of determining or verifying the square foot area mowed shall be mutually agreed upon prior to commencing the work.

2. Waste/Materials Disposal

Cuttings generated during pond mowing are to be left in place.

3. Litter and Garbage

Litter and Garbage is to be collected at each site and properly disposed by the Vendor. No waste material is to be deposited at any City owned site. Any discarded or dumped items larger than automobile and truck tires shall be removed and disposed by the City.

4. Price

Price for the services shall be invoiced at the bid price of \$ 0.03 per square foot mowed.

5. Measurement of the Area Mowed

The area mowed shall be measured by a method to be agreed upon by the City and the Contractor. Where the List of Residential Ponds to be Mowed indicates a Mow Sq. Ft. that area shall be confirmed by the same method.

6. Documentation

Full documentation of the area measurement for each pond mowed shall be submitted with the invoice for mowing that pond.

7. 2015 List of Residential Ponds to be Mowed

The 2015 List of Residential Ponds to be mowed is a working document in .xls format. The City will maintain the list and transmit additions, corrections and further comments as needed during the duration of the contract.

8. Completion of work

Pond mowing is to begin as soon as possible following notice to proceed. Mowing of all ponds is to be completed by September 30, 2015.

9. Additional Retention Pond Vegetation Control

Additional vegetation control in the retention ponds may be requested following the mowing. Rates to be paid per crew day are:

- a. 2 man crew, 10hr day \$1050.00
- b. 2 man crew, 8hr day \$840.00
- c. 4 man crew, 10hr day \$2100.00
- d. 4 man crew 8hr day \$1680.00

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND

Bond is not required for Residential Retention Pond Mowing contract

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

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

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

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

WITNESS our hand the _____ day of _____ 20 _____

PRINCIPAL _____ SURETY _____

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

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

Exhibit 1



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Parks and Recreation

Clearances:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input checked="" type="checkbox"/> Parks & Recreation |
| <input checked="" type="checkbox"/> Attorney | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Police |
| <input checked="" type="checkbox"/> Admin Services | <input type="checkbox"/> Fire | <input checked="" type="checkbox"/> Public Works |

Subject: Contract for Electrical Services for City Parks and Facilities

Action Required: Authorize the City Manager to execute a contract with Sequoyah Electric LLC for electrical repair and maintenance services.

Exhibits: 1. Contract and Scope of Work

Budget: \$47,000 is allocated in the 2015 Parks Resource Management Budget for contracted maintenance and repair services. \$30,000 is allocated in the 2015 Facilities Budget for electrical maintenance and repair services.

Summary Statement:

The City of Sammamish desires to enter into a contract for electrical repair and maintenance services with Sequoyah Electric, LLC. The contract scope will be for electrical services for any city project or purpose. This contract is available for use by all City Departments.

A Request for Proposals (RFP) was issued in November 2013 for electrical services. Sequoyah Electric was selected as the lowest responsive bidder through a competitive bid selection process using the eCityGov Shared Works Roster. Per the original RFP, this contract may be renewed at the City’s option for up to two (2) additional one-year terms. This is the first renewal of this contract.

The proposed contract amount for 2015 is not-to-exceed \$45,000 plus w.s.s.t. There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the contractor on an as needed basis and billed to the respective maintenance or project line item.

This contract will support all park and City buildings including City Hall, the Beaver Lake Lodge, the Beaver Lake Maintenance Shop, the Sween House, Big Rock Park House, the Recreation Center, and the Maintenance and Operations Center. Although the Sween House and the Recreation Center are leased facilities, maintenance of a portion of the electrical systems at both facilities is the responsibility of the City.



City Council Agenda Bill

Background:

As the list of city owned facilities has grown, so too has the need for electrical services and repairs. The City has entered into a variety of contracts and found this contracting method to be very effective, especially as maintenance needs are often uncertain.

This contract will be utilized for all City facilities and repair and service calls will be scheduled as needed throughout the year.

Financial Impact:

The requested authorization amount is not-to-exceed \$45,000.00 plus w.s.s.t.

Recommended Motion:

Authorize the City Manager to execute a contract for an amount not-to-exceed \$45,000.00 plus w.s.s.t. with Sequoyah Electric, LLC for electrical maintenance and repair services.



SMALL PUBLIC WORKS SERVICE CONTRACT

Between: City of Sammamish and Sequoyah Electric, LLC
Project: Electrical Services for City Parks and Facilities
Commencing: January 1, 2015
Terminating: December 31, 2015
Amount: Not To Exceed \$45,000.00 plus w.s.s.t.

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Sequoyah Electric, LLC, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Electrical Services for City Parks and Facilities and

WHEREAS, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

- 1. Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.
- 2. Contract Documents.** The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

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

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

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

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

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

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

7. Prevailing Wages/Prevailing Wages

~~7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".~~

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements,** the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the

rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

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

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

10. Termination.

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. Duration. This contract may be renewed at the City's option for up to one (1) additional one year term. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

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

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

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

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

TO CITY:

City of Sammamish, and
Department of Parks and Recreation

Contact Name: Mike Keller

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 952-2122

Contact email: mkeller@sammamish.us

TO CONTRACTOR:

Contractor:
Sequoyah Electric, LLC

Contact Name: Chris Nichols

Street Address: 15135 NE 92nd Street

City, State, Zip: Redmond, WA 98052

Phone: 425-814-6000

Contact email: chris.nichols@sequoyah.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

CONTRACTOR, WASHINGTON

By: David S. Michael

Title: Executive Chairman

Date: 2014/11/21

Attest/Authenticated:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

City of Sammamish

November 19, 2014

Attn: Mike Keller

Labor Rates:

Day Shift Labor with mark up included and with a service van for the JW, Foreman, and General Forman.	JW	APPR	FM	GF
Straight Time	\$91.30	\$79.60	\$99.00	\$104.71
Overtime	\$136.95	\$119.40	\$148.50	\$157.06
Double-Time	\$182.60	\$159.20	\$198.00	\$209.42

Markups: The following markups will apply.

- Profit @ 5%
- Overhead @ 15%
- Tools larger than \$200.00.
- Equipment.
- Material.
- Rentals.
- Subs.
- Reimbursable.

Reimbursable: The following is the list of cost items that are considered reimbursable expenses:

- Engineering.
- Direct labor and supervision cost including burden, including project managers and shop labor if required.
- Materials at list.
- Equipment, supplies, & consumables.
- Subcontractors, if applicable.
- Equipment rental fees.
- B&O Tax & Washington State Tax.
- Boom trucks and man lifts.
- Warehouse Deliveries.
- Courier services, freight and delivery.
- Permit.

Exclusions:

- Engineering. TBD
- Washington sales taxes.

Clarification:

- Our labor rates are subject change do to union labor rate increases per the union labor contract, any raises in rates will be given in writing prior to the increase.
- Our quote is good for 90 days and conditioned on a mutually agreeable contract and schedule.
- Project will have an electrical permit that will be inspected by the governing local electrical jurisdiction.
- One year warranty on Sequoyah supplied materials and labor.

Thank you for considering Sequoyah Electric. We look forward to working with you on this project. If you have any questions or need additional information, please do not hesitate to call or email me.

Don Lopata

Sequoyah Electric, LLC
15153 NE 92nd Street
Redmond, WA 98052

Direct	425.814.5864
Fax	425.814.6001
Cell	206.793.4956

don.lopata@sequoyah.com

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 47-0898645 Social Security No.: _____

Print Name: David E. Nichols

Title: Executive Chairman

Business Name: Sequoyah Electric, LLC

Business Address: 15135 NE 92nd St., Redmond, WA 98052

Business Phone: 425-814-6000

2014/11/21
Date

David E. Nichols
Authorized Signature (Required)

Exhibit 1



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Public Works

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Rec
 Police
 Public Works

Subject: As needed Enterprise GIS Support Services

Action Required: Authorize the City Manager to execute a two year contract with Spatial Development International, LLC for an amount not to exceed \$70,000 to provide enterprise GIS support services.

Exhibits: Agreement for Services - Spatial Development International, LLC

Budget: \$70,000 out of the various Professional Services budgets in the adopted 2015-16 Surface Water Management Fund, Street Fund, and Technology Replacement Fund.

Summary Statement:

The Public Works Department is seeking the services of Spatial Development International, LLC to assist staff with various Enterprise GIS tasks. City staff does not have the necessary experience or availability to perform this work.

Background:

Specialty contracts such as this one provide staff with the ability to assign the work on an as needed basis. The ability to bring in experienced and specialized resources on an as-needed basis is an efficient model that provides results while minimizing costs. The City has benefited notably by utilizing the skills available from the staff at Spatial Development International. The complexity of the planned and anticipated work requires the experience and continued use of professional assistance.

Financial Impact:

The cost of this work is included in the adopted budget for the associated programs and is an anticipated expense. However, only the services required will actually be utilized.

Recommended Motion:

Authorize the City Manager to execute a two year contract with Spatial Development International, LLC for an amount not to exceed \$70,000 to provide on-call enterprise GIS support services.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Spatial Development International, LLC

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Company Name, 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 \$70,000

Other (describe): _____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2016, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

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.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

Exhibit 1

8. **Record Keeping and Reporting.**

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

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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:

Jeff Brauns
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0561
Email: jbrauns@sammamish.us

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

Company Name Spatial Development International, LLC
Contact Name Todd Slind
Street Address 2208 NW Market St, Suite 202
City, State Zip Seattle, WA 98107
Phone Number 206-369-0977
Email tslind@spatialdev.com

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

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

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

By: _____

Print Name: _____

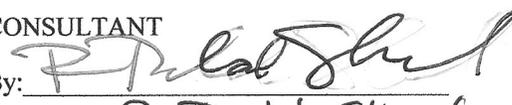
Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONSULTANT

By: 

Print Name: R. Todd Slind

Title: PRINCIPAL

Date: 21 November 2014

Approved As To Form:

City Attorney

**EXHIBIT A
SCOPE OF WORK**

ON-CALL ENTERPRISE GIS SUPPORT SERVICES

SPATIAL DEVELOPMENT INTERNATIONAL

General Scope of Work

The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the products, services, and other deliverable item(s) requested by the CITY.

The CITY is not obligated to assign any specific number of tasks to the CONSULTANT, and the CITY'S and CONSULTANT'S obligations hereunder are limited to the tasks assigned in writing. The CITY may require the CONSULTANT to perform all work on a project, or act as part of a team by performing only a portion of the project work. Task assignments may include, but are not limited to the following types of work:

- Enterprise GIS Support including, but not limited to:
 - ArcGIS Server Implementation
 - Geodatabase needs, assessment, and implementation
- Other related work requested by the CITY

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

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

Authorization of Work

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

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

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

The CITY will review and approve the CONSULTANT'S submittal for any work requested, or at the CITY'S option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If, after work has begun, the CONSULTANT cannot meet the agreed schedule or cost, the CONSULTANT shall immediately notify the CITY. Authorization of additional time or cost for approved work will be at the sole option of the CITY and will be made in writing. New

Exhibit 1

budgets for any new requests or extensions of previous work will be approved in writing by the CITY prior to beginning new work.

Work may begin when the Notice to Proceed is sent to the CONSULTANT by the CITY, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.

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: **Spatial Development International, LLC**

Mailing Address: 2208 NW Market St, Suite 202, Seattle, WA 98107

Telephone: 206-369-0977

Email Address: tslind@spatialdev.com

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



EXHIBIT D

2014-2015 Rate Sheet

Labor Category	2014-2015 Rate
Principal Architect	\$ 175
Principal Program Manager	\$ 175
Project Manager	\$ 140
User Experience Designer	\$ 155
Senior Software Developer	\$ 145
Senior Geospatial Technologist / DBA	\$ 135
Software Developer	\$ 135
Geospatial Analyst	\$ 110
Jr. Software Developer	\$ 110
Jr. Database Developer	\$ 95
Jr. Geospatial Analyst	\$ 75
Ops	\$ 135

Exhibit 1



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Public Works

Clearances:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Attorney | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Police |
| <input type="checkbox"/> Admin Services | <input type="checkbox"/> Fire | <input checked="" type="checkbox"/> Public Works |

Subject: 2015-16 Geotechnical On Call Contract

Action Required: Authorize the City Manager to execute a two year contract with HWA Geosciences for an amount not to exceed \$200,000 to provide on-call geotechnical engineering services

Exhibits: Agreement for Services – HWA GeoSciences Inc.

Budget: \$200,000 out of the various project budgets in the adopted 2015-16 Transportation Capital Improvement Fund and in the Street Maintenance Pavement Management Budget.

Summary Statement

The Public Works Department is seeking the services of HWA Geosciences Inc. to assist staff in performing material testing and quality control during the 2015-16 construction seasons. The services of HWA Geosciences will primarily be used for the 2015 and 2016 Pavement Overlay Program. They may also be used to provide geotechnical engineering and material testing support for other projects or tasks citywide.

Background

Specialized task oriented contracts provide staff with the ability to assign the work on an as needed basis. The ability to bring in experienced and specialized resources on an as-needed basis is an efficient model that provides results while minimizing costs. The City does not have the equipment or expertise to test the various materials used during roadway construction projects. The extra resources available through this on-call agreement assist staff in delivering high quality final projects.

Financial Impact:

The cost of this work is included in the adopted budget for this task and was an anticipated expense. Only the expenditures required will be utilized.

Recommended Motion:



City Council Agenda Bill

Authorize the City Manager to execute a two year on-call contract with HWA Geosciences Inc. for an amount not to exceed \$200,000 to provide on-call geotechnical engineering services.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: HWA GeoSciences Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Company Name, 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 \$200,000

Other (describe): _____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2016, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

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.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

Exhibit 1

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

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

Company Name	<u>HWA GeoSciences Inc.</u>
Contact Name	<u>Steve Greene</u>
Street Address	<u>21312 30th Dr SE, Ste 110</u>
City, State Zip	<u>Bothell, WA 98021</u>
Phone Number	<u>425-774-0106</u>
Email	<u>SGreene@hwageo.com</u>

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

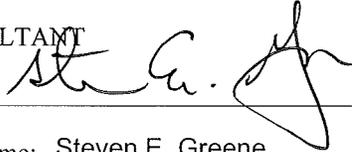
The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

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:  _____

Print Name: _____

Print Name: Steven E. Greene

Title: City Manager

Title: Principal

Date: _____

Date: November 21, 2014

Attest/Authenticated: _____

Approved As To Form: _____

City Clerk

City Attorney

EXHIBIT A – SCOPE OF SERVICES

General Scope of Work

The work under this AGREEMENT shall consist of performing services related to HWA Geosciences Inc., as herein defined and necessary to accomplish individual tasks (“Task Orders”) issued by the City of Sammamish. The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment and incidentals, except as designated elsewhere in the AGREEMENT or Task Order, necessary to prepare and deliver to the CITY the assigned work.

The City is not obligated to assign any specific number of tasks to the CONSULTANT, and the CITY’s and CONSULTANT’s obligations hereunder are limited to the tasks assigned in writing. The Task Orders may include, but are not limited to the following work:

Material Testing for:

- 2015 Pavement Overlay Program
- 2016 Pavement Overlay Program

On-Call geotechnical design and analysis; peer review; and other similar items of work.

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

Authorization of Work

Work requested by the CITY shall be issued in writing. The request by the CITY should include the following information:

- Task order title
- Scope of work
- Specific deliverables
- Schedule
- Cost
- Due Date

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 91-1142610

Social Security No.: _____

Print Name: Steven E. Greene

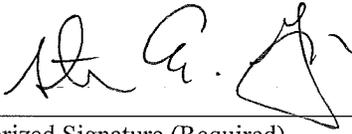
Title: Principal

Business Name: HWA GeoSciences Inc.

Business Address: 21312 30th Dr SE, Ste 110, Bothell, WA 98021

Business Phone: 425-774-0106

November 21, 2014
Date



Authorized Signature (Required)

HWA GEOSCIENCES INC.2015 HOURLY AND BILLING RATES
(Effective 01/01/2015)

EMPLOYEE	TITLE	HOURLY RATE		Overhead 1.75	Fixed Fee 30%	Billing Rate
Sa Hong	Principal IX	\$72.00	*	\$126.00	\$21.60	\$219.60
Ralph Boirum	Principal IX	\$72.00	*	\$126.00	\$21.60	\$219.60
Arnie Sugar	Principal VIII	\$72.00	*	\$126.00	\$21.60	\$219.60
Steve Greene	Geologist VII	\$55.53		\$97.18	\$16.66	\$169.37
Bryan Hawkins	Geotechnical Engineer VI	\$50.96		\$89.18	\$15.29	\$155.43
Donald Huling	Geotechnical Engineer V	\$49.52		\$86.66	\$14.86	\$151.04
JoLyn Gillie	Geotechnical Engineer IV	\$41.35		\$72.36	\$12.41	\$126.12
Brad Thurber	Geologist V	\$32.21		\$56.37	\$9.66	\$98.24
Vasiliy Babko	Contracts Administrator	\$30.29		\$53.01	\$9.09	\$92.38
Jessica Herrera	Lab/Field Technician II	\$26.00		\$45.50	\$7.80	\$79.30
Sandybell Ramos	Geotechnical Engineer II	\$27.88		\$48.79	\$8.36	\$85.03
Tori Hesedahl	Geotechnical Engineer II	\$26.44		\$46.27	\$7.93	\$80.64
Scott Johnson	Lab/Field Technician II	\$24.00		\$42.00	\$7.20	\$73.20
Daniel Coltrane	Geologist II	\$23.32		\$40.81	\$7.00	\$71.13
Bret Salazar	Geologist I	\$23.50		\$41.13	\$7.05	\$71.68
Kimberly Stilson	Geologist I	\$23.00		\$40.25	\$6.90	\$70.15
Elizabeth Kinney	CAD	\$22.07		\$38.62	\$6.62	\$67.31
Christiana Fisk	Administrative Support	\$20.82		\$36.44	\$6.25	\$63.50
Daniel Walton	Lab/Field Technician I	\$19.00		\$33.25	\$5.70	\$57.95
Jacob Thurber	Lab/Field Technician I	\$15.00		\$26.25	\$4.50	\$45.75
Adam Chidester	Lab/Field Technician I	\$12.50		\$21.88	\$3.75	\$38.13

Notes: * Represents Capped Billing Rate

Labor Escalation - Consultant and City may negotiate new rates for the 2016 calendar year to account for inflation.



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 18, 2014

Originating Department: Parks and Recreation

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Community Sports Field Turf Maintenance

Action Required: Authorize the City Manager to execute a contract with The Brickman Group Ltd, LLC to provide sports turf maintenance at the Eastlake High School and Skyline High School Community Sports Fields.

Exhibits: 1. Contract

Budget: \$338,800 is allocated in the adopted 2015 Parks Resource Management Budget for Professional Services.

Summary Statement:

As outlined in the partnership agreement between the City and the Issaquah School District and the Lake Washington School District, the City shall schedule and provide maintenance at the community sports fields. Maintenance of the community sports fields was identified in the 2015-16 budget to be performed by contract.

Brickman Group Ltd, LLC is the current contractor for Sports Turf Maintenance at Eastlake High School and Skyline High School Community Sports Fields. Brickman was the successful bidder for the 2014 contract. Brickman has provided this service to the City in 2014 and previous years. This is the first of three (3) renewals allowed in the current contract. The compensation may be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

Background:

Since opening the community sports fields (Skyline in 2005 and Eastlake in 2006 and 2013), maintenance of these fields has been provided by contract.

In addition to the base contract, approval of a management reserve in the amount of \$5,000 is being requested to cover additional maintenance services that may be needed throughout the year. Additional sports turf maintenance may be required during heavy use (i.e. tournament play), following a serious weather event, or when minor repairs are needed. Additional sports turf maintenance services are processed through a discretionary work order form.



City Council Agenda Bill

Financial Impact:

The requested authorization amount is \$74,372.63. This includes a contract with The Brickman Group Ltd, LLC for sports turf maintenance in the amount of \$69,372.63. The additional amount of \$5,000 is a management reserve to be used by written authorization to cover maintenance services as needed for unexpected turf or equipment repair.

Recommended Motion:

Authorize the City Manager to execute a contract with The Brickman Group Ltd, LLC for \$69,372.63 to provide sports turf maintenance at the community sports fields plus a management reserve fund in the amount of \$5,000 for a total contract not to exceed \$74,372.63.



SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between: City of Sammamish and The Brickman Group Ltd, LLC
Project: Community Sports Field Maintenance
Commencing: January 1, 2015
Terminating: December 31, 2015
Amount: \$63,354.00 plus WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and The Brickman Group Ltd, LLC (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Community Sports Field Maintenance and

WHEREAS, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

Exhibit 1

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

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

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection

Exhibit 1

with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

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

7. Prevailing Wages/Prevailing Wages

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

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Exhibit 1

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

10. Termination.

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

Exhibit 1

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

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

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

Exhibit 1

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

TO CITY:

City of Sammamish, and
Parks and Recreation Department

Contact Name:
Mike Keller

Street Address:
801 228th Avenue SE

City, State, Zip:
Sammamish, WA 98075

Phone:
(425) 952-2122

Contact email:
mkeller@sammamish.us

TO CONTRACTOR:

Contractor:
The Brickman Group Ltd, LLC

Contact Name:
Larri Werner

Street Address:
9430 195th Ave NE

City, State, Zip:
Redmond, WA 98053

Phone: (425) 883-8838

Contact email:
Larri.werner@brickmangroup.com

CITY OF SAMMAMISH, WASHINGTON

By: _____

Title: _____

Date: _____

Attest/Authenticated:

City Clerk

CONTRACTOR, WASHINGTON

By: 

Title: Account Manager

Date: 11/5/14

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform sports turf maintenance services as specifically outlined in this section.
2. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.
3. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.
4. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:
 - a. Require the vendor to rectify the deficiency within 24 hours and/or,
 - b. Collect liquidated damages as specified in the Contract.
5. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.
6. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.
7. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.
8. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.
9. Smoking shall not be permitted in any City Building or on City grounds.
10. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.

Exhibit 1

11. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.
12. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).
13. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park visitors from injury. It is the vendor's responsibility to provide close supervision of landscape maintenance operations and management of the work sites.
14. Incidents, altercations or accidents involving facility visitors, vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.
15. The vendor and his/her employees shall ensure that the mechanical sweeper and brush units used for maintaining the synthetic turf fields are in proper working condition at all times. The vendor shall not perform repair work on City equipment without the permission of the Contract Administrator.
16. The vendor and his/her employees shall be required to return soccer goals and lacrosse goals to their respective storage locations.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment to perform sports turf maintenance services as specifically outlined in this section.
2. The vendor shall provide the utility vehicle necessary for operating the sweeper and brush units used on the synthetic turf fields.
3. The City shall furnish the mechanical sweeper and brush units. The vendor shall ensure the sweeper and brush units are in good working condition for the duration of the contract. All repairs and replacement of parts are subject to approval of the Contract Administrator.
4. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.

Exhibit 1

5. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.

C. Waste/Materials Disposal

1. The vendor shall select his/her own sites for disposal of trash, debris, and unsuitable materials collected under the conditions of the contract. In no case shall trash, debris, or unsuitable materials be disposed upon City property or any property contiguous thereto.
2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.
3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Park Locations

1. Eastlake High School Community Sports Fields, 400 228th Ave NE
2. Skyline High School Community Sports Fields, 1122 228th Ave SE

E. Daily Sports Turf Maintenance Tasks

1. Daily service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am at both parks. Machinery (i.e. blowers) **are not** allowed before 7:00 am. Daily service occurs five times per week.
2. Perform a field inspection. Walk entire field looking for safety issues, broken glass, gum, field seam issues, and wear spots needing additional rubber (rubber provided on site by the City). Report all safety issue findings to the Contract Administrator immediately.
3. Add rubber in wear spots utilizing a push broom.
4. Quick couplers are provided around the perimeter of the fields for field washing requirements (quick coupler operation will be supervised by City staff and keys shall be provided by the City).
5. Clean any spots on the field where needed (litter, gum removal, soda spills, sunflower seeds, etc.)

Exhibit 1

6. Sweep bleachers, and area around and under bleachers, dugouts, plazas etc.
 7. Empty all waste receptacles and replace liners at each site. There are approximately six to ten waste receptacles at each site.
 8. Unlock all field gates - Gate openings shall be timed with field maintenance activities.
 - a. Eastlake High School Fields 1 & 2: 2 dugouts, 1 pedestrian field gate, and 2 pedestrian restroom gates.
 - b. Eastlake High School Field 3: 2 pedestrian gates.
 - c. Skyline High School Fields 1 & 2: 2 pedestrian gates.
 9. At Skyline High School Fields 1 & 2 and Eastlake High School Field 3 only: Move the soccer and lacrosse goals off of the field of play and to their respective storage locations each morning.
 10. At Eastlake High School Field 3: Prepare/Repair the clay game pitcher's mound and the clay visitors' bullpen pitcher's mound and cover each one with a weighted tarp.
 11. Check the nets on all goals and replace/repair any damaged nets.
 12. Check the base plugs on all fields and replace/repair any damaged plugs.
 13. Notify the Contract Administrator of missing or damaged tools, equipment or supplies such as tamp, rakes brooms, base plugs, nets, goals, tarps or a shortage of rubber crumb or sand.
- F. Weekly Sports Turf Maintenance Tasks
1. Weekly service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am. Machinery (i.e. blowers) **are not** allowed before 7:00 am. Weekly service occurs one time per week. The vendor shall establish a work schedule for weekly maintenance on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator.
 2. Utilizing a utility vehicle with turf tires (vendor provided) or City approved vehicle with turf tires, slowly sweep the fields bi-directionally to remove all debris with a field sweeper (City provided). Vehicle shall be transported to the site; no on-site storage shall be permitted.
 3. Blow off all hard surfaces.

Exhibit 1

4. Remove any organic debris on the field not picked up by the sweeper by use of a blower or hand work (leaves, seeds, fir needles, etc.)

G. Monthly Sports Turf Maintenance Tasks

1. Monthly service tasks are to occur Monday thru Friday between 6:00 am and 9:00 am. Machinery (i.e. blowers) **are not** allowed before 7:00 am. Monthly service occurs one time per month. The vendor shall establish a work schedule for monthly maintenance on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed approximately every four weeks.
2. Utilizing a utility vehicle with turf tires (vendor provided) or City approved vehicle with turf tires slowly broom (City provided) the field bi-directionally to fluff the artificial fibers and redistribute the top layer of rubber crumb. Vehicle shall be transported to the site; no on site storage shall be permitted.
3. Clean all field signs with cleaner to remove any debris.

H. On-Call Services

The vendor shall provide an on-call service phone number to handle customer service needs (fields not prepared properly, unsafe field etc.) and emergencies after-hours.



PAYMENT AND PERFORMANCE BOND

BOND IS NOT REQUIRED FOR COMMUNITY SPORTS FILED MAINTENANCE CONTACT

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

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

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

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

WITNESS our hand the _____ day of _____ 20_____

PRINCIPAL

SURETY

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

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

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

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

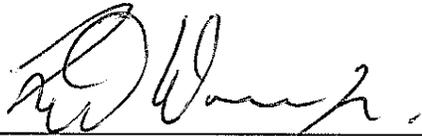
Please check the appropriate category:

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

TIN No.: 46-4190788 Social Security No.: _____

Print Name: Carri werner
Title: Account manager
Business Name: The Brickman Group Ltd, LLC
Business Address: 9430 195th Ave NE Redmond, WA 98053
Business Phone: 425-883-8838

11/5/14
Date


Authorized Signature (Required)



THE BRICKMAN GROUP LTD, LLC DBA THE
THE BRICKMAN GROUP LTD
2270 W CABOT BLVD STE 303
LANHORN PA 19047

FORM BR-100-10-01

100075



STATE OF
WASHINGTON

BUSINESS LICENSE

Foreign Limited Liability Company

Unified Business ID #: 602 527 302

THE BRICKMAN GROUP LTD, LLC DBA THE BRICKMAN GROUP
THE BRICKMAN GROUP LTD
5526 42ND AVE
PUYALLUP WA 98471 3718

Business ID #: 1
Location: 3
Expires: 07-31-2015

TAX REGISTRATION
INDUSTRIAL INSURANCE
NURSERY RETAILER

UNEMPLOYMENT INSURANCE

CITY LICENSES/REGISTRATIONS:

- SHILVEUF GENERAL BUSINESS #064715
- POUNSDO GENERAL BUSINESS
- HEMCASLE GENERAL BUSINESS
- UNIVERSITY PLACE GENERAL BUSINESS
- DUPONT GENERAL BUSINESS #49
- OLYMPIA GENERAL BUSINESS
- FORT DRACARD GENERAL BUSINESS
- LONGVIEW GENERAL BUSINESS #80322
- ROSTON GENERAL BUSINESS
- COVINGTON GENERAL BUSINESS
- KONNEY LAKE GENERAL BUSINESS
- MARYSVILLE GENERAL BUSINESS #2000C01508
- ISSAQUAH GENERAL BUSINESS
- GIG HARBOR GENERAL BUSINESS
- TUMWATER GENERAL BUSINESS
- SAMMAMISH GENERAL BUSINESS

LICENSING RESTRICTIONS:
Not licensed to hire others without a Minor Work Permit.

This document has the regulatory, administrative, and technical information associated with the business license. It is not intended to be a legal document. For more information on the regulations and rules that apply to this business, please refer to the Washington Administrative Code (WAC) and the Washington State Constitution. For more information on the rules that apply to this business, please refer to the Washington State Code of Regulations and the Washington State Code of Laws.

[Signature]
Director, Department of Revenue

STATE OF WASHINGTON

602 527 302 1 X 07-31-2015

THE BRICKMAN GROUP LTD, LLC DBA THE BR
THE BRICKMAN GROUP LTD
5526 42ND AVE E
PUYALLUP WA 98471 3718

- TAX REGISTRATION
- INDUSTRIAL INSURANCE
- NURSERY RETAILER
- UNEMPLOYMENT INSURANCE
- BELLEVUE GENERAL BUSINESS #084715
- POUNSDO GENERAL BUSINESS
- HEMCASLE GENERAL BUSINESS
- UNIVERSITY PLACE GENERAL BUSINESS
- DUPONT GENERAL BUSINESS #49
- OLYMPIA GENERAL BUSINESS
- FORT DRACARD GENERAL BUSINESS
- LONGVIEW GENERAL BUSINESS #05022
- FINEST GENERAL BUSINESS
- ROSTON GENERAL BUSINESS
- COVINGTON GENERAL BUSINESS
- KONNEY LAKE GENERAL BUSINESS
- MARYSVILLE GENERAL BUSINESS #2000C01508
- ISSAQUAH GENERAL BUSINESS
- GIG HARBOR GENERAL BUSINESS
- TUMWATER GENERAL BUSINESS
- SAMMAMISH GENERAL BUSINESS

[Signature]

Director, Department of Revenue

REVISED 06/2015



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 18, 2014

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input checked="" type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: 2015 – Tree Service and Emergency Response Contract

Action Required: Authorize the City Manager to sign a service contract with Swift Tree Care Inc.

Exhibits: 1. Contract

Budget: \$45,000 of the total professional services budgets are allocated for emergency tree services. Total approved professional services budgets where these services would be charged are:

\$140,000 in the 2015 Streets Professional Services fund,
 \$338,800 in the Parks Resources Professional Services fund, and
 \$630,000 in the Surface Water Professional Services fund.

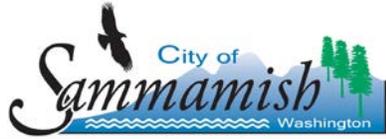
Summary Statement:

The Parks and Recreation and Public Works Departments desire to enter into a contract with Swift Tree Care Inc. for tree services that we do not have the equipment or expertise to complete with in-house staff. Swift Tree Care, Inc. was selected as the lowest responsive and responsible bidder through a competitive bid selection process using the eCityGov Shared Procurement Portal. The proposed contract is for an amount not-to-exceed \$45,000.00 and the duration of the agreement is until December 31, 2015.

This contract will support all City facilities, ROW, parks, stormwater and open spaces.

Background:

From time to time during the year, the City is in need of hazard tree removal services, pruning, limbing, and stump grinding, especially in the aftermath of a serious storm. The City has entered into a variety of service contracts and found that having an established tree service and emergency response contract to be very effective, especially as maintenance needs are often uncertain.



City Council Agenda Bill

Financial Impact:

The requested authorization amount is not-to-exceed \$45,000.00 for the duration of the contract. There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the contractor on an as needed basis and billed as needed.

Recommended Motion:

Authorize the City Manager to execute a contract with Swift Tree Care Inc. for an amount of not-to-exceed \$45,000.00 for tree services.



SMALL PUBLIC WORKS SERVICE CONTRACT

Between: City of Sammamish and Swift Tree Care Inc.
Project: 2015 Tree Service
Commencing: January 1, 2015
Terminating: December 31, 2015
Amount: Not to exceed \$45,000

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Swift Tree Care Inc., (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for 2015 Tree Service and

WHEREAS, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

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

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

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

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

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

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

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

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

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

7. Prevailing Wages/Prevailing Wages

~~7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".~~

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements,** the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and

regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

10. Termination.

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

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

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

17. **Entire Contract/Binding Effect.** This Contract constitutes the entire agreement between the parties hereto.

18. **Modification.** No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

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

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

TO CITY:

TO CONTRACTOR:

Contractor:
Swift Tree Care Inc.

Contact Name: Amy Swift
Street Address: PO Box 434
City, State, Zip: Duval, WA 98019
Phone: (425) 657-0690 *also 425 788-3637*
Contact email: swifttreecare@yahoo.com

3075

ish.us

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: _____
Title
: City Manager
Date
: December 3, 2014

By: *Amy*
Title
: *owner/president*
Date
: *Nov 17, 2014*

Attest/Authenticated:

Approved as to Form:

EXHIBIT A
City of Sammamish

2015 Tree Service Scope of Work / Price Schedule

Scope of Work

A. General Services and Storm Cleanup

Permits for General Services, if required, are the responsibility of the Contractor and may be obtained at Sammamish City Hall, 801 228th Ave. SE, Sammamish, WA 98075

1. Tree Removal
2. Chipping and disposal of all limbs and branches
3. Stump grinding
4. Wood hauling
5. Tree pruning
6. Cleanup of storm damage to include General Services 1. - 5. Service to be available during daylight hours, 5 days per week (Monday through Friday excluding holidays)

B. Emergency Response Service

1. One-hour response time for emergency services including tree removal, chipping and disposal of all limbs and branches and wood hauling. Service to be available 24 hours/day, 7 days/week.

C. Exclusions

The City will be responsible for traffic control where needed.

D. Price Schedule (Washington State Sales Tax not included)

1. General Services \$200.00 per hour.
2. Emergency Response Service \$200.00 per hour.

Co. Name: Swift Tree Care Inc.
Address: PO Box 434
City, State ZIP: Duval, WA 98019
Contact person: Amy Swift
Phone: (425) 657-0690
e-mail swifttreeservice@yahoo.com

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

~~TIN No.:~~ _____ ~~EIN~~ ~~Social Security No.:~~ 46-1888-632

Print Name: Amy Swift

Title: President

Business Name: Swift Tree Care Inc.

Business Address: 30719 NE 130th PL Duvall 98019

Business Phone: 425 788-3637

Date: Nov 17, 2014

Authorized Signature (Required)  BOND No.

EXHIBIT C



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: Supplemental Slope Mowing

Action Required: Authorize the City Manager to enter a contract with Badgley's Landscape LLC in an amount not to exceed \$ 37,575.00 plus WSST for supplemental slope mowing.

Exhibits: 2015-Badgley's Landscape LLC- Supplemental Slope Mowing Contract including the Scope of Work

Budget: This contract is funded through the Street Maintenance Funds.

There is \$165,000 allocated for Landscaping service (101-000-542-30-41-01) and \$140,000 allocated for Professional Services (101-000-542-30-41-00) in the adopted 2015 Street Maintenance Fund.

Summary Statement

The Public Works Department recommends that the City Council authorize the City Manager to execute a contract with Badgley's Landscape LLC for supplementary slope mowing services.

Background:

Traditionally slope mowing services have been completed by King County crews. In recent years the amount of workers available from King County has diminished, making it necessary to supplement their work with private contractors. In 2014, King County was unable to perform any slope mowing services, due to a reduction in force. In 2014, the work was performed partially through contracted work and partially with in house labor. Staff is recommending the Council renew a contract with Plantscapes Inc which includes some slope mowing services. In order to backfill for the remainder of work that was traditionally completed by the County, the City requested proposals from nineteen contractors utilizing the city's Shared Procurement Portal. Badgley's Landscape LLC was the lowest, responsive and responsible bidder. The private contractors are able to perform the work at a cost savings over the work that was previously completed by the County.



City Council Agenda Bill

Financial Impact:

There is \$165,000 allocated for Landscaping and Slope Mowing Services (101-000-542-30-41-01) and \$140,000 allocated for general Professional Services in the adopted 2015 Street Maintenance Fund. This contract combined with Street's portion of the Plantscape Contract renewal that is also included in the Council packet fit within the budgeted amount.

ROW Landscaping portion of the Plantscape contract:	\$143,423.58
<u>Supplemental Slope Mowing Contract:</u>	<u>\$37,575.00</u>
Total:	\$180,998.58

Recommended Motion:

Authorize the City Manager to sign the Supplemental Slope Mowing Contract with Bagdley's Landscape LLC in the amount not to exceed \$37,575.00 plus WSST.



Sample SMALL PUBLIC WORKS CONTRACT

Between: City of Sammamish and Badgley's Landscape LLC
Project: Supplemental Slope Mowing
Commencing: January 1, 2015
Terminating: December 31, 2015
Amount: Not to exceed \$37,575.00 plus WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Badgley's Landscape LLC, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for the City of Sammamish Supplemental Slope Mowing and

WHEREAS, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

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

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

- 1. Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.
- 2. Contract Documents.** The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

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

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

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

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

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

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

7. Prevailing Wages/Prevailing Wages

~~7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".~~

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements,** the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and

regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

10. Termination.

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

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

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

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

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

TO CITY:

City of Sammamish, and
Contact Name: Martin Bohanan
Street Address: 801 228th Avenue SE
City, State, Zip: Sammamish, WA 98075
Phone: (425) 295-0500
Contact email: mbohanan@ci.sammamish.wa.us

TO CONTRACTOR:

Contractor:
Badgley's Landscape LLC
Contact Name Travis Badgley
Street Address 20701 SR 9
City, State, Zip: Snohomish, WA 98296
Phone: (425) 486-6290
Contact email:
badgleys_landscape@frontier.com

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: _____

By: *Travis Badgley*

Title: _____

Title: *sole member*

Date: _____

Date: *11-20-2014*

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

Sample Contract EXHIBIT A
City of Sammamish

Bid Schedule: Supplemental Slope Mowing

Please provide a lump sum price for slope mowing services at each designated mowing zone. The price shall be for one full calendar year. Prices listed shall be for services at the specified frequency as described in the scope of work.

R-25 Extn.: SE 32nd Street: 244 th Ave. SE to Duthie Hill Rd.	\$9,558
R-30: ELSP NE/SE.: 187 th Ave. NE to Peregrine Way SE	\$13,968
R-31: SE 4 th St.: 228 th Ave. SE to 218 th Ave. SE	\$2,001
R-32: SE 8 th St.: 218 th Ave. SE to 212 th Ave. SE	\$2,376
R-33: East Main Dr.: 244 th Ave. NE/SE to Soaring Eagle Pk.	\$2,001
R-34: Duthie Hill Rd. SE: SE Iss. Beaver Lk. Rd to City Limit	\$2,001
R-35: East Lk. Sammamish Pl.: SE 16 th St. to SE 25 th St.	\$540
R-36: SE 48 th St.: Iss. Pine Lk. Rd. SE to 229 th Pl. SE	\$1,485
R-37: W./E. Beaver Lk. Dr.: SE 24 th St. to SE 18 th Pl.	\$3,645
TOTAL FOR SUPPLEMENTAL SLOPE MOWING	\$37,575
Sales Tax @ 9.5%	\$3,569.63
TOTAL COST FOR ALL WORK	\$41,144.63

SCOPE OF SERVICES

Attachment A, "R-27-Extension": SE 32nd Street/SE Iss. Beaver Lk. Rd.

Scope and Maintenance Schedule
 244th Ave. SE to SE Duthie Hill Rd.

The vendor shall Rough Mow/Slope Mow along both sides of the roadway. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12

Attachment A, "R-30": East Lake Sammamish Parkway NE/SE

Scope and Maintenance Schedule

From the northern city limit at 187th Ave. NE to the southern city limit approximately 150 Ft. south of Peregrine Point Way SE

The vendor shall Rough Mow/Slope Mow along both sides of the roadway excluding that portion that is in "R-11" (ELSP & NE Inglewood Hill Rd. north to 2200 NE). All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once a month June thru September	4

**Attachment A, "R-31": SE 4th St.
 Scope and Maintenance Schedule
 From 228th Ave. SE to 218 Ave. SE**

The vendor shall Rough Mow/Slope Mow along both sides of the roadway. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12

Attachment A, "R-32": SE 8th St. "Central"
Scope and Maintenance Schedule
 From 228th Ave. SE to 212th Ave. SE

The vendor shall Rough Mow/Slope Mow along both sides of the roadway. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12

Attachment A, "R-33": East Main Dr.
Scope and Maintenance Schedule
244th Ave. NE/SE to Soaring Eagle Park Entrance

The vendor shall Rough Mow/Slope Mow along the north side of the roadway. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once a month April thru October	6

Attachment A, "R-34": Duthie Hill Rd.
Scope and Maintenance Schedule
 From Issaquah Pine Lake Rd. SE north and east to City Limit

The vendor shall Rough Mow/Slope Mow along both sides of the roadway except along King County frontage and where HOA's maintain the roadside. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once a month April thru October	6

**Attachment A, "R-35": East Lake Sammamish Pl.
 Scope and Maintenance Schedule
 SE 16th St. to SE 25th St.**

The vendor shall Rough Mow/Slope Mow along the north side of the roadway. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once a month June thru September	4

Attachment A, "R-36": SE 48th St.

Scope and Maintenance Schedule

Issaquah Pine Lake Rd. SE to 229th Pl. SE

The vendor shall Rough Mow/Slope Mow along the north side of the roadway. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once a month April thru October	6

**Attachment A, "R-37": W./E. Beaver Lake Dr.
Scope and Maintenance Schedule
SE 24th St. to SE 18th Pl.**

The vendor shall Rough Mow/Slope Mow along the north side of the roadway. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once a month April thru October	6

GENERAL AND SPECIAL CONDITIONS

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

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

SC-01 Permits and Licenses

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

SC-02 Project Safety

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

SC-03 Hazardous Chemical Inventory

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

SC-04 **Traffic Control Plan**

All work will be performed during the hours of 7:30 AM to 5:00 PM Monday through Friday. These hours are further restricted to 9:00 AM to 3 PM on streets that require lane closure. No total road closures will be allowed, at a minimum alternating one-way traffic is required between 9 am & 3 pm. All traffic control including but not limited to provision of flaggers, cones, and warning signs are the responsibility of the contractor. The plan will include an overall estimate of work completion time and advance notification to the City of Sammamish Maintenance at (425) 952-2115, and Metro/King County Bus operations, of each day's lane closures and approximate times.

Sample Contract EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND

Bond is not required

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

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

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

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

WITNESS our hand the _____ day of _____ 20_____

PRINCIPAL _____ SURETY _____

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

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



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Parks and Recreation and Public Works

Clearances:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input checked="" type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Attorney | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Police |
| <input type="checkbox"/> Admin Services | <input type="checkbox"/> Fire | <input checked="" type="checkbox"/> Public Works |

Subject: 2015 Parks & Right of Way Landscaping Contract

Action Required: Authorize the City Manager to sign a contract with Northwest Landscape Services of WA, LLC for Parks and Right of Way landscaping.

Exhibits: 1. Original Contract

Budget: This contract is funded through the Parks Resource Management and the Street Maintenance Funds.

There is \$165,000 allocated for Landscaping service (101-000-542-30-41-01) and \$140,000 allocated for Road Maintenance Contract (101-000-542-30-41-00) in the adopted 2015 Street Maintenance Fund.

There is \$338,800 allocated for professional services in the adopted 2015 Parks Resource Management Fund (001-076-576-80-41-00).

Summary Statement:

The Parks and Public Work Departments recommend that the City Council authorize the City Manager to renew and execute a contract with the current landscape maintenance service contractor, Northwest Landscape Services of WA, LLC, for the City of Sammamish Parks and Right of Way (ROW) landscape maintenance. This contract is in addition to the work performed by our in-house maintenance and operations staff.

A request for proposals (RFP) was issued in September 2013. A total of five firms responded to the RFP. Northwest Landscape Services of WA, LLC was identified as the lowest responsible responsive bidder. The City has been well served by Northwest Landscape Services of WA, LLC in 2014, the inaugural year of the contract.

This contract may be renewed at the City’s option for one (1) additional one year term. Compensation was adjusted +2.0% based on the increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.



City Council Agenda Bill

This contract is the fourth, consecutive landscape services contract including both the Parks and Right-of-Way maintenance

Background:

For the past few years, the City has contracted landscape maintenance services for City Parks and the public ROW to private contractors. In 2014 our landscape maintenance program included 49 maintenance locations sites. In 2015, the total number of park and ROW maintenance locations is the same. The construction area of the Community and Aquatic Center was previously maintained as the Kellman House site. This site is listed in the contract with no services required anticipating that City maintenance of the site will be reactivated when the Community and Aquatic Center is opened. As a result, the value of the contract was reduced by \$2,460. A significant change in the scope of work in the contract is for maintaining the Sammamish Landing Parking Lot and ADA access trail into the Park. Also added to the scope of work is maintenance of the planting bed outside the Community Garden and weed control in the Native Garden, both in the Lower Commons Park. The net addition to the contract is \$13,851.85.

A three-year financial history for the base plus sales tax contracted landscaping services is provided below.

Year	Parks	Public Works	Total
2015	Parks & PW Contracts Merged		\$316,252.53
2014	Parks & PW Contracts Merged		\$302,400.68
2013	Parks & PW Contracts Merged		\$282,691.77

Public works is requesting additional authorization for any wetland mitigation plantings that would be required over and beyond normal weeding. It is not possible to identify the level of service required for this planting until the annual wetland assessment is completed. The wetland mitigation monitoring is required for 5 years and our permit is administered through the Army Corp of Engineers. We currently have the following wetland mitigation sites that require annual monitoring:

1. Lower Commons Wetland Mitigation Area
2. Pine Lake Mitigation Area
3. 244th Ave. NE Wetland Mitigation Area

The annual planting contract for wetland plantings have varied between \$15,000 and \$20,000. The costs have typically decreased as the wetlands establish themselves. Therefore, we are requesting \$50,000 of authorization specifically reserved for wetland mitigation planting. No monies from the wetland mitigation planting authorization will be utilized without careful consideration and written consent of the City.

In addition to the base contract and the wetland mitigation authorization, approval of a management reserve in the amount of \$30,000 is being requested to cover additional landscaping services that may



City Council Agenda Bill

be needed throughout the year. Additional landscaping services may be needed during periods of increased park and facility use, in preparation for special events, if and when new property is acquired and when new capital projects reach completion. No monies from the management reserve fund will be utilized without careful consideration and written consent of the City.

Financial Impact:

The total amount of the proposed contract is \$368,815.10 plus Washington sales tax. The base amount of \$288,815.10 includes routine landscape maintenance in all identified service areas in the parks and the public ROW. An additional \$50,000 is being requested for future wetland mitigation plantings and a management reserve fund in the amount of \$30,000 is being requested to be used only by written authorization to cover any unidentified landscape services for the City.

There is \$165,000 allocated for Landscaping service (101-000-542-30-41-01) and \$140,000 allocated for Road Maintenance Contract (101-000-542-30-41-00) in the adopted 2015 Street Maintenance Fund.

There is \$338,800 allocated for professional services in the adopted 2015 Parks Resource Management Fund (001-076-576-80-41-00).

Recommended Motion:

Authorize the City Manager to sign the 2015 Parks and ROW Landscape Services Contract in the amount of \$288,815.10 plus an additional authorization of \$50,000 identified for wetland mitigation plantings and a management reserve fund in the amount of \$30,000 for a total not to exceed contract amount of \$368,815.10 plus WSST.



DRAFT

SMALL PUBLIC WORKS CONTRACT

Between: City of Sammamish and Northwest Landscape Services of WA, LLC
Project: Landscape Services for Parks and Right-of-Ways
Commencing: January 1, 2015
Terminating: December 31, 2015
Amount: \$ 288,815.10 as bid, plus WSST
\$ 50,000 Plus WSST for unidentified wetland mitigation plantings*
\$ 30,000.00 Plus WSST for management reserve fund*
\$ 368,815.10 TOTAL NOT TO EXCEED plus WSST

*These items cannot be used without the express written consent of the City.

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for the City of Sammamish Landscape Services for Parks and Right-of-Ways and

WHEREAS, pursuant to the invitation to bid the Contractor did file with the City a proposal containing an offer; and

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

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

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

2. Contract Documents. The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby

Exhibit 1

incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

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

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

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

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

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

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

7. Prevailing Wages/Prevailing Wages

~~7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".~~

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are

by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

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

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

10. Termination.

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

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

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. Duration. This contract may be renewed at the City's option for one (1) additional one year term. Compensation may be adjusted based on any increase in the June to June Seattle consumer Price Index – Urban(CPI-U) rate.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

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

14. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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

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

17. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

18. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

Exhibit 1

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

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

TO CITY:

TO CONTRACTOR:

City of Sammamish, and

Contractor:
Northwest Landscape Service, LLC

Contact Name:
Martin Bohanan, Infrastructure Maintenance
Manager
Street Address:
801 228th Ave. SE
City, State, Zip:
Sammamish, WA 98075

Contact Name:
Tom DiMeco, Managing Partner
Street Address:
7627 West Bostian Road
City, State, Zip:
Woodinville, WA 98072

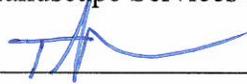
Phone: (425) 295-0500
Contact email:
mbohanan@sammamish.us

Phone: (425) 481-0919
Contact email:
tomd@nlswwa.com

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON
Northwest Landscape Services of WA, LLC

By: _____

By:  _____

Title: _____

Title: Tom DiMeco, Managing Partner

Date: _____

Date: 11/21/2014

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

1. Bid Schedule

Parks:

Please provide a lump sum price for landscape services at each Sammamish park. The price shall be for one full calendar year. Prices listed shall be for all services at specified frequency as described in Attachment A of Request for Proposal number 13-01.

P-1	Beaver Lake Park	\$21,787.20
P-2	Beaver Lake Preserve	\$2,154.24
P-3	Big Rock Park	\$8,192.46
P-4	Big Rock Park Site-B	\$1,879.86
P-5	East Sammamish Park	\$9,877.68
P-6	Eastlake High School Community Field	\$2,837.52
P-7	Evans Creek Preserve	\$5,459.04
P-8	Illahee Trail	\$7,258.32
P-9	Kellman House <u>NO SERVICES IN 2015</u>	\$0,000.00
P-10	Lower Commons Wetland Mitigation Area	\$3,402.72
P-11	Northeast Sammamish Park	\$6,793.20
P-12	Evans Creek Preserve Sahalle Trail Head	\$1,811.52
P-13	Pine Lake Park	\$7,429.68
P-14	Pine Lake Park Wetland Mitigation Area	\$697.68
P-15	Sammamish Commons	\$33,101.76
P-16	Sammamish Landing	\$5,580.16
P-17:	Skyline High School Community Sports Fields	\$771.12
P-18:	4354 Eastlake Sammamish Parkway NE: <i>Parking Lot</i>	\$4,961.84
P-19:	4620 Eastlake Sammamish Parkway NE: <i>Vacant Land</i>	\$330.48
P-20:	Ebright Creek Park	\$21,065.04
SUBTOTAL FOR PARKS		\$145,391.52

Exhibit 1

Right of Way:

Please provide a lump sum price for landscape services at each designated location or corridor. The price shall be for one full calendar year. Prices listed shall be for all services at specified frequency as described in Attachment A of Request for Proposal number 13-01.

R-1: 212th Way SE, 212 Ave. NE/SE, Lewis Thompson Rd.	\$8,616.96
R-2: 228th Ave NE/SE: <i>South City Limits to North City Limits</i>	\$47,711.52
R-3: 228th Ave. NE & NE 21st St.: <i>NW Corner</i>	\$1,113.84
R-4: 233th Ave NE: <i>NE 8th St. to gate at Eastlake High School</i>	\$2,509.20
R-5: 244th Ave NE/SE: <i>Windsor Blvd to north City Limits</i>	\$15,324.48
R-6: 244th Ave NE <i>Wetland Mitigation Area</i>	\$5,605.92
R-7: 244th Ave SE: <i>SE 32nd St. to SE 24th St.</i>	\$1,689.12
R-8: 248th Ave SE: <i>SE 14th St. to SE 24th St.</i>	\$526.32
R-9: Crew's Corner: <i>SE 30th Street and 226th Ave SE</i>	\$2,239.92
R-10: East Beaver Lake Drive	\$807.84
R-11: Eastlake Sammamish Parkway: <i>Inglewood to 2200 NE</i>	\$9,033.12
R-12: East Beaver Lake Way SE & East Beaver Lake Dr. SE	\$942.48
R-13: Hazel Wolf Wetland Trail Pkg: <i>24740 SE Windsor Blvd</i>	\$907.80
R-14: Issaquah Pine Lake Road: <i>228th Ave to SE 48th Street</i>	\$4,357.44
R-15: Main Street: <i>228th Ave. NE/SE east to end of sidewalks</i>	\$1,666.68
R-16: Maintenance and Operation Center	\$5,189.76
R-17: NE 4th Street: <i>228th Ave NE to Eastlake High School</i>	\$1,162.80
R-18: NE 8th Street/Inglewood Hill Rd. NE	\$3,953.52
R-19: NE 14th Drive/NE 16th St. Route	\$2,864.16
R-20: SE 4th St.: <i>228th Ave. SE west to end of sidewalks</i>	\$2,402.10
R-21: SE 8 th St. : <i>from ELSP north side to end of fence</i>	\$663.00

Exhibit 1

R-22: SE 8 th Street and /244 th Ave SE Corridor	\$3,131.76
R-23: SE 20 th Street: 228 th Ave SE to 212 th Ave SE	\$4,969.44
R-24: SE 24 th St. "Central"	\$2,362.32
R-25: SE 24 th St. "West"	\$5,312.16
R-26: SE 32 nd St Traffic Calming: 228 th Ave SE to 220 th Ave SE	\$428.40
R-27: SE 32 nd Street: Sunny Hills Elementary to Duthie Hill Rd.	\$1,762.56
R-28: South Pine Lake Route: 228 th Ave SE to 212 th Ave SE	\$4,932.72
R-29: Thompson Hill Corner: @ Eastlake Sammamish Pkwy	\$1,236.24
SUBTOTAL FOR RIGHT OF WAY	\$143,423.58

A: Subtotal for Parks	\$145,391.52
B: Subtotal for Right of Way	\$143,423.58
Subtotal (A+B)	\$288,815.10
Sales Tax @ 9.5%	\$27,437.43
TOTAL COST FOR ALL WORK	\$316,252.53

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

SECTION A – GENERAL SCOPE OF SERVICES

The contractor shall furnish all labor, tools, equipment, materials, supplies, supervision, transportation and other items necessary for the complete maintenance and landscaping, in accordance with the provisions herein, of the following parks and streetscapes within the City Of Sammamish.

1.01 Duration of Contract

The City anticipates the service period to be from January 1, 2014 through December 31, 2014.

1.02 Change of Scope

A Discretionary Work Request Form shall be executed and filed with the City for all changes and/or additional work or materials in excess of the requirements covered in the contract. The Discretionary Work Request Form, when endorsed by the vendor and by the City, shall become binding to both parties thereto.

1.03 Maintenance and Chemical Application Log

The Vendor providing services must submit a Maintenance and Chemical Application Log for each site, with monthly invoices. The Vendor must use the form provided by the City (RFP Attachment “E”).

2.01 Scope of Services

Landscaping Locations and Specific Scope of Services shall be completed in accordance with Attachments A to this RFP and as described below:

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform landscape maintenance services as specifically outlined in this section.
2. All fieldwork shall be performed under the supervision of a qualified horticulturalist. Operators shall be licensed for all functions, including pesticide, fertilizer, herbicide, and flagging where required.
3. The vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.

4. Any vendor having employees working on or near a street shall comply with City of Sammamish and Washington State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.
5. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.
6. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. The City may choose to:
 - a. Require the vendor to rectify the deficiency within 24 hours and/or,
 - b. Collect liquidated damages as specified in the Contract.
7. The vendor shall establish a weekly work schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by the City and the vendor. To the extent possible, work shall be performed on the same day each week. In no case shall work be performed more than forty-eight (48) hours after the regularly scheduled day without notification and consent of the Contract Administrator. Equipment intensive work such as mowing, edging, and blowing done at the park sites shall not commence before 7:00 am on weekdays and 9:00 am on weekends and be completed before 3:30 pm.
8. Work not included in this contract includes, but is not limited to graffiti removal, plant replacement, de-thatching, aerating and structural repairs.
9. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying the vendor.
10. The vendor shall provide proof of State of Washington, Department of Agriculture, and Pesticide Certifications for each employee that will apply pesticides (upon award of contract.)
11. The vendor or his/her employees shall not remove or consume any property belonging to the City or City employees. This includes any articles that may be deposited for disposal in trash receptacles.

12. Equipment and supplies belonging to the City shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.
13. The vendor and his/her employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.
14. Smoking shall not be permitted in any City Building or on City grounds.
15. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any City keys.
16. The vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.
17. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).
18. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect members of the public from injury. It is the vendor's responsibility to provide close supervision of landscape maintenance operations and management of the work sites.
19. Incidents, altercations or accidents involving facility visitors, vendor's employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.
20. The vendor shall replace, at the vendor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from the vendor's failure to provide maintenance in accordance with the provisions herein. Plant materials supplied by the vendor shall be of first quality condition and shall be guaranteed by the vendor for one year.
21. The contractor will send in writing a weekly list of all work performed the previous week. List will include all areas maintained, description of work performed, and quantities, type and locations of any supplies used.

B. Equipment and Supplies

1. The vendor shall furnish all tools, material, supplies and equipment to perform Landscape Maintenance Services as specifically outlined in this section.

Exhibit 1

2. The vendor shall maintain an inventory by facility of marked equipment supplied for use at City facilities.
3. The vendor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (City owned equipment) or unsafe working condition.
4. The vendor shall supply all herbicides, fertilizers, chemicals and the like for servicing the facilities as scheduled.
5. The vendor shall supply all necessary data and meet requirements to comply with the State Chemical Hazard Right to Know Act.

C. Waste/Materials Disposal

1. The vendor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon City property or any property contiguous thereto.
2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds the City faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.
3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Maintenance Task I: Lawn Care

1. General Lawn Care
 - a. Mowing shall be done during the growing season, from March through November. Mowing from December 1 to February 28/29 shall be at the discretion of the City.
 - b. The vendor shall maintain all lawns, excluding developed athletic fields, at the sites covered by this agreement in a healthy, neat, trim, and growing condition.
 - c. The vendor shall remove and dispose of all paper, rubbish or debris from a mow area prior to mowing.
 - d. Fine turf mowing shall be mowed to a height range of one and one-half (1 ½) to two and one-quarter (2 ¼) inches.
 - e. All rough mowing turf shall be mowed to a height of four (4) to six (6) inches.

- f. Collection of grass clippings is required only to prevent grass clumps from being left on the turf. A mulching mower may be used when an acceptable appearance is obtained (no clumps or excessive grass left behind). Due to safety concerns, the use of side-discharge, non-collecting type mowers are prohibited in the areas of adjoining pedestrian or vehicle access.
- g. Hard surfaces shall be left clean and free of grass and debris resulting from landscape maintenance tasks.
- h. The vendor is to supply a monthly mow schedule by the first of each month. All mowing must be started and finished on the same day.
- i. Any property damage resulting from the use of mowing equipment shall be the responsibility of the vendor.

2. Line Trimming

- a. Turf around posts, fences, trees, shrubs, and other obstacles shall be trimmed. Care shall be taken not to damage structures or trees with equipment.
- b. Turf around vaults, valve boxes, and irrigation heads shall be trimmed as necessary to ensure proper access and operation.
- c. Hard surfaces shall be cleaned free of grass and debris resulting from this task.
- d. Any property damage resulting from the use of trimming equipment shall be the responsibility of the vendor.

3. Edging

- a. Lawn edges shall be edged at sidewalks, curbs, walls, fences, foundations, pathways, shrub beds, tree trunks, poles, and formal edges.
- b. Edging shall be done by powered edging equipment, unless otherwise approved by the Contract Administrator.
- c. Caution shall be used to prevent chipping of concrete structures by edging equipment.
- d. Hard surfaces shall be cleaned free of grass and debris resulting from this task.
- e. Any property damage resulting from the use of edging equipment shall be the responsibility of the vendor.

E. Maintenance Task II: Plant Materials, Bed Areas and Tree Wells

1. Pruning

- a. The vendor shall maintain all trees, shrubs, and groundcover of the parks in a healthy, growing condition.
- b. All pruning must be done under the supervision of a certified arborist.
- c. Shrubs shall be trimmed to maintain desired shape and function as needed to provide a neat, trim appearance. Pruning to maintain the natural growth habit of the plant species is recommended. Shearing, as a method of pruning, shall be used only with the approval of the Contract Administrator. Shrubs in ROW to be pruned to avoid sight distance issues.
- d. Ornamental trees shall be pruned in accordance with International Society of Arboriculture (ISA) Guidelines and are not to be pruned except to remove singular broken branches or perform minor clearance pruning, unless otherwise approved by the Contract Administrator.
- e. Ornamental trees shall be pruned to maintain access along pedestrian, trail corridors, and streets. Trees shall be tip pruned, branch pruned and/or if of sufficient size and shape, pruned to lift the tree canopy to maintain overhead clearance. Immature ornamental trees must be carefully evaluated before any attempt is made to raise the canopy.
- f. Vertical trail clearance is a minimum eight feet (8') and horizontal clearance is three feet (3') beyond the trail edge. Horizontal clearance may vary depending on the style of construction, obstructions, and property boundaries. Topping or heading, which involves the cutting of limbs back to a stub, bud, or a lateral branch not large enough to assume the terminal role, is not an acceptable pruning method. Dead or diseased trees shall be removed and/or replaced at the option of the City and are not included in the contract. Pruning over twelve feet (12') is not part of the scope of services and will be handled by use of a Discretionary Work Request Form, unless specifically called for in the bid request for a specific site.
- g. Trees in streets ROW are to be pruned to avoid sight distance or vehicle interference issues.
- h. Ornamental trees without tree wells are to be grass-free twelve to eighteen inches (12-18") from the tree base.

- i. Native trees shall not be pruned unless specifically called for in the bid request for a specific site.
- j. Tree suckers, volunteer seedlings, and other undesirable growths shall be removed from trees and shrubs as necessary.
- k. The vendor shall be responsible for notifying the Contract Administrator of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, diseased and insect infested trees.
- l. Tree grates shall be removed to weed in the tree well and add pea gravel mulch. If needed tree grates shall be cut to fit around the tree to provide a minimum of one inch (1") clearance or maximum four inch (4") clearance.
- m. Naturalized bulbs in shrub beds and tree circles shall be dead-headed after blooming and the foliage cut back once die-back is apparent.
- n. Major pruning of deciduous trees and shrubs shall be done during the dormant season. Minor pruning may be done at any time.

2. Weeds, Disease, and Pest Control

- a. **Landscaped/planted areas shall be free of weeds**, leaves, litter, debris, spent blooms, and diseased, insect infested or dead plants and/or trees.
- b. **Landscape bed areas shall be kept in a weed free condition**. Hand weeding is encouraged. Otherwise, beds will receive an approved pre-emergent or post-emergent herbicide. Landscape bed refers to any bed that is mulched (bark, compost, PGM, wood chips, etc.). The vendor shall provide twenty-four (24) hours advance notice to the Contract Administrator before making any chemical applications. Authorization to proceed will be given by the Contract Administrator once the site has been inspected.
- c. **The City encourages the use of industry recognized Integrated Pest Management (IPM) practices. All pesticides need to be approved by the Contract Administrator prior to application.** All applications shall be done in compliance with federal, state and local laws and regulations. The City reserves the right to limit the use of specific pesticides. Casoron shall be used only with the approval of the Contract Administrator and only in very limited areas.
- d. The vendor, at their expense, will remedy, in a timely manner, any damage to desirable plant material due to vendor negligence or misuse of pesticides, including, where irrigation is available, negligence in

providing adequate water supply for healthy plant growth and nourishment

- e. The vendor shall be responsible for minor pest control up to 12 feet vertical on all trees; and for all shrubs and groundcover. Major infestations requiring large-scale pesticide applications shall be contracted to commercial applicators in coordination with the City.
- f. The vendor may need to remove dead and damaged plants and replace the same with plants of equivalent size, condition, and variety after obtaining the written approval of the City via a Discretionary Work Request Form.
- g. Plant materials supplied by the vendor to the City shall be of first quality condition and shall be warranted by the vendor for one year.

F. Maintenance Task III: Hard Surface Maintenance

- 1. The entrance drive, parking areas, sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown onto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).
- 2. Undesired vegetation in sidewalks, curbs and other hard surfaces shall receive an approved herbicide application and be removed. In no case shall any pre or post emergent herbicides with residual characteristics (i.e. Casoron) be used in these areas.
- 3. Drains, if present at the site, shall be cleaned and checked during each visit and any garbage or debris shall be removed to allow for proper drainage. Additional drainage work may be included in a specific site's annual work program.

G. Maintenance Task IV: Natural Area Maintenance

The vendor shall be responsible for mechanical control of invasive plant material (Scotch Broom, English Ivy, Himalayan Blackberry, Thistle, etc.) in specified areas. Areas of infestation shall be trimmed back by tractor-mounted mowers where access allows or by scythes, line trimmers or manual methods on rough, stony or inaccessible areas.

H. Maintenance Task V: Other Services

- 1. Leaves shall be removed from all vendor maintained areas. The use of power blowers is acceptable; however, debris accumulations must not be blown onto

adjacent street surfaces. Leaves may be blown into adjacent natural areas where applicable, otherwise accumulations shall be removed from the site.

2. All litter and animal feces shall be removed from all vendor maintained areas. The vendor shall remove litter from the site for disposal. The vendor shall empty all trash receptacles and replace liners, as needed, in the parks and streets. The vendor shall be responsible for supplying the liners (3 mil).
3. The vendor shall provide brush control of all native areas where the edges meet lawn and trail areas. All brambles, low hanging branches or other hazards shall be trimmed back using appropriate hand held machinery.
4. Windfall branches and debris shall be removed from all vendor maintained areas for disposal by the vendor. Wind fallen trees are not part of this contract and will be handled at the request of the Contract Administrator.
5. Manual watering shall be administered as indicated in Attachment A to landscaped areas not covered by automatic irrigation systems. The amount of water applied should ensure plant viability with adequate moisture throughout the root zones of the various plant material present (i.e. trees, shrubs, groundcovers, and annuals).

I. Maintenance Task VI: Weeding Wetland Mitigation Areas

1. Wetland areas to be weeded twice a year by mechanical means only.
2. Remove all weed debris from site.

J. Maintenance Task VII: Rough Mowing/Slope Mowing/Meadow Mowing

1. All rough mowing/slope mowing will be from edge of payment to back of ROW, unless otherwise noted. Field Mowing boundaries will be established per site.
2. All Rough Mowing and Slope Mowing debris to be cleaned from site.
3. Proper traffic control and signage is required.
4. Work to be completed between 9:00 am and 3:30 pm.
5. Meadow mowing to be done by tractor-mounted equipment.

K. Maintenance Task VIII: Weed Spraying

1. Beds and guardrails within the contracted areas may be sprayed for grass, broadleaf weeds, and blackberries

Exhibit 1

2. Included approved pesticide form to City within one week of spraying
3. All spraying must be done in compliance with federal, state, and local laws and regulations
4. All pesticides need to be approved by the contract administrator

Attachment "A": SCOPE AND MAINTENANCE SCHEDULE

**Attachment A, “P-1”: Beaver Lake Park
Scope and Maintenance Schedule**

SE 24th Street @ 244th Avenue SE

Beaver Lake Park is an 82 acre city owned park. The vendor shall provide landscape maintenance services for all developed areas, excluding developed athletic fields and including limited natural area maintenance. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather dependent)	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	April, June, October	3
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Attachment A, "P-2": Beaver Lake Preserve
Scope and Maintenance Schedule
 West Beaver Lake Drive

The vendor is required to maintain the developed areas in and adjacent to the parking lot facilities used for the Beaver Lake Preserve. There are approximately 10 parking stalls. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Twice in November	2
Windfall Debris Removal	As Needed	As Needed

**Attachment A, “P-3”: Big Rock Park
Scope and Maintenance Schedule
21805 SE 8th St**

SE 8th Street Park is a 16 acre city owned park. The vendor shall provide landscape maintenance services for all areas. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June.; Every other week July to November	23
Weed Removal	Once per month March thru November	9
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in October and November	8
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed
Maintenance Task VII: Field Mowing		
Field Mowing	May, June, July, September	4

**Attachment A, “P-4”: Big Rock Park – Site B
Scope and Maintenance Schedule
1615 220th Ave. SE**

NOTE: THIS SITE HAS RESTRICTIONS ON WORKING HOURS

1. This property is due to become part of Big Rock Park in the future. The city maintains certain landscaping around the Reard-Freed historical house. **Restricted work hours: Tuesday, Wednesday and Thursday only, between 9:00AM and 3:00PM.**

Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per week April thru June; Every other week July to November	23
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June.; Every other week July to November	23
Weed Removal	Once per month March thru November	9
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in October and November	8
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Attachment A, “P-5”: East Sammamish Park
Scope and Maintenance Schedule
21300 NE 16th Street**

East Sammamish Park is a 19 acre city owned park. Provide landscape maintenance services for all developed areas, excluding developed athletic fields. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather dependent)	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November	35
Weed Removal	April, May, June, August, October	5
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Attachment A, "P-6": Eastlake High School Community Sports Fields
 Scope and Maintenance Schedule
 400 228th Ave NE**

The Community Sports Fields at Eastlake High School are on land owned by the Lake Washington School District, but are maintained and operated by the City of Sammamish. The vendor shall provide landscape maintenance services for all developed areas within the City’s designated maintenance area, excluding developed athletic fields. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru November	16
Line Trimming	Every other week April thru November	16
Edging	Every other week April thru November	16
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Maintenance Task III: Hard Surfaces		
Sweeping	Every other week April thru November	16
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Litter Removal	Every other week April thru November	16
Windfall Debris Removal	As needed	As Needed

Attachment A, "P-7": Evans Creek Preserve
Scope and Maintenance Schedule
 4001 224th Ave NE (Off of Hwy 202)

Evans Creek Preserve is 180 acres of open space. There are limited developed areas that will require minimal maintenance such as mowing. The vendor shall provide landscape maintenance services for these defined areas. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June. Every other week July to November	23
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, September	3
Maintenance Task VII: Field Mowing		
Field Mowing	Once in May and once in July	2

**Attachment A, "P-8": Illahee Trail
Scope and Maintenance Schedule
23500 NE 8th St**

Illahhee Trail is a half mile long recreational trail surrounding a wetland. The vendor shall provide landscape maintenance services for all developed areas, including limited natural area maintenance. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once per week April thru June; Every other week July to November	10
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November	35
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed
Maintenance Task VII: Field Mowing		
Mowing NW Hillside	May, June, July, September	4

Attachment A, "P-9": Kellman House

Scope and Maintenance Schedule

831 228th Ave SE

NO SERVICES IN 2015 SITE IS UNDER CONSTRUCTION

The Kellman House is a vacant house sitting on a 10 acre parcel owned by the city. The vendor shall provide landscape maintenance services for all areas, as requested. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per month April thru July	4
Line Trimming	Once per month April thru July	4
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Maintenance Task III: Hard Surfaces		
Sweeping	Once per month April thru July	4
Weed Removal	Once per month April thru July	4
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Litter Removal	Once per month April thru July	4
Brush Control	Once per month April thru July	4
Windfall Debris Removal	Once per month April thru July	4
Maintenance Task VII: Field Mowing		
Field Mowing	May, June, July, September	4

**Attachment A, “P-10”: Lower Sammamish Commons Wetland Mitigation Area
Scope and Maintenance Schedule
550 222nd Pl SE**

Lower Sammamish Commons Wetland Mitigation Area is located within the Sammamish Commons Park. Landscape maintenance of wetland mitigation area will comprise of weed removal only. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Maintenance Task III: Hard Surfaces		
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Maintenance Task VI: Wetland Mitigation		
Weed Removal	May and September	2

**Attachment A, “P-11”: Northeast Sammamish Park
Scope and Maintenance Schedule
Sahalee Way @ NE 36th Street**

Northeast Sammamish Park is a 4 acre neighborhood park owned by the city. The vendor shall provide landscape maintenance services for all developed areas within. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Three times in November	3
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Attachment A, “P-12”: Evans Creek Preserve Sahalle Trail Head
(formerly Outlook Park)
Scope and Maintenance Schedule**

3650 Sahalle Way NE

Evans Creek Preserve Sahalle Trail Head (formerly Outlook Park) is a small roadside park and trail head on the east side of Sahalle Way NE. The vendor shall provide landscape maintenance services for all developed areas and including limited natural area maintenance. Work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week March thru November	20
Line Trimming	Every other week March thru November	20
Edging	Every other week March thru November	20
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding	Every other week March thru November	20
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Every other week March thru November	20

**Attachment A, “P-13”: Pine Lake Park
Scope and Maintenance Schedule
2405 228th Ave SE**

Pine Lake Park is a 16 acre city owned park. The vendor shall provide landscape maintenance services for all developed areas within, excluding developed athletic fields and including limited natural area maintenance. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week March thru November	35
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once per week in November	4
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Attachment A, "P-14": Pine Lake Park Wetland Mitigation Area
 Scope and Maintenance Schedule
 2405 228th Ave SE**

Pine Lake Park Wetland Mitigation area is located within the city's Pine Lake Park. Landscape maintenance of wetland mitigation area will be weeding only. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Maintenance Task III: Hard Surfaces		
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Maintenance Task VI: Wetland Mitigation		
Weed Removal	May and September	2

Attachment A, “P-15”: Sammamish Commons

Scope and Maintenance Schedule

801 – 228th Ave SE

Sammamish Commons is a 30 acre city owned park. The vendor shall provide landscape maintenance services for all developed areas within the, including limited natural area maintenance including the native plant garden. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Tree Grate Maintenance	May, June, July, September	4
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Weed Removal	Once per month March thru November	9
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in October and November	8
Brush Control	May, June, August, October	4

Exhibit 1

Windfall Debris Removal	As Needed	As Needed
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**Attachment A, “P-16”: Sammamish Landing
 Scope and Maintenance Schedule
 4600 Block of Eastlake Sammamish Parkway**

Sammamish Landing is an 8 acre City owned park. The vendor shall provide landscape maintenance services for all areas. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June.; Every other week July to November	23
Weed Removal	Once per month March thru November	9
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in October and November	8
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

**Attachment A, "P-17": Skyline High School Community Sports Fields
 Scope and Maintenance Schedule
 1122 – 228th Ave. S.**

The Community Sports Fields at Skyline High School are on land owned by the Issaquah School District, but are maintained and operated by the City of Sammamish. The vendor shall provide landscape maintenance services for all developed areas within the City’s designated maintenance area, excluding developed athletic fields. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a month March thru November	9
Groundcover Trimming	April, June, October	3
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Maintenance Task IV: Natural Area Maintenance		
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Litter Removal	Once a month March thru November	9
Brush Control	April, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Attachment A, "P-18": 4354 Eastlake Sammamish Parkway NE
Scope and Maintenance Schedule
 4354 Eastlake Sammamish Parkway NE

This property is currently under construction for a parking lot for Sammamish Landing Park. It is approximately 2 acres. When construction is completed landscape maintenance shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Line Trimming	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Edging	Once per week April thru June; Every other week July to November (Weather Dependent)	23
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	40
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week April thru June.; Every other week July to November	23
Weed Removal	Once per month March thru November	9
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, October	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in October and November	8
Brush Control	May, June, August, October	4
Windfall Debris Removal	As Needed	As Needed

Attachment A, "P-19": 4620 Eastlake Sammamish Parkway NE
Scope and Maintenance Schedule
 4620 Eastlake Sammamish Parkway NE

This property is currently vacant. It is approximately 5 acres. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Non-Irrigated Areas	Once per month April thru July	4
Line Trimming	Once per month April thru July	4
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Maintenance Task III: Hard Surfaces		
Sweeping	Once per month April thru July	4
Weed Removal	Once per month April thru July	4
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	April, June, September	3
Maintenance Task V: Other Services		
Litter Removal	Once per month April thru July	4
Brush Control	Once per month April thru July	4
Windfall Debris Removal	Once per month April thru July	4

Attachment A “P-20”: Ebright Creek Park
Scope and Maintenance Schedule
 1317 212th Ave SE

Ebright Creek Park is a 12 acre city owned park. The vendor shall provide landscape maintenance services for all developed areas, including limited natural area maintenance and the sportcourt facility. Work shall be done in accordance with the following table:

Maintenance Task#	Specification Notes	Estimated Total Frequency
Maintenance Task I: Lawn Care		
Mowing Irrigated Areas	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June. Twice a month July to November	23
Line Trimming	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Edging	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Maintenance Task II: Plant Materials, Bed Areas, and Tree Wells		
Weeding	Once a week March thru November	39
Groundcover Trimming	April, June, August, October	4
Pruning Shrubs	April, October	2
Pruning Trees	November	1
Tree Sucker Removal	As Needed	As Needed
Maintenance Task III: Hard Surfaces		
Sweeping	Once per week starting the second or third week in March and ending second or third week in November (Weather dependent)	35
Weed Removal	April, June, October	3
Maintenance Task IV: Natural Area Maintenance		
Invasive Control	May, July, September	3
Maintenance Task V: Other Services		
Leaf Removal	Once a week in November	4
Brush Control	May, June, August, October	4

Exhibit 1

Windfall Debris Removal	As Needed	As Needed
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**Attachment A, “R-1”: 212th Way SE, 212 Ave. NE/SE, Lewis Thompson Rd.
Scope and Maintenance Schedule**

From: ELSP & 212TH Way SE; To: ELSP & Lewis Thompson Rd. NE
 The vendor shall maintain all landscaped areas within the public right of way including but not limited to the landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per month March thru October	8
Line Trimming	Once per month March thru October	8
Edging	Once per month March thru October	8
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	June, July, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once per month March thru October	8
Maintenance Task III. Hard Surfaces		
Sweeping	Once per month March thru October	8
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per month March thru October	8
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month March thru October	8

Attachment A, “R-2”: 228th Avenue NE/SE

Scope and Maintenance Schedule
Southern City Limits to Northern City Limits

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	June, July, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once per week starting the second week in March and ending second week in November	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending second week in November	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	35

Exhibit 1

Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12

Attachment A, “R-3”: 228th Ave. NE & NE 21st. St
Scope and Maintenance Schedule
 NW Corner of 228th Ave NE & NE 21st St.

Maintenance zone is an area that has been landscaped within the public right of way on the NE corner of the intersection. The vendor shall provide landscape care of all designated areas. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	35

Attachment A, "R-4": 233th Avenue NE
Scope and Maintenance Schedule
 NE 8th St. to gate at Eastlake High School

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the roundabout, medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week March thru October	20
Line Trimming	Every other week March thru October	20
Edging	Every other week March thru October	20
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	June, July, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Every other week March thru October	20
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	38

Attachment A, “R-5”: 244th Avenue NE/SE
Scope and Maintenance Schedule
Windsor Blvd to Northern City Limits

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the roundabout, medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week April thru June; Every other week July to November	23
Edging	Once per week April thru June; Every other week July to November	23
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	June, July, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	38
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month March thru October	8

Attachment A, “R-6”: 244th Ave NE Wetland Mitigation Area
Scope and Maintenance Schedule
 244th Avenue NE Bridge near NE 3rd Street

244th Wetland Mitigation area is located within adjacent to the 244th bridge near Allen Lake just north of NE 3rd Street. Landscape maintenance of wetland mitigation area will be weeding only. Work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task VI. Wetland Mitigation		
Weed wetland area	Once in May, September	2

Attachment A, "R-7": 244th Ave. SE.**Scope and Maintenance Schedule**From SE 32nd St. to SE 24th St.

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week March thru October	20
Line Trimming	Every other week March thru October	20
Edging	Every other week March thru October	20
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	June, July, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Twice a month March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	38
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month March thru October	8

Attachment A, “R-8”: 248th Avenue SE
Scope and Maintenance Schedule
 SE 14th Street to SE 24th Street

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once a month April thru June and October	4
Line Trimming	Once a month April thru June and October	4
Maintenance Task III. Hard Surfaces		
Sweeping	Once a month April thru June and October	4
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	Once a month November and December	2
Maintenance Task VII. Rough Mowing/Slope Mowing		
Rough Mowing	Once a month April thru June and October	4

**Attachment A, “R-9”: Crew’s Corner
Scope and Maintenance Schedule
SE 30th St. and 226th Ave. SE intersection**

Crew’s Corner is an area that has been landscaped within the public right of way. The vendor shall provide landscape care of all designated areas. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Irrigated Areas	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Edging	Once per week starting the second week in March and ending second week in November (Weather dependent)	35
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week start the second week in March and end the third week in Nov.	38

**Attachment A, “R-10”: East Beaver Lake Drive
Scope and Maintenance Schedule
SE Issaquah-Beaver Lake Rd @ E. Beaver Lake Dr.**

There is an area that has been landscaped within the public right of way at the intersection of SE Issaquah-Beaver Lake Road adjacent to a cell phone tower. The vendor shall provide landscape care of all designated areas. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week April thru June; Every other week July to November	23
Edging	Once per week April thru June; Every other week July to November	23
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once per week April thru June; Every other week July to November	23
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week April thru June; Every other week July to November	23
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week April thru June; Every other week July to November	23

**Attachment A, “R-11”: Eastlake Sammamish Parkway
Scope and Maintenance Schedule**

From one block south of Inglewood Hill to 2200 block NE ELSP and the end of the sidewalk on the east side

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per month March thru October	8
Line Trimming	Once per month March thru October	8
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in November	35
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month March thru October	8

**Attachment A, “R-12”: E. Beaver Lake Dr. SE & E. Beaver Lake Way SE
Scope and Maintenance Schedule**

2049 East Beaver Lake Dr. SE and 2045 East Beaver Lake Way SE

Maintenance zone is an area that has been landscaped within the public right of way. The vendor shall provide landscape care of all designated areas. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week April thru June; Every other week July to November	23
Edging	Once per week April thru June; Every other week July to November	23
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov.	38

**Attachment A, “R-13”: Hazel Wolf Wetland Trail Parking
Scope and Maintenance Schedule
24740 SE Windsor Blvd., Hazel Wolf Wetland Parking Lot**

Maintenance zone is a parking lot that serves the Hazel Wolf Wetland trail. The vendor shall provide landscape care of all developed areas within and adjacent to the parking lot area. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	35

**Attachment A, “R-14”: Issaquah Pine Lake Road
 Scope and Maintenance Schedule
 228th Avenue SE to the Southern City Limits at SE 48th St.**

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the roundabout, medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Bed	Once per year in September or October	1
Pruning – Shrub	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month March thru October	8

**Attachment A, “R-15”: Main Street
Scope and Maintenance Schedule
228th Ave. NE/SE east to end of sidewalks**

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Line Trimming	Once a month March thru October	8
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38

**Attachment A, “R-16”: Maintenance & Operations Center
Scope and Maintenance Schedule
1801 244th Ave NE**

The Maintenance and Operation Center is a city owned facility that houses the city’s maintenance crews and equipment. The vendor shall maintain all landscaped areas. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35

Attachment A, “R-17”: NE 4th Street
Scope and Maintenance Schedule
 228^h Avenue NE to Eastlake High School Entrance

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38

Attachment A, “R-18”: NE 8th Street/Inglewood Hill Rd. NE
Scope and Maintenance Schedule
 244th Avenue NE to East Lake Sammamish Parkway NE

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12

Attachment A, "R-19": NE 14th Drive/NE 16th St. Route
Scope and Maintenance Schedule
 NE 12th Place & 228th Ave. NE to 212th Ave. NE

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once per week April thru June; Every other week July to November	23
Line Trimming	Once per week April thru June; Every other week July to November	23
Edging	Once per week April thru June; Every other week July to November	23
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	June, July, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week April thru June; Every other week July to November	23
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week April thru June; Every other week July to November	23

**Attachment A, “R-20”: SE 4th St.
Scope and Maintenance Schedule
228th Ave. SE west to end of sidewalks**

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38

Attachment A, "R-21": SE 8th ST.
Scope and Maintenance Schedule
 ELSP north side of street to end of board fence

The vendor shall maintain all landscaped areas within the public right of way including but not limited to landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Line Trimming	Once in June and September	2
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September	1
Pruning – Shrubs	Once in June and September	2
Pruning - Trees	Once per year in September	1
Ground Cover Trimming	Once in June and September	2
Weeding – (Tree wells, beds)	Once in June and September	2
Maintenance Task III. Hard Surfaces		
Sweeping	Once in June and September	2
Weed Removal	Once per year in September	1
Maintenance Task V. Other		
Leaf/Wind Fall Removal	Once in June and September	2
Litter Control - All Areas	Once in June and September	2

Attachment A, "R-22": SE 8th Street/244th Avenue SE
Scope and Maintenance Schedule
 Windsor Blvd to 228th Avenue SE

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task III. Hard Surfaces		
Sweeping	Once a month April thru October	
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	Once a week October and November	9
Litter Control - All Areas	Once a month April thru October	7
Maintenance Task VII. Rough Mowing/Slope Mowing		
Mowing	Every other week April thru July once a month August thru October	12

**Attachment A, “R-23” SE 20th Street
Scope and Maintenance Schedule
228th Avenue SE to 212th Avenue SE**

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12

Attachment A, “R-24”: SE 24th Street “Central”
Scope and Maintenance Schedule
 228th Avenue SE to 248th Avenue SE

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Every other week April thru July once a month August thru October	12

Attachment A, “R-25”: SE 24th Street “West”
Scope and Maintenance Schedule
 212th Avenue SE to East Lake Sammamish Parkway SE

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Once a month April thru October	7
Line Trimming	Once a month April thru October	7
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Maintenance Task III. Hard Surfaces		
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once a month April thru October	7
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once a month April thru Oct	7

**Attachment A, "R-26": SE 32nd Traffic Calming
 Scope and Maintenance Schedule
 228th Avenue SE to 220th Avenue SE**

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month April thru November	8
Maintenance Task III. Hard Surfaces		
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed

**Attachment A, "R-27": SE 32nd Street/SE Iss. Beaver Lk. Rd.
 Scope and Maintenance Schedule
 Sunny Hills Elementary to 244th Ave. SE**

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week March thru October	20
Line Trimming	Every other week March thru October	20
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38
Maintenance Task VII. Rough Mowing/Slope Mowing		
Slope Mowing	Once per month March thru October	8

**Attachment A, “R-28”: South Pine Lake Route
Scope and Maintenance Schedule
228th Ave. SE to 212th Ave. SE**

The vendor shall maintain all landscaped areas within the public right of way including but not limited to the medians, landscaped strip between street and sidewalks and the area behind the sidewalk if applicable. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Mowing Non-Irrigated Areas	Every other week April thru July once a month August thru October	12
Line Trimming	Every other week April thru July once a month August thru October	12
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	38
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	38

Attachment A, “R-29”: Thompson Hill Corner
Scope and Maintenance Schedule
 Thompson Hill and Eastlake Sammamish Parkway intersection

Thompson Hill Corner is an area that has been landscaped within the public right of way. The vendor shall provide landscape care of all designated areas. Landscape care includes all landscape maintenance and cleanup associated with landscape maintenance. All work shall be done in accordance with the following table:

Maintenance Task #	Specification Notes	Estimated Total Frequency
Maintenance Task I. Lawn Care		
Maintenance Task II. Plant Materials, Bed Areas & Tree Wells		
Fertilize Shrubs & Beds	Once per year in September or October	1
Pruning – Shrubs	April, June, November	3
Pruning - Trees	November	1
Ground Cover Trimming	April, June, August, November	4
Weeding – (Tree wells, beds)	Once a month November, December, January, February. Every other week March and April. Once a week May thru October	35
Maintenance Task III. Hard Surfaces		
Sweeping	Once per week starting the second week in March and ending the third week in November	35
Weed Removal	April, June, October	3
Maintenance Task V. Other		
Leaf/Wind Fall Removal	As needed	As needed
Litter Control - All Areas	Once per week starting the second week in March and ending the third week in Nov	35

GENERAL AND SPECIAL CONDITIONS

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

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

SC-01 **Permits and Licenses**

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

SC-02 **Project Safety**

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

SC-03 **Hazardous Chemical Inventory**

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

SC-04 **Traffic Control Plan**

All work will be performed during the hours of 7:30 AM to 5:00 PM Monday through Friday. These hours are further restricted to 9:00 AM to 3 PM on streets that require lane closure. No total road closures will be allowed, at a minimum alternating one-way traffic is required between 9 am & 3 pm. All traffic control including but not limited to provision of flaggers, cones, and warning signs are the responsibility of the contractor. The plan will include an overall estimate of work completion time and advance notification to the City of Sammamish Maintenance at (425) 952-2115, and Metro/King County Bus operations, of each day's lane closures and approximate times.

EXHIBIT A

CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

EXHIBIT B

CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



PAYMENT AND PERFORMANCE BOND IS NOT REQUIRED

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

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

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

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

WITNESS our hand the _____ day of _____ 20_____

PRINCIPAL _____ SURETY _____

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

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

EXHIBIT D PESTICIDE APPLICATION RECORD



Washington State Department of Agriculture
Pesticide Management Division
PO Box 42500
Olympia WA 98504-2500
(877) 301-4555

PESTICIDE APPLICATION RECORD (Version 1)

NOTE: This form must be completed same day as the application and it must be retained for 7 years (Ref. chapter 17.21 RCW)

1. Date of Application - Year: _____ Month: _____ Day: _____ Start Time: _____
Stop Time: _____
2. Name of person for whom the pesticide was applied: _____
Firm Name (if applicable): _____
Street Address: _____ City: _____ State: _____ Zip: _____
3. Licensed Applicator's Name (if different from #2 above): _____ License No.: _____
Firm Name (if applicable): _____ Tel No.: _____
Street Address: _____ City: _____ State: _____ Zip: _____
4. Name of person(s) who applied the pesticide (if different from #3 above): _____
License No(s), if applicable: _____
5. Application Crop or Site: _____
6. Total Area Treated (acre, sq. ft., etc.): _____
7. Was this application made as a result of a WSDA Permit? No Yes (if yes, give Permit No.) # _____
8. Pesticide Information (please list all information for each pesticide, including adjuvants (buffer, surfactant, etc.), in the tank mix):

a) Full Product Name	b) EPA Reg. No.	c) Total Amount of Pesticide Applied In Area Treated	d) Pesticide Applied/Acre (or other measure)	e) Concentration Applied
			/	
			/	
			/	
			/	
			/	

9. Address or exact location of application. NOTE: If the application is made to one acre or more of agricultural land, the field location must be shown on the map on page two of this form.

10. Wind direction and estimated velocity (mph) during the application: _____
11. Temperature during the application: _____
12. Apparatus license plate number (if applicable): _____
13. Air Ground Chemigation
14. Miscellaneous information: _____

COUNCIL  *MINUTES*

**Regular Meeting
November 17, 2014**

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

Councilmembers present:

Mayor Tom Vance
Deputy Mayor Kathy Huckabay
Councilmember Don Gerend
Councilmember Bob Keller
Councilmember Tom Odell
Councilmember Ramiro Valderrama
Councilmember Nancy Whitten (via tele-conference call)

Staff present:

Ben Yazici, City Manager
Lyman Howard, Deputy City Manager
Jeff Thomas, Community Development Director
Susan Cezar, Deputy Director Community Development
Emily Arteche, Senior Planner
Joe Guinasso, Finance and Technical Services Director
Chris Gianini, Deputy Finance Director
Laura Philpot, Public Works Director
Jeff Brauns, City Engineer
Steven Chen, Transportation Engineer
Kari Sand, City Attorney
Lita Hachey, Administrative Assistant to the City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Flag Ceremony and pledge lead by Cub Scout Pack 225

Approval of Agenda and Consent Agenda

MOTION: Deputy Mayor Huckabay moved to approve the Agenda and the Consent Agenda.
Councilmember Odell seconded. Motion carried unanimously 7-0.

Student Liaison Reports

- Skyline High School Liaison, Joe Bretl – Skyline has just completed the Veterans Day Spirit Week which included writing letters and cards to Veterans. They will now begin planning the next spirit week based on Philanthropy. This will include a food and warm drive, a loose change drive, a gift drive and a blood drive. Proceeds go to the Ben Town Foundation, which is local organization for pediatric cancer. Skyline football were academic state champions. Joe gave an

update on the Skyline sports teams.

- Eastlake High School Liaison, Connor Finley – Leadership activities include at trip to the Mt. Adams leadership camp for planning the current school year. This year, Eastlake will incorporate Homecoming heroes. Connor gave an update on activities from Homecoming week. Homeless veterans were recognized on Veterans Day, including an assembly. Care packages and letters were sent to homeless veterans in the area.

Presentations/Proclamations

- Sammamish Citizens Corp Council - Barb Clayton, Hub Coordinator gave a PowerPoint presentation (*available upon request from the City Clerk, Melonie Anderson at manderson@sammamish.us*)

Public Comment

Harry Shedd, 2313 Sahalee Drive E, spoke regarding Initiative and Referendum process in Sammamish. He would like to see the citizens of Sammamish have the power of initiatives and referendums.

Tom Hormish, 1237 E Lake Sammamish Shore Lane SE, Mint Grove, he came to thank the City Council for attending the Sammamish Trail meetings, regarding the second phase, and listening to the concerns of the local homeowners.

Consent Agenda

Payroll for period ending October 31, 2014 for pay date November 5, 2014 in the amount of \$ 305,150.04

Approval: Claims for period ending November 17, 2014 in the amount of \$ 2,059,075.86 for Check No. 38999 through 39121

Ordinance O2014-377: Second Reading Relating To School Impact Fees; Amending The City's Comprehensive Plan To Adopt The Snoqualmie Valley School District No. 410 Capital Facilities Plan; Adopting The Associated School Impact Fee Schedule; And Establishing An Effective Date.

Ordinance O2014-378: Second Reading Relating To School Impact Fees; Amending The City's Comprehensive Plan To Adopt The Lake Washington School District No. 414 Capital Facilities Plan; Adopting The Associated School Impact Fee Schedule; And Establishing An Effective Date.

Ordinance O2014-379: Second Reading Relating To School Impact Fees; Amending The City's Comprehensive Plan To Adopt The Issaquah School District No. 411 Capital Facilities Plan; Adopting The Associated School Impact Fee Schedule; And Establishing An Effective Date.

Ordinance O2014-380: Second Reading, Amending Section 16.20.350, Building Permit Valuations, To Delete The Reference To The Outdated Table Published By The International Council Of Building Officials; Providing For Severability; And Establishing An Effective Date.

Resolution R2014-601: Amending Resolution R2013-554 The City's Master Fee Schedule

Amendment: Sammamish ITS Phase 1 - 228th Ave Design/ Jacobs Engineering

Approval: Minutes from Regular Council Meeting on October 21, 2014

Public Hearing

Ordinance (O2014-381): Second Reading, Adopting The 2015-2016 Biennial Budget

City Manager Ben Yazici gave the update of the budget process to date.

Public Hearing reopened at 7:00 pm and closed at 7:03 pm

Rachel Voelke, 205 NW 65th Street, Seattle WA, works at Imagine Housing in Kirkland, spoke regarding the affordable housing and the ARCH (A Regional Coalition for Housing) program in Sammamish. She thanked Council for their support with ARCH.

MOTION: Deputy Mayor Huckabay moved to adopt the 2015-2016 biennial budget ordinance. Councilmember Odell seconded. Motion carried unanimously 7-0.

Councilmember Valderrama requested a comparison on costs and maintenance regarding facilities in Sammamish compared to other local cities. City Manager Yazici will have staff follow up with this request.

Councilmembers Whitten and Valderrama thanked staff for all their efforts in putting this budget together.

Ordinance (2014-382): Second Reading, Relating To The Levying Of Regular Property Taxes And Establishing The Amount To Be Levied In 2015 On The Assessed Valuation Of The Property Within The City.

City Manager Ben Yazici gave a brief update.

Finance Director Joe Guinasso gave the staff report and showed a PowerPoint presentation (*available on the city's website at www.sammamish.us*).

Public Hearing was not reopened as there was a previous public hearing at the November 4th meeting.

MOTION: Councilmember Valderrama moved to approve the ordinance Relating To The Levying Of Regular Property Taxes And Establishing The Amount To Be Levied In 2015 On The Assessed Valuation Of The Property Within The City. Councilmember Gerend seconded. Motion carried unanimously 7-0.

Ordinance (O2014-383): Second Reading, Amending The City Comprehensive Plan Figure III-2a To Designate Klahanie As A Potential Annexation Area (PAA)

Director of Community Development, Jeffrey Thomas, gave the staff report and showed a PowerPoint presentation (*available on the city's website at www.sammamish.us*).

City Manager Ben Yazici gave an update of the progress made to get us to this point.

Public Hearing reopened at 07:35 pm and closed at 7:35 pm with no public comment.

Councilmember Gerend thanked city staff for expediting the process for annexing Klahanie. Councilmember Keller also thanked staff with their efforts. He noted that the City Manager and staff did a wonderful job at reaching out to the Klahanie residents through public meetings. He feels that the commute routes will be enhanced for all citizens as a result.

Councilmember Odell commended the staff and the City of Issaquah for the spirit of cooperation that they have shown and friends from King County. He hopes that the election will happen in April as opposed to August.

Deputy Mayor Huckabay thanked staff for the work shown working with Issaquah and all the public meetings held for the Klahanie residents.

Councilmember Valderrama thanked all staff; especially Jeffrey Thomas, Emily Arteche, Robin Proebstring and the Planning Commission.

Councilmember Whitten concurs with the other comments and welcomes the Klahanie residents to Sammamish.

City Manager Yazici thanked Deputy Director, Susan Cezar, who took over as acting Director for Community Development, for all her efforts to get the city to this point in the process.

MOTION: Councilmember Valderrama moved to approve the Amendments to The City Comprehensive Plan Figure III-2a To Designate Klahanie As a Potential Annexation Area (PAA). Councilmember Gerend seconded. Motion carried unanimously 7-0.

Ordinance (O2014-384): Amending The City Comprehensive Plan Land Use And Zoning Maps To Establish Contingent Land Use Designations And Zoning For The Klahanie Potential Annexation Area (PAA)

Director of Community Development, Jeffrey Thomas, gave the staff report and showed a PowerPoint presentation (*available on the city's website at www.sammamish.us*).

Public Hearing opened at 7:36 pm and closed at 7:36 pm with no public comment.

MOTION: Councilmember Huckabay moved to approve the amendments to the City Comprehensive Plan Land Use and Zoning Maps to Establish Contingent Land Use Designations And Zoning For the Klahanie Potential Annexation Area (PAA). Councilmember Odell seconded. Motion carried unanimously 7-0.

Resolution (R2014-602): Declaring The City's Intent To Annex An Unincorporated Area Of King County Commonly Known As The Klahanie Potential Annexation Area; Describing The Boundaries Of Such Area; Calling For An Election To Be Held Submitting To The Voters Within Such Area The Proposal For Annexation; Entering Legislative Findings; And Providing Direction To Staff

Director of Community Development, Jeffrey Thomas, gave the staff report and showed a PowerPoint presentation (*available on the city's website at www.sammamish.us*).

Public Hearing opened at 7:37 pm and closed at 7:37 pm with no public comment.

Councilmember Gerend commented that in the 15 years since incorporation and he has always felt that Klahanie should have been included in our city. He also thanked staff for the work they have done to get

to this point.

MOTION: Councilmember Odell moved to adopt the resolution Declaring The City's Intent To Annex An Unincorporated Area Of King County Commonly Known As The Klahanie Potential Annexation Area; Describing The Boundaries Of Such Area; Calling For An Election To Be Held Submitting To The Voters Within Such Area The Proposal For Annexation; Entering Legislative Findings; And Providing Direction To Staff. Councilmember Valderrama seconded. Motion carried unanimously 7-0.

Council Reports

Councilmember Odell - reported on his visit to the Sammamish Trail with the Mint Grove residents. He attended the Public Issues Committee meeting with Councilmember Keller. He will also attending the National League of Cities meeting this week. He is chair of the Western Municipal Association and meeting with Transportation Infrastructure Steering committee.

Deputy Mayor Huckabay – On Veteran's day, the planning sub-committee of Eastside Transportation Partnership met and discussed the planning of transportation infrastructure. They discussed the resurrection of the Technical Advisory Committee (TAC).

Mayor Vance attended Eastside Fire & Rescue Board Meeting and passed their budget. Thursday is the deadline for the SCA nominations.

Councilmember Keller, thanked Tom Hormish from Mint Grove and he has met with several of their residents. He attended a Nourishing Network Meeting today, attended by several area human resource coordinators.

Councilmember Valderrama attend the Sammamish Homeowners association (SHOW) meeting this week. He attended the Girl Scouts and Local Government meeting with Cynthia Krass, this week, which was quite successful.

Councilmember Gerend –he attended the WA Highway Users Federation Annual meeting. They had four panels discussing transportation. Last Wednesday, he attended the Transportation Policy Board meeting. He also attended an Eastside Transportation Partnership meeting last Friday.

Councilmember Whitten – no report.

Mayor Odell mentioned that Thursday, November 20, 2014 is the deadline for submitting names to the Sound Cities Association committees.

City Manager Report

Mr. Yazici reported on Friends of Sammamish State Park allocation in the budget and they would prefer to use the \$20,000 in one year (2015). This is considered a one-time item. Council were all in the agreement with this change.

He would also like to compliment Councilmember Don Gerend, as the former president for Association of Washington Cities and currently serving on the executive committee, on all the favorable responses and comments he continually hears about him.

Mayor Tom Vance serves the Municipal Services Research Center, another state-wide committee, and Mr. Yazici was in a meeting with the Washington City Managers and they passed on many compliments about our Mayor.

Executive Session – Litigation pursuant to RCW 42.30.110(1)(i)

Council retired to executive session at 8:22 pm and returned at 9:11 pm with no action taken.

Meeting adjourned at 9:12 pm

Lita Hachey, Administrative Assistant
to the City Clerk

Thomas E. Vance, Mayor



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Community Development

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Recreation
 Police
 Public Works

Subject: Public Hearing on emergency ordinance 02014-375 adopting interim tree retention regulations amending Sammamish Municipal Code (SMC) 21A.35

Action Required: Conduct public hearing on emergency ordinance 02014-375

Exhibits: Emergency ordinance 02014-375 with Attachment A

Budget: No budget impact

Summary Statement:

The Sammamish Municipal Code (SMC) 21A.35 requires the retention of significant trees as defined in SMC 21A.15.1333 for new subdivisions and short plats. There are upwards of 45 vested new subdivision and short plat proposals currently being processed by the City leading to the removal of large numbers of significant trees. To adequately accomplish the goals of the Sammamish Comprehensive Plan, emergency ordinance 02014-375 temporarily enacts interim tree retention regulations until permanent regulations can be developed through the normal Planning Commission / City Council legislative review process.

Background:

The former tree retention requirement for new subdivisions and short plats was 25% within areas unconstrained by environmentally sensitive areas. Up to 50% of this retention requirement could be allocated to significant trees in an environmentally sensitive area thereby reducing the total number of significant trees being retained on a site. Additionally, significant tree retention incentives were available that reduced recreation space site requirements as well as increased the net density of a site, but were rarely used. No replacement was required for the removal of significant trees.

The current Sammamish Comprehensive Plan contains a number of goals and policies regarding tree retention in the city:

Land Use Element

- LUG-10: **Preserve trees and other natural resources as integral components of the community's overall design.**



City Council Agenda Bill

- LUP-10.1: **Clustering of existing trees and native vegetation should be incorporated into site and building designs** when appropriate. This policy should be implemented during design review and other land use reviews.

Environment & Conservation Element

- ECP-6.12: **The City shall prepare regulations to preserve and protect trees in easements, rights-of way, parks, and potentially, under certain circumstances, private property.** These regulations shall include, but shall not be limited to, guidelines for utility providers, private firms, City contractors and staff, as well as private individuals and neighborhood associations regarding appropriate practices for the pruning, maintenance, and/or removal of trees.
- ECP-6.7: Clearing and grading shall be limited on all short plats, plats, commercial projects, and all non-residential projects to protect water quality, maintain hydrologic functions or wetlands, attenuate surface water runoff, limit erosion, and maintain fish and wildlife habitat and visual buffers. Seasonal limits shall restrict clearing and grading to the driest months. **Tree retention shall be required for soil stability, significant trees, and buffering of development.**

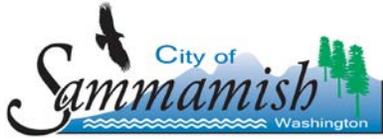
While permanent tree retention regulations are developed through the normal Planning Commission / City Council legislative review process, this emergency ordinance will assist in accomplishing the goals of the Sammamish Comprehensive Plan through having:

1. Added a new standard in SMC 21A.35.210 maintaining the significant tree retention requirement of 25% for new short plats of 2 lots.
2. Raised the significant tree retention requirement currently in SMC 21A.35.210 (2) for new subdivisions and short plats of 3 or more lots from 25% to 35%.
3. Eliminated the “double count” currently in SMC 21A.35.210 (2) of up to 50% of significant trees in environmentally sensitive areas to count towards the retention requirements for all new subdivisions and short plats.
4. Eliminated incentives in SMC 21A.35.220 for significant tree retention of 30% for reduced recreation space site requirements and 35% for increased net density of a site.
5. Added a new requirement in SMC 21A.35.240 for a 1:1 replanting of every significant tree lawfully removed as part of a new subdivision or short plat of 3 or more lots.

This emergency ordinance was adopted by City Council on October 14, 2014. Pursuant to Revised Code of Washington (RCW) 35A.63.220, City Council shall hold a public hearing on this emergency ordinance within sixty (60) of its adoption.

Financial Impact:

There is no financial impact directly associated with the adoption of this emergency ordinance.



City Council Agenda Bill

Recommended Motion:

No motion is recommended thereby leaving emergency ordinance 02014-375 as adopted on October 14, 2014 in effect.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. 02014-375**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ESTABLISHING INTERIM DEVELOPMENT
REGULATIONS AS AUTHORIZED BY THE GROWTH
MANAGEMENT ACT RELATING TO TREE RETENTION;
PROVIDING FOR SEVERABILITY; AND DECLARING AN
EMERGENCY**

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations; and

WHEREAS, to promote the public health, safety, aesthetic, and welfare, the City of Sammamish (the "City") provides for the retention of significant trees, which is done through the implementation of comprehensive and thorough review of new subdivisions and short plats; and

WHEREAS, the City has determined that tree retention for new subdivisions and short plats as currently codified in Sammamish Municipal Code (SMC) chapter 21A.35 is not accomplishing the goals set forth by the Sammamish Comprehensive Plan; and

WHEREAS, the City has determined that amendments to the tree retention regulations are required, and until new permanent regulations can be reviewed and adopted, is interested in preventing the removal of additional significant trees beyond what is allowed in these interim development regulations; and

WHEREAS, the City has determined that interim development regulations adopted under the provisions of RCW 36.70A.390 are necessary in order to allow adequate time for the City to effectively analyze and determine if the current development regulations are sufficient to provide for appropriate tree retention within the City; and

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim development regulations adopted herein. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 of this Ordinance.

Section 2. Adoption of Interim Zoning Regulations. The City Council hereby adopts the interim development regulations as set forth in Attachment A to this Ordinance amending Chapter 21A.35 SMC.

Section 3. Effective Duration of Interim Development Regulations. The interim development regulations set forth in this Ordinance shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six-month period unless sooner repealed.

Section 4. Public Hearing. The City Council will hold a public hearing at the City Council's regular meeting beginning at 6:30 p.m. on November 18, 2014 or as soon thereafter as the business of the City Council shall permit, in order to take public testimony and to consider adopting further findings of fact.

Section 5. Referral to the City Manager. The City Manager is hereby authorized and directed to study the issues described in the above findings and to develop appropriate regulations for same as authorized by law. The City council requests that the City Manager and his staff work diligently to produce regulations for City Council consideration as soon as possible, and not later than April 14, 2015.

Section 6. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 7. Effective Date. This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE 14TH DAY OF OCTOBER, 2014.

CITY OF SAMMAMISH



Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:



Melonie Anderson, City Clerk

Exhibit 1

Approved as to form:



Michael R. Kenyon, City Attorney

Filed with the City Clerk:	October 9, 2014
First Reading:	October 14, 2014
Passed by the City Council:	October 14, 2014
Date of Publication:	October 17, 2014
Effective Date:	October 14, 2014

Attachment A

Interim Development Regulations

Chapter 21A.35

DEVELOPMENT STANDARDS – LANDSCAPING AND IRRIGATION

...

21A.35.210 Tree retention requirements

The following tree retention requirements shall be applied in addition to the applicable requirements of Chapters 16.15 and 21A.50 SMC:

(1) Emergency tree removal to prevent imminent danger or hazard to persons or property shall not be limited by this section or SMC 21A.35.230, Tree protection standards.

(4)(2) All new short plats of 2 lots shall retain significant trees subject to the following standards:

- (a) Within areas unconstrained by environmentally sensitive areas and associated buffers, a minimum of 25 percent of significant trees shall be retained.
- (b) Within environmentally sensitive areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC.

(32) All new subdivisions and short plats of 3 or more lots shall retain significant trees subject to the following standards:

- (a) Within areas unconstrained by environmentally sensitive areas and associated buffers, a minimum of ~~35~~25 percent of significant trees shall be retained.
- (b) Within environmentally sensitive areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC; ~~provided, that trees retained within environmentally sensitive areas and associated buffers may be counted for up to 50 percent of the tree retention requirement in subsection (2)(a) of this section.~~

(34) All new commercial and institutional developments shall retain significant trees subject to the following standards:

- (a) Within areas unconstrained by environmentally sensitive areas and associated buffers, a minimum of 30 percent of significant trees shall be retained.

- (b) Within environmentally sensitive areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC; provided, that trees retained within environmentally sensitive areas and associated buffers may be counted for up to 50 percent of the tree retention requirement in subsection (3)(a) of this section.

(54) All clearing and grading of existing undeveloped properties shall retain significant trees subject to the requirements for tree retention of commercial developments.

(65) Trees identified for retention shall be selected, to the extent feasible, subject to the following criteria:

- (a) Trees located within healthy, vegetated groups and stands rather than as isolated trees scattered throughout the site;
- (b) Trees that have a reasonable chance of survival once the site is developed;
- (c) Trees that will not pose a threat to persons or property;
- (d) Trees that can be incorporated into required landscaping or can be used to screen the site from adjacent properties;
- (e) Trees adjacent to open space, sensitive area buffers or sensitive area tracts;
- (f) Trees having a significant land stability function; or
- (g) Trees that meet the definition of heritage tree.

(76) Subject to review and approval by the director, up to 50 percent of trees identified for retention may be removed, provided replacement trees shall be required pursuant to SMC 21A.35.240, Tree replacement and enforcement.

(87) Exceptions to the tree retention standards may be requested and approved by the City subject to the satisfying all of the following criteria:

- (a) Strict compliance with the provisions of this code would prevent reasonable use of the property;
- (b) Proposed tree removal and proposed replacement is consistent with this section and SMC 21A.35.230, Tree protection standards, Chapters 21A.50 and 16.15 SMC; and
- (c) Proposed tree replacement is consistent with the requirements of SMC 21A.35.240, Tree replacement and enforcement. (Ord. O2005-175 § 1)

21A.35.220 Tree retention incentives

~~Projects that retain more trees than required pursuant to SMC 21A.35.210 may be granted the following incentives, subject to City review and approval:~~

- ~~(1) New subdivisions and short plats which retain a total of 30 percent or more of significant trees (outside of environmentally sensitive areas and associated buffers) on the subject site may reduce required on-site recreation space by up to 10 percent; and~~
- ~~(2) New subdivisions and short plats which retain a total of 35 percent or more of significant trees (outside of environmentally sensitive areas and associated buffers) on~~

~~the subject site may modify the net density calculation pursuant to SMC 21A.25.080 to include up to 10 percent of the area within environmentally sensitive areas towards site density calculations. (Ord. O2005-175 § 1)~~

21A.35.230 Tree protection standards

The following tree protection standards shall apply to trees retained pursuant to SMC 21A.35.210, Tree retention requirements:

(1) All trees identified for retention shall be identified on project site plans, and shall include a summary of the project specific tree protection measures.

(2) Trees identified for retention shall be identified on the project site by use of one or more of the following methods:

- (a) Tree protection barriers shall be installed along the outer edge and completely encompass the dripline of trees identified for retention. Protection barriers shall consist of fencing at least four feet high, constructed of chain link or polyethylene laminar safety fencing or similar material; or
- (b) Tree protection flagging shall be installed along the outer edge and completely encompass the dripline of trees identified for retention. Flagging should include signs reading "Tree Save Area."

(3) All construction activities shall be located outside of the dripline of trees identified for retention.

(4) Site plans shall be designed to provide long-term protection of trees identified for retention. Site design shall incorporate one of the following to provide protection of retained trees:

- (a) Curbing or other physical barrier in areas used by vehicular traffic;
- (b) Fencing around areas adjacent to areas not used by vehicular traffic; or
- (c) Other protection means subject to approval by the director.

(5) All trees identified for retention may be pruned and otherwise maintained at the property owner's discretion; provided, that topping of retained trees and removal of more than 25 percent of existing limbs shall only be permitted under the direction of a certified arborist. (Ord. O2005-175 § 1)

21A.35.240 Tree replacement and enforcement

This section shall apply in addition to the provisions of SMC Title 23, Code enforcement.

(1) Any significant tree lawfully removed pursuant to SMC 21A.35.210(3), (7) or (8) Tree retention requirements, shall be subject to the following replacement requirements:

- (a) Coniferous trees shall be replaced by coniferous trees native to Washington and deciduous trees shall be replaced by deciduous trees native to Washington;
- (b) Replacement coniferous trees shall be at least eight (8) feet in height. Replacement deciduous trees shall be at least two and one-half (2.5) inches in diameter (DBH); and
- (c) Each significant trees shall be replaced with one (1) new tree.

(24) Any tree removed in violation of SMC 21A.35.210, Tree retention requirement, or any tree removed pursuant to the exception process of SMC 21A.35.210(6), Tree retention requirement, shall be subject to the following replacement requirements:

- (a) Coniferous trees shall be replaced by coniferous trees native to Washington and deciduous trees shall be replaced by deciduous trees native to Washington;
- (b) Replacement coniferous trees shall be at least eight (8) feet in height. Replacement deciduous trees shall be at least ~~two~~ and one-half (2.5) inches in diameter (DBH); and
- (c) Trees shall be replaced subject to the following replacement ratios:
 - (i) Removed trees with a DBH greater than nine (9) inches up to twelve (12) inches shall be replaced by four (4) trees;
 - (ii) Removed trees with a DBH greater than twelve (12) inches up to sixteen (16) inches shall be replaced by six (6) trees; and
 - (iii) Removed trees with a DBH of sixteen (16) inches or more shall be replaced by eight (8) trees.

(32) Financial guarantees for replacement trees may be required consistent with the provisions of SMC Title 27A.

(43) At the discretion of the director, each tree removed in violation of this chapter may be considered a separate code enforcement case for the purposes of SMC Title 23, Code Enforcement. (Ord. O2005-175 § 1)

Exhibit 1

Exhibit 2

From: [Susan Cezar](#)
To: [Melonie Anderson](#)
Subject: FW: Thank you! Tree Retention!
Date: Thursday, October 30, 2014 4:01:52 PM

Public comment

From: Srikumar N [mailto:sri13@hotmail.com]
Sent: Wednesday, October 29, 2014 8:30 PM
To: Tree Retention
Subject: Thank you! Tree Retention!

Hello Sammamish City,

It was heartening to read about the new tree retention policy that the City of Sammamish has recently adopted (Emergency Tree Retention Ordinance). I hope it becomes permanent and does not revert back in December to old standards. Although it is good to see a lot of new developments, I was appalled to see so many good trees being cut and not enough retention. We should not allow developers greed to profit affect our community and neighborhood.

Thank you,
Srikumar N.
228 NE Sammamish, WA 98074

Exhibit 2

From: [Don Gerend](#)
To: [Ben Yazici](#); [Jeffrey Thomas](#); [Melonie Anderson](#)
Subject: FW: Comments from Realtors re tree ordinance
Date: Monday, October 13, 2014 6:08:05 PM
Attachments: [SCKR Sammamish tree comments.pdf](#)

In case this wasn't sent to you also.

Don

From: Randy Bannecker <randy@bannecker.com>
Sent: Monday, October 13, 2014 3:30 PM
To: City Council
Subject: Comments from Realtors re tree ordinance

Dear Councilmembers,

Please find attached a comment letter from the Seattle King County Realtors regarding the proposed emergency tree ordinance.

Thank you,

Randy Bannecker



October 13, 2014

The Honorable Mayor Vance and Members of the Council
City of Sammamish
801 228th Ave SE
Sammamish, WA 98075

via email

RE: Proposed Emergency Ordinance 0214 - Trees

Dear Mayor Vance and members of the Council:

I'm writing on behalf of the Seattle King County Realtors to comment on the emergency ordinance relating to tree retention.

We support the city's interests in protecting tree canopy in connection with new subdivisions and short plats. We are concerned, however, that the imposition of emergency development regulations could delay housing projects at a time when housing supply in East King County is extremely restricted. As you know, lack of supply pressures prices upwards and shuts buyers out of the market.

If the council feels compelled to revise the city's development regulations relating to tree retention, we urge that you do so without declaring an emergency.

Sincerely,

Randy Bannecker



Exhibit 2

From: [Don Gerend](#)
To: [Ben Yazici](#); [Jeffrey Thomas](#)
Cc: [Melonie Anderson](#)
Subject: FW: Tree Ordinance Support
Date: Wednesday, October 22, 2014 3:17:37 PM

fyi

From: Colin Hatch <colinhatch@yahoo.com>
Sent: Wednesday, October 22, 2014 12:45 PM
To: City Council
Subject: Tree Ordinance Support

Hi Sammamish City Council,

Just wanted to say thank you for passing the new Tree Ordinance for new Sammamish area developments. My neighbors and I have discussed the clear cutting happening several times over the last few months and I am extremely happy to see City Council members make smart revisions to the code to allow for more trees to remain. I would also like to voice my support that these revisions become permanent.

Thanks again,

Colin M. Hatch
Sammamish Resident
H: 425-391-2778
M: 425-458-8750

Exhibit 2

From: [Don Gerend](#)
To: [Melonie Anderson](#)
Subject: RE: East Lake Sammamish Trail
Date: Friday, November 14, 2014 6:48:18 PM

Good question. I would say the Trail, but I suppose that you can put it in both.

Don

From: Melonie Anderson
Sent: Friday, November 14, 2014 4:47 PM
To: Don Gerend
Subject: RE: East Lake Sammamish Trail

Don,

Would you consider this a public comment regarding tree retention? Or the ELST?

Melonie

From: Don Gerend
Sent: Friday, November 14, 2014 6:43 AM
To: Pat McCormick
Cc: Ben Yazici; Melonie Anderson; Jeffrey Thomas
Subject: RE: East Lake Sammamish Trail

Dear Ms. McCormick,

Thank you for your thoughts regarding the Trail issue. The Council and City staff are proactively working with the County to mitigate the impacts of the Trail paving program.

Best regards,

Don Gerend, Councilmember
City of Sammamish

From: Pat McCormick <pat3420@frontier.com>
Sent: Thursday, November 13, 2014 4:51 PM
To: City Council
Subject: East Lake Sammamish Trail

Council Members:

The Nov. 12 issue of the Sammamish Review has two "Letters to the Editor" about King County's widening of the Sammamish Trail.

I admit I have been remiss: When I read about the County's plans in previous editions

Exhibit 2

of the Sammamish Review, I presumed that others would speak out against the plans, and the right thing would be done.

I was wrong: The County widened the northern section of the trail and paved it, removing trees in the process; and now they plan to continue. I'm not sure I've even read WHY this was done: Because they can, I guess.

It IS time for the City of Sammamish to speak up and stop this waste of money AND trees. There was nothing wrong with the trail for 15 years; tell the County to leave well enough alone.

Sincerely,
Patricia McCormick
425.868.3936

Exhibit 2



City Council Agenda Bill

Meeting Date: December 2, 2014

Date Submitted: November 21, 2014

Originating Department: Public Works

Clearances:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Attorney | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Police |
| <input type="checkbox"/> Admin Services | <input type="checkbox"/> Fire | <input type="checkbox"/> Public Works |

Subject: 212th Way SE/Snake Hill Improvements

Action Required: Authorize the City Manager to execute a Contract Agreement with Gray and Osborne, Inc., for Professional Services related to improvement project.

Exhibits: 1. Agreement for Services

Budget: \$9,000,000 is in the approved 2015-16 budget.

Summary Statement

The Public Works Department is recommending that the City contract with Gray & Osborne to provide professional services for the purpose of developing construction plans, specifications and construction estimates for 212th Way SE road stabilization and maintenance improvements from East Lake Sammamish Parkway to 212th Ave SE.

Background

212th Way SE (commonly referred to as Snake Hill Road) is one of the three main southern routes used to access the plateau. The original road was constructed poorly with an inadequately compacted roadway base. Past engineering analyses of the roadway have determined that catastrophic failure of the road is not likely. However, the road embankment will continue to shift and slide gradually requiring re-occurring maintenance of the pavement, roadside ditches, and guardrail until the loosely compacted soils can be replaced or stabilized.

In June of 2014, the City initiated a contract with Gray and Osborne to develop a conceptual plan and cost estimate for stabilizing the roadway. At the September 15, 2014 City Council meeting, staff provided Council with an update on the repairs and costs needed to stabilize areas of the roadway. As a result staff began working with Gray and Osborne to develop a scope of work to complete final plans, specifications, and construction estimate.

Financial Impact:

\$9,000,000 is in the approved 2015-16 budget to fund the completion of this project.



City Council Agenda Bill

Recommended Motion:

Authorize the City Manager to execute a Contract Agreement with Gray and Osborne, Inc. to provide professional services to prepare the 212th Way SE project for construction in the amount of \$407,631 and administer a \$40,369 management reserve for a total contract not to exceed amount of \$448,000.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Gray and Osborne, Inc.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit " D "

A sum not to exceed \$448,000

Other (describe): _____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2016, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

Exhibit 1

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.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Exhibit 1

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

Jim Grueber
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: 425-295-0566
Email jgrueber@sammamish.us

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

Company Name Gray and Osborne, Inc.
Contact Name Brian Sourwine
Street Address 701 Dexter Avenue North, Suite 200
City, State Zip Seattle, WA 98109
Phone Number 206-284-0860
Email bsourwine@g-o.com

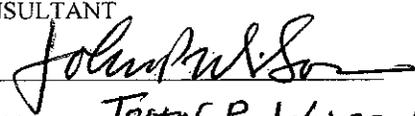
18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: 

Print Name: _____

Print Name: JOHN P. WILSON, P.E.

Title: City Manager

Title: VICE PRESIDENT

Date: _____

Date: 11/20/2014

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A

SCOPE OF SERVICES

CITY OF SAMMAMISH 212TH WAY

INTRODUCTION

The purpose of this Contract is for Gray & Osborne, Inc. and its subconsultants to provide engineering and related services necessary to develop final plans, specifications, and cost estimates (PS&E) resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of:

slope stabilization and related improvements to 212th Way SE from near 212th Avenue SE southwesterly approximately 2,500 lineal feet. Finished typical cross-section will include two 11-foot travel lanes, paved shoulders and cement concrete curbs and gutters. The project will also include new storm system improvements (collection, conveyance, treatment and detention), guardrail, minor utility adjustments, and slope stabilization. The project will also include planing and overlaying the remaining portion of the project to near the East Lake Sammamish Parkway intersection.

The engineering and related services contemplated for this project will generally include identifying right-of-way and potential right-of-way needs, right-of-way plans, right-of-way acquisition, permitting, developing detailed project cost estimates and development of final PS&E products and bid/construction documents.

Additionally, this scope of work can be amended, by supplemental agreement, to include construction management services, etc., at the City's option once the design phase is complete.

Our scope of work is more fully detailed as follows:

Task 1 – Project Management

Objective: Provide overall project management of Gray & Osborne resources, provide subconsultant management, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide client contact.

Consultant Responsibilities

1. Contract execution, internal accounting, and auditing.

Exhibit 1

2. Internal resource management and prioritization of resources.
3. Oversee QA/QC reviews of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.
4. Subconsultant coordination and their contract administration.
5. Preparation of monthly progress reports (to be submitted with monthly invoices).
6. Manage and oversee the schedule of deliverables. Create and maintain project schedule and provide updates on monthly basis. Project schedule shall be Gantt Chart or similar schedule indicating critical path items.
7. Provide project coordination with utility companies known to provide service in the area, as well as City Project Manager.

Assumptions

1. Gray & Osborne will provide standard Gray & Osborne-formatted invoices identifying personnel, hours, subconsultant costs (with itemized bills), and direct costs (mileage, printing, etc.). Invoices will be provided on a monthly basis.
2. Gray & Osborne will transmit a monthly progress letter with each monthly invoice. Invoices shall include hourly rates.
3. QA/QC will occur at 60 percent, and 90 percent levels (see Tasks 7 and 10).

Agency Responsibilities

1. Review and process monthly invoices in a timely fashion.
2. Participate in QA/QC process as desired.

Deliverables

1. Monthly reports identifying major work items completed during invoice period and identification of any impacts to the schedule of deliverables, scope, and/or budget.
2. Monthly invoices.

3. Original and/or courtesy copies of electronic mail, letters, photographs, etc., applicable to the development of the project.

Task 2 – 30 Percent Design Update

Objective: Update the previously completed 30 percent design documents.

Consultant Responsibilities:

1. Confirm slope stabilization, typical cross-section and related geometric design criteria with CITY.
2. Adjust previously completed horizontal alignment, roadway cross-sections and related geometric components utilizing recently acquired additional topographic survey.
3. Provide preliminary stormwater technical information report (TIR) based on updated base map and roadway layout. Both on-site detention and direct outfall drainage alternatives shall be included as further outlined in Task 7.
4. Meet with City during 30 percent design update to discuss key design elements, project schedule, and related project topics.
5. Meet with City and public utilities to update utilities regarding project, potential utility impacts and project schedule.

Agency Responsibilities:

1. Confirm preferred typical cross-section and related geometric design elements.
2. Confirm stormwater detention and treatment standards to be utilized for project.

Deliverables:

1. Memo summarizing 30 percent design update.

Task 3 – Right-of-Way Survey Documents

Objective: Identify proposed right-of-way takes and permanent easements and prepare documents required to complete improvements.

Consultant Responsibilities

1. Prepare right-of-way plan indicating existing right-of-way limits, all rights to be acquired including permanent and temporary easements and calculated areas of parcels to be acquired.
2. Obtain title reports for up to seven parcels. Prepare legal descriptions and exhibits for right-of-way takes and permanent easements required to complete improvements.

Assumptions

1. This scope does not include resolving existing boundary disputes and/or discrepancies.
2. Base map generated by G&O during preliminary design phase shall be utilized/maintained. No topographical survey is included in this scope of work.
3. This scope does not include right-of-way documents for wetland mitigation site(s).

Agency Responsibilities

1. Review right-of-way plan and all rights to be acquired.

Deliverables

1. One set of draft and final right-of-way plans.
2. One set of legal descriptions and exhibits for proposed right-of-way takes and any proposed permanent easements.
3. Copy of title reports.

Task 4 – Right-of-Way Acquisition

Objective: Acquire right-of-way and permanent easements required to complete improvements.

Consultant Responsibilities:

1. **Valuation of Proposed Acquisition Areas** – Contract with a WSDOT-approved appraiser for valuation services. The appraiser will prepare a Project Funding Estimate and Administrative Offer Summaries (AOS) for up to seven parcels. It is assumed the project will require no more than two sets of comparable sales data. Due to the nature of the parcels, no full appraisal reports (and subsequent review appraisals) are anticipated. In the event the preparation of any appraisal reports or review appraisal reports becomes necessary, it will be considered extra work.
2. **Preparation of Documents** – Prepare and provide First Offer Letters, Request for Taxpayer Identification Number and Certification documents (W-9), Real Property Vouchers, Real Estate Tax Affidavits, Road Construction Agreements and Deeds using forms approved by the CITY. Provide legal descriptions and parcel exhibits in an electronic format suitable for recording. Prepare the Right-of-Way Diaries for documentation of individual parcel contacts.
3. **Negotiations** – Assemble negotiation packages, contact property owners to schedule an appointment to begin negotiations, and advise them of the process. Absentee owners will be contacted and negotiations conducted by telephone. Notify the CITY of those owners with whom contact could not be made and request direction on how to proceed.

At the first negotiation meeting or phone conversation with each property owner or their agent, explain the purpose and need for the project, identify what is needed from each owner's property for the project, attempt to receive a commitment from the owner to accept the CITY'S offer, and make record of all information needed to prepare closing documents.

Assure that negotiations are performed only to the limit of authority delineated by the title reports, project maps, determined fair market value, procedures manual, acquisition schedule, or written instructions issued by the CITY or Gray & Osborne.

Work such days and hours as may be necessary to meet with interested property owners that may not be available during regular working days or hours.

Provide a diary with all negotiation packages submitted to the CITY. The diary information will include, at a minimum, the time, place, amount of offer, to whom the offer was made, parties present, and owner response. In addition to the standard diary, a commitment file will be prepared which will document all commitments specified within the Road Construction Agreements on each parcel.

Assure that up to three contacts are made with each interested owner or owner's representative in order to acquire valid title to the needed property rights as shown on the project right-of-way plans or as instructed in writing by the CITY. Any additional personal contact with the owner or their representative will be negotiated as extra work.

Following a successful negotiation, all closing documents will be presented to the owner for signature. When all documents are signed, deliver them to the CITY for review and signing and then coordinate the closing with an escrow company approved by the CITY. The CITY will pay for all recording fees, title reports, and typical closing costs. Should any documents require revisions or if the terms are found unacceptable to the CITY, the CITY will make clear the appropriate revisions required for renegotiations.

4. **Escrow Coordination** – Included in this task is time associated with addressing any closing issues associated with the transactions. It is assumed the CITY will contract directly with an escrow company for closing. When the CITY receives acceptable documents from the CONSULTANT, they will be signed by the CITY and forwarded to the title/escrow company for processing, recording and closing. The escrow company will be responsible for the preparation and receipt of all signatures for all documents such as Waivers of Compensation, Requests for Partial Reconveyance, and satisfaction of all liens and encumbrances for each parcel.

In the event the escrow company needs additional information from property sellers, the CONSULTANT will assist the title company in obtaining the needed information. As each transaction is closed, the escrow company will then record all documents and return originals to the CITY.

5. **Valuation Services** – To be provided by Appraisal Solutions Northwest, Inc.
6. The existing and proposed right-of-way lines will be temporarily staked by the CONSULTANT with nails, lath or paint at intervals sufficient to provide inter-visibility for purposes of right-of-way acquisition.

Staking/setting property pins or corners is not included in this scope of work.

Assumptions

1. Acquisition from seven parcels (five to six property owners).
2. If the CONSULTANT does not reach a successful agreement with the owner(s), the documents will be referred to the CITY. The CITY will then decide on the next step with any unsuccessful negotiations. The CITY may wish to proceed with condemnation. Condemnation proceedings are the responsibility of the CITY. The preparation, negotiation and execution of Possession & Use Agreements are considered a part of the condemnation process.
3. It is assumed that no relocation will be required for this project. If relocations are found to be necessary and the CITY wishes to have the CONSULTANT assist in the relocation process, that work will be negotiated and added by supplemental agreement.
4. Direct expenses associated with limited liability guarantees, title reports, title insurance, escrow fees, other closing costs and payments to property owners will be the responsibility of the CITY.

City Responsibilities

1. Review/approve submitted documents, as appropriate.
2. Review/approve Determination of Value.
3. Provide approvals and signatures of purchase/closing documents.

Deliverables

1. Appraisal Reports (seven) and Appraisal Review Reports (seven).
2. Prepare/deliver Determination of Value form for Agency approval.
3. Required notices and offer letters.
4. Closing documents.

Task 5 – Environmental and Permitting Process

Objective: Prepare the cultural resource assessment and various environmental permit applications necessary to allow construction of the project.

Consultant Responsibilities

Subtask 5.1 – National Historic Preservation Act Section 106 (Subconsultant - Cultural Resource Consultant, Inc.)

1. Background Research – CRC will conduct a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP); review of relevant correspondence between the project proponent, stakeholders and DAHP; and review of pertinent environmental, archaeological, ethnographic and historical information appropriate to the project area.
2. Tribal Contact – CRC will contact the cultural resources staff of tribes that may have an interest in the project area.
3. Field Identification – CRC will provide a field investigation of the project location for identification of archaeological and historical resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.
4. Documentation of Findings – CRC will document and record archaeological and historic sites within the project area, including preparation of Washington State archaeological and/or historic site(s) forms. Documentation will be consistent with DAHP standards.
5. Cultural Resources Assessment Report – CRC will prepare a technical memo describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards. Report and support materials will be provided electronically and on a CD.

Subtask 5.2 – SEPA Checklist

1. Prepare and submit draft SEPA checklist and revise the document as necessary before preparing final documents for Agency processing. Agency to provide threshold determination and publish determination as may be required.

Subtask 5.3 – Joint Aquatic Resources Permit Application (JARPA)

1. Prepare a Joint Aquatic Resources Permit Application (JARPA) for submittal to state and federal permitting agencies. The City will provide all permitting and review fees associated with the submittal and the City will submit the JARPA to the appropriate agencies.

The JARPA will be based on the 60 percent design.

Subtask 5.4 – Ecology Stormwater Permit

1. Prepare permit and notice of intent for Agency review. Permit will be prepared to transmit to Contractor after contract execution.

Assumptions

1. No more than one unrecorded archaeological site or one unrecorded historic site will be identified within the project area.
2. This scope does not include additional services for impact mitigation regarding archaeological or historic sites.
3. No on-site meeting with the Agency will be required.
4. Right-of-entry will be provided to subconsultant immediately so the project may be completed with the project schedule.
5. All relevant project information including prior reports, geotechnical reports, design plans and project maps will be provided to consultant.
6. If human remains are found within the project area, all field investigations will cease immediately, proper authorities will be notified and will not resume until applicable state laws are addressed.
7. All utility locate services will be completed by the Agency.
8. CRC assumes the report will be submitted to DAHP within 15 days of receipt of said report for review.

Agency Responsibilities

1. Review all permit applications.
2. Make SEPA threshold determination and publish determination.

3. Pay all permit fees and publication notice fees.

Deliverables

1. SEPA Checklist.
2. JARPA.
3. Ecology Construction Stormwater Notice of Intent (NPDES).
4. City permits, including clearing and grading permit.

Task 6 – Utility Coordination

Objective: Gray & Osborne will notify the various utility owners (non-Agency) of the proposed improvements through circulation of draft plans and construction documents, and assist the Agency in coordinating and facilitation of the relocation and/or utility conflict resolution of utilities affected by the construction, as may be required.

Subtask 6.1 – Telephone (as applicable)

1. Provide information to the utility as may be available regarding the utility owner's possible relocation, and/or conflict resolution of telephone infrastructure, through correspondence with the telephone service provider(s), while representing the Agency's interests.

Subtask 6.2 – Cable Television (as applicable)

1. Provide information to the utility as may be available regarding the utility owner's possible relocation, and/or conflict resolution of cable television infrastructure, through correspondence with the cable television service provider(s), while representing the Agency's interests.

Subtask 6.3 – Electrical (as applicable)

1. Provide information to the utility as may be available regarding the utility owner's possible relocation, and/or conflict resolution of electrical infrastructure, through correspondence with the electrical service provider(s), while representing the Agency's interests.

Subtask 6.4 – Water and Sanitary Sewer

1. Provide information to the utility as may be available regarding the utility owner's possible relocation, and/or conflict resolution of water and sanitary sewer infrastructures, through correspondence with the water and

sanitary sewer service provider(s), while representing the Agency's interests.

Consultant Responsibilities

1. Provide notifications to all utility companies known to provide utility service in the project area.

Assumptions

1. Design of private utility relocations/upgrades/improvements are not included in this scope of work.

City Responsibilities

1. Provide any known utility contact information.

Deliverables

1. One copy of each notification provided to each utility company.

Task 7 – 60 Percent Design

Objective: To prepare 60 percent drawings, specifications, and cost estimates for use in reviews by the City for development of the project. Specifications will be prepared in WSDOT format (referencing 2014 Standard Specifications for Road, Bridge, and Municipal Construction).

Subtask 7.1 – Horizontal Alignment and Vertical Profile

- A. Incorporate all utility record drawing and/or as-built information (as may be made available by the various utility owners), plat map (property line) information, survey data, and other available and relevant information into the development of a base map. Superimpose proposed horizontal alignment and vertical profile onto base map.

Subtask 7.2 – City Utilities (Storm)

- A. Conduct an hydraulic analysis (TIR) based on review of survey data acquired for this project, and contour maps and surface water comprehensive maps and plans provided by City of Sammamish. This analysis shall be used to develop hydraulic data to determine pipe size and slope recommendations for collection/conveyance and to identify treatment and/or detention requirements of surface flows tributary to the SE 212th Way (within project area). Design shall meet the requirements of

the 2009 King County Stormwater Drainage Manual plus the City Addendum. Project is in an Landslide Drainage Hazard Areas.

- B. Prepare utility plans for pipelines and related appurtenances, etc., suitable to support the project as anticipated, and in conformance with City Standards. Improvements are limited to the extent of the current project limits and it is assumed in this scope, that off-sight improvements are not required and therefore not a part of this scope.
- C. Infiltration is not feasible for this project. A detention system will be required with level 2 flow control. Because of space limitations, the detention systems will need to be located underground and will consist of “dry” vaults. All basins of this project are required to provide water quality treatment to the Enhanced Basic and Sensitive Lake treatment standards.
- D. Conduct additional hydraulic analysis to determine hydraulic data including pipe size for direct underwater outfall to Lake Sammamish, at or near 206th Avenue SE. Provide conceptual plan view drawing, preliminary cost estimate and brief permitting summary for direct outfall alternate. For this scope it is assumed that the alternate is for comparison purposes only. If this alternate is selected by the Agency as the preferred Stormwater option, a supplement to this agreement will be required and negotiated separately.

Subtask 7.3 – Slope Stabilization

- A. Prepare plans and details for stabilization of fill slopes along project alignment based on geotechnical (Terracon) recommendations from preliminary design phase.

Subtask 7.4 – Specifications (draft)

- A. Prepare 60 percent project specifications in WSDOT format referencing WSDOT’s 2014 “Standard Specifications.” Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 7.5 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare 60 percent-level construction cost estimates.

Subtask 7.6 – Preliminary Plans

- A. Prepare 60 percent construction plans in City-approved format including title sheet, legend, location and vicinity maps, roadway and stormwater plan and profile sheets, typical roadway cross-sections with slope stabilization details, channelization plans, structural plans and details (stormwater vault), guardrail plans and details, traffic detour plan, TESC sheets and miscellaneous roadway and utility plans/details.

Subtask 7.7 – 60 Percent Design Meeting

- A. Meet with CITY during 60 percent design to discuss key design elements, project schedule and related project topics.

Subtask 7.8 – 60 Percent QA/QC Meeting

- A. Conduct a QA/QC meeting at the 60 percent design phase of the project, concentrating on items such as schedule, budget, constructability, general direction, and progress of the project.
- B. Incorporate all relevant review comments and summarize in minutes form and distribute to all attendees and the City. Revise plans and specifications to reflect relevant review comments.

Deliverables (Targeted delivery date is 20 weeks from Consultant receipt of Notice to Proceed)

- 1. Two sets of 60 percent specifications.
- 2. Two sets of 60 percent project plans. Plan set will include title sheet, legend, location and vicinity maps, roadway and stormwater plan and profile sheets, typical roadway cross-sections with slope stabilization details, channelization plans, TESC sheets, and miscellaneous roadway and utility plans/details.

Agency Responsibilities

- 1. Review 60 percent design documents and provide comments in a timely manner.

Task 8 – Public Involvement Process

Objective: Solicit public input on project for City evaluation in developing project. Assist the City Project Manager in the Public Involvement Process.

Consultant Responsibilities

1. Coordinate with City Project Manager for public involvement process which will consist of two public meetings (near the end of 60 percent and 90 percent design phase). Review strip map of preliminary design with aerial photograph, exhibits, schedule, etc. (Consultant-generated products) for use in the meeting.
2. Participate in two City led public meetings as desired by the City Project Manager to include answering questions, preparing and providing information and comment sheets.
3. Prepare memorandum to City Project Manager regarding Consultant Project Manager's general observation of public meetings. Memorandum will include copy of sign-in sheet and any comment sheets turned in.

Assumptions

1. Public meetings will be scheduled by the City, to include location, time, and meeting room accommodations.
2. Strip map and exhibits will be prepared for display only (not handouts).
3. Each meeting will be for 2 hours or less.

City Responsibilities

1. City will provide timely comments on draft information, exhibits, etc., generated by Consultant to be used in public meetings.
2. City will secure public meeting site and notify participants.
3. City will lead public meetings.

Deliverables

1. Strip map with concept at 1"=20' scale, project schedule (22" x 34"), typical cross section (22" x 34"), and supporting documentation for public meeting.

Task 9 – Council Meeting Support Services

Objective: Assist City staff at two Council meetings regarding project.

Consultant Responsibilities:

1. Prepare three to four exhibits related to project and provide to City Staff for presentation at Council meetings. Exhibits may include project map, typical cross-sections, proposed detour plan or similar related project exhibits.
2. Assist City Staff at two Council Meetings to assist with answering questions and preparing and providing information.

Assumptions:

1. City staff will lead presentation.
2. City staff will prepare and assemble presentation materials upon receipt of exhibits from Consultant.
3. Each meeting will be for two hours or less.

Task 10 – Semifinal Design Document Preparation (90%)

Objective: Develop design/bid/construction documents to the 90 percent level based on 60 percent design documents.

1. Prepare and submit project specifications (two copies) to include proposal, contract, and bonding forms. This work assumes project specifications (including Special Provisions) will be based on the WSDOT Standard Specifications for Road, Bridge and Municipal Construction (2014) and amendments thereto. The City shall be responsible for reviewing and approving the documents. Prepare and submit updated and detailed engineering construction cost estimate at interval listed above for City review.
2. Prepare two copies of preliminary plans/drawings (to include special details). The plans will incorporate applicable City design standards, WSDOT design standards, MUTCD standards, and AASHTO Manual guidelines. Where conflicts exist between standards, the City will provide direction or request the Consultant's recommendation.
3. Meet with CITY during 90 percent design to discuss key design elements, project schedule and related project topics.

4. Perform the 90 percent QA/QC per Task 12.

Deliverables (Targeted delivery date is 28 weeks from Consultant receipt of Notice to Proceed)

1. Two sets of 90 percent specifications.
2. Two sets of 90 percent project plans. Plan set will include title sheet, legend, location and vicinity maps, roadway and stormwater plan and profile sheets, typical roadway cross-sections with slope stabilization details, channelization plans, TESC sheets, and miscellaneous roadway and utility plans/details.

Agency Responsibilities

1. Review 90 percent design documents and provide comments in a timely manner.

Task 11 – Final Design Document Preparation (PS&E)

Objective: Prepare final project plans, specifications, and cost estimates sufficient for bidding and constructing the project.

1. Prepare and submit final project plans (four copies) to City to include incorporation of all previous applicable and relevant City comments. Revise contract documents to incorporate final City comments (as applicable).
2. Prepare and submit final project specifications (four copies) to include contract, proposal, bonds, and insurance requirements, per City review and direction. Incorporate revisions or all previous applicable and relevant City comments. Prepare final and detailed engineer's construction cost estimate.

Deliverables (Targeted delivery date is 32 weeks from Consultant receipt of Notice to Proceed)

1. Four sets of final specifications.
2. Four sets of final project plans. Plan set will include title sheet, legend, location and vicinity maps, roadway and stormwater plan and profile sheets, typical roadway cross-sections with slope stabilization details, channelization plans, TESC sheets, structural plans and details

(stormwater vault), guardrail plans and details, traffic detour plan, and miscellaneous roadway and utility plans/details.

3. Electronic file (pdf) of final specifications and electronic copy (pdf) of final plans. Electronic (AutoCAD) file of topographic base map created for project and base map of proposed improvements.

Task 12 – Quality Assurance/Quality Control

Objective: Provide QA/QC reviews of engineering products to enhance overall quality of products. Prepare QA/QC review recommendations as further noted below.

1. Conduct two QA/QC reviews at 60 percent and 90 percent by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. City will be invited to participate. Prepare QA/QC Memorandum at each QA/QC interval regarding QA/QC comments, attendees, location, and date.

Deliverables

1. Provide City with written comments (memorandum) noted in QA/QC process. Identify all personnel participating in QA/QC review, as well as, date, location, discussion items and pertinent comments.

Task 13 – Bid Assistance Services

Objective: Assist Agency in bidding services

1. Assist Agency with answering bid inquiries during bid phase. (Provide written clarifications as may be required.)
2. Assist Agency with preparation of bid addenda as required.

MANAGEMENT RESERVE FUND

The purpose of the Management Reserve Fund is to provide limited additional services as may be desired by the AGENCY. This work may include topographical survey of mitigation site(s), wetland mitigation design, additional meetings, exhibits, conceptual renderings and/or evaluations, or other work items related to this project. The CONSULTANT shall not incur costs or utilize any portion of these funds without specific and further written authorization from the AGENCY.

CONSTRUCTION MANAGEMENT SERVICES

The CONSULTANT shall provide construction management services as may be further desired by the CITY and at the CITY'S option. If the CITY elects to exercise this option, the CONSULTANT shall prepare a scope and fee for this additional work for the CITY'S review and approval. Since the extent of this work cannot be reasonably determined at this time, it will be prepared at the completion of the design phase as a contract supplement. The CONSULTANT will also be entitled to subcontract work, for example, material testing services, to a qualified firm as further approved by the CITY.

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	

Account Number:
Date:

Authorization to Consultant: \$ _____

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

D
EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

SAMMAMISH - 212TH WAY FINAL DESIGN (UPPER & MIDDLE SECTIONS, INCL. LOWER OVERLAY)

Tasks	Principal Hours	Project Manager Hours	Project Eng. Hours	Environmental Tech./ Specialist Hours	AutoCAD/ GIS Mgr./ Graphic Artist Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management	24	120	24				
2 30% Design Update	4	88	276	48	64		
3 ROW Survey Documents	1	12	32		32	72	
4 ROW Acq. (See Subconsultant also)	2	40	80	8	32	16	24
5 Enviro. Permitting (See Subconsultant also)	4	40	80	80	40		
6 Utility Coordination		40	72		40		
7 60% Design	10	208	480	48	208		
8 Two Public Meetings Support		12	40	8	40		
9 Two Council Mtgs. Support		12	24	6	0		
10 90% Design (PS&E)	4	48	128	16	40		
11 Final Design (PS&E)	2	24	48	4	24		
12 QA/QC	8	48	88	16	16	2	
13 Bid Assistance		16	24		2		
Hour Estimate:	59	708	1396	234	538	90	24
Direct Labor Cost Billing Rate Range:	\$35 to \$59	\$35 to \$56	\$33 to \$43	\$25 to \$40	\$29 to \$36	\$34 to \$38	\$45 to \$60
Estimated Hourly Rates:	\$56	\$46	\$32	\$38	\$28	\$38	\$65
Direct Labor Cost:	\$3,304	\$32,568	\$44,672	\$8,892	\$15,064	\$3,420	\$1,560

Subtotal Direct Labor:	\$ 109,480
Indirect Costs (191.21%):	\$ 209,337
Total Labor Cost:	\$ 318,817
Fee (30%):	\$ 32,844
Subtotal Labor & Fees:	\$ 351,661
Direct Non-Salary Cost:	
Printing	\$ 4,500
Subconsultant:	
Cultural Resources Consultants, Inc.	\$ 4,250
Cascade Right-of-Way Services, Inc.	\$ 47,220
TOTAL ESTIMATED COST:	\$ 407,631

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Exhibit 1