

City of Redmond



Agenda

Tuesday, April 2, 2024

4:30 PM

**City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplly Ch. 34,
Facebook (@CityofRedmond), Redmond.gov/rctlive, or 510-335-7371**

Committee of the Whole - Planning and Public Works

Committee Members

Melissa Stuart, Presiding Officer

Jeralae Anderson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Angie Nuevacamina

Osman Salahuddin

Meetings can be attended in person, viewed live on RCTV (redmond.gov/rctlive), Comcast Channel 21/321, Ziplly Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371

AGENDA

ROLL CALL

1. Adopt the Construction and Demolition Debris Recycling and [CM 24-139](#) Reuse Ordinance

[Attachment A: Draft Ordinance](#)

[Attachment B: Council C&D Briefing Summary](#)

[Attachment C: Presentation](#)

Department: Public Works, 20 minutes

Requested Action: Consent, April 16th

2. Approve Final Contract with Johansen Construction Company [CM 24-090](#) and Accept Construction - NE 40th Street Shared Use Path (156th Avenue NE to 163rd Avenue NE) Project

[Attachment A: Vicinity Map](#)

[Attachment B: Additional Project Information](#)

Department: Public Works, 5 minutes

Requested Action: Consent, April 16th

3. Approve Final Contract with Road Construction Northwest in [CM 24-101](#) the amount of \$4,263,591 and Accept Construction for the Water Pressure Reducing Valve (PRV) Replacements Phase 2 Project

[Attachment A: Project Information Sheet and Vicinity Map](#)

[Attachment B: Additional Project Information](#)

Department: Public Works, 5 minutes

Requested Action: Consent, April 16th

4. Approve Consultant Services Supplement 3 with Opsis [CM 24-125](#)
Architecture, LLP, in the Amount of \$325,000, for a Total
Contract Budget of \$5,536,638 for the Redmond Senior and
Community Center Project

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

[Attachment C: Consultant Agreement](#)

Department: Public Works, 5 minutes

Requested Action: Consent, April 16th

5. Approval of a Consultant Agreement with Miller Hayashi [CM 24-138](#)
Architects PLLC, in the Amount of \$108,281, for the Fire
Station 17 Siding Replacement Project

[Attachment A: Project Information Sheet](#)

[Attachment B: Consultant Agreement](#)

Department: Public Works, 5 minutes

Requested Action: Consent, April 16th

6. Award Construction Contract for the 10000 Avondale Erosion [CM 24-140](#)
Control Project

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

Department: Public Works, 5 minutes

Requested Action: Consent, May 7th

7. Committee Workplan [CM 24-099](#)

[Attachment A: Workplan](#)

5 minutes

ADJOURNMENT

Meeting videos are usually posted by 12 p.m. the day following the meeting at redmond.legistar.com, and can be viewed anytime on Facebook/YouTube (@CityofRedmond) and OnDemand at redmond.gov/OnDemand



Memorandum

Date: 4/2/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-139

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-553-5814
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DEPARTMENT STAFF:

Public Works	Micah Bonkowski	Program Administrator
Public Works	Aaron Moldver	Environmental Programs Manager

TITLE:

Adopt the Construction and Demolition Debris Recycling and Reuse Ordinance

OVERVIEW STATEMENT:

This ordinance creates a process and mechanism to divert construction debris from the waste stream generated within the City of Redmond.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Environmental Sustainability Action Plan: Action M4.2
Utilities Strategic Plan: Strategy 7
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The ESAP goal of increasing the City's diversion rate of recyclable materials from the waste stream will require a

significant increase in the amount of tonnage diverted from landfill disposal from the City of Redmond. Construction and Demolition debris from development and construction projects in the City provides a great opportunity to increase diversion. Encouraging construction and demolition debris towards reuse rather than landfilling will also reduce the greenhouse gas emissions associated with new building materials.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Much of the consultant contract for this project is devoted to outreach to stakeholders and community members as the program is implemented. Stakeholder engagement and interviews were completed prior to drafting the ordinance language. Future work will involve outreach and education to the development and demolition contractors in the 1 year lead up to the effective date of the ordinance.
- **Outreach Methods and Results:**
Executive interviews of stakeholders and subject matter experts have been completed, and we have conducted internal stakeholder engagement with the Planning Department, Sustainability staff, and Public Works staff. The engagement work and findings is outlined in the attached memo.
- **Feedback Summary:**
11 interviews have been completed with industry stakeholders including C&D processors, waste haulers, environmental advocacy groups and the development community. We have received constructive feedback from each sector that will help in shaping a Redmond specific C&D program.

BUDGET IMPACT:

Total Cost:
200,000

Approved in current biennial budget: ☒ Yes ☐ No ☐ N/A

Budget Offer Number:
000220 from the 2021-2022 biennium

Budget Priority:
Healthy and Sustainable

Other budget impacts or additional costs: ☒ Yes ☐ No ☐ N/A

If yes, explain:

If adopted, the City will implement tonnage tracking software that will have a minimal annual cost to operate. In addition there will be staffing costs incurred for ongoing program implementation.

Funding source(s):
Solid Waste Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/26/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/16/2024	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Draft Ordinance
Attachment B: Council Briefing Summary
Attachment C: Presentation

ORDINANCE DRAFT

City of Redmond

Construction and Demolition Debris Recycling and Reuse¹

CITY OF REDMOND
ORDINANCE NO. XXXXXX

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON AMENDING REDMOND MUNICIPAL CODE TITLE 15, BUILDINGS AND CONSTRUCTION, ADDING NEW CHAPTER 15.28 CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING AND REUSE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

Whereas:

WHEREAS, the City's Climate Action Implementation Plan adopted in 2014 recommends the creation of a construction and demolition waste recycling program as a strategy to reduce greenhouse gas emissions;

WHEREAS, the 2020 Environmental Sustainability Action Plan (ESAP) provides a strategic roadmap for achieving a climate friendly and environmentally sustainable community. This plan directs the City to prepare, adopt, and implement source reduction and recycling programs to reach its landfill diversion goals, and requires the City to substantially reduce its waste materials going to landfill, specifically by achieving a diversion rate of 80%;

WHEREAS, the City's 2020 Climate Emergency Declaration establishes a goal of carbon neutrality for City operations by 2030 and makes other key climate and sustainability commitments;

WHEREAS, recycling construction and demolition materials will substantially advance progress towards the Environmental Sustainability Action Plan and Climate Emergency Declaration goals;

WHEREAS, the King County Cities Climate Collaboration (K4C), of which Redmond is a founding member, urges cities to adopt Construction and Demolition ordinances in alignment with collective K4C goals;

WHEREAS, King County, pursuant to State legislation and King County Codes (KCCs), may require generators of solid waste generated within its jurisdiction (including construction and demolition waste) to make use of disposal, transfer, or resource recovery sites or facilities designated by the County;

WHEREAS, the County is authorized to enter into Designated Facility agreements with the owners and operators of Construction and Demolition processing facilities that meet criteria established by the King County Solid Waste Division to receive, recycle and dispose of Construction and Demolition waste;

WHEREAS, King County has banned from disposal at Cedar Hills, specific materials commonly generated during construction, demolition, and salvage activities.

WHEREAS, demolition projects in King County above 6,000 square feet must submit a diversion plan for prohibited materials.

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

Section 1: Findings and Conclusions.

After carefully reviewing the record and considering the evidence and arguments in the record and at the public meetings and hearings, the City Council hereby adopts the findings, conclusions, and recommendation of the **Public Works Committee of the Whole as directed on xxxxx.**

Section 2: Amendments to Redmond Municipal Code (RMC), Title 15, Buildings and Construction.

To include new Chapter 15.28, Construction and Demolition Debris Recycling and Reuse, to read as follows:

15.28.010	Definitions
15.28.020	Purpose and Intent
15.28.030	Applicability for covered projects
15.28.040	Requirements
15.28.050	Exemption
15.28.060	Penalties for violation
15.28.070	Enforcement

15.28.010: Definitions.

The following definitions shall apply:

(#) "Banned Materials" Materials banned from disposal in landfills by King County construction and demolition receiving facilities, as identified by King County.

(#) "Certified Deconstruction Contractor" A licensed contractor having at least one current employee who has successfully completed a deconstruction certification program recognized by King County.

(#) "Certified salvage verifier" An independent person, company or agency approved by the King County Solid Waste Division, or designee, deemed capable to prepare a deconstruction and salvage assessment.

(#) "City-Sponsored" project means a project constructed or administered by the City (including demolition and deconstruction projects).

(#) “Construction and Demolition Material (C&D material)” refers to building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations, which are not dangerous as defined in RCW 70A.300.010. C&D materials include, but are not limited to: asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel. The material may be commingled with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

(#) “Construction and Demolition (C&D) Material Recovery Facility (MRF)” means a facility that receives only C&D material, in which the residual (disposed) amount of waste in the material is less than ten percent of the average weight of material separated for reuse received by the facility over a one-month period.

(#) “Covered Project” refers to residential, commercial, and City-sponsored deconstruction, demolition, renovation, and construction projects and shall be further defined by the thresholds set forth in Section 15.28.030: Applicability for covered projects.

(#) “Deconstruction” the systematic disassembly of a building, and the subsequent return to commerce and reuse of a substantial percentage of salvaged materials, with a secondary purpose of recycling the remaining materials. Heavy machinery may be used in the deconstruction process.

(#) “Deconstruction and salvage assessment” A document summarizing the building components of an existing building that, if removed, have potential to be reused. This assessment shall be signed by the owner or authorized agent and serve as an affidavit stating that the project shall be executed in compliance with the requirements of this code.

(#) “Demolition” The process of razing, relocating, or removing an existing building or structure, or a portion thereof.

(#) “Designated Facility” or “King County Designated Facility” A designated Facility is either a Construction and Demolition Debris Material Recovery Facility (MRF) or a privately owned transfer station that has a signed agreement with King County that permits it to accept mixed C&D Debris and waste C&D Debris from jobsites located within the county’s jurisdiction.

(#) “Director” Unless otherwise specified, shall be the Director of Public Works or his/her designated representative.

(#) “Disposal” Means the discharge, deposit, injection, dumping, leaking, or placing of any solid waste into or on any land or water.

(#) “Diversion/Divert” means to use material for any reuse or recycling purpose other than disposal in a landfill or for use as fuel.

(#) “Project” means any activity that requires a building or demolition permit or any similar permit from the City.

(#) “Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating, or thermally destroying solid waste.

(#) “Reuse”. The return of a commodity into the economic stream for use.

(#) "Salvage" The recovery of C&D building materials and components from a building or building site in order to increase the reuse or repurpose potential of these materials, and decrease the amount of material being sent to the landfill. Salvaged material may be sold, donated, or reused on site.

(#) "Solid waste" or "wastes" means all putrescible and nonputrescible solid and semisolid wastes, except wastes identified in WAC 173-350- 394 020, including, but not limited to, garbage, rubbish, ashes, industrial wastes, commercial waste, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, discarded commodities and recyclable materials.

(#) "Source Separated Materials" means materials that are sorted at the site of generation by individual material types, including commingled recyclable materials, for the purpose of recycling.

(#) "Volume-to-Weight Conversion Rate" means the rate set forth in the standardized conversion rate table approved by the City, pursuant to this Chapter, for use in converting the volume of materials identified in the waste management plan to weight.

(#) "Waste diversion plan" means a plan prepared in a format approved by the City and submitted to the City by the generator, including but not limited to the property owner or demolition contractor, for an eligible demolition project

(#) "Waste Diversion Report" means a report to the City of the material from the project meeting the requirements of Section 15.28.040 C. Reporting.

(#) "Waste Hauler" means a company that possesses a valid permit from an authorizing governmental body to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal under the City of Redmond's name.

(#) "Waste Management Plan (WMP)" means a completed waste management plan form, approved by the City and County for the purpose of compliance with this Chapter, submitted by the applicant for any covered or non-covered project.

15.28.020: Purpose and Intent

A. Prevent disposal of valuable reusable materials through the following methods.

1. Ensure construction and demolition projects are sending materials of value to King County designated C&D material recovery facilities;
2. Require salvage assessments are conducted before every demolition project to highlight the value and market for the material being created by the demolition, and encourage deconstruction as an alternative to demolition;
3. Require tonnage and destination of generated C&D materials to be reported to the City from all covered projects.

15.28.030: Applicability for covered projects.

A. Applicability

Beginning one year from ordinance adoption.

1. These regulations shall apply to all residential, commercial, and City-sponsored deconstruction, demolition, renovation, and construction projects 200 square feet or greater in area. Projects that do not qualify as a "work exempt from permit" as determined by the City are not exempt from these regulations. All City-sponsored projects shall be considered covered projects, unless specifically exempted, regardless of whether a building or demolition permit is required.

2. All covered demolition and deconstruction projects must obtain a salvage and deconstruction assessment from a King County certified salvage verifier.

B. Transparent Communication:

The requirements of this section shall be clearly communicated on all City-issued permit applications for deconstruction, demolition, renovation, and construction permits. All such applications shall include a required signature box allowing applicants to confirm they have reviewed the requirements.

15.28.040: Requirements.

A. Diversion

All banned materials shall be diverted from disposal per King County Code 10.30.020.

Mixed construction and demolition waste shall be sent to a material recovery facility (MRF) designated under King County Code 10.30.020.

B. Reporting

Documents to be Submitted to the City of Redmond

1. At application for a demolition permit, the owner or authorized agent shall submit one or more of the following documents:

- a. Deconstruction and salvage assessment. Exception: Projects that include only new construction.
- b. A statement of compliance with either the regulations of the Puget Sound Clean Air Agency regarding asbestos identification, notification, and abatement; or the Washington Department of Labor and Industries asbestos project notice of intent.

2. Prior to Certificate of Occupancy or permit final, the owner or authorized agent shall submit a completed waste diversion report to the City of Redmond along with the following documentation:

3. Receipts for materials taken to be recycled or landfilled. Receipts shall be provided for C&D material recycled or disposed at each designated facility that received material for processing or transfer, and shall include the following information:

- a. The weight of each load,
- b. Whether the material was disposed in a landfill or diverted for reuse, recycling, or beneficial use,

c. Permit number or site address, and

d. The date materials were accepted by the receiving facility.

4. Receipts for materials that were salvaged. Receipts shall be submitted for construction and demolition material that was salvaged for reuse:

a. The weights or quantity of each material,

b. Permit number or site address

c. The receiving location, and

d. The date materials were accepted at the receiving location.

Exception: When a receipt cannot be obtained, a signed statement from the receiving location and photo documentation shall be provided. If the receipt provides information for multiple projects, the permit number or address and the amount of material for each project must be clearly identified.

5. Any additional information needed to support claims of compliance.

6. When the required documentation is not able to be provided, a notarized affidavit of compliance may be allowed as proof of diversion.

7. Where shared construction and demolition collection containers are used by 2 or more permitted projects, a final waste diversion report may be substituted for periodic waste diversion reports on a submittal schedule determined by the Director.

8. Tonnages shall be submitted using City-approved forms, which may include online submittal.

C. Salvage Assessment

All covered demolition projects must obtain a salvage and deconstruction assessment from a King County certified salvage verifier.

D. Weighing of Wastes

Permit applicants shall ensure that all C&D material, both diverted and landfilled, is measured, and recorded using best management practices. To the extent practical, all C&D material shall be weighed on scales. Such scales shall comply with all State and County regulatory requirements for accuracy and maintenance. To measure C&D materials for which weighing is not practical due to their small size or other considerations, a volumetric measurement shall be used. For the conversion of volumetric measurements to weight, the applicant shall use standardized volume-to-weight conversion rates, per material type, as set forth in the standardized conversion rate table approved by the City pursuant to this Chapter.

E. City-Sponsored Projects:

All City-sponsored deconstruction, demolition, renovation, or construction projects shall require City contractors to submit a Waste Diversion Plan identifying where materials will be taken for salvage, reuse,

recycling, or disposal. A report shall be submitted listing the final, measured weight, by destination, of all such materials transported, and shall use City-approved forms, which may include online submittal.

15.28.050: Exemption.

A. Application

If an applicant believes it is infeasible to comply with the requirements of this Chapter due to the circumstances delineated in this Section, the applicant may apply for an exemption. Exemptions may be granted based on the unsuitability of materials for recycling (such as burned materials, disaster-generated materials, etc.), necessity to remove material promptly due to threat to human health or the environment, or other extenuating circumstances.

B. Granting of Exemption

If the City determines that it is infeasible for the applicant to meet the reporting or deconstruction and salvage assessment requirement due to the above considerations, the applicant shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the Waste Diversion Report they submit.

C. Denial of Exemption

Upon a denial by the City, the applicant shall have ten days from the time of denial to file an appeal, and thirty days from the time of denial to resubmit an approach to achieving full compliance. If the applicant fails to resubmit, or if the resubmittal is inadequate to achieve full compliance, the City shall deny any requested permits or permission to proceed with the project.

15.28.060: Enforcement and penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof, at the discretion of the Building Official, shall be subject to the enforcement and penalties provided in RMC Chapter [1.14](#).

Section 5: Preparation of Final Documents.

The Administration is directed to prepare the Redmond Municipal Code and Planning Department Fee documents, including updates to chapter numbers, correction of any typographical errors, minor stylistic or editorial revisions, general formatting, and include appropriate graphic illustrations.

Section 6: Severability.

If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 7: Effective Date.

This ordinance shall take effect thirty days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Redmond City Council this # day of month, year.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL D. XANTHOS, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

DANIEL P KENNY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. xxxx

YES:

M E M O R A N D U M

DATE: 3/27/2024

TO: City Council

FROM: Micah Bonkowski

**SUBJECT: Construction and Demolition Debris
Recycling and Reuse Ordinance Development
Summary**

Background

The adopted 2020 Environmental Sustainability Action Plan has set a goal of achieving a rate of 70% diversion of waste from the landfill by 2030. City of Redmond Solid Waste and Recycling staff conducted research and found that among California cities that report 70% or higher diversion rates, a large driver was the tracking and reporting of Construction and Demolition (C&D) waste as part of their diversion total. Of the policy options reviewed, C&D tracking returns the largest diversion benefit for the lowest amount of regulation compared to other policy options such as mandatory recycling, fines for recycling in garbage, mandatory organics collection, every-other-week garbage collection, and others. Among cities that track C&D, approximately 40% of their total waste comes from C&D tons. By building off existing King County rules and regulations about Construction and Demolition Debris in the landfills through a program that was to quantify the volume of C&D generated and diverted from the landfill, the City's overall diversion rate would meet or exceed those of California cities by simply focusing on C&D diversion while continuing our existing waste diversion and recycling programs.

Since January 1, 2016, King County has banned five major clean construction materials along with Construction & Demolition Debris (C&D) waste from King County Landfills. King County requires that C&D must go to designated C&D facilities.

The proposed City of Redmond ordinance would build off the King County Code and includes the following key elements:

1. Require projects generating C&D material to report their C&D tonnage to the City.
2. Encourage salvage and reuse of materials, and deconstruction of certain types of buildings.
3. Create a process for setting City-wide C&D diversion targets for covered projects for future code updates.

Benefits of an Ordinance

- Create a streamlined process for reporting C&D tonnage by developers and homeowners.
- Developers may use C&D diversion totals to meet LEED or other green building incentives.
- Capture of recycled C&D data from projects within Redmond is a key metric in meeting County and City diversion goals.

Impact to Homeowners

Demo Permit: Homeowners would have one more document added to the four documents currently required for a demo permit. Size thresholds to qualify a project are not changing. The permit would not be closed out until the C&D tonnage report and salvage assessment confirmation is received by the City. A salvage assessment is free, a certified salvage assessor completes an inspection to determine if there are materials of value before demo begins and makes a recommendation of the salvage potential along with potential cost savings. Homeowners are not required to do salvage in either case.

Building Permit: For projects meeting the size threshold, the homeowner would be required to submit C&D tonnage report to the City before the permit is closed out.

Impact to Developers

Demo Permit: Developers would have one more document added to the demo permit, requiring them to submit a final C&D tonnage report and confirmation of salvage assessment to the City. The demo permit would not be closed out until the report is submitted. In King County, projects are already required to take C&D to a designated C&D facility, so all projects should already be tracking tonnage. A salvage assessment is free, a certified salvage assessor completes an inspection to determine if there are materials of value before demo and makes a recommendation of the salvage potential along with potential cost savings. Developers are not required to do salvage in either case.

Building Permit: Developers would be required to submit C&D tonnage reports to the City before the permit is closed out.

Impact to City Staff

Public Works staff will provide review of tonnage reporting, and salvage assessments to support the Planning Department.

Summary of Work Completed

- 11 interviews have been completed with industry stakeholders including C&D processors, waste haulers, environmental advocacy groups and the development community. We have received constructive feedback from each sector that helped shape the ordinance language.
- Internal team meetings with City staff to clarify ordinance process and language.
- Collaboration with King County Solid Waste staff to ensure alignment with existing KC code language, and recommended Regional Code Collaboration language.
- Council updates
- Ordinance language drafted

Interviews and tailored questionnaires were used to solicit input from developers, builders, environmental organizations, C&D recyclers, deconstruction experts, and others regarding management and regulatory approaches for increasing C&D diversion, recycling, and salvage. This work helped identify key decision points about policy structure (e.g. fines vs. incentives) and helped refine definitions of program components, which were then leveraged to inform the initial drafting of a C&D ordinance.

Efforts were also made to align with King County's C&D regulatory structure, and to explore available technical systems (e.g. Green Halo) that can support data collection, diversion tracking, and policy enforcement. In addition, the Regional Code Collaboration released a C&D Policy template in 2023 that included recommended ordinance language.

Several themes emerged from the research, interviews, and ordinance drafting. The content of these themes were addressed by and incorporated into the C&D ordinance crafted by the City.

- Compliance should be incentivized. This can be accomplished through a penalty, reward, or deposit incentive structures. Various options exist for either approach. Any such drivers should be clearly communicated through the ordinance and associated program guidance. Enforcement should be driven by the incentive structure, and should avoid large staffing demands on the City.
- Demolition and new construction permitting should not be separated.
- The City's C&D ordinance should be aligned with existing County requirements and processing infrastructure, for example, by mirroring the list of covered materials currently prohibited from disposal, emphasizing salvage, and requiring use of County-designated C&D facilities.
- Market development for C&D materials should be supported through the ordinance if possible, such as through municipal purchasing requirements for public works and capital projects.
- The definition of recycling should incentivize the highest and best resource use and avoid fuel markets. Salvage and reuse should be prioritized in program materials and guidance, even if not required by ordinance.
- Data collection, tracking, and reporting should be integrated into the City's permit system and aligned with the scale systems used at County-designated C&D processing facilities. The City should coordinate with regional efforts to standardize C&D data collection and reporting through utilizing software platforms such as Green Halo. Selected metrics should support the City's tracking of and compliance with goals outlined in its Environmental Sustainability Action Plan.

List of Stakeholders Engaged

The following table provides an overview of local stakeholder engagement.

Category	Organization	Individual	Title
City of Redmond	Multiple City staff and departments	Cathy Beam Micah Bonkowski Jenny Lybeck Elizabeth Myers Aaron Moldver Aaron Noble Travis Salley	Principal Planner Solid Waste Lead Sustainability Manager Permit Technician Env. Prog. Supervisor Construction Div. PM Planning Manager
Government	City of Seattle, Public Utilities	Katie Kennedy	Waste Diversion Lead
Government	King County Solid Waste	Kinley Deller	C&D Program Manager
Builder/Developer	Murray Franklyn	Gina Estep Todd Levitt Tom Stegman Glen	Entitlement Manager Land Acquisition
Member Associations	Built Green	Sonja O'Claire Nina Oliver	Program Manager; Program Coordinator
Member Associations	Construction & Demolition Recycling Association/Recycling Certification Institute	Bill Turley Stephen Bantillo	Executive Director Recycling Certification Institute ED
Member Associations	National Association of Minority Contractors	Vicky Santorelli	Executive Director
Member Associations	Master Builders Association	Gina Clark	Governmental Affairs Lobbyist
Policy and Advocacy	Zero Waste Washington	Heather Trim	Executive Director
Recyclers	DTG Recycle	Ryan Jackman John Martin Mike Sheldon Tom Vaughan	Chief Growth Officer General Counsel Chief Compliance Officer CEO
Recyclers	United	Seth Kaulfuss Brian Moody	Operations Manager General Manager
Salvage and Reuse	Reuse Consulting	David Bennink	Owner, Second Use
Salvage and Reuse	NW Building Salvage Network/ 2nd Use	Dirk Wassink	President, 2nd Use
Salvage and Reuse	Sledge	Ben Pearson	Operations Manager

General Industry	Green Halo	Manny Mendoza	Account Manager
General Industry	Silliker & Associates	Jared Silliker	President

C&D Council Touches

- Solid Waste Program Update to Study Session – 9/14/2021
- Consultant Contract Approval for C&D Ordinance Drafting and Implementation – 10/5/2021
- C&D Update to Parks and Environmental Sustainability Committee of the Whole – 6/28/2022

ADDITIONAL BACKGROUND

Regional and City Plans that Drive C&D Implementation

2012 King County-Cities Joint Climate Commitments (K4C)

In June 2012, the City Council adopted by resolution the King County-Cities Joint Climate Commitments (K4C). Among other things the K4C includes:

- Voluntary regional commitments
- Policy goal
 - Achieve a 70% recycling rate countywide: by 2030,
 - Achieve zero waste of resources for materials that have economic value for reuse, resale, and recycling.
 - Related actions: Develop a regional strategy through the adopted 2019 Comprehensive Solid Waste Management Plan to reach zero waste of resources by 2030 through a combination of education, incentives, and regulatory tools aimed at single-family, multi-family residents, businesses, and construction projects in King County.

2019 King County Comprehensive Solid Waste Management Plan

On 7/2/2019, The City Council adopted by resolution the King County 2019 Comprehensive Solid Waste Management Plan. The Comprehensive Solid Waste Management Plan is required by RCW 70.95, Approved by the Department of Ecology, and adopted by the County Council, and City Councils that are part of the County solid waste system. The Plan includes a variety of goals and actions that target increased diversion.

- Plan Policy Goal: Achieve Zero Waste of Resources – to eliminate the disposal of materials with economic value – by 2030, with an interim goal of 70% recycling through a combination of efforts in the following order of priority:
 - Waste Prevention and Reuse
 - Product stewardship
 - Recycling and composting
 - Beneficial use
- Plan Recommended Actions, Construction and Demolition Materials Recycling:

- Action 26-s, Work collaboratively with cities to implement building codes that require compliance with construction and demolition debris recycling and handling requirements contained in county code.
- Action 27-s, Continue to explore options to increase the diversion of construction and demolition debris from disposal in the landfill, particularly for wood, metal, cardboard, asphalt shingles, carpet, and gypsum wallboard.
- Action 28-s, Increase regional recycling of construction and demolition materials through education and enforcement of construction and demolition debris recycling requirements.

2020 City of Redmond Environmental Sustainability Action Plan (ESAP)

In September of 2020, The City of Redmond City Council adopted the Environmental Sustainability Action Plan (ESAP). The ESAP includes goals, strategies and actions that target increased diversion and specifically C&D waste.

- Plan Policy Goal: 70% waste diversion rate by 2030, Zero Waste of Resources (80%) by 2050
- Plan Recommended Strategies and Actions:
 - Strategy M1: Increase diversion of community waste while reducing cross-contamination within waste streams
 - Strategy M4: Address construction and demolition (C&D) waste.
 - Action M4.1: Contractor outreach
 - Action M4.2: C&D diversion requirements
 - Action M4.3: C&D recycling service
 - Action M4.4: C&D reuse partnerships

2021 City of Redmond Community Strategic Plan

The City of Redmond Community Strategic Plan was adopted by Council in October 2019 and revised November 2021. The Plan includes an Environmental Sustainability objective to achieve carbon neutrality by 2050 with specific strategies, measures, and actions related to waste generation.

- Strategy #1 – Reduce Redmond’s greenhouse gas emissions and waste generation.
 - Measure – Percentage of waste diverted from the landfill.
 - Actions
 - Implement policies and programs to increase waste diversion
 - Develop policies and other programs to promote green building and environmentally sustainable practices in the Redmond Community.

2021 City of Redmond Utilities Strategic Plan

In March of 2021, The City of Redmond City Council adopted the Utilities Strategic Plan (USP) that includes 20 strategies to improve City-run utility services looking forward from 2021 through 2050. The USP includes Strategy 7 that aims to increase diversion from the landfill.

- Strategy 7: Reduce the amount of garbage Redmond residents, businesses, and city facilities send to the landfill each year.
- Plan Target; Achieve a 70% diversion rate city-wide by 2030

2022 City of Redmond Comprehensive Plan, Updated

NE-8 Reduce waste, reuse and recycle materials, and dispose of all wastes in a safe and responsible manner.

NE-10 Support sustainable development and strive towards becoming a sustainable community.

NE-12 Encourage environmentally friendly construction practices, such as LEED, King County Built Green, and low impact development

UT-51 Continue to coordinate with King County on regional hazardous and solid waste issues, such as product stewardship and the “wastemobile”, waste studies, and construction and demolition debris.

UT-56 If solid waste reduction and recycling goals are not met, consider implementing mandatory programs which would further sustainability goals by minimizing impact to the Cedar Hills landfill and preventing cost increases associated with securing alternative waste disposal sites.

2023-2024 Biennial Budget Offer

2023-2024 Budget above baseline offer, approved by Council

- Goal: develop a construction and demolition recycling program to address the largest unquantified waste stream in the City.

The following table summarizes, and provides links to, key requirements in the King County code that govern C&D management. The content can be used both to inform the development of Redmond’s code, and to ensure alignment between the City’s C&D code and the County’s regulations.

King County Requirements for C&D Management	Source
<p><u>C&D materials banned from landfill disposal</u></p> <p>"Readily recyclable materials from construction and demolition projects are required to be recycled. The following materials are banned from landfill disposal:</p> <p>Clean wood (clean, untreated, unpainted) Cardboard Metal Gypsum scrap (new) Asphalt paving, bricks, and concrete"</p>	<p>King County C&D requirements web page (1)</p>

<p><u>Mixed C&D and non-recyclable C&D waste</u></p> <p>"All generators, handlers and collectors of mixed C&D waste or nonrecyclable C&D waste generated within the county's jurisdiction shall deliver, or ensure delivery to, a designated C&D receiving facility."</p>	<p>Ordinance 19347 (2)</p>
<p><u>Management of recyclable C&D materials</u></p> <p>"Recyclable C&D materials may be transported to any [designated] C&D recycling facility or to a recycling market in or outside of King County."</p>	<p>Ordinance 18166 (3)</p>
<p><u>Acceptance of small loads of C&D</u></p> <p>"Small loads of C&D (in vehicles not equipped with dumping mechanisms) are accepted at King County Solid Waste Division transfer stations."</p>	<p>King County C&D requirements web page (1)</p>
<p><u>Disposal of C&D at King County transfer facilities</u></p> <p>"A generator, handler or collector of C&D waste generated within the county's jurisdiction shall not deliver, or cause delivery of, a load of C&D waste to a C&D receiving facility that is a transfer facility unless:</p> <p>a. the generator, handler or collector ensures before delivery that the load contains no more than twenty percent of the recyclable C&D materials banned from landfill disposal under subsection G. of this section and that will be assessed through visual inspection by the transfer facility; or</p> <p>b. the generator, handler or collector confirms before or upon delivery that the transfer facility shall transfer the load to a C&D receiving facility that is a material recovery facility or shall otherwise manage the load to remove materials banned from landfill disposal under subsection G. of this section, and the transfer facility provides documentation to the generator, handler or collector delivering the load that the transfer facility will manage or has managed the load in a manner that complies with these requirements."</p>	<p>Ordinance 19347 (2)</p>
<p><u>Landfill fees for C&D waste</u></p> <p>"A fee as specified in section 6 of this ordinance, is imposed on C&D wastes generated in the county's jurisdiction and disposed by C&D receiving facilities at landfills for the purpose of funding division costs to manage the C&D recycling and disposal program."</p>	<p>Ordinance 18166 (3)</p>
<p><u>Onsite containers</u></p> <p>"Washington State regulations (WAC 173-345-040) require a separate collection container be provided for waste at jobsites that conduct recycling."</p>	<p>King County C&D requirements web page (1)</p>

<p><u>Use of intermodal containers</u></p> <p>"Bulk shipping containers cannot be used to transport C&D waste from jobsites to landfills except under certain conditions (4) (see next paragraph)."</p> <p>"A generator, handler or collector of nonrecyclable C&D waste from an eligible C&D demolition project may deliver directly to or ensure delivery directly to, a C&D receiving facility that is an intermodal facility or landfill only in accordance with a waste diversion plan that adheres to the requirements in subsection H. of this section and has been approved in writing by the division; and</p> <p>For each eligible C&D demolition project with an approved waste diversion plan, the generator must also submit a waste diversion report to the division within sixty days following completion of demolition activities. The waste diversion report shall verify compliance with the waste diversion plan and be accompanied by receipts from the intermodal facilities or landfills that received nonrecyclable C&D waste and, when included as a component of the approved plan, from the C&D recycling facilities that received the recyclable C&D materials or the C&D receiving facilities that received the mixed C&D waste."</p>	<p>King County C&D requirements web page (1)</p> <p>Ordinance 19347 (2)</p>
<p><u>Waste diversion plan</u></p> <p>"A waste diversion plan submitted under this section must adhere to the format approved by the division director, show that the disposition of waste is planned in a manner that maximizes recovery of the recyclable C&D materials banned from landfill disposal under subsection G. of this section, list the proposed intermodal facilities or landfills that will receive nonrecyclable C&D waste and list the proposed facilities to process mixed C&D waste and recyclable materials generated during the eligible C&D demolition project."</p>	<p>Ordinance 19347 (2)</p>

Links for Convenience:

- (1) <https://kingcounty.gov/en/legacy/depts/dnrp/solid-waste/programs/green-building/construction-demolition.aspx>
- (2) <https://mkcclegisearch.kingcounty.gov/View.ashx?M=F&ID=9933511&GUID=655CDD64-0E41-48C2-BD48-89FA72E47823>
- (3) <https://your.kingcounty.gov/dnrp/library/solid-waste/greentools/ordinance-18166-C-and-D-recycling.pdf>
- (4) <https://kingcounty.gov/en/legacy/depts/dnrp/solid-waste/programs/green-building/construction-demolition/direct-disposal.aspx>

The following table summarizes, and provides links to, existing C&D management requirements in the King County code that are tied to the Demolition Permit process. The content can be used to inform the development of Redmond's code, and to ensure alignment between the City's C&D code and the County's regulations.

Note, we were not able to identify any specific C&D management guidance in the King County Code that is explicitly tied to Construction Permitting.

	Key C&D Requirements Tied to Demolition Permits	Source
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Residential	<u>Inclusion with other permits</u> "When the residential demolition is being done in conjunction with the remodel of an existing or construction of a new single-family home, the demolition permit can be included as part of the remodel or new construction permit."	Residential demolition permits (1)
	<u>Disturbed soil</u> "All disturbed soil must be stabilized and must remain on site."	Residential demolition permits (1)
	<u>Demolition debris disposal</u> "Demolition debris must be removed from the site and delivered to a licensed landfill or recycling facility."	Residential demolition permits (1)
	<u>Provision of disposal receipts</u> "Be prepared to provide the Permitting inspector with disposal receipts verifying that all demolition debris has been disposed of properly."	Residential demolition permits (1)
Non-Residential	<u>Inclusion with other permits</u> "When the nonresidential demolition is being done in conjunction with the remodel of an existing structure or construction of a new structure, the demolition work can be included as part of the remodel or new construction permit."	Non-Residential demolition permits (2)
	<u>Asbestos testing and abatement</u> "Building owners are responsible for hiring a professional testing firm to perform a good faith survey to identify asbestos-containing materials in the building." "If ACMs are identified in a building, the Puget Sound Air Pollution Control Agency requires that building owners file a Notice of Intent to Remove Asbestos and pay a filing fee."	Non-Residential demolition permits (2)

	<p><u>Solid Waste Management Plan</u></p> <p>"A Solid Waste Management Plan (SWMP) may also be required. It should detail how the property owner intends to dispose of the waste materials. Property owners must consider recycling options to the extent possible, when compiling a demolition plan."</p>	<p>Non-Residential demolition permits (2)</p>
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Links for Convenience:

- (1) <https://kingcounty.gov/~media/depts/permitting-environmental-review/dper/documents/forms/Residential-Demolition-Permits.ashx?la=en#:~:text=Remove%20all%20floors%2C%20foundations%2C%20footing,licensed%20landfill%20or%20recycling%20facility.>
- (2) <https://kingcounty.gov/~media/depts/permitting-environmental-review/dper/documents/forms/Non-Residential-Demolition-Permits.ashx?la=en>

Note the King County Salvage Assessment form (located [here](#)) links to a salvage verifier list (located [here](#)). The table below draws from the Verifier list.

URL links for convenience:

- King County Salvage Assessment form
 - <https://your.kingcounty.gov/dnrp/library/solid-waste/greentools/RCC-deconstruction-salvage-assessment.pdf>
- Salvage Verifier List
 - <https://kingcounty.gov/en/legacy/depts/dnrp/solid-waste/programs/green-building/construction-demolition/demolition-alternatives.aspx>

Salvage Verifier	Company Contact	Notes
Ballard Reuse	206 297-9119	Not on the KC Verifier list, but worth including. More info. At https://ballardreuse.com/architectural-salvage-services/
Dedicated Deconstruction	206-853-7451	
Earthwise, Inc.	206-624-4510	
Resource Woodworks, Inc.	253-474-3757	On Google Maps, this appears to now be Earthwise in Tacoma.
The RE Store	206-297-9119	
Re-Use Consulting	360-201-6977	
Second Use Building Materials	206-763-6929	
Sledge Seattle	206-290-1773	

List of Regional Deconstruction Companies

Salvage and Deconstruction Company	Company Contact	Notes
Dedicated Deconstruction	206-853-7451	
The RE Store	206-297-9119	Performs salvage, and perhaps deconstruction (depending on definitions). They are not listed on the SPU site listing deconstruction firms.
Re-Use Consulting	360-201-6977	
Second Use Building Materials	206-763-6929	Performs salvage, but not deconstruction.
Sledge Seattle	206-290-1773	

Construction and Demolition Debris Recycling and Reuse Ordinance Summary

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April 2, 2024

Micah Bonkowski, Solid Waste Program Administrator





Agenda

We're here to explain:

- **Why** we recommend this ordinance
- **How** the ordinance will work
- **What** the benefits are
- **How** we developed the ordinance

And to:

- **Ask for approval** Council to approve the ordinance



Purpose of the Ordinance

- The adopted 2020 Environmental Sustainability Action Plan has set a goal of achieving a rate of **70% diversion of waste** from the landfill by 2030.
- Among cities that track C&D, approximately **40% of total waste comes from C&D tons**.
- Research shows that in California cities achieving 70% diversion of waste or higher, **tracking C&D tons was a main driver**.



How it Works

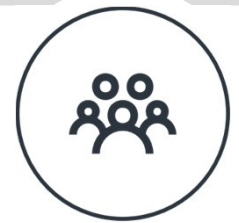
Key features

1. Require projects generating C&D material to report their C&D tonnage to the City.
2. Encourage salvage and reuse of materials, and deconstruction of certain types of buildings.
3. Create a process for setting City-wide C&D diversion targets for covered projects for future code updates.



Benefits

- Create a **streamlined process** for reporting C&D tonnage by developers and homeowners.
- Developers may use C&D diversion totals to meet LEED or other green **building incentives**.
- Capture of recycled C&D data from projects within Redmond is a **key metric in meeting County and City diversion goals**.



How We Developed it

- **Interviews with industry stakeholders**, including C&D processors, waste haulers, environmental advocacy groups, and the development community.
- Internal meetings with City stakeholder team including staff from Planning, to clarify ordinance process and language.
- **Collaboration with King County Solid Waste** staff to ensure alignment with existing KC code language and recommended Regional Code Collaboration language.



Next Steps

- Council adoption
- Implementation
 - Support developers with information
 - Incorporate C&D tracking into the City permitting system
 - Implement tracking software
 - Evaluate tonnage data to assess progress toward targets
 - Evaluate future deconstruction and salvage requirements
- Ordinance takes effect one year after adoption

Recommendation



- Approve the ordinance to be adopted on consent on April 16th



Thank You

Any Questions?

Micah Bonkowski/mbonkowski@redmond.gov



Memorandum

Date: 4/2/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-090

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Mike Haley	Sr. Engineer Project Manager
Public Works	Steve Gibbs	Acting Capital Division Manager
Public Works	Vangie Garcia	Deputy Director

TITLE:

Approve Final Contract with Johansen Construction Company and Accept Construction - NE 40th Street Shared Use Path (156th Avenue NE to 163rd Avenue NE) Project

OVERVIEW STATEMENT:

This contract with Johansen Construction Company of Buckley, Washington, for the NE 40th Street Shared Use Path, Project No. 1923-316-03, had a total bid amount of \$1,917,441.49. Considering plus or minus change orders and bid item increases or decreases, the final contract amount is \$2,387,211.79. Refer to attachment B for information about total project cost and the construction contract cost overrun. Johansen Construction Company constructed a concrete shared use path on the south side of NE 40th Street between 156th Avenue NE and 163rd Avenue NE. The path is approximately a half-mile in length and is a comfortable bicycle and pedestrian connection to the Redmond Technology light rail station.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**

N/A

- **Other Key Facts:**

N/A

OUTCOMES:

The NE 40th Street Shared Use Path, located on the south side of NE 40th Street from 156th Ave NE to 163rd Ave NE, provides a half-mile comfortable bicycle and pedestrian connection to the Redmond Technology light rail station in the Overlake Regional Growth Center and supports future extensions east to the Idylwood Neighborhood.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

Construction contract final amount \$2,387,211.79

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

CIP

Budget Priority:

Vibrant and connected.

Other budget impacts or additional costs:

☐ Yes

☒ No

☐ N/A

If yes, explain:

N/A

Funding source(s):

Transportation CIP, Federal Highway Grant, Puget Sound Regional Council (PSRC) Grant

Budget/Funding Constraints:

Federal Highway Funds that were obligated for construction required “continuous project progress”. This progress was achieved, and the full grants were reimbursed.

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/3/2022	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/16/2024	Business Meeting	Approve

Time Constraints:

Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens

ANTICIPATED RESULT IF NOT APPROVED:

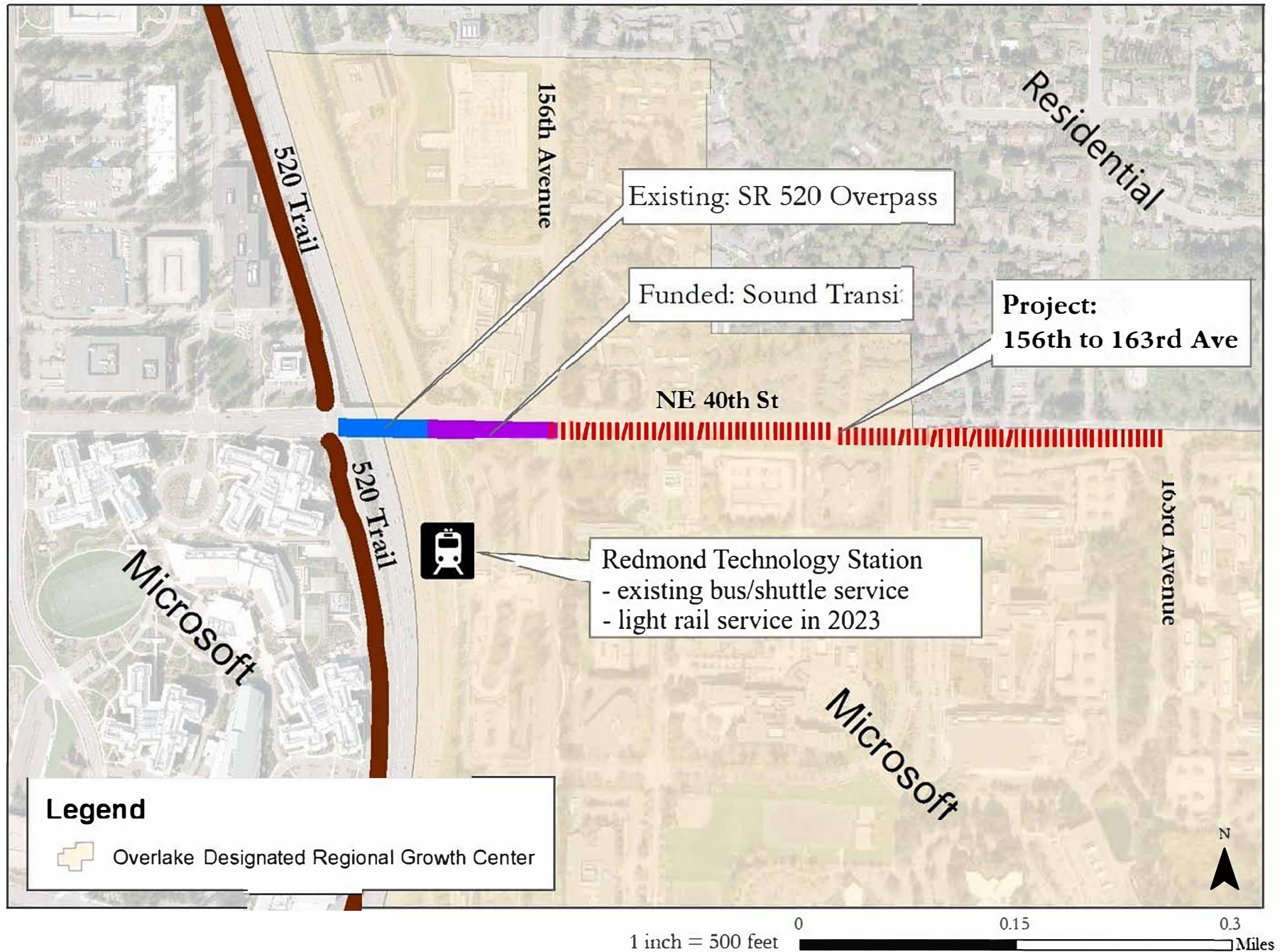
N/A

ATTACHMENTS:

Attachment A: Vicinity Map

Attachment B: Additional Project Information

NE 40th Street Shared Path



Attachment B – Additional Project Information

NE 40th Street Shared Use Path (156th Avenue NE to 163rd Avenue NE), Project 1923-316

Fiscal Information

Current Project Budget

PSRC Grant through WSDOT	\$ 197,850
WSDOT Federal Highway Grant*	\$1,735,674
Transportation CIP - BTTI	\$2,562,778
Total Funding	\$4,496,302

Estimated Project Costs

Right of Way	\$43,731
Preliminary Design	\$349,090
Design	\$480,285
Construction	3,353,764
Total Estimated Project Cost	\$4,226,870

Budget Difference \$269,432

This budget difference will reduce the Transportation CIP portion of the project's funding.

Construction

Final Construction contract was \$2,387,211.79 and is over the original contract amount by \$469,770.30.

Top Three Major Additional Cost Items:

Change pathway from asphalt to concrete	\$176,000
Equitable adjustment support costs for additional days	\$195,000
New irrigation main and existing adjustments	\$ 123,000

These changes were made primarily for the following reasons:

- Project delays from a significant number of unmarked utilities, concrete driver strikes, and covid related impacts (including manufacturing delays) pushed the project past the end of the fall 2022 dry weather season.
- Decisions were made to change materials to permit some of the major work to continue in the winter to get the pedestrian pathway open by the end of January 2023.
- Unsuitable soils affected by the weather were replaced and materials were changed to provide long term stability of the new improvements.
- Due to an 8-month delay in the manufacture of the 18 pedestrian light fixtures needed for roadway and pathway safety, temporary lighting fixtures were installed to open roadway lanes and the pathway as the work was completed.
- The project roadway paving work was suspended until spring 2023 for suitable weather which required reimbursement of contractor support costs per our standard contract.



Memorandum

Date: 4/2/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-101

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Rob Crittenden	Project Manager
Public Works	Jeff Thompson	Senior Engineer
Public Works	Steve Gibbs	Engineering Manager Acting
Public Works	Vangie Garcia	Deputy Director

TITLE:

Approve Final Contract with Road Construction Northwest in the amount of \$4,263,591 and Accept Construction for the Water Pressure Reducing Valve (PRV) Replacements Phase 2 Project

OVERVIEW STATEMENT:

This contract with Road Construction Northwest for the Water Pressure Reducing Valve (PRV) Replacements Phase 2 project, Project No. 1802-403-03, had a total bid amount of \$4,539,902. Taking into account plus or minus change orders and bid item increases or decreases, the final contract amount is \$4,263,591. Staff is also requesting that Council accept construction.

This project abandoned and replaced seven pressure reducing valve stations throughout Redmond. The construction included the installation of new vaults, valves, and piping as well as restored streets, sidewalks, and landscaping within the limits of construction.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

N/A

- **Required:**

Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution

1503)

- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The Water PRV Replacements Phase 2 project improves the reliability of the City's water supply system. This rehabilitation project reduces the risk of water system failure due to pressure reducing valve stations.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$4,263,591

Approved in current biennial budget: ☒ Yes ☐ No ☐ N/A

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable

Other budget impacts or additional costs: ☐ Yes ☒ No ☐ N/A

If yes, explain:
N/A

Funding source(s):
Water CIP

Budget/Funding Constraints:
N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/16/2024	Business Meeting	Approve

Time Constraints:

Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens.

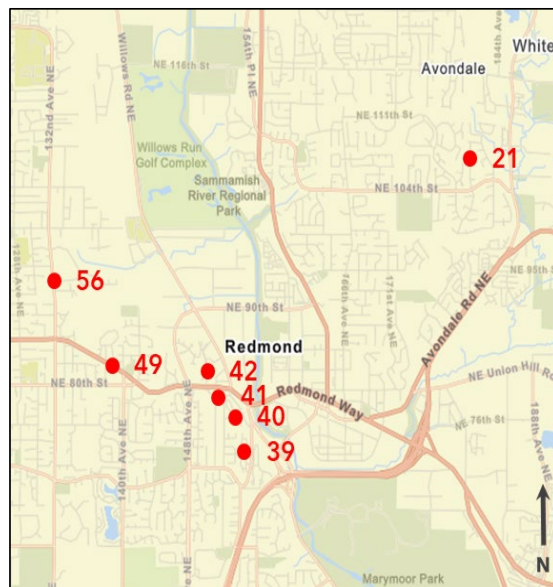
ANTICIPATED RESULT IF NOT APPROVED:

The warranty period begins upon Council acceptance. Not accepting construction will result in delay of warranty start, increasing the project close-out cost.

ATTACHMENTS:

Attachment A: Project Information Sheet and Vicinity Map

Attachment B: Additional Project Information



Attachment B – Additional Project Information

PRV Replacements Phase 2 project

Fiscal Information

Current Project Budget

Water CIP	\$8,446,808
American Rescue Plan Act (ARPA)	\$500,000
Total Funding	\$8,946,808

Estimated Project Costs

Design	\$850,118
Right of Way	\$161,321
Construction	\$4,800,806
Total Estimated Project Cost	\$5,812,245

Budget Difference (Surplus) **\$3,134,563**

Previous Project-Related Council Touches

Date	Meeting	Action
7/19/2022	Business Meeting	Award of Construction Contract

Project Photos

PRV Vault with Pressure Relief Drain, Air Release/Vacuum Discharge and Hydrant



PRV Vault Hatch Lid with Air Release/Vacuum Discharge in background



View looking down into PRV Vault



View inside PRV Vault





Memorandum

Date: 4/2/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-125

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
Parks	Loreen Hamilton	425-556-2336

DEPARTMENT STAFF:

Public Works	Eric Dawson	Senior Engineer
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TITLE:

Approve Consultant Services Supplement 3 with Opsis Architecture, LLP, in the Amount of \$325,000, for a Total Contract Budget of \$5,536,638 for the Redmond Senior and Community Center Project

OVERVIEW STATEMENT:

The architect consultant team has incurred additional costs over what was estimated for Contract Supplement 2 (Construction Administration) due to extended construction duration and higher than estimated number of construction submittals. The recent budget adjustment approved by Council on February 20, 2024 included funding for the supplement.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☒ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - Envision Redmond Senior Center Building Stakeholders Report March 2020
 - Redmond Community Strategic Plan
 - 2017 Community Priorities for the Future of Redmond's Community Centers Report
 - Redmond Comprehensive Plan
 - Redmond Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan
 - Redmond Facilities Strategic Management Plan
 - 2017-2022 Redmond Capital Investment Program (CIP). Redmond Zoning Code 21.10.070B
- **Required:**

Council approval is required to award an architectural and engineering services agreement that exceeds \$50,000

(2018 City Resolution 1503)

- **Council Request:**
N/A

- **Other Key Facts:**

The current approved \$61,700,000 budget includes funding for this consultant supplement.

OUTCOMES:

Approval of the budget supplement would allow completion of the senior and community center and keep the project on track for a grand opening in the spring of 2024.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
See Attachment B - Additional Project Information
- **Outreach Methods and Results:**
See Attachment B - Additional Project Information
- **Feedback Summary:**
See Attachment B - Additional Project Information

BUDGET IMPACT:

Total Cost:

Current Budget:	\$5,261,638
Proposed Supplement:	\$325,000
Proposed Budget:	\$5,536,638

Approved in current biennial budget: ☒ Yes ☐ No ☐ N/A

Budget Offer Number:

CIP

Budget Priority:

Infrastructure, Healthy and Sustainable, Vibrant and Connected

Other budget impacts or additional costs: ☒ Yes ☐ No ☐ N/A

If yes, explain:

Note that the proposed consultant supplement is included in the current \$61,700,000 budget approved by Council on February 20, 2024.

Funding source(s):

Debt proceeds	\$	16,139,840
General Fund	\$	13,236,527
Grants	\$	1,725,000
Impact Fees	\$	14,493,065
Misc - Solar Panels + contributions from Amazon and Emerald Heights	\$	305,457

REET	\$	15,800,111
Total Approved Budget	\$	61,700,000

Budget/Funding Constraints:

The City Council approved a total project budget of \$61,700,000 on February 20, 2024. Councilmanic Bonds were issued with City Council approval in May 2022.

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	See Attachment B: Council Review Previous Contacts	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/16/2024	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If the budget supplement is not approved, construction administration will continue, but a reduced level to meet the current budget. Reduced construction administration could result in reduced quality of construction.

ATTACHMENTS:

Attachment A - Redmond Senior and Community Center Project Information Sheet

Attachment B - Additional Project Information

Attachment C - Consultant Agreement



CIP Project Information Sheet

Project Name: Redmond Senior & Community Center Rebuild

Project Status: Existing - Revised

Functional Area(s): Parks, Facilities

Relevant Plan(s): PARCC Plan, Facilities Plan

Neighborhood: Downtown

Location: Redmond Municipal Campus

Description:

Design and construction of new Redmond Senior & Community Center

Time Frame: 2020-2024

Budget Priority: Healthy and Sustainable

Citywide Rank: N/A

Functional Area Priority: High

Anticipated Outcomes: **Primary:** Upgrade/Enhancement **Secondary:**
New senior and community center with an expected life of 60 years.

Request: **Primary Reason(s):**
Budget increase due to inflation, volatile construction costs, and bidding climate.

Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$13,301,982	\$2,414,018	\$1,400,000						\$17,116,000
Approved Changes	\$11,778,018	\$28,005,982	\$1,100,000						\$40,884,000
Current Approved Budget	\$25,080,000	\$30,420,000	\$2,500,000						\$58,000,000
Proposed New Budget	\$19,827,043	\$32,144,165	\$9,728,792						\$61,700,000
Proposed changes due to	Scope Change		Schedule Change		X Budget Change				

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)	\$130,743								\$130,743
Right of Way									
Design (31-100%)	\$5,497,869	\$74,200							\$5,572,068
Construction	\$14,198,432	\$32,069,965	\$4,328,792						\$50,597,189
Contingency			\$5,400,000						\$5,400,000
Total	\$19,827,043	\$32,144,165	\$9,728,792						\$61,700,000

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost		\$167,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	ongoing	\$2,667,000

Explanation: Professional services, supplies, utilities, and outside repairs and maintenance.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
General Fund	\$289,062	\$12,947,465		\$13,236,527
Impact Fees	\$2,992,866	\$11,500,199		\$14,493,065
Real Estate Excise Tax	\$787,687	\$15,012,424		\$15,800,111
Bond Proceeds	\$16,000,000	\$139,840		\$16,139,840
Grant	\$1,725,000			\$1,725,000
Contributions/Solar	\$189,427	\$116,030		\$305,457
Total	\$21,984,042	\$39,715,958		\$61,700,000



Attachment B – Additional Project Information

Redmond Senior and Community Center

Project Discussion

The architect consultant team has incurred additional costs over what was estimated for Contract Supplement 2 (Construction Administration) due to extended construction duration and higher than estimated number of construction submittals. The recent budget adjustment approved by Council on February 20, 2024 included this funding for this supplement.

The consultant calculated their cost to complete at approximately \$550,000 over the original agreement estimate. Because the project risks were known by all parties at the time of construction and the consultant accepted those risks, the City and consultant agreed to a reduced request of \$325,000.

Project-Related Community/Stakeholder Outreach

01/09/2020	Stakeholder Conference Call
01/15/2020	Public Meeting - Facilitated by EnviroIssues and Patano
01/16/2020	Lunch Briefing with Seniors
01/23/2020	Public Meeting - Facilitated by EnviroIssues and Patano
02/06/2020	RYPAC Senior Center Discussion
02/10/2020	Community Centers Open House - Facilitated by Patano
02/24/2020	Stakeholder Meeting #1 - Facilitated by EnviroIssues
03/05/2020	Stakeholder Meeting #2 - Facilitated by EnviroIssues
12/14/2020	Project Update for Stakeholder Group and "Meet and Greet" with Architect Team
01/11/2021	Project Stakeholder Group Meeting #1
01/25/2021	Project Stakeholder Group Meeting #2
02/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations, Community Members, BIPOC Communities, etc., Leading Up to Public Meetings
02/17/2021	First Online Questionnaire Launches (Closed On 03/10/2021)
02/24/2021	Virtual Public Meeting #1 (Senior Focused Daytime & General Public Evening)
03/01/2021	Outreach to Local Businesses, Nonprofits, Partners, Organizations, Community Members, BIPOC Communities, etc., Leading Up to Public Meetings
03/01/2021	Project Stakeholder Group Meeting #3
03/22/2021	Project Stakeholder Group Meeting #4
03/24/2021	Virtual Public Meeting #2 (Senior Focused Daytime & General Public Evening)
03/24/2021	Second Online Questionnaire Launches (Closed on 04/03/2021)
05/24/2021	Project Stakeholder Group Meeting #5
06/14/2021	Project Stakeholder Group Meeting #6
10/11/2021	Project Stakeholder Group Meeting #7
11/15/2021	Project Stakeholder Group Meeting #8

01/10/2022	Project Stakeholder Group Meeting #9
02/28/2022	Project Stakeholder Group Meeting #10
Monthly Briefings	Parks and Trails Commission
Monthly Briefings	Arts and Culture Commission
Monthly Briefings	Senior Advisory Committee

Previous Project-Related Council Touches

Date	Meeting	Requested Action
09/17/2019	Business Meeting	Receive Information
12/03/2019	Business Meeting	Receive Information
02/11/2020	Study Session	Receive Information
02/25/2020	Committee of the Whole - Finance, Administration, and Communications	Receive Information
03/03/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/02/2020	Committee of the Whole - Parks and Human Services	Receive Information
06/23/2020	Study Session	Receive Information
07/07/2020	Committee of the Whole - Parks and Human Services	Receive Information
07/28/2020	Study Session	Receive Information
08/04/2020	Committee of the Whole - Parks and Human Services	Receive Information
08/11/2020	Committee of the Whole - Planning and Public Works	Provide Direction
09/01/2020	Committee of the Whole - Parks and Human Services	Provide Direction
09/15/2020	Business Meeting	Approve
10/22/2020	Special Meeting	Approve
12/01/2020	Committee of the Whole - Parks and Human Services	Receive Information
01/05/2021	Committee of the Whole - Parks and Human Services	Approve
01/19/2021	Business Meeting	Approve
02/09/2021	Committee of the Whole - Planning and Public Works	Approve
02/16/2021	Business Meeting	Approve
03/09/2021	Study Session	Receive Information
04/06/2021	Committee of the Whole - Parks and Human Services	Receive Information
04/20/2021	Business Meeting	Approve
05/04/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/01/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/22/2021	Study Session	Receive Information
07/06/2021	Business Meeting	Receive Information
07/20/2021	Business Meeting	Approve
08/24/2021	Committee of the Whole - Finance, Administration, and Communications	Receive Information
09/07/2021	Committee of the Whole - Parks and Human Services	Receive Information
09/14/2021	Committee of the Whole - Planning and Public Works	Provide Direction
09/21/2021	Business Meeting	Approve
10/05/2021	Committee of the Whole – Parks and Human Services	Receive Information
10/26/2021	Study Session	Receive Information

11/01/2021	Business Meeting	Approve
01/25/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
02/01/2022	Business Meeting	Receive Information
02/15/2022	Business Meeting	Approve
02/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
03/01/2022	Business Meeting	Approve
03/08/2022	Study Session	Provide Direction
03/22/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
04/05/2022	Business Meeting	Approve
05/03/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/07/2022	Committee of the Whole - Planning and Public Works	Provide Direction
06/21/2022	Business Meeting	Approve
07/26/2022	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
08/16/2022	Business Meeting	Receive Information
08/23/2022	Study Session	Receive Information
09/20/2022	Business Meeting	Approve
09/27/2022	Study Session	Receive Information
10/04/2022	Business Meeting	Approve
01/24/2023	Committee of the Whole – Parks and Environmental Sustainability	Receive Information
07/05/2023	Business Meeting	Receive Information
10/23/2023	Special Meeting	Receive Information
02/06/24	Committee of the Whole - Planning and Public Works	Provide Direction
02/20/24	Business Meeting	Approve



Supplemental Agreement Number _____		Organization and Address	
Original Agreement Number			
Project Number		Phone:	
Project Title		Execution Date	Completion Date
Description of Work		New Maximum Amount Payable \$	

The Local Agency of _____
desires to supplement the agreement entered into with _____
and executed on _____ and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibits, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date



~~June 2, 2023~~
~~July 12, 2023~~
~~September 13, 2023~~
~~October 9, 2023~~
~~December 15, 2023~~
~~January 29, 2024~~
March 22, 2024

Eric Dawson
City of Redmond
PO Box 97010
Redmond, WA 98073-9710

Reference: Opsis Project No. 4821-03
Proposal for Professional Services for Redmond Senior and Community Center
Additional Services Request 20 (Rev.6) for Enhanced CA Services

Dear Eric,

The following information outlines our request to the City of Redmond for additional services to cover architectural construction administration (CA) scope beyond the anticipated effort and duration outlined in our Supplement 2 contract amendment. This request covers additional staffing required by Opsis and Johnston Architects (JA) to provide the services necessary to complete all CA tasks, maintain the project schedule and also includes the extension of the overall duration of CA services from October 6, 2023 to March 27, 2024.

SCOPE OF WORK

Construction Administration Fee Shortfall

The original scope of work for CA included a weekly staffing level of approximately 1.6 FTE throughout the duration of construction, which equated to 45 hours per week by JA and 18 hours per week by Opsis. To date the time required by Opsis and JA to complete CA tasks has been closer to 3.2 FTE with JA requiring 89 hours per week and Opsis requiring 42 hours per week to complete CA tasks.

Opsis attempted to pull back hours in October and November of 2022 to align billable time with the original planned hours, but that effort led to slower response times for both RFI's and submittals. To keep the project schedule on track and avoid delay claims by the contractor our team staffed back up to 3.2 FTE in December 2022 and maintained those levels to December 2023.

Multiple factors have led to the increased time required by Opsis and JA to complete our CA responsibilities for the project. However, the primary factor driving the quantity of RFI's and questions on the project can be tied back to the desire to get the building open by October of 2023. To achieve this

goal multiple permitting and bid packages needed to be released out of sequence. A sample of the timeline is listed below for reference:

- The Structural Procurement Set was released on February 22, 2022 to lock in MPP/glu-lam pricing and get in the manufacturing queue so product would be available and ready for installation per the construction schedule.
 - The release of this package 5 months before the 100% construction documents were complete, created many coordination issues during construction.
- The Civil Construction Plan Review (CCR) was submitted February 25, 2022.
 - The approved CCR package was combined with the 100% Construction Document landscape drawings for the civil and landscape bid package. Combining these packages completed months apart created coordination issues that have required additional time to complete during CA.
- Building Permit 1 (Shell) was released March 15, 2022. The team collectively decided to split the permit package into two separate submittals to meet the project schedule and address the unstable bidding climate.
 - The focused time on the building shell package created coordination issues that continue to affect the workload in CA.
- The 50% Construction Document package was released on April 8, 2022. This package served as the basis for the MEP bid.
 - The design team stepped up to include as much information as possible in the set but there was a long list of unresolved MEP scope items. Ideally the MEP bid would have utilized the 100% CD set but again, the need to stay on schedule took precedence.
- The 100% Construction document Package was released on June 17, 2022
 - Multiple bid packages were developed from this set even though the final building permit had not been released.
- Building Permit 2 (Core) was submitted June 24, 2022
 - At the time of the release, the design project schedule had hit all the major project milestones. However, the multiple package process created gaps in the documentation packages which would not have occurred if a single permit and bid package had been released.

In hindsight the documentation process outlined above kept the project on schedule but the creation of all the packages reduced the time available to fully coordinate the document set. Our team had assumed some level of risk with the process, but that risk has far exceeded our expectations. The time and effort required during CA to address missing or erroneous information has brought us to the point that we have no fee left to account for our continued effort on the project.

With COR's approval, Opsis reallocated unspent consultant fees and contingencies from the original contract and Supplement 1 to cover our unforeseen time. We began to bill on that fee in the April 2023 invoice and our billing included hours spent on the project in March that were not previously billed because it was beyond our fee allocation for the project at that time. By July 2023, Opsis and JA expensed all the architectural CA fee available and without the approval of additional fee JA could only staff the project to December 2023.

Opsis and JA have been holding invoices since July 2023. The total unbilled labor cost to date is **\$541,952**. A month-by-month breakdown of our unbilled hours is included in the fee section of this request.

Construction Administration Extended Duration

As noted above our Phase 3 Supplement 2 contract outlines an assumed substantial completion date of October 6, 2023. The current project schedule has the project finishing in March 2024. For the purpose of

this ASR we are assuming a new substantial completion date of March 27, 2024. The extension of the schedule adds 5 1/2 months to the duration of the contract, and we request that our contract amount be increased, as outlined in the fee section, to cover the extended duration.

Opsis and JA developed a workplan assuming the March 27, 2024, substantial completion date. The workplan and fee assumes 2.1 FTE with JA requiring 57 hours per week and Opsis requiring 28 hours per week to cover the extended project duration. A full accounting of the Construction Administration Extended Duration request is outlined in the fee section.

Construction Administration Summary

We realize this has been a challenging project that has resulted in extra effort from all involved; even with the CMGC process and shared decision-making throughout the design/document process. Opsis and JA have been dedicated to the project success from the start, and we have continued by assigning senior experienced staff, committing the extra effort and additional staff required for a successful project. All signs suggest that the project is through the most challenging and risky part of construction, but we understand the final months of construction are critical to successfully completing the project. We want a positive outcome for the Redmond community and for you to “feel good” about the final product and our team’s follow-thru to meet the project challenges and solve issues as they come up.

As you are aware our original CA fee didn’t account for Absher’s construction schedule that added 4 months plus 1 additional month (just 2-months into the contract). This totals 5-months of the 5.5-month extended CA time. We brought this to your attention early in the CA process with ongoing discussion and reminders that we would be requesting an ASR for the extended CA.

It now appears that Zone 4 construction has been identified as the primary issue causing delays to the schedule. The redesign and implementation of a code compliant fire rated assembly has been a lingering issue that has had input from both the design and construction teams. When the team collectively decided to design a metal framed structure it was done so to reduce the estimated cost of the project. Opsis and JA completed the design revisions at no cost to the project. The redesign of Zone 4 was reviewed and approved with permit package 1. Our design included spray applied fireproofing as it was determined by the contractor to be the most cost-effective method to provide a fire rating. However, during construction it was discovered that there was not a UL listing available for our specific assembly, so the design team developed an assembly utilizing gypsum wall board to provide the fire rating. The redesign created added difficulties for installation of mechanical piping and seismic bracing which in turn have pushed the schedule. We understand that Opsis and our design partners have some responsibility for the delays caused by the Zone 4 fire rating issues, but we do not agree that we are solely responsible for a 5.5-month delay in the project schedule.

We understand the project’s additional construction costs and schedule delays are pushing the limits of your budget constraints and that additional funds were requested from the City Council to cover additional construction expenses and the city feels the design team holds some responsibility for the added construction costs / schedule delay and should share in the “burden”. Although there are many factors that have resulted in construction delays, the construction change orders or errors and omissions stand at 2.77% which is well within industry standards.

Taking the preceding into account and understanding the current financial constraints on the project, we propose subtracting \$100,000 from our fee request and elimination of our profit margin for the CA shortfall to lighten the financial burden on the City. We are also subtracting \$74,336 from our extended duration request. We have indicated this reduction below in our fee totals to address shared responsibility for the added construction costs and schedule delay.

Opsis will continue to provide CA services to the Substantial Completion date on March 27, 2024. In total Opsis and JA are currently absorbing a \$216,952 loss which imposes a real financial hardship on our firms and we would greatly appreciate approval of this add service request as soon as possible. The City of Redmond is moments away from having one of the finest senior and recreation centers in the country. Our team has been fully dedicated and gone the extra mile during every step of the journey. We want more than anything to provide the continued level of service you deserve but we need your help financially to get there.

Fee

We propose the following fees:

Exhibit D

Construction Administration Fee Shortfall

	Month	Labor Cost
Johnston Architects	July (reallocated consultant fee)	\$61,454
Johnston Architects	August	\$54,455
Johnston Architects	September	\$44,936
Opsis Architecture	June	\$24,986
Opsis Architecture	July	\$36,293
Opsis Architecture	August	\$29,727
Opsis Architecture	September	\$24,880
	Sub-total	\$276,731
	Less 15.4% Proffit	(\$42,616)
	Reduction	(\$100,000)
	Total	\$134,115

Construction Administration Extended Duration to Substantial Completion

	Hours	Weeks	Total Hours	Billing Rate	Labor Cost
Jack Chaffin	1	19	19	\$231	\$4,389
Chris Roberts	8	19	152	\$205	\$31,160
Alison Walker Brems	8	19	152	\$231	\$35,112
Seirra Borsari	24	19	456	\$99	\$45,144
Jay Johnson	24	19	456	\$181	\$82,536
Gary Blackwell	20	19	380	\$176	\$66,880
			Sub-Total		\$265,221
			Reduction		(\$74,336)
			Total		\$190,885

Total Request	\$325,000
----------------------	------------------

Preliminary Schedule

Work outlined in this request started in May 2023 and concludes with substantial completion on March 27, 2024. Construction Administration services extending beyond the substantial completion date are not included in this request.

Reimbursables

No reimbursables are anticipated for this scope of work.

Invoicing

Invoices will be rendered once a month based on tasks completed, consultant fees, and reimbursable expenses incurred. Payments are due and payable upon presentation.

Please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Kalvelage", with a stylized flourish at the end.

James Kalvelage FAIA, NCARB, LEED AP BD+C
Partner, Opsis Architecture LLP



Memorandum

Date: 4/2/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-138

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-553-5814
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DEPARTMENT STAFF:

Public Works	Steve Gibbs	Capital Division Engineering Supervisor
Parks	Dave Tuckek	Parks and Recreation Deputy Director
Parks	Quinn Kuhnhausen	Facilities Manager
Public Works	John Mork	Project Manager

TITLE:

Approval of a Consultant Agreement with Miller Hayashi Architects PLLC, in the Amount of \$108,281, for the Fire Station 17 Siding Replacement Project

OVERVIEW STATEMENT:

Attached for Council's review is a consultant agreement with Miller Hayashi Architects PLLC in the amount of \$108,281 for the Fire Station 17 Siding Replacement Project, Project No. 2412-099-00. The design and permitting phase is scheduled to be complete in late 2024 and construction is scheduled to begin in spring of 2025.

During routine inspection, Facilities staff discovered moisture intrusion behind the siding of the building which is causing the siding to fail. Facilities staff is recommending replacing the siding to prevent further damage to the building envelope. Work on this project will include replacing the weather barrier and flashing and the removing and replacing the exterior siding.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

CIP

- **Required:**

Council approval is required to award an architectural and engineering services agreement that exceeds \$50,000 (2018 City Resolution 1503)

- **Council Request:**

N/A

- **Other Key Facts:**

N/A

OUTCOMES:

This project will replace the building weather barrier, flashing and exterior siding. This will prevent further damage to the building structure and extend building life.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

\$108,281

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs:

☐ Yes

☒ No

☐ N/A

If yes, explain:

N/A

Funding source(s):

General Government

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
1/16/2024	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/16/2024	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the contract will result in delaying the project design and potentially increasing the cost to complete the project. The building will also be further damaged by moisture getting into the structure.

ATTACHMENTS:

Attachment A: Project Information Sheet

Attachment B: Consultant Agreement

CIP Project Information Sheet

Project Name: Fire Station 17 Siding Replacement - Alternative option

Project Status: New

Functional Area(s): Facilities

Relevant Plan(s)

Neighborhood: Education Hill

Location: 16917 NE 116th Street

Time Frame: 2023-2024

Budget Priority: Safe and Resilient

Citywide Rank:

Functional Area Priority

Description:

Replacement of failing exterior siding, including installation of weather barrier, flashing, and rain screens.

Anticipated Outcomes: Primary:

Secondary:

Prevent potential damage from failing exterior siding and extend the life span of the fire station.

Request: Primary Reason(s): New Project

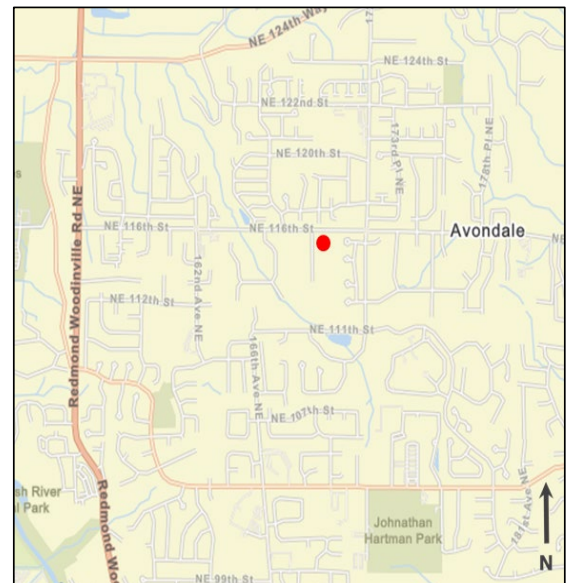
Proposed Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Proposed Budget		\$177,426	\$942,194						\$1,119,620

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)		\$67,299	o my todo list						\$67,299
Right of Way									
Design (31-100%)		\$33,650	\$100,949						\$134,599
Construction			\$611,815						\$611,815
Contingency		\$76,477	\$229,430						\$305,907
Total		\$177,426	\$942,194						\$1,119,620

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost									

Explanation:

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Real Estate Excise Tax		\$1,119,620		\$1,119,620
Total		\$1,119,620		\$1,119,620



Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the _____, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

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

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

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

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

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

V. Payment Provisions

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

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

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

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

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

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Washington State Department of Transportation specific program requirements.]***
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G ***Certification Document***

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the _____

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the _____

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

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility
Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

City of Redmond Fire Station #17 Building Envelope Improvements

March 11, 2024 Revised

Project Description: Architectural services for design, permit coordination, contractor bidding/pricing, and construction support for the City of Redmond Fire Station #17 Building Envelope Improvements Project located in the City of Redmond, Washington. The work involves: Modification and replacement of the existing building envelope areas as defined in the Existing Cladding Evaluation report by Wetherholt and Associates (dated: June 23,2023).

- Wetherholt Associates included to review the design and inspect the installation of the building envelope replacement work.
- Structural Engineering is not included at this time engineering service may be required if structural deficiencies are encountered in the existing design or construction.
- No mechanical, electrical and/or plumbing system appear to be affected by the work it is assumed any modification to be Design Build by the General Contractor and their Sub-Contractors

Schedule:

Scope of architectural design work to commence approximately February 2024.

Proposed Architectural Fees: (Miller Hayashi Architects)

Fee for the Architectural Services shall be invoiced monthly basis and not to exceed a maximum fee of **\$ 69,252.00**

Proposed Building Envelope Consultant Fee: (Wetherholt & Associates)

Fee for the Building envelope Consultant Services shall be invoiced monthly basis and not to exceed a maximum fee of **\$ 39,029.00**

TOTAL FEE **\$108,281.00**

Owner Responsibility:

- Reimbursable Expenses (including permit fees)
- Good Faith Survey for Hazardous Materials (Code Required)

Scope of Architectural Services: Miller Hayashi Architects (MH) will manage the project, review documents, develop and prepare concept design documents, building permit documents, and bid drawings.

- Review of existing drawings, reports, documentation of the existing structure and space
- Communication with staff and operations to determine any additional requirements.
- Review on-site conditions
- Prepare conceptual plans for owner review and approval.
- Develop building permit documents based on approved plan
- Coordinate for building permit
- Develop bid/pricing construction drawings and specifications
- Coordinate bidding/pricing period with prospective contractor
- Provide Construction Coordination including meetings, review of submittals and RFIs throughout construction

The endorsement below shall serve as a notice to proceed for Miller Hayashi, and approval with the scope of work, a full agreement will be prepared in accordance with the City of Redmond Standard Agreement. All work shall be performed in accordance with the terms of the Contract.

By:

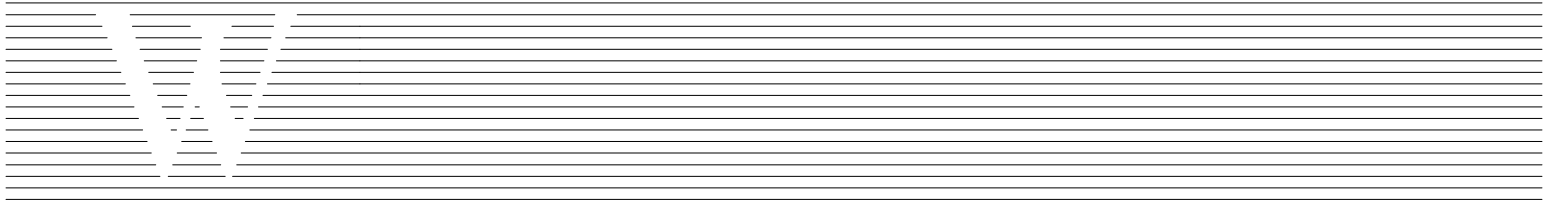


Bruce Hayashi, Principal
Miller Hayashi Architects

Agreed:



John Mork, Project Manager
City of Redmond



W E T H E R H O L T A N D A S S O C I A T E S , I N C .

February 12, 2024

Miller Hayashi
118 North 35th Street, Suite 200
Seattle, Washington 98103

Phone: 206-634-0177

Attn: Bruce Hayashi

Email: brucehayashi@millerhayashi.com

Ref: Exterior Cladding Design Consulting, Construction Administration, and Inspection Services
Redmond Fire Station 17
16917 NE 116th Street
Redmond, WA 98052

Greetings,

As discussed with Bruce Hayashi, we are pleased to submit our proposal to provide exterior cladding design consulting, construction administration, and part time inspection services for the Redmond Fire Station 17 project.

We understand that the City of Redmond has asked Miller Hayashi to assist with designing a new exterior wall cladding system based on deficiencies reported in our previous exterior cladding evaluation, performed June 2023.

Our scope of work would include the following. Window systems such as curtainwalls or storefronts are not included.

Phase I: Exterior Cladding Design Consulting – Estimated Budget \$8,000

- Review and mark-up of architectural drawings and Division 7 (thermal/waterproofing) specifications prepared by Miller Hayashi, related to the exterior cladding, fenestration and associated flashing transitions at each the SD, DD, and CD stage.
- Provide recommendations for envelope related performance requirements, relevant standards, and acceptable materials/systems, for final inclusion into the project documents by Miller Hayashi.
- Review and comment on building envelope related V.E. if requested.
- Attend up to three (3) virtual meetings with Owner and/or Architect.

14715 NE 95th Street, Suite 100 • Redmond, WA 98052

Phone: 425-822-8397 • Fax: 425-822-7595

www.wetherholt.com

Phase II: Limited Construction Administration – Estimated Budget \$6,000

- Assist Miller Hayashi with answering bidder's questions.
- Review Substitution Requests.
- Review and comment on shop drawings and material submittals for general compliance with the specifications.
- Review RFIs.

Phase III: Part-time Application Inspection– Estimated Budget \$25,000

- Observation of the exterior cladding assemblies, weather barriers and related rough opening, penetration and transition flashings for up to an 8 week duration, at 2 site visits per week, including up to 4 site visits by a Sr. Field Engineer or Principal. We are assuming a total of up to 20 inspections by a Field Inspector, including punch inspections, back-check inspections, mock-up reviews, and requested meetings.
- Preparation of reports including photographs after each inspection.
- Field report quality assurance review by a Principal or Sr. Field Engineer.

The application inspections are intended to monitor the exterior cladding assembly, verifying that the application complies with the project specifications, manufacturer's installation requirements, and good practice. Quality control, onsite safety requirements, ways, means, and methods are the responsibility of the Contractor.

Total estimated budget for Phase I, Phase II and Phase III services - \$39,000.

The actual cost for services will depend upon the time spent. Billing will be on an hourly basis and invoices are itemized showing dates, hours, and description of work performed. Should it appear the probable cost of services will be exceeded, authorization would be requested prior to the performance of additional work. The actual cost will depend upon the contractor's schedule and diligence in completing the work properly.

Billing rates are as follows:

- Principals: \$240/hr - Don Davis, RRC/RWC/REWC/RBEC; Mike Caniglia, RRO/RRC/RWC/REWC/RBEC; Pravat Sripranaratanakul, RRO/RRC/RWC, Jose Laurean, RRO/RRC/RWC
- Consultant: \$340/hr - Ray Wetherholt, PE/RRC/RWC/REWC/RBEC/F-IIBEC
- Concrete Specialist: \$290/hr – Pete Barlow
- Field Engineers: \$205/hr
- Inspectors / Technical Services: \$120/hr. for straight time, overtime at \$180/hr
- Technical Assistants: \$90/hr
- Expenses are billed at cost plus 10%. Mileage will be billed at \$0.70 per mile. Time is billed portal to portal.

ASSUMPTIONS AND EXCLUSIONS:

- Our services are limited to exterior wall cladding and associated flashings.
- We assume that the owner or contractor will provide site access as required for our work, if needed.
- Not included is any assembly performance testing (e.g. ASTM D 903 adhesion testing, uplift testing, air barrier or window testing).
- We assume no overtime hours will be needed during the project.
- We are not responsible for acceptance or integration of our recommendations, design review comments or detail markups into project documents and accept no liability for the project design or construction.
- Final product selection, specification and design detailing are the responsibility of the Architect or Owner.
- Final responses to RFI's, CO's, Substitution Requests and other similar documents that amends or changes the construction contract or contractor's scope of work is the responsibility of the Architect.
- Final review and stamping of submittals and shop drawings is the responsibility of the Architect.
- Proper execution of the design is the responsibility of the Contractor.
- Hazardous material testing, assessment, and mitigation is not included.
- Cost estimating is not included.
- System selection matrices with high level pros and cons, conceptual Architectural impacts, and order of magnitude install and operating costs are not included.
- Test reports and certificates of manufacturer acceptance are not included.
- Acceptance of the substrate as suitable for commencing the building envelope installations is not included.
- Any required manufacturer's warranty inspections and special inspections that may be required by the city are not included.

In order to briefly clarify the duties of the inspector: the inspector monitors the application by verifying that the contractor is following the specifications. The inspector verifies that the materials specified are the materials used and that the installation methods conform to the manufacturer's recommendations and the Architect's specifications.

Should conflicts arise between the specifications and the installation, the inspector resolves the problem by calling the appropriate party for an answer. We encourage our inspectors to ask questions, remembering the cliché "the only dumb question is the one that was not asked".

As the inspector observes items requiring correction, these are pointed out to the foreman of the crew. If the item is of large consequence or conflicts with the specification and is not easily resolved, it is noted in a daily report. These reports discuss what occurred on the project during the day of the report and are relatively detailed in comparison to the standard testing laboratory report.

The inspector's authority is limited, in that they cannot change the specifications, direct the work, or perform the work. They are there to observe that the building envelope assemblies are installed in accordance with the specifications and the manufacturer's instructions. Neither is the inspector the guarantor of the performance of the product; the manufacturer and the installer provide guarantees because they make and install the material.

Inspections are performed by personnel experienced in roofing, exterior cladding, and waterproofing application inspection and who are employees of Wetherholt and Associates, Inc. We are continually updating our inspectors by exposing them to the differing types of roofing, exterior cladding, and waterproofing, and meeting with roofing materials representatives to discuss their particular requirements. In addition, we regularly meet with contractors to discuss products and application techniques. Our personnel attend local and national seminars where we learn additional roofing related information.

Wetherholt and Associates, Inc. does not guarantee the product application or materials, as this is the province of the manufacturer and applicator. We provide experienced eyes and judgment, along with detailed reporting to represent the client in a professional manner.

We have performed similar services for clients including JSH Properties, Integrated Real Estate Services, and Madison Marquette. Services included investigation of leakage, and evaluation of roof membrane, wall transitions, sheet metal flashings, below grade waterproofing, and walking decks.

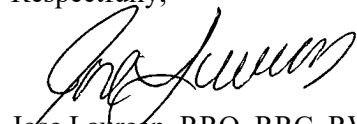
By retaining Wetherholt and Associates, Inc. you will be working with a knowledgeable consultant familiar with the various wall cladding, roofing, and waterproofing systems available. However, due to the nature of roofing specification, installation, and consulting, we have found it necessary to limit our liability.

You, as our client, agree to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that you may recover against Wetherholt and Associates, Inc. (together with its officers, directors, and employees) on any and all claims and/or causes of action arising under or related to this Agreement and/or the Project to the amount of compensation paid by you to Wetherholt and Associates, Inc. for our services pursuant to this Agreement. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional negligence, professional malpractice, professional errors or omissions, indemnity or contribution, breach of contract, breach of expressed or implied warranty and strict liability.

Should our proposal merit your approval, please so indicate your understanding and authorization to proceed by your signature below, or issuance of a purchase order referencing this proposal, and return a signed copy to us. This proposal will remain valid for 90 days and is subject to price and term changes thereafter.

Thank you for the opportunity to discuss our services. If you have any questions, or if we may be of further assistance, please do not hesitate to call.

Respectfully,



Jose Laurean, RRO, RRC, RWC
Senior Field Engineer / Principal
Wetherholt and Associates, Inc.

Signature of Authorization

Date

Consultant Fee Determination

NEGOTIATED HOURLY RATES

GRAND TOTAL: \$108,281

EXHIBIT E

Subcontracted Work

Project Name: Fire Station #17
Project Number:
Consultant: Miller Hayashi Architects

The City permits subcontracts for the following portions of work of the Agreement:

Subconsultant	Work Description	Amount
Wetherholt and Associates Inc.	Building Envelope Consultant	\$39,029
Total:		\$39,029

Consultant Fee Determination

NEGOTIATED HOURLY RATES

GRAND TOTAL: \$39,029



Memorandum

Date: 4/2/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-140

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Aaron Noble	Project Manager
Public Works	Emily Flanagan	Engineering Manager Acting
Public Works	Steve Gibbs	Engineering Manager Acting
Public Works	Vangie Garcia	Deputy Director

TITLE:

Award Construction Contract for the 10000 Avondale Erosion Control Project

OVERVIEW STATEMENT:

This contract supports bids out for advertisement for construction of the 10000 Avondale Erosion Control Contract project, Project No. 1807-316/406. Staff plan to open bids April 11th and it is anticipated to have a construction contract for Council to approve by the May 7th Business meeting. Staff is requesting that this item be placed on the consent agenda.

This project builds approximately 150-linear feet of retaining wall at 10000 Avondale to prevent erosion that could harm Avondale Road. Additionally, the project will be installing stream and habitat improvements along Bear Creek. Approval of the contract is important so construction can proceed within this year's environmental construction window around the creek.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

N/A

- **Required:**

Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution

1503)

- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Approving this action keeps the City on the path to completing construction of the project which will improve the safety, reliability, and stream quality of the 10000 Block of Avondale Road at Bear Creek.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
To be determined

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable

Other budget impacts or additional costs: ☐ **Yes** ☒ **No** ☐ **N/A**

If yes, explain:
N/A

Funding source(s):
Stormwater CIP, Transportation CIP, King County Flood Control District Grant

Budget/Funding Constraints:
N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/7/2024	Business Meeting	Approve

Time Constraints:

Award of bid must occur within 45 days of the bid opening (anticipated to occur on April 11, 2024) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving contract will result in delaying construction, increasing the cost to complete the project. If construction is delayed beyond the fish window, construction would not occur for another year and may have impact on design assumptions.

ATTACHMENTS:

Attachment A: Project Information Sheet
Attachment B: Additional Project Information

CIP Project Information Sheet

Project Name: 10000 Block of Avondale Road Erosion

Project Status: Existing - Revised

Functional Area(s): Stormwater, Transportation

Relevant Plan(s): Utilities Strategic Plan, Transportation Master Plan

Neighborhood: Bear Creek

Time Frame: 2019-2025

Budget Priority: Healthy and Sustainable

Citywide Rank: 1

Functional Area Priority: High

Location: NE 100th Court and Avondale Road

Description:

Stabilize road embankment and repair the stormwater outfall to prevent failure of Avondale Road and/or the sidewalk. Complete in-stream habitat elements for mitigation and enhancement.

Anticipated Outcomes: **Primary:** Asset Protection **Secondary:** Natural Environment

Road embankment is protected from further erosion.

Request: **Primary Reason(s):**

Increase in project cost for retaining wall and cost escalation due to extended time for King County permitting.

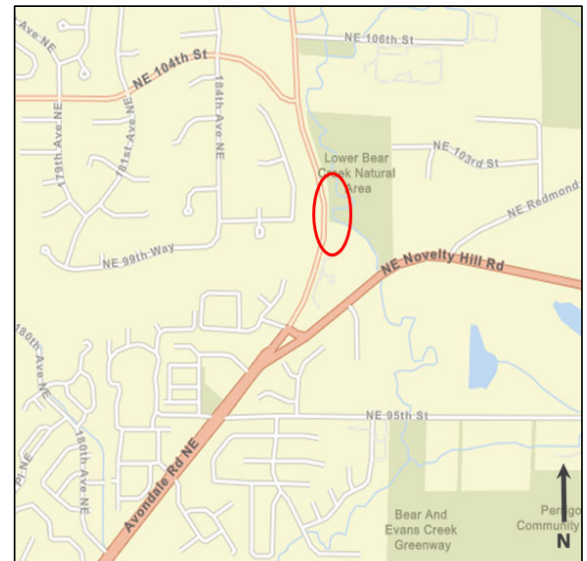
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$2,269,458								\$2,269,458
Approved Changes	-\$1,042,457	\$2,046,581	\$407,401						\$1,411,525
Current Approved Budget	\$1,227,001	\$2,046,581	\$407,401						\$3,680,983
Proposed New Budget	\$951,909	\$185,958	\$2,547,218	\$406,901					\$4,091,986
Proposed changes due to	Scope Change	X Schedule Change	X Budget Change						

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)	\$345,000								\$345,000
Right of Way									
Design (31-100%)	\$606,909	\$68,051	\$15,281						\$690,241
Construction		\$117,907	\$2,188,809	\$152,433					\$2,459,149
Contingency			\$343,128	\$254,468					\$597,596
Total	\$951,909	\$185,958	\$2,547,218	\$406,901					\$4,091,986

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost					\$6,000	\$6,000	\$6,000	\$6,000	\$24,000

Explanation: Wall inspection/repair as needed; permit required monitoring & plant maintenance which will reduce as plants mature.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Stormwater CIP	\$463,675	\$779,668		\$1,243,343
Grant - King County CIP		\$1,550,000		\$1,550,000
Grant - Flood District Opportunity	\$27,147			\$27,147
Transportation CIP	\$314,493	\$13,911		\$328,404
General Fund	\$146,593	\$590,498		\$737,091
Real Estate Excise Tax		\$206,000		\$206,000
Total	\$951,909	\$3,140,077		\$4,091,986



Attachment B – Additional Project Information

10000 Avondale Erosion Control Project

Project Discussion

N/A

Project-Related Community/Stakeholder Outreach

N/A

Bid Results

The project was advertised in the *Daily Journal of Commerce* on March 20, 2024 and March 27, 2024. Bids were received and opened on April 11, 2024.

Bidder	Bidder Location	Bid Amount
Not Yet known		

Engineer's Estimate

All bidders' unit prices, extension and additions have been checked for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable.

Fiscal Information

Current Project Budget

Stormwater CIP	
- Stormwater CIP	\$1,243,344
- King County Flood Control District CIP Allocation	\$407,000
- King County Opportunity Grant Allocation	\$27,147
- Total	\$1,677,491

Transportation CIP	
- Transportation CIP	\$573,398
- General Fund	\$698,094
- King County Flood Control District CIP Allocation	\$1143000
- Total	\$2,414,492

Total Funding	\$4,091,983
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Estimated Project Costs

Preliminary Design	\$345,000
Design	\$718,448
Right of Way	\$38,284
Construction	\$2,391,776

Contingency	\$717,685
Total Estimated Project Cost	\$4,091,452
Budget Difference	(\$531)

Previous Project-Related Council Touches

Date	Meeting	Action
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City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 4/2/2024

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 24-099

Type: Committee Memo

Committee Workplan



Redmond
WASHINGTON

Committee of the Whole – Planning and Public Works

2024 Work Plan

Presiding Officer: Councilmember Melissa Stuart

Directors: Carol Helland, Planning and Community Development
Aaron Bert, Public Works

Quarter	Planning and Community Development	Public Works
1	<p>Study Session</p> <ul style="list-style-type: none">• Redmond 2050: Phase 2 Policies – Second Drafts• Redmond 2050: Housing and Overlake• Redmond 2050: Transportation• Redmond Zoning Code ReWrite Minor Amendments• Economic Development Strategic Plan• Sound Transit Update <p>Ordinances</p> <ul style="list-style-type: none">• State building code adoption <p>Resolution</p> <ul style="list-style-type: none">• ARCH Housing Trust Fund Allocation	<p>Consultant Agreements</p> <p>Grants</p> <p>Contracts</p> <ul style="list-style-type: none">• Sound Transit RTS O&M Agreement <p>Study Session</p> <ul style="list-style-type: none">• Cascade Water Alliance• Groundwater Production and Water Quality• 2023 CIP Review/ 2024 CIP Way Forward
2	<p>Study Session</p> <ul style="list-style-type: none">• Redmond 2050: Overlake Neighborhood Plan and Planned Action• Redmond 2050: Residential Regulations	<p>Briefing</p> <ul style="list-style-type: none">• Summary of Fleet Study Recommendations <p>Consultant Agreements and Contracts</p>



Redmond
WASHINGTON

Committee of the Whole – Planning and Public Works

2024 Work Plan

	<ul style="list-style-type: none">• Redmond 2050: Phase 2A Policies• Joint Meeting with Planning Commission• Micromobility Vendor Program Update• Transportation Master Plan (TMP) Update <p>Ordinances</p> <ul style="list-style-type: none">• Rose Hill / NE 97th St Annexation <p>Contract</p> <ul style="list-style-type: none">• Tourism Marketing Contract Extension• Bel-Red Bike Lanes consultant agreement, WSDOT Trail Lease Agreement amendment• Process Improvement Effort Consultant Agreement <p>Resolution</p> <ul style="list-style-type: none">• Economic Development Strategic Plan Adoption	<p>Study Session</p> <ul style="list-style-type: none">• Transportation Benefit District Implementation & StreetScan Data• Public Works Department Accreditation Process <p>Staff Report</p> <ul style="list-style-type: none">• Adaptive Signal Systems Projects – Status Update
3	<p>Study Session</p> <ul style="list-style-type: none">• Redmond 2050: Phase 2B Policies• Redmond 2050: Phase 2C Policies• Tourism Grant Approval• Transportation Master Plan (TMP) /Transportation Improvement Plan (TIP)Update• Overlake East MP/DA/SPE• Code Amendments required per state legislation• 	<p>Briefing</p> <ul style="list-style-type: none">• Municipal Code Review and Update <p>Consultant Agreements and Contracts</p> <p>Study Session</p> <ul style="list-style-type: none">• Wastewater 101 <p>Staff Report</p> <ul style="list-style-type: none">• CIP Quarterly Report



Redmond
WASHINGTON

**Committee of the Whole –
Planning and Public Works**

2024 Work Plan

	<p>Resolution</p> <ul style="list-style-type: none">• Transportation Improvement Plan (TIP)• Tourism Strategic Plan Adoption• <p>Contract</p> <ul style="list-style-type: none">• 2024-25 City of Redmond ORCA Business Passport Contract Renewal• 156th Ave SUP consultant agreement (design)	
4	<p>Study Session</p> <ul style="list-style-type: none">• Redmond 2050: Final Review• Process Improvement Effort Update <p>Ordinances</p> <ul style="list-style-type: none">• Redmond 2050: Adoption• Impact Fee Annual Indexing• Overlake East MP/DA/SPE• Code Amendments required per state legislation•	<p>Consultant Agreements and Contracts</p> <p>Standard Operating Procedure Review</p> <ul style="list-style-type: none">• Snow and Ice Response Protocols <p>Study Session:</p> <ul style="list-style-type: none">• 101 NPDES Permit Operations <p>Staff Report</p> <ul style="list-style-type: none">• Enhanced Street Sweeping Watershed Study Results• CIP Quarterly Report

****2023-2024 Funded Plans***



Redmond
WASHINGTON

**Committee of the Whole –
Planning and Public Works**

2024 Work Plan