

City of Redmond



Agenda

Tuesday, February 7, 2023

4:30 PM

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

Committee of the Whole - Planning and Public Works

Committee Members

Melissa Stuart, Presiding Officer

Jeralene Anderson

David Carson

Steve Fields

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

AGENDA

ROLL CALL

1. Approve Conduit Lease Agreement - NE 90th Street Bridge [CM 23-025](#)

[Attachment A: Vicinity Map](#)

[Attachment B: Conduit Occupancy Agreement](#)

[Attachment C: Exhibit A Site Plan – NE 90th St Conduit Installation Plans](#)

Department: Public Works, 5 minutes

Requested Action: Consent, February 21st

2. Approval of Resolution amending the Public Works [CM 23-024](#)
Department Administrative Policy Fees to provide a new fee
for use of the right-of-way (ROW) and City property by
telecommunications service providers.

[Attachment A: Resolution](#)

[Attachment B: Public Works Department Administrative Policy Fees](#)

Department: Public Works, 5 minutes

Requested Action: Consent, February 21st

3. Adopt Compost Procurement Ordinance [CM 23-037](#)

[Attachment A: Compost Procurement Ordinance](#)

Department: Public Works, 5 minutes

Requested Action: Consent, February 21st

4. Introduction to the Local Road Safety Plan and Update on the [CM 23-040](#)
Action Plan Grant application through the Safe Streets and
Roads for All (SS4A) federal discretionary program.

Department: Planning and Community Development

Requested Action: Study Session, February 28

ADJOURNMENT



Memorandum

Date: 2/7/2023

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

File No. CM 23-025

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	Patty S. Criddle	Transportation Engineering Supervisor
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TITLE:

Approve Conduit Lease Agreement - NE 90th Street Bridge

OVERVIEW STATEMENT:

Verizon (MCI) desires to lease approximately 860 linear feet of existing City-owned conduit on the NE 90th Street Bridge. City staff in cooperation with Verizon and Ogden, Murphy and Wallace have developed the attached conduit lease agreement for approval. The license fee is an annual cost of \$4.00 per linear foot, increased annually by 3% with a one-time administrative fee of \$2500.00. The agreement has a five (5) year term with the right to renew for additional five (5) year terms. There is no limit to the number of renewals. Staff recommend approval of this lease agreement.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
RMC 12.14 - Telecommunications
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

In addition to installing Verizon-owned conduit on either side of NE 90th Street bridge, Verizon will be installing 2 extra conduits alongside Verizon conduits and two extra vaults, one at each end, which will be owned by the City of Redmond.

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:

No cost for the city.

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

Budget Offer Number:

N/A

Budget Priority:

Vibrant and connected

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

If yes, explain:

N/A

Funding source(s):

N/A

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
2/21/2023	Business Meeting	Approve

Time Constraints:

None.

ANTICIPATED RESULT IF NOT APPROVED:

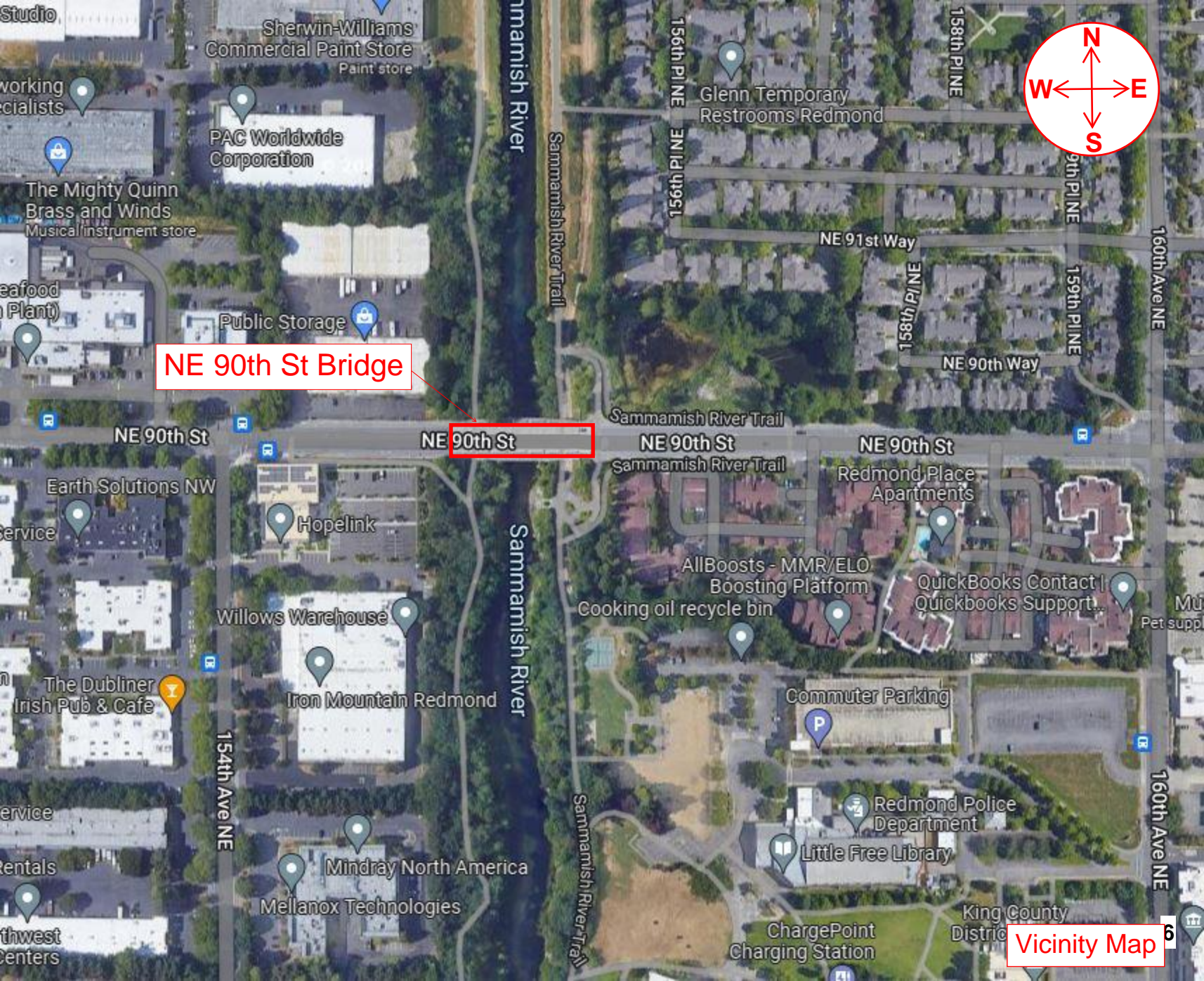
Verizon will be forced to pursue alternate pathways which may cause more disruption to city right-of-way and cost to Verizon.

ATTACHMENTS:

Attachment A: Vicinity Map

Attachment B: Conduit Occupancy Agreement

Attachment C: Exhibit A Site Plan - NE 90th St Conduit Installation Plans



NE 90th St Bridge

NE 90th St

Vicinity Map

CONDUIT OCCUPANCY AGREEMENT

THIS CONDUIT OCCUPANCY AGREEMENT (“Agreement”), is made and entered into as of the _____ day of _____, 2022 (“Commencement Date”), by and between the City of Redmond (“City”) and MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services, a Delaware corporation (“Verizon”). City and Verizon may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS City owns an underground conduit system and associated communications network facilities;

WHEREAS Verizon desires to occupy City Owned Conduit and Facilities with fiber optic cable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City agrees to lease to Verizon a segment of conduit identified herein within the joint utility trench, subject to the promises, covenants, and warranties set forth in this Agreement.

TERMS AND CONDITIONS

1. DEFINITIONS.

“Conduit” means a pipe-like structure which may consist of polyvinyl chloride (PVC), high density polyethylene (HDPE), and other materials placed underground to contain Ducts and/or Fiber Cables as part of a communications network.

“Bridge Conduit” as defined in Section 2(a) below.

“City Facility” and “City Facilities” means the various elements or components of an underground communications network, including without limitation Conduit, Ducts, Handholes, Manholes, Slack Coils, and other ancillary materials, items, equipment, pull rope, mule tape, buried locate tape, markers, and structures (e.g., pedestals and vaults).

“Duct” means a single enclosed raceway for Fiber Cable and is sometimes installed in a Conduit. The term Duct may include micro-duct, inner duct, or other industry standard duct-like materials.

“Verizon Facility” and “Verizon Facilities” means the various elements or components of an underground communications network, including without limitation Conduit, Ducts, Handholes, Manholes, Slack Coils, and other ancillary materials, items, equipment, pull rope, mule tape, buried locate tape, markers and structures (e.g., pedestals and vaults).

“Verizon Fiber Optic Cable(s)” means fiber optic communications cable.

“Handhole” means a structure placed in the ground and accessible from the surface that is used to provide access to Conduits, Ducts and/or Fiber Cables for the purpose of installing, operating, maintaining and repairing communications Facilities, and may include vaults of various sizes.

“Manhole” means a structure large enough to admit a person’s entire body through an opening in the roof placed in the ground and accessible from the surface that is used to provide access to Conduits, Ducts and/or Fiber Cables for the purpose of installing, operating, maintaining, and repairing communications Facilities.

“Requirements and Standards” means Redmond Municipal Code, laws, rules, regulations, codes, ordinances, permit conditions, the National Electric Code, the National Electrical Safety Code, and the Blue Book, that govern, address, or apply to construction of underground Conduit systems in public rights of way in the City.

“Slack Coils” mean extra fiber optic cable that is coiled up and placed in a Manhole or Handhole for future use.

2. PROPERTY CONVEYED

a) City agrees to lease to Verizon a portion of the “Bridge Conduit” as legally described and depicted in Exhibit A and consisting of:

(i) 2 of 3 sleeves of one of the two Maxcell fabric packs installed in one of two existing City-owned 4-inch HDPE conduit installed on the north side of the NE 90th Street bridge over the Sammamish River, extending approximately 860 feet, and

(ii) use of Verizon-replaced, City-owned vaults on each end of this conduit allowing Verizon to connect through the vault to its separate 2-inch conduit attached to the vaults.

b) Verizon agrees to install at their sole cost:

(i) two (2) 4-inch conduits for the City and one 2-inch conduit for Verizon's exclusive ownership and use extending from the City owned vaults listed in Section 2(a)(ii) above, approximately 20 feet to the west and approximately 200 feet to the east, and

(ii) a vault on each end of the above two (2) conduits to be given to the City.

(iii) Install 2 packs (6 sleeves) of Maxcell in one of the two City owned 4" Bridge Conduits, and

(iv) replace the City owned handhole described in 2(a)(ii) with a TA-25 vault to be owned by City.

c) Verizon Fiber Optic Cables in any portion of Bridge Conduit shall be limited to a cross-sectional area of 4.2 square inches.

d) No use of the Bridge Conduit by Verizon shall vest in Verizon any easement or any ownership interest or other real property right in such Bridge Conduit nor any of the City's rights-of-way. Nor shall any easement or any other ownership or other form of property right in the Verizon Fiber Optic Cable or Facilities vest in the City or a third party by virtue of the activities contemplated by this Agreement.

3. TELECOMMUNICATION RIGHT-OF-WAY USE AUTHORIZATION CONTROLS.

a) Telecommunication Right-of-Way Use Authorization Controls. The parties acknowledge and agree that Verizon's rights and obligations pertaining to its access and use of the City's rights-of-way are governed under the Telecommunication Right-of-Way Use Authorization, effective as of July 11, 2013 (the "Authorization") and any subsequent authorizations issued by the City, and that this Agreement in no way modifies the Authorization. The Bridge Conduit is subject to the terms of the Authorization, including but not limited to any requests by City in the future to relocate pursuant to Section 6 of the Franchise or pertaining to any future work in the rights-of-way governed under Section 9 of the Franchise.

4. RATES AND CHARGES; BILLING; PAYMENT

a) Occupancy Fees: The annual cost shall be \$4.00 per linear foot of Bridge Conduit in which Verizon occupies such conduit with Verizon Fiber Optic Cable or Facilities ("License Fee"). There shall be no more than one License Fee owed by Verizon for any length of Bridge Conduit irrespective of the amount of Verizon Fiber Optic Cable or Facilities installed in that City Owned Conduit.

b) Rental Payment. The License Fee shall be due and payable annually, in advance, commencing on the date on which Verizon has completed installation of Verizon Fiber Optic Cable and Facilities in the Bridge Conduit. After the first year, the License Fee shall be increased by three percent (3%) annually.

c) Reimbursement for Administrative Costs. Verizon agrees to pay a one-time fee to cover the City's actual administrative and legal costs associated with the review, negotiation, drafting, and revision of this Agreement not to exceed two thousand five hundred dollars (\$2,500).

d) One Time Charges. All one-time charges for reimbursement, make-ready, or other such work shall be invoiced by and between the Parties upon completion of the work to which the charges relate. All such invoices are due and payable within thirty (30) days of receipt. Failure to invoice such charges within twelve months from completion of the work to which such charges related shall result in a full and complete waiver of such charges.

e) Disputes; Late Payment Charges. Each Party shall pay all undisputed amounts when due, and provide a detailed description of any amounts that are in dispute. The Parties shall cooperate in good faith to resolve any

billing disputes. Any and all late payments shall accrue a late payment charge of the greater of (i) one percent (1%) per month or (ii) the highest rate permitted by applicable law.

f) No Accord and Satisfaction. No acceptance of any payment hereunder by either Party shall be deemed to constitute any accord or satisfaction with respect thereto, and each Party reserves all rights with respect to any such matters.

5. MAINTENANCE AND REPAIR; DECOMMISSIONING

a) City shall maintain and repair the Bridge Conduit and Facilities at no charge to Verizon and keep them in good working order according to applicable Requirements and Standards. When conducting these activities, City shall be responsible for any damages it's actions cause to Verizon Fiber Optic Cable and Facilities. Notwithstanding the foregoing, the City shall not be responsible for any damage to Verizon Fiber Optic Cable and Facilities that is the result of any third-party actions including but not limited to vandalism, rodents, or bridge collapse.

b) Verizon shall maintain and repair its Fiber Optic Cable and Facilities at no charge to City and keep them in good working order according to applicable Requirements and Standards. When conducting these activities, Verizon shall be responsible for any damages it causes to the Bridge Conduit and Facilities.

c) Verizon shall have the right, but not the duty or obligation, to undertake emergency repair to the Bridge Conduit and Facilities if there is a significant impact potentially causing an outage from such emergency on the Verizon Fiber Optic Cable or Facilities. When conducting these activities, Verizon shall be responsible for any damages it causes to the City Owned Conduit and Facilities. The City shall reimburse Verizon for Verizon's reasonable costs of repairs to City Owned Conduit and Facilities.

d) Each Party shall use reasonable commercial efforts to provide at least 48 hours prior notice of all maintenance and repair activity by sending notice to the contacts listed in Exhibit B. Pursuant to Section 2(c), emergency repair activity may be undertaken without prior notice, if necessary, provided that continued efforts will be made to notify the other Party as soon as practicable under the circumstances. Each Party shall provide and staff a 24 x 7 x 365 telephone number, listed on Exhibit B for the other Party to use to provide such notification.

e) Subject to obtaining written approval and subject to Redmond's normal permit requirements, Verizon may conduct maintenance, repair, or improvement of the Bridge Conduit at its own expense. The City shall reasonably cooperate with Verizon in permitting access to the Bridge Conduit for installation, maintenance, repair or improvement of the Bridge Conduit. The City reserves the right to condition its approval upon the Verizon providing satisfactory payment and/or performance bonds. Verizon shall submit plans to and obtain written authorization from the City before commencing any improvements or construction.

f) Verizon may decommission and abandon Verizon Facilities in the Bridge Conduit in its sole discretion, provided that Verizon must first notify City of any such action at least thirty (30) days prior, and work with City in good faith to address any desire on the part of City to have Verizon Facilities removed from City Owned Conduit. Ownership of any Verizon Facilities abandoned in-place shall vest in the City.

6. TERM; TERMINATION

a) The rights granted under this Agreement shall have a term of five (5) years commencing on the Commencement Date.

b) Unless the City gives written notice to Verizon that it will not renew the Agreement, such notice being received at least one hundred twenty (120) days prior to the end of the Agreement's current term, Verizon shall have the right to renew this Agreement for additional five-year terms, the additional successive renewal term being deemed to have occurred automatically without action by either Party. Each successive term shall be on the same terms and conditions as set forth herein. There is no limit to the number of renewals.

c) The Agreement may be terminated by mutual written agreement of the Parties, or for uncured material breach as set forth in this Section.

d) In the event that either Party commits a material breach or default under this Agreement, then the other Party shall give the breaching Party written notice of the breach or default (including, but not limited to, a statement of the facts relating to the breach or default, the provisions of the Agreement that are in breach or default, and the action required to cure the breach or default) and indicate in the notice that the Agreement will terminate pursuant to this paragraph if the breach or default is not cured within thirty (30) days after receipt of notice (or such later date as may be specified in the notice). If the breaching Party fails to cure the specified breach or default within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Agreement will terminate without any further notice or action by the terminating Party; provided that if said breach is not susceptible of being cured within said 30-day period, the Agreement shall not terminate as long as the breaching Party is exercising all commercially reasonable efforts to pursue implementation of a cure.

7. CONFIDENTIAL INFORMATION

a) "Confidential Information" means Verizon materials, Verizon trade secrets, and other Verizon proprietary or business information provided to City that is clearly labeled, marked or otherwise identified as "confidential" or "proprietary information." Confidential Information shall not include information that was in the public domain at the time of disclosure; becomes generally known or available through no act or omission on the part of Verizon; is known, or becomes known, to City from a source other than Verizon or its representatives, provided that disclosure by such source is not in breach of a confidentiality agreement with Verizon; or is independently developed by City without violating any of its obligations under this Agreement;

b) City agrees to only disclose Confidential Information to employees, elected officials, agents and contractors of the City with a need to know the Confidential Information or as otherwise required by code, statute, rule or regulation.

c) When a third party ("Requestor") not otherwise authorized to access Confidential Information under this Agreement makes a demand or request to City for access to Verizon Confidential Information ("Request"), City will promptly notify Verizon of the Request before responding to the Requestor. Verizon shall then be solely responsible for taking whatever steps Verizon deems necessary to protect Verizon Confidential in a timely manner. Verizon shall be responsible for all costs associated with its pursuit of such steps, including the pursuit of any legal remedies.

d) Upon termination or expiration of this Agreement, City shall make reasonable efforts to either return or destroy all Confidential Information; provided, however, any Confidential Information in electronic format as part of City's off-site or on-site data archival process system, will be held by City and kept subject to the terms of this provision or destroyed at City's option. The obligations of this provision will survive termination or expiration of this Agreement.

8. INDEMNITY.

a) Verizon hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers and representatives from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness, or death of any person or damage to property:

i) For of which the negligent acts or omissions of Verizon, its agents, servants, officers or employees in performing the activities authorized by this Agreement are the proximate cause;

ii) By virtue of Verizon's exercise of the rights granted herein;

iii) By virtue of the City's permitting Verizon's use of the City's rights-of-ways or other public property;

iv) Based upon the City's inspection or lack of inspection of work performed by Verizon, its agents and servants, officers or employees in connection with work authorized on the Facility or property over which the City has control, pursuant to this Agreement or pursuant to any other permit or approval issued in connection with this Agreement;

v) Arising as a result of the negligent acts or omissions of Verizon, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work upon the Facility, in any public way, or other public place in performance of work or services permitted under this Agreement; and

vi) Based upon radio frequency emissions or radiation emitted from Verizon's equipment located upon the Facility, regardless of whether Verizon's equipment complies with applicable federal statutes and/or FCC regulations related thereto.

b) Verizon's indemnification obligations pursuant to Subsection a of this Section shall include assuming potential liability for actions brought against the City by Verizon's own employees and the employees of Verizon's agents, representatives, contractors, and subcontractors even though Verizon might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is with respect to claims against the City arising by virtue of Verizon's exercise of the rights set forth in this Agreement. The obligations of Verizon under this Subsection B have been mutually negotiated by the parties hereto, and Verizon acknowledges that the City would not enter into this Agreement without Verizon's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Verizon waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

c) Inspection or acceptance by the City of any work performed by Verizon at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Verizon has been given prompt written notice by the City of any such claim, said indemnification obligations shall also extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. In the event any action or proceeding shall be brought against the City resulting from Verizon's operations hereunder, Verizon shall, at Verizon's sole cost and expense, resist and defend the same provided, however, that Verizon shall not admit liability in any such matter on behalf of the City without the written consent of the City. Nothing herein shall be deemed to prevent City from cooperating with Verizon and participating in the defense of any litigation with City's own counsel. Verizon shall pay all reasonable expenses incurred by City in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the reasonable value of any services rendered by the City Attorney's office, and the actual expenses of City's agents, employees, consultants and expert witnesses and disbursements and liabilities incurred by City in connection with such suits, actions or proceedings. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.

d) In the event that Verizon refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Verizon, then Verizon shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the City, and reasonable attorneys' fees of recovering under this Subsection.

e) The obligations of Verizon under the indemnification provisions of this Section shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this Section, however, are not to be construed to require the Verizon to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the negligence or misconduct of the City or its employees, contractors, or agents, representatives. In the event that a court of competent jurisdiction determines that this Agreement is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to provide that the Verizon's obligation to indemnify the City hereunder shall extend only to the extent of Verizon's negligence.

f) Notwithstanding any other provisions of this Section, Verizon assumes the risk of damage to Verizon Facilities located in the public ways and upon City-owned property from activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the negligence, any willful or malicious action on the part of the City, its officers, agents,

employees, representatives, or contractors. Verizon releases and waives any and all such claims against the City, its officers, agents, employees and contractors. Verizon further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Verizon's facilities as the result of any interruption of service due to damage or destruction of Verizon's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, representatives, or contractors.

g) The provisions of this Section shall survive the expiration, revocation, or termination of this Agreement.

9. INSURANCE.

a) Insurance Required. Verizon shall procure and maintain for so long as Verizon leases the Bridge Conduit, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Verizon or its employees. Verizon shall require that every subcontractor maintain substantially similar insurance coverage with substantially similar policy limits as required of Verizon. Verizon shall provide an insurance certificate from insurers with a current A.M Best rating of not less than A:-VII, together with a blanket additional insured endorsement including the City, its officers, elected officials, employees, and volunteers as additional insureds as their interests may appear under this Agreement, under the Commercial General Liability and Commercial, Automobile Liability policies and shall provide to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Agreement, such insurance certificate which shall evidence:

i) Commercial general liability insurance, written on an occurrence basis with limits of:

- (1) \$10,000,000.00 per occurrence for bodily injury (including death) and property damage; and
- (2) \$10,000,000.00 general aggregate including premises-operations, explosion and collapse hazard, underground hazard and products/completed operations.

b) Commercial Automobile liability covering all owned, non-owned and hired vehicles with a combined single limit of \$10,000,000.00 each accident for bodily injury and property damage; and

c) Worker's compensation with statutory limits and employer's liability insurance with limits \$1,000,000.00 each accident/disease/policy limit.

d) The liability insurance policies required by this Section shall be maintained by Verizon throughout the term of this Agreement, and such other period of time during which Verizon is operating without a Agreement, or is engaged in the removal of its fiber optic line. Failure to maintain such insurance shall be grounds for Agreement cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Verizon. The insurance required by this Section shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Verizon's insurance shall be primary insurance with respect to the City, its elected and appointed officers, officials, employees, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, and volunteers shall be in excess of Verizon's insurance and shall not contribute with Verizon's insurance. Verizon's maintenance of insurance shall not be construed to limit the liability of Verizon to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Verizon's maintenance of insurance policies require by this Agreement shall not be construed to excuse unfaithful performance by Verizon.

e) Upon receipt of notice from its insurer(s) Verizon shall provide the City thirty (30) days' prior written notice of cancellation of any required coverage.

f) Verizon shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

10. LIMITATION OF LIABILITY.

EXCEPT FOR A BREACH OF A PARTY'S CONFIDENTIALITY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY THEORY FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

11. WARRANTY.

EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES MAKE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, TO THE EXTENT PERMITTED BY LAW; AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES TO THE EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, TITLE, AND IMPLIED WARRANTIES ARISING FROM CUSTOM OR USAGE OF THE TRADE.

12. SUBMISSION TO ALL APPLICABLE LOCAL RIGHT-OF-WAY REQUIREMENTS.

Verizon understands and acknowledges that the Bridge Conduit is subject to all applicable local right of way requirements as enacted, either currently or in the future, by the City of Redmond. Verizon represents and warrants that it shall operate the Bridge Conduit subject to, and in accordance with, the requirements of the City of Redmond and will secure all necessary and/or required permits, approvals, and authorizations from such municipalities to the degree any such approvals are necessary prior to any improvements or construction it may make hereunder.

13. RESTORATION.

At the conclusion of any construction, maintenance, or repair, all property of the City shall be restored to substantially the conditions that existed prior to such construction, maintenance, or repair.

14. GENERAL PROVISIONS

a) Any notice under this Agreement shall be given in writing and directed to the applicable Party below. Notice shall be deemed to have been delivered: (i) on the delivery date if delivered personally; or (ii) one (1) business day after deposit with a commercial overnight carrier. Either Party may from time to time change its address for purposes of this paragraph by giving the other Party notice of the change in accordance with this paragraph.

If to City:

City Clerk
City of Redmond
M/S 3NFN
15670 NE 85th Street
PO Box 97010
Redmond WA 98073

with a copy to:

Public Works Director
City of Redmond
M/S: 2NPW
15670 NE 85th Street
PO Box 97010
Redmond WA 98073

If to Verizon:

MCImetro Access Transmission Services Corp.
d/b/a Verizon Access Transmission Services
Attn: Franchise Manager HQE02E102
600 Hidden Ridge
Irving, TX 75038

with a copy to:

Verizon Business Services, Inc.
1320 N. Courthouse Road, Suite 900
Arlington, VA 22201
Attn: Vice President and Deputy General Counsel

- b) Each Party warrants it will comply with all applicable statutes, laws, rules and regulation in the exercise of its rights the performance of its obligations under this Agreement.
- c) At all times during the Term of this Agreement, Verizon, at its sole expense, shall obtain and keep in force the required insurance as set forth in Section 8 above.
- d) Except for disputes involving confidentiality, if a dispute arises between Verizon and City pertaining to this Agreement ("Dispute"), prior to the initiation of legal action and within ten (10) days of receipt of a notice of dispute, representatives of the Parties will promptly meet in an attempt resolve the Dispute. If the Parties are unable to resolve the Dispute after this meeting, then the Parties shall be free to pursue any remedies available to them at law or equity.
- e) This Agreement may not be assigned without the written prior consent of the other Party, provided however that either Party may assign this Agreement; (i) to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party, provided that such subsidiary or parent or successor assumes or is otherwise fully bound by all of the obligations of the assigning party under this Agreement; (ii) or in whole or in part to an Affiliate.
- f) Neither Party will be responsible for delay of performance due to reasonable causes beyond its control. Such delay automatically extends the time for performance in an amount equal to the period of the delay.
- g) If any provision of this Agreement is held to be invalid or unenforceable then such provision will be construed to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect.
- h) The failure of either Party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the Party otherwise entitled to exercise of enforce it.
- i) This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the of the State or Washington. Venue for any action under this Agreement shall be King County Superior Court.
- j) The Parties may sign this Agreement in counterparts, each of which will be considered an original, but all of which will constitute the same agreement. Facsimile and portable document format (PDF) signatures shall be binding as if original.
- k) This Agreement is solely for the benefit of City and Verizon including Verizon Affiliates. It is not intended to benefit any third parties.
- l) Except as required by law, neither Party shall use the name or logo of the other party in marketing, advertising, promotional materials (e.g., marketing collateral), press releases or other public announcements without receiving the prior written consent of the other Party.

- m) Each Party shall be an independent contractor and not a partner or agent of the other. This Agreement will not be interpreted or construed as creating a joint venture, partnership or agency relationship between the Parties.
- n) In any legal proceeding pursuant to this Agreement, the prevailing Party shall be entitled to recover its costs and attorney fees incurred during such proceeding.
- o) Nothing contained herein shall preclude Verizon or its Affiliates from pursuing or bidding on any future City procurement opportunity or opportunities, and nothing in this Agreement is intended to limit future Verizon-City bids or business opportunities in any way.
- p) Except as otherwise set forth in this Agreement, each Party will remain solely and independently responsible for its own expenses under or arising from this Agreement.
- q) This agreement shall be binding upon, and inure to the benefit of, Verizon and the City and their respective successors and permitted assigns.
- r) This Agreement, including all Exhibits, sets forth the entire agreement between the Parties relating to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements and representations written or oral, of the Parties with respect to the subject matter set forth herein. Additions, variations or modifications to this Agreement may only be made in writing and signed by the Parties.
- s) This Agreement shall only be effective following the approval of the Redmond City Council.
- t) Time is of the essence in the performance of both parties' duties and obligations hereunder.
- u) The City and Verizon respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate as of the day and year first above written.

MCIMETRO ACCESS TRANSMISSION
SERVICES LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Depiction of Bridge Conduit

[attached]

Exhibit B

Work Notification Contact Information

Verizon: 1-800-MCIWORKS (1-800-624-9675)

City: Public Works Department (425)556-2701

Approval is for work
within the Right-of-Way
ONLY

MCI metro ACCESS TRANSMISSION SERVICES, LLC



OUTSIDE PLANT CONSTRUCTION



ENGINEERING SERVICES

BH_CROSSROADS_TO_REDMOND_RIDGE_MSC

REDMOND, WASHINGTON

UNDERGROUND FIBER INSTALLATION
RIGHT-OF-WAY CONSTRUCTION PERMIT

2057' OF DIRECTIONAL BORE, 37' OF TRENCH, AND 858' EXISTING


CITY OF REDMOND CONDUIT AND 2 NEW VAULTS

MCI PERMIT NUMBER: 1807BDIO.18_UG_RED_90187

SITE SPAN NFID: 1807BDIO.18

CAPITAL PROJECT: 072443-001

07/06/2020



City of Redmond
WASHINGTON

City of Redmond
Public Works - Right-of-Way

X

Approved
Approved with Corrections noted
Revision Required

Signature: Yuri Bergeron

06/14/2022 10:49:36 AM

Field Pre-Construction Meeting Required
Request minimum 72 hours in advance
Online: [Redmond.gov/REPS](https://redmond.gov/REPS) using your registered login or
Phone IVR System at (425)556-2435 using the pin # provided on your permit.

The city is in talks to arrange
an agreement for utilizing city
conduit crossing NE 90 St.
This current review is for
boring only at this time due to
incoming roadway
improvements this summer.

SITE NAME:	BH_CROSSROADS_TO REDMOND_RIDGE_MSC
	LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052
	MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO ACCESS TRANSMISSION SERVICES, CORP. OUTSIDE PLANT CONSTRUCTION RED UNDERGROUND FIBER INSTALLATION	

ENGINEER: D.V.

P.E. STAMP		DATE
DRAWN BY: N.T.		
DATE: 07/06/2020		
REVISIONS		
DATE	DESCRIPTION	INITIAL

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SCALE
HORIZ: N/A
VERT: N/A

SHEET 02 OF 17

VICINITY MAP



CONTACTS

ENGINEERING CONTRACTOR

NAME OF FIRM: MASTEC NORTH AMERICA
PROJECT MANAGER: RICHARD FENTON
PHONE: 541-490-3497
EMAIL: RICHARD.FENTON@MASTEC.COM
ENGINEERING MANAGER: MICHAEL KINNEY
PHONE: (253) 569-2964
EMAIL: MKINNEY@SEFNCO.COM

OWNERS

MCI METRO ACCESS TRANSMISSION SERVICES, CORP.
COMPANY REP: BRAD LANDIS
3245 158TH AVE SE
BELLEVUE, WA 98009

CONSTRUCTION CONTRACTOR

NAME OF FIRM: MASTEC NORTH AMERICA
CONSTRUCTION MANAGER: CASEY CHRISTLIEB
PHONE: 509-823-0965
EMAIL: CASEY.CHRISTLIEB@MASTEC.COM
CONSTRUCTION MANAGER

JURISDICTION

CITY OF REDMOND
PHONE: 425-556-2494
15670 NE 85TH STREET
REDMOND, WA 98052

SHEET INDEX

- 01 COVER SHEET
- 02 VICINITY MAP, CONTACTS & SHEET INDEX
- 03 GENERAL NOTES
- 04 LEGEND
- 05 SHEET OVERVIEW
- 06-11 SITE PLAN
- 12-17 TYPICALS

GENERAL NOTES

THE LOCATIONS OF UTILITIES SHOWN ON THESE DRAWING ARE ONLY APPROXIMATE. SEFNCO HEREBY DISCLAIMS ANY RESPONSIBILITY TO THIRD PARTIES FOR THE ACCURACY OF THIS INFORMATION. PERSONS WORKING IN THE AREA COVERED BY THIS DRAWING MUST CONTACT THE STATEWIDE CALL-BEFORE-YOU-DIG SYSTEM TO ASCERTAIN THE LOCATION OF UNDERGROUND UTILITIES PRIOR TO PERFORMING ANY EXCAVATION.

1.

ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF UTILITY IMPROVEMENTS SHALL MEET OR EXCEED SITE WORK STANDARDS AND THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE LOCAL JURISDICTION REGULATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK WITHIN PUBLIC R.O.W. OR EASEMENTS MAY REQUIRE INSPECTED AND APPROVED BY THE LOCAL JURISDICTION INSPECTOR. INSPECTION SERVICES AND CONSTRUCTION CERTIFICATION TO BE PROVIDED BY DESIGNEE OF PROJECT SPONSOR/OWNER.
2.

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS, IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT THE CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
3.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE LOCAL JURISDICTION INSPECTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS IF REQUIRED.
4.

THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE LOCAL JURISDICTION AND ALL UTILITY COMPANIES WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION, TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION, AND WITH A MINIMUM DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PARTIES AFFECTED BY ANY DISRUPTION OF ANY UTILITY SERVICE.
5.

THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED PLANS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND ONE (1) COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB ON-SITE AT ALL TIMES.
6.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO: EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
7.

IF, DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
8.

ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
9.

FOR WORK AFFECTING PUBLIC ROADWAYS OR IF REQUIRED BY THE LOCAL JURISDICTION, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL AND PHASING PLAN IN ACCORDANCE WITH M.U.T.C.D. FOR APPROVAL. PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN OR AFFECTING THE RIGHT-OF-WAY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED BY SAID PLANS. PRIOR TO INSTALLATION A PRECONSTRUCTION CONFERENCE SHALL BE HELD WITH LOCAL JURISDICTION.

10.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED OR RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.
11.

PER AGENCY STANDARDS THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
12.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING RECORD INFORMATION ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE AND AVAILABLE TO THE LOCAL JURISDICTION INSPECTOR AT ALL TIMES.
13.

DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. FOR ADDITIONAL INFORMATION CONTACT THE ENGINEER FOR CLARIFICATION AND NOTE ON THE RECORD DRAWINGS.
14.

ALL EROSION AND SEDIMENT CONTROL (E.S.C.) MEASURES SHALL BE INSTALLED AT THE LIMITS OF CONSTRUCTION PRIOR TO GROUND DISTURBING ACTIVITY. ALL E.S.C. MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREAS ARE STABILIZED WITH HARD SURFACE OR LANDSCAPING.
15.

ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY IS SUBJECT TO THE JURISDICTION OF THE LOCAL JURISDICTION ENGINEERING DEPARTMENT STANDARD DETAILS AND SPECIFICATIONS.
16.

ALL CONSTRUCTION OPERATIONS, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTH MOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY OTHER ASSOCIATED EQUIPMENT SHALL GENERALLY BE LIMITED TO THE TIME PERIOD APPROVED BY THE LOCAL JURISDICTION.
17.

CALL THE "CALL BEFORE YOU DIG" NUMBER 48HRS IN ADVANCE AT 1-800-424-5555 PRIOR TO DIGGING.

REDMOND

GENERAL NOTES

1.

ALL METHODS AND MATERIALS SPECIFICATION SHALL MEET ALL CITY OF REDMOND 2020 STANDARD SPECIFICATIONS AND WSDOT/APWA STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION.
2.

THE CITY OF REDMOND 2020 STANDARD SPECIFICATIONS AND DETAILS SUPPLEMENTS AND IN SOME CASES SUPERSEDES THE WSDOT/APWA STANDARD SPECIFICATION FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION.
3.

ALL REDMOND STANDARD DETAIL DRAWINGS CAN BE FOUND AT THE FOLLOWING WEBSITE:
<https://www.redmond.gov/709/Standard-Specifications-Details>
4.

ALL WSDOT STANDARD PLANS CAN BE FOUND AT THE FOLLOWING WEBSITE:
<https://www.wsdot.wa.gov/Design/Standards/#StdPlans>
5.

ALL ASPHALT REPAIR TO BE DONE IN ACCORDANCE WITH REDMOND STANDARD DETAILS. SEE REDMOND STANDARD DETAILS 201, 202, AND 203.
6.

ALL SIDEWALK REPAIR TO BE DONE IN ACCORDANCE WITH REDMOND STANDARD DETAILS. SEE REDMOND STANDARD DETAILS 303, 303A, and 303B.
7.

ALL CURB AND GUTTER REPAIR TO BE DONE IN ACCORDANCE WITH REDMOND STANDARD DETAILS. SEE REDMOND STANDARD DETAIL 304.
8.

UTILITY LOCATIONS SHOWN ON THIS PLAN ARE BASED ON DOCUMENT RESEARCH AND FIELD EVALUATION. THE INFORMATION MAY NOT BE ACCURATE OR COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY LOCATE AND VERIFY LOCATION AND DEPTH OF ALL UTILITIES WITHIN THE CONSTRUCTION PATH. ALL INSTALLATIONS MUST COMPLY WITH MINIMUM HORIZONTAL AND VERTICAL CLEARANCES FROM UTILITIES.



MCI METRO ACCESS TRANSMISSION SERVICES, CORP. OUTSIDE PLANT CONSTRUCTION	SITE NAME: BH CROSSROADS TO REDMOND_RIDGE_MSC
	LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052
	MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

ENGINEER: D.V.

<div>P.E. STAMP</div>		<div>DATE</div>
<div>DRAWN BY: N.T.</div>		
<div>DATE:</div>	<div>07/06/2020</div>	
<div>REVISIONS</div>		
<div>DATE</div>	<div>DESCRIPTION</div>	<div>INITIAL</div>

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SCALE
HORIZ: N/A
VERT: N/A

SHEET 03 OF 17

PROPOSED

PROPOSED AERIAL STRAND



DIRECTIONAL BORE



TRENCH



EXISTING VERIZON

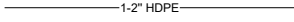
EXISTING AERIAL STRAND



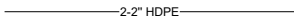
EXISTING UNDERGROUND



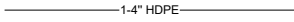
1_2" HDPE



2_2" HDPE



1_4" HDPE



1_2" PVC



2_2" PVC



1_4" PVC

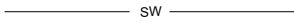


INNERDUCT



BASE LAYERS

SIDEWALK



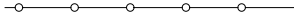
EDGE OF PAVEMENT



FACE OF CURB



FENCE



GUARDRAIL



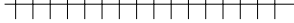
LIP OF GUTTER



PROPERTY LINE



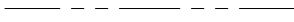
RAILROAD



RIGHT OF WAY



CENTER LINE



EXISTING UTILITIES

TELECOMMUNICATION



ELECTRICAL



GAS LINE



RECYCLED WATER



SANITARY SEWER



STORM DRAIN



WATER



LEGEND

PROPOSED SYMBOLS

	PROPOSED MANHOLE
	PROPOSED VAULT
	PROPOSED ANCHOR
	PROPOSED GUY
	PROPOSED SIDEWALK ANCHOR & GUY
	PROPOSED RISER
	POTHOLE
	BORE PIT

EXISTING UTILITIES SYMBOLS

	POWER PEDESTAL		WATER SAMPLING STATION
	POWER HANDHOLE		OTHER UNKNOWN
	POWER MANHOLE		SEWER VALVE
	POWER CABINET		SEWER VAULT
	POWER VAULT		SEWER UNKNOWN
	POWER UNKNOWN		STORM DRAIN VAULT
	POWER POLE		STORM ACCESS POINT
	STREET LIGHT POLE		TELECOM PEDESTAL
	STREET LIGHT HANDHOLE		TELECOM POLE
	TRAFFIC SIGNAL HANDHOLE		SEWER MANHOLE
	TRAFFIC SIGNAL VAULT		SEWER CLEANOUT
	TRAFFIC SIGNAL MANHOLE		SEWER CATCH BASIN
	TRAFFIC CABINET		STORM CATCH BASIN
	TRAFFIC SIGNAL POLE		STORM MANHOLE
	TRAFFIC SIGNAL PEDESTAL		STORM DRAIN UNKNOWN
	CATV MANHOLE		STORM CLEANOUT
	CATV HANDHOLE		STORM DRAIN VALVE
	CATV PEDESTAL		WATER VALVE
	TELECOM MANHOLE		WATER METER
	TELECOM HANDHOLE		WATER RESERVOIR
	TELECOM CABINET		WATER MANHOLE
	POWER ANCHOR		WATER VAULT
	POWER GUY		WATER UNKNOWN
	POWER SIDEWALK GUY		WATER WELL
	PEDESTAL (UNKNOWN UTILITY)		MANHOLE (UNKNOWN UTILITY)

EXISTING MCI SYMBOLS

	EXISTING MCI MANHOLE
	EXISTING MCI VAULT
	EXISTING MCI SPLICE
	EXISTING MCI ANCHOR
	EXISTING MCI GUY
	EXISTING MCI SIDEWALK ANCHOR & GUY



SITE NAME: BH_CROSSROADS_TO REDMOND_RIDGE_MSC	LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052	MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187
---	--	---

MCI METRO ACCESS TRANSMISSION SERVICES, CORP. OUTSIDE PLANT CONSTRUCTION RED UNDERGROUND FIBER INSTALLATION
--

ENGINEER: D.V.

P.E. STAMP DRAWN BY: N.T. DATE: 07/06/2020	DATE
--	------

DATE	DESCRIPTION	INITIAL

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SCALE
HORIZ: N/A
VERT: N/A

SHEET 04 OF 17

SITE NAME:	BH CROSSROADS TO REDMOND_RIDGE_MSC
	LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052
	MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO ACCESS TRANSMISSION SERVICES, CORP. OUTSIDE PLANT CONSTRUCTION RED UNDERGROUND FIBER INSTALLATION	

ENGINEER: D.V.

P.E. STAMP
DRAWN BY: N.T.
DATE: 07/06/2020

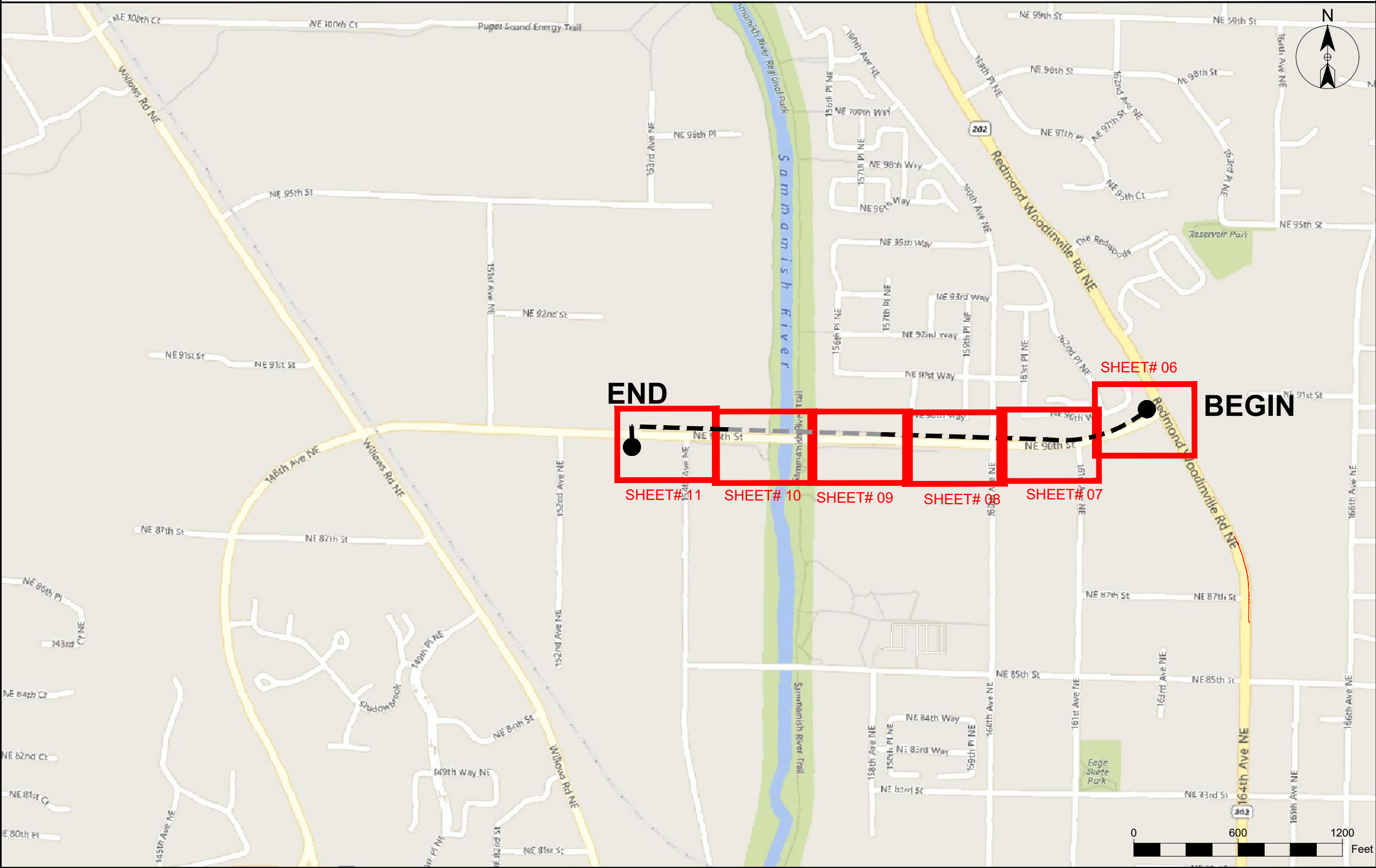
REVISIONS		
DATE	DESCRIPTION	INITIAL

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SCALE
HORIZ: N/A
VERT: N/A

SHEET 05 OF 17

LOCATION OVERVIEW



Approval is for work within the Right-of-Way ONLY

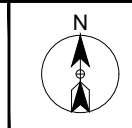


City of Redmond
Public Works - Right-of-Way

X Approved
Approved with Corrections noted
Revision Required
Signature: Yuri Bergeron
06/14/2022 10:22:17 AM

PERMIT 1807BDIO.18_UG_RED_90188

Full concrete panel replacement required at potholes, borepits, and vault locations



CONSTRUCTION NOTES

- 1 DIG BORE PIT AND PL. NEW 30"x60"x30" VAULT IN LANDSCAPE SEE SHEET 15 FOR VAULT DETAIL
- 2 PL. 294' (1) 2" HDPE VIA BORE WITH MINIMUM 36" COVER
- 3 DIG BORE PIT

- 4 PL. 225' (1) 2" HDPE VIA BORE WITH MINIMUM 36" COVER

GENERAL NOTES

CONTRACTOR TO CONFIRM AND MAINTAIN CLEARANCE OF STRUCTURES

00+00 AT INTERSECTION OF NE 90TH ST AND REDMOND-WOODINVILLE RD NE

REFER TO CITY OF REDMOND TREE PROTECTION STANDARDS 27.72.060

MAINTAIN 1 TO 2' OF CLEARANCE FROM EXISTING TELECOMMUNICATION.

MAINTAIN 36" TO 60" UNDER THE EXISTING POWER.

All utility crossings shall be potholed prior to drilling to verify depths and clearance requirements

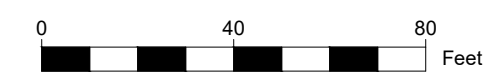
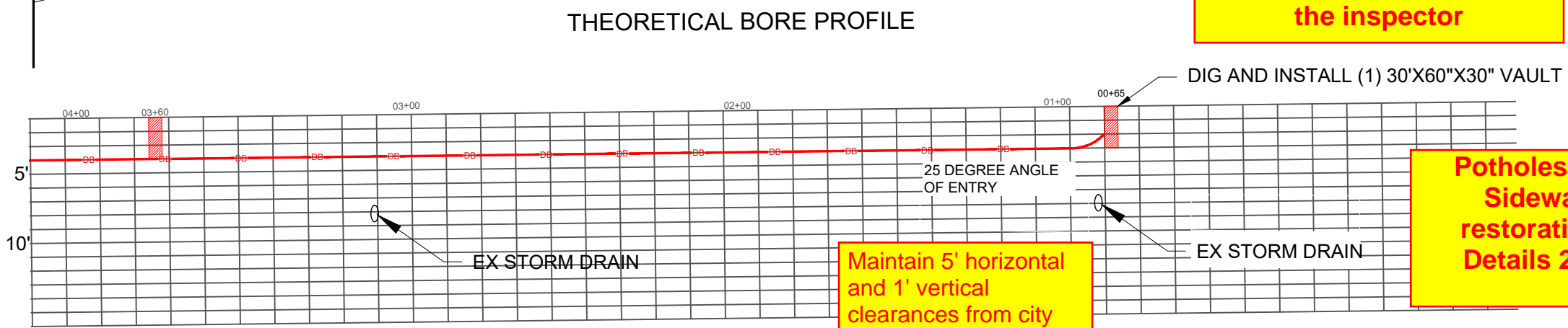
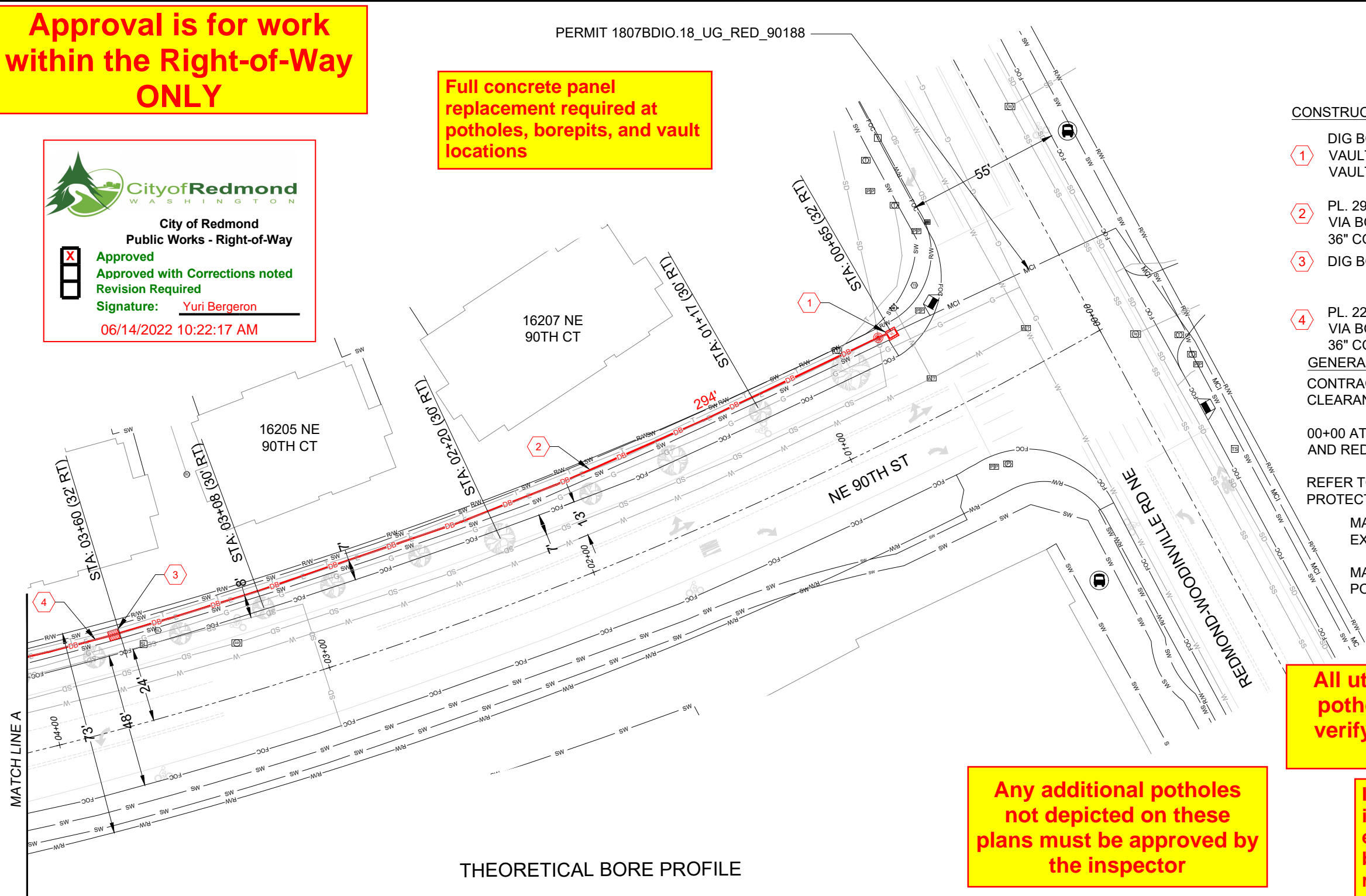
Any additional potholes not depicted on these plans must be approved by the inspector

If the pothole and new vault installation disturbs an existing ADA Ramp it must be replaced to compliance requirements.

Bore log must be approved by the inspector before drilling can begin

Potholes, Trench Restoration, Asphalt & Sidewalk Replacement & landscape restorations shall be per City Standard Details 201, 202, 203, and 303 and COR Inspector instructions.

Maintain 5' horizontal and 1' vertical clearances from city utilities/structures



SITE NAME:	BH CROSSROADS TO REDMOND RIDGE_MSC
	LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052
	MASSTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.
OUTSIDE PLANT CONSTRUCTION
RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP
DRAWN BY: N.T.
DATE: 07/06/2020

REVISIONS		
DATE	DESCRIPTION	INITIAL

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SCALE	HORZ: SEE SCALE
	VERT: 1:10
SHEET	06 OF 17

CONSTRUCTION NOTES

- 1 DIG BORE PIT
- 2 PL. 350' (1) 2" HDPE VIA BORE WITH MINIMUM 36" COVER
- 3 PL. 37' (1) 2" HDPE VIA TRENCH WITH MINIMUM 36" COVER

GENERAL NOTES

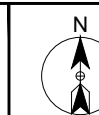
CONTRACTOR TO CONFIRM AND MAINTAIN CLEARANCE OF STRUCTURES

00+00 AT INTERSECTION OF NE 90TH ST AND REDMOND-WOODINVILLE RD NE

REFER TO CITY OF REDMOND TREE PROTECTION STANDARDS 27.72.060

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MASSTEC ID NUMBER:	1807BDIO.18_UG_RED_90187

MCI METRO	ACCESS TRANSMISSION SERVICES, CORP.
OUTSIDE PLANT CONSTRUCTION	RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP
DRAWN BY: N.T.
DATE: 07/06/2020

REVISIONS

DATE	DESCRIPTION	INITIAL

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SCALE
HORIZ: SEE SCALE
VERT: 1:10

SHEET 07 OF 17

Approval is for work within the Right-of-Way ONLY

Full concrete panel replacement required at potholes, borepits, and vault locations

Maintain 5' horizontal and 1' vertical clearances from city utilities/structures

Any additional potholes not depicted on these plans must be approved by the inspector

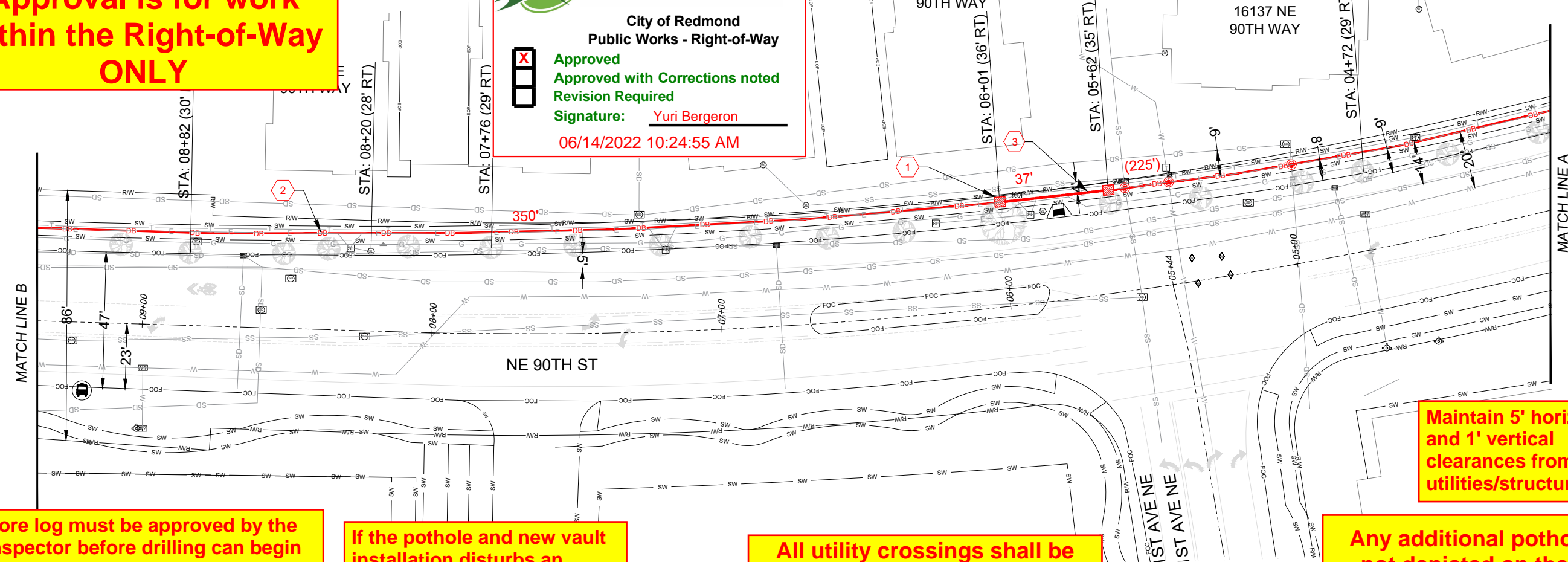
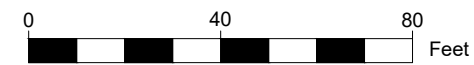
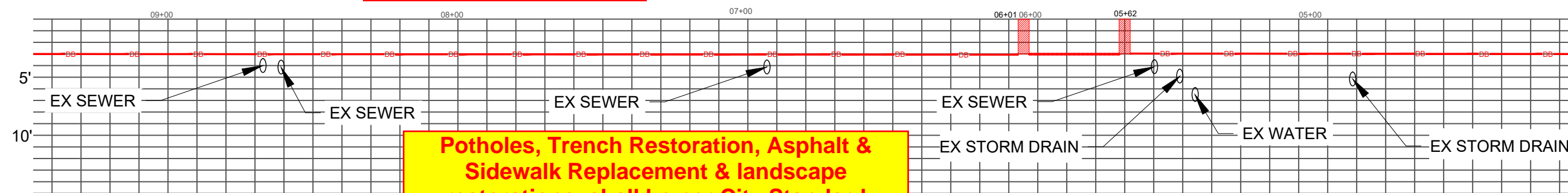
Bore log must be approved by the inspector before drilling can begin

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All utility crossings shall be potholed prior to drilling to verify depths and clearance requirements

Potholes, Trench Restoration, Asphalt & Sidewalk Replacement & landscape restorations shall be per City Standard Details 201, 202, 203, and 303 and COR Inspector instructions.

THEORETICAL BORE PROFILE





City of Redmond
Public Works - Right-of-Way

X Approved
Approved with Corrections noted
Revision Required
Signature: Yuri Bergeron
06/14/2022 10:25:57 AM

**Approval is for work
within the Right-of-Way
ONLY**

CONSTRUCTION NOTES

- 1 DIG BORE PIT AND PL. NEW 30"X60"X30" VAULT IN LANDSCAPE SEE SHEET 15 FOR VAULT DETAIL
- 2 PL. 300' (1) 2" HDPE VIA BORE WITH MINIMUM 36" COVER
- 3 DIG BORE PIT

GENERAL NOTES

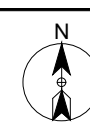
CONTRACTOR TO CONFIRM AND MAINTAIN CLEARANCE OF STRUCTURES

00+00 AT INTERSECTION OF NE 90TH ST AND REDMOND-WOODINVILLE RD NE

REFER TO CITY OF REDMOND TREE PROTECTION STANDARDS 27.72.060

MAINTAIN 1 TO 2' OF CLEARANCE FROM EXISTING TELECOMMUNICATION.

MAINTAIN 36" TO 60" UNDER THE EXISTING POWER.



DIGALERT
CALL TOLL FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
811

SEFNCO
COMMUNICATIONS

MasTec

verizon

SITE NAME: BH CROSSROADS TO REDMOND RIDGE MSC
LOCATION ADDRESS: 16210 NE 90TH ST
REDMOND, WA 98052
MASITEC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.
OUTSIDE PLANT CONSTRUCTION
RED UNDERGROUND FIBER INSTALLATION

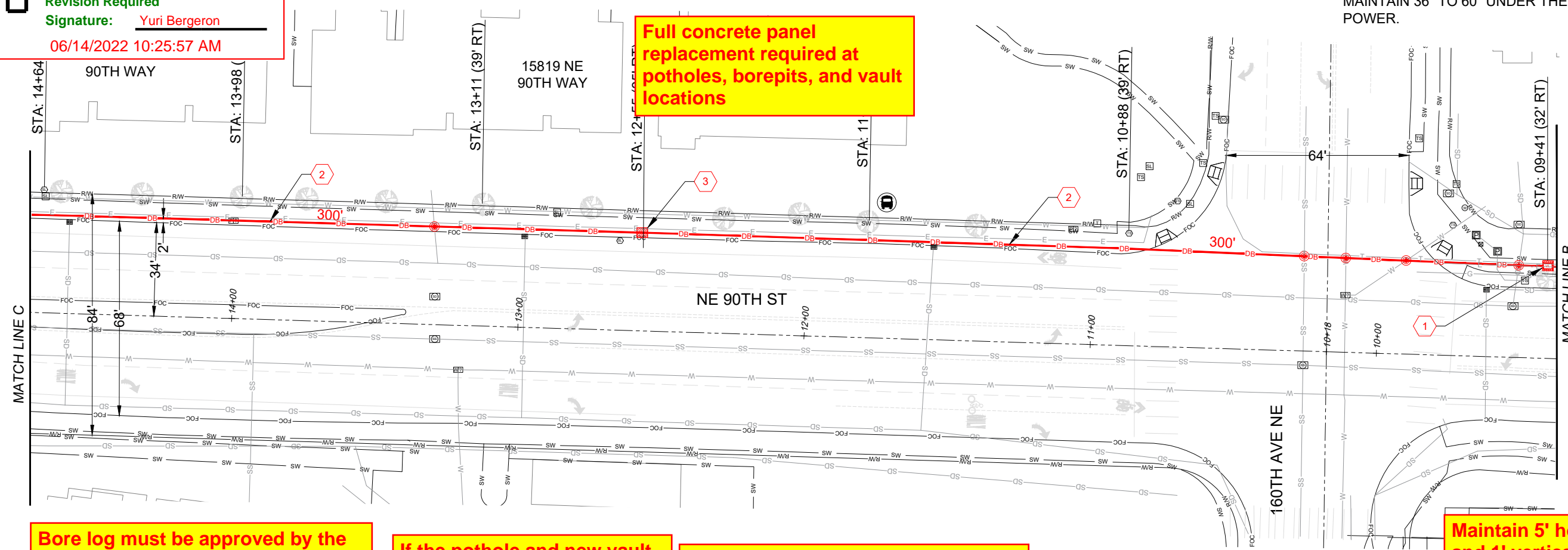
ENGINEER: D.V.

P.E. STAMP DATE
DRAWN BY: N.T.
DATE: 07/06/2020

REVISIONS		
DATE	DESCRIPTION	INITIAL

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SCALE HORZ: SEE SCALE
VERT: 1:10
SHEET 08 OF 17

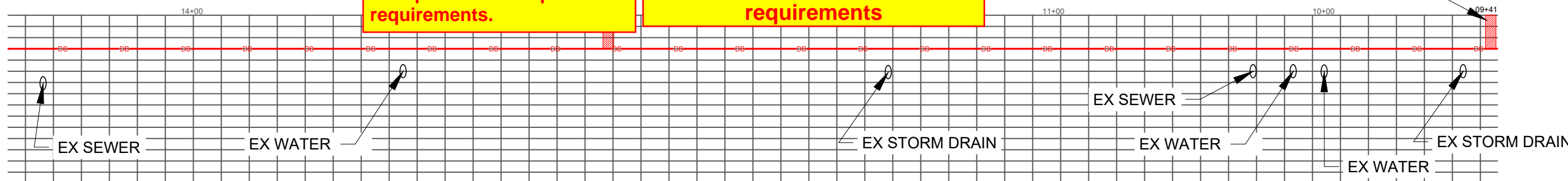


Bore log must be approved by the inspector before drilling can begin

If the pothole and new vault installation disturbs an existing ADA Ramp it must be replaced to compliance requirements.

All utility crossings shall be potholed prior to drilling to verify depths and clearance requirements

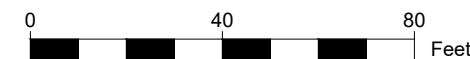
Maintain 5' horizontal and 1' vertical clearances from city utilities/structures



Potholes, Trench Restoration, Asphalt & Sidewalk Replacement & landscape restorations shall be per City Standard Details 201, 202, 203, and 303 and COR Inspector instructions.

THEORETICAL BORE PROFILE

Any additional potholes not depicted on these plans must be approved by the inspector



CONSTRUCTION NOTES

- DIG BORE PIT AND PL. NEW TA-25 VAULT IN LANDSCAPE SEE SHEET 16 FOR VAULT DETAIL. REPLACE THE CITY OWNED HANDHOLE.
- PL. 183' (1) 2" HDPE WITH MAXELL VIA BORE WITH MINIMUM 36" COVER
- EXISTING CITY OF REDMOND CONDUIT. CONTRACTOR TO VERIFY CORRECT CONDUIT PRIOR TO CONSTRUCTION. PULL FIBER CABLE THROUGH. INSTALL (2) PACKS (6 SLEEVES) OF MAXCELL IN ONE 4" CITY OF REDMOND CONDUIT - MCI SHALL HAVE THE USE OF 2 SLEEVES.

- DIG BORE PIT AND PL. NEW 36"x60"x30" VAULT IN LANDSCAPE SEE SHEET 15 FOR VAULT DETAIL
- PROPOSED CITY OF REDMOND (2) 4" CONDUIT
- PROPOSED CITY OF REDMOND TA-25 VAULT



The city is in talks to arrange an agreement for utilizing city conduit crossing NE 90 St. This approval is for boring only at this time due to incoming roadway improvements this summer.

GENERAL NOTES

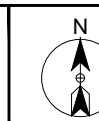
CONTRACTOR TO CONFIRM AND MAINTAIN CLEARANCE OF STRUCTURES

00+00 AT INTERSECTION OF NE 90TH ST AND REDMOND-WOODINVILLE RD NE

REFER TO CITY OF REDMOND TREE PROTECTION STANDARDS 27.72.060

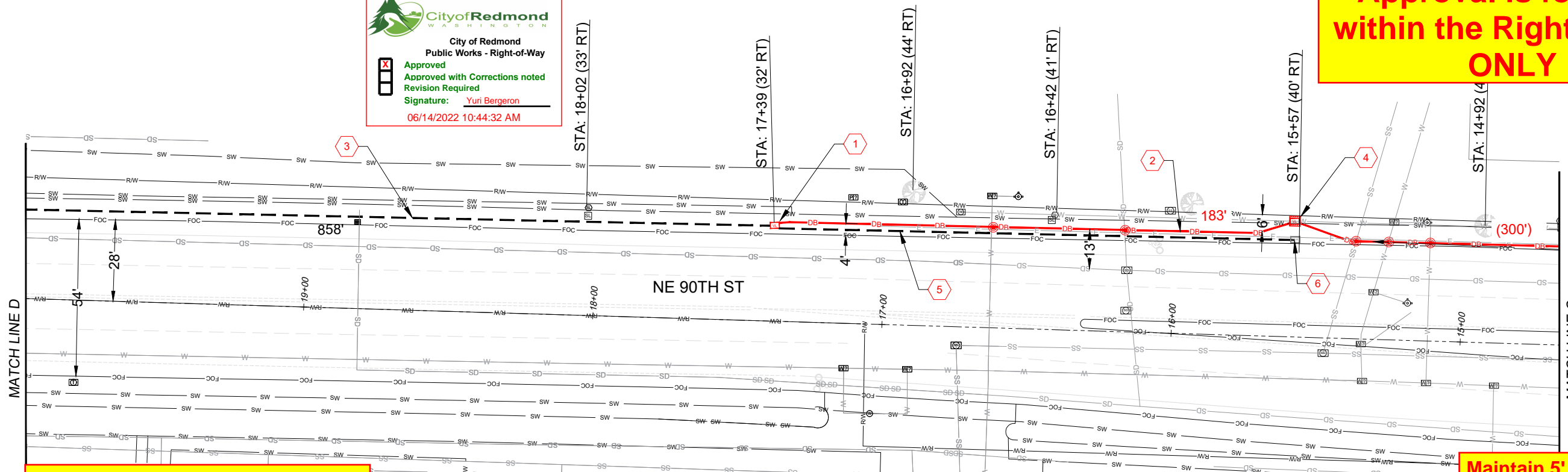
MAINTAIN 1 TO 2' OF CLEARANCE FROM EXISTING TELECOMMUNICATION.

MAINTAIN 36" TO 60" UNDER THE EXISTING POWER.



Full concrete panel replacement required at potholes, borepits, and vault locations

Approval is for work within the Right-of-Way ONLY



Bore log must be approved by the inspector before drilling can begin

If the pothole and new vault installation disturbs an existing ADA Ramp it must be replaced to compliance requirements.

All utility crossings shall be potholed prior to drilling to verify depths and clearance requirements

Maintain 5' horizontal and 1' vertical clearances from city utilities/structures

Potholes, Trench Restoration, Asphalt & Sidewalk Replacement & landscape restorations shall be per City Standard Details 201, 202, 203, and 303 and COR Inspector instructions.

Any additional potholes not depicted on these plans must be approved by the inspector

THEORETICAL BORE PRO



SITE NAME: BH CROSSROADS TO REDMOND RIDGE_MSC

LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052

MASSTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO

ACCESS TRANSMISSION SERVICES, CORP.

OUTSIDE PLANT CONSTRUCTION

RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP DATE

DRAWN BY: N.T.

DATE: 07/06/2020

REVISIONS		
DATE	DESCRIPTION	INITIAL

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SCALE: HORIZ: SEE SCALE VERT: 1:10

SHEET 09 OF 17

The city is in talks to arrange an agreement for utilizing city conduit crossing NE 90 St. This current review is for boring only at this time due to incoming roadway improvements this summer.

CONSTRUCTION NOTES

- 1 EXISTING CITY OF REDMOND CONDUIT. CONTRACTOR TO VERIFY CORRECT CONDUIT PRIOR TO CONSTRUCTION. PULL FIBER CABLE THROUGH.

GENERAL NOTES

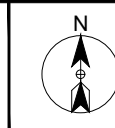
CONTRACTOR TO CONFIRM AND MAINTAIN CLEARANCE OF STRUCTURES

00+00 AT INTERSECTION OF NE 90TH ST AND REDMOND-WOODINVILLE RD NE

REFER TO CITY OF REDMOND TREE PROTECTION STANDARDS 27.72.060

MAINTAIN 1 TO 2' OF CLEARANCE FROM EXISTING TELECOMMUNICATION.

MAINTAIN 36" TO 60" UNDER THE EXISTING POWER.



SITE NAME: BH CROSSROADS TO REDMOND RIDGE MSC
LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052
MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.
OUTSIDE PLANT CONSTRUCTION
RED UNDERGROUND FIBER INSTALLATION

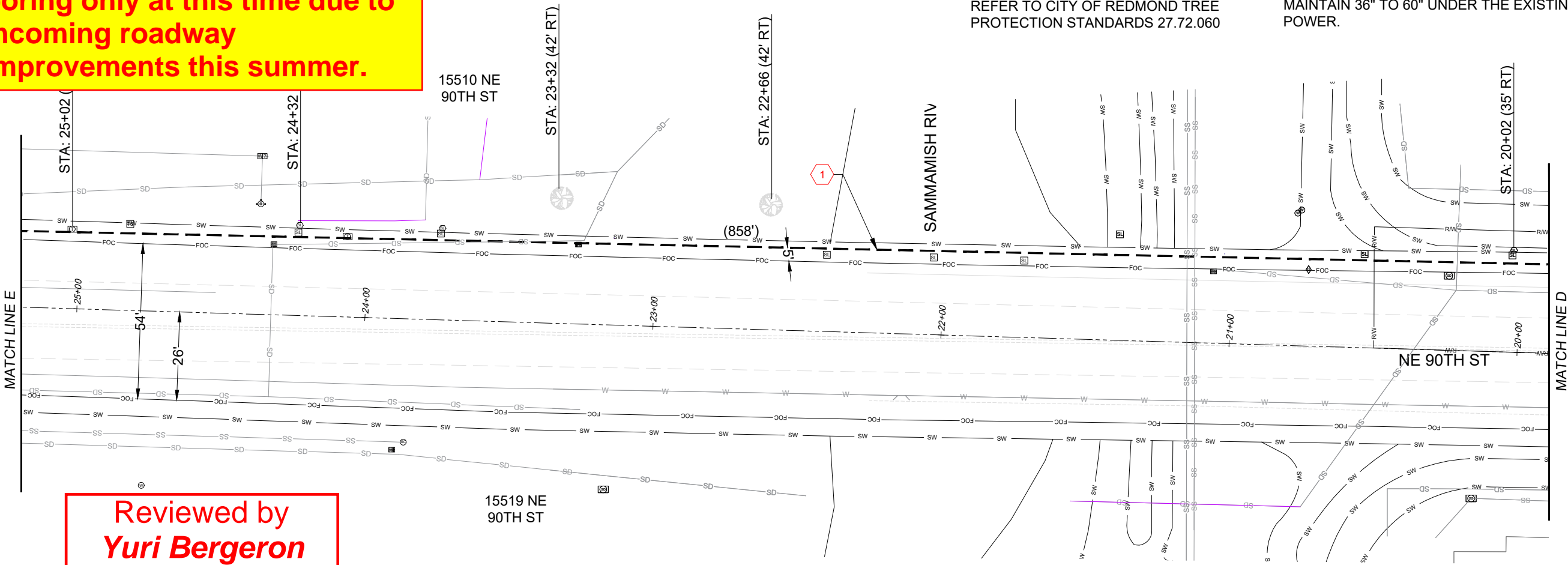
ENGINEER: D.V.

P.E. STAMP
DRAWN BY: N.T.
DATE: 07/06/2020

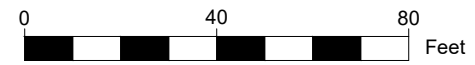
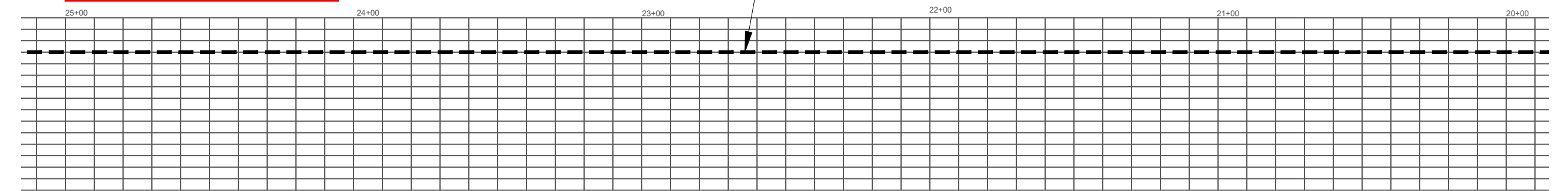
REVISIONS		
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SCALE
HORIZ: SEE SCALE
VERT: 1:10
SHEET 10 OF 17



Reviewed by
Yuri Bergeron
City of Redmond
06/14/2022 10:44:56 AM



CONSTRUCTION NOTES

- 1 DIG BORE PIT AND PL. NEW TA-25 VAULT IN LANDSCAPE SEE SHEET 16 FOR VAULT DETAIL. REPLACE THE CITY OWNED HANDHOLE.
- 2 DIG BORE PIT AND PL. NEW 4'X4'X4' COMMON MANHOLE IN ROAD SURFACE SEE SHEET 17 FOR VAULT DETAIL.
- 3 PL. 377' (1) 2" HDPE VIA BORE WITH MINIMUM 36" COVER
- 4 DIG BORE PIT

- 5 PL. 65' (1) 2" HDPE VIA BORE WITH MINIMUM 36" COVER
- 6 DIG BORE PIT
- 7 EXISTING XO MH . CONTRACTOR TO VERIFY CORRECT MH PRIOR TO CONSTRUCTION.
- 8 PL. 27' (2) 4" HDPE WITH MAXELL VIA BORE WITH MINIMUM 36" COVER; (1) 2" HDPE

GENERAL NOTES

CONTRACTOR TO CONFIRM AND MAINTAIN CLEARANCE OF STRUCTURES

00+00 AT INTERSECTION OF NE 90TH ST AND REDMOND-WOODINVILLE RD NE

REFER TO CITY OF REDMOND TREE PROTECTION STANDARDS 27.72.060

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MAINTAIN 36" TO 60" UNDER THE EXISTING POWER.



Approval is for work within the Right-of-Way ONLY

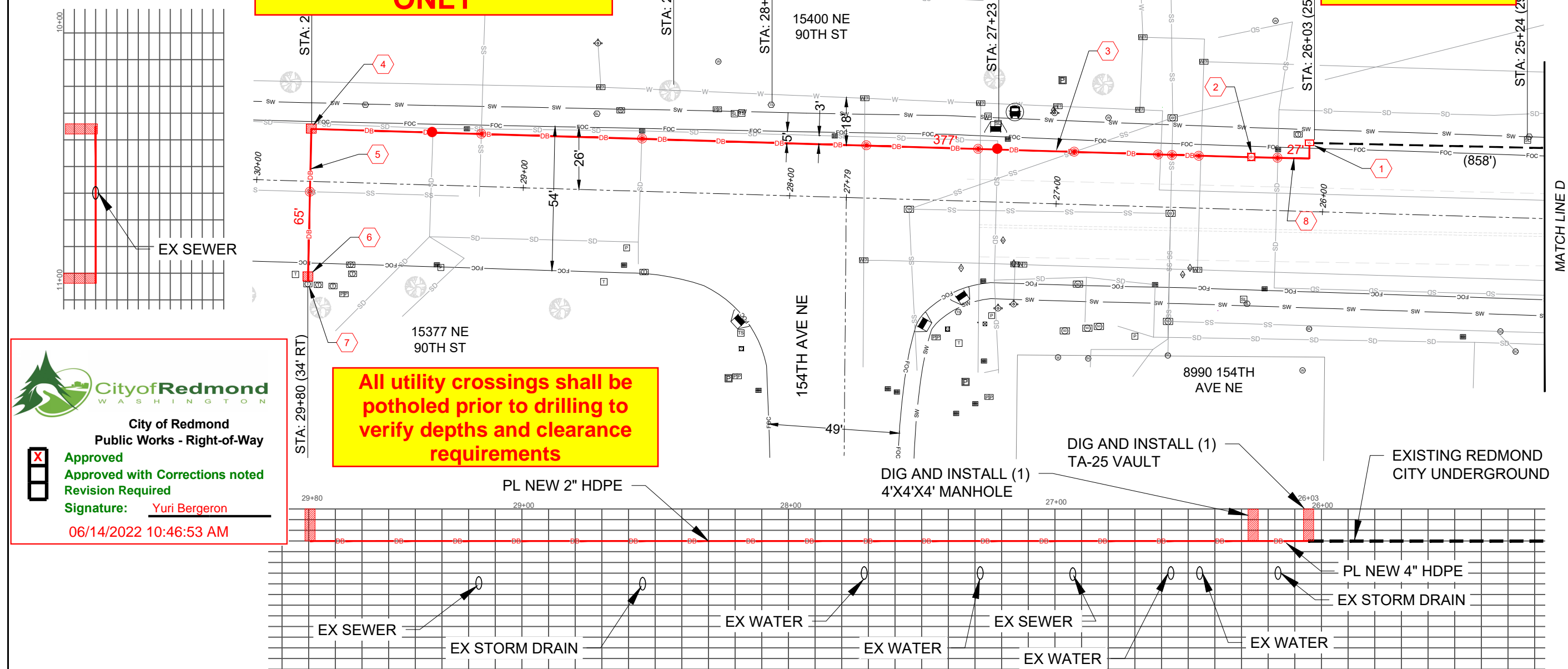
Maintain 5' horizontal and 1' vertical clearances from city utilities/structures

All utility crossings shall be potholed prior to drilling to verify depths and clearance requirements

 **City of Redmond**
WASHINGTON
Public Works - Right-of-Way

☒ Approved
☐ Approved with Corrections noted
☐ Revision Required

Signature: Yuri Bergeron
06/14/2022 10:46:53 AM

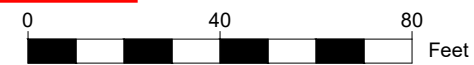


Potholes, Trench Restoration, Asphalt & Sidewalk Replacement & landscape restorations shall be per City Standard Details 201, 202, 203, and 303 and COR Inspector instructions.

Any additional potholes not depicted on these plans must be approved by the inspector

Full concrete panel replacement required at potholes, borepits, and vault locations

Bore log must be approved by the inspector before drilling can begin



SITE NAME:	BH CROSSROADS TO REDMOND RIDGE MSC
	LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052
	MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO ACCESS TRANSMISSION SERVICES, CORP. OUTSIDE PLANT CONSTRUCTION RED UNDERGROUND FIBER INSTALLATION	

ENGINEER: D.V.

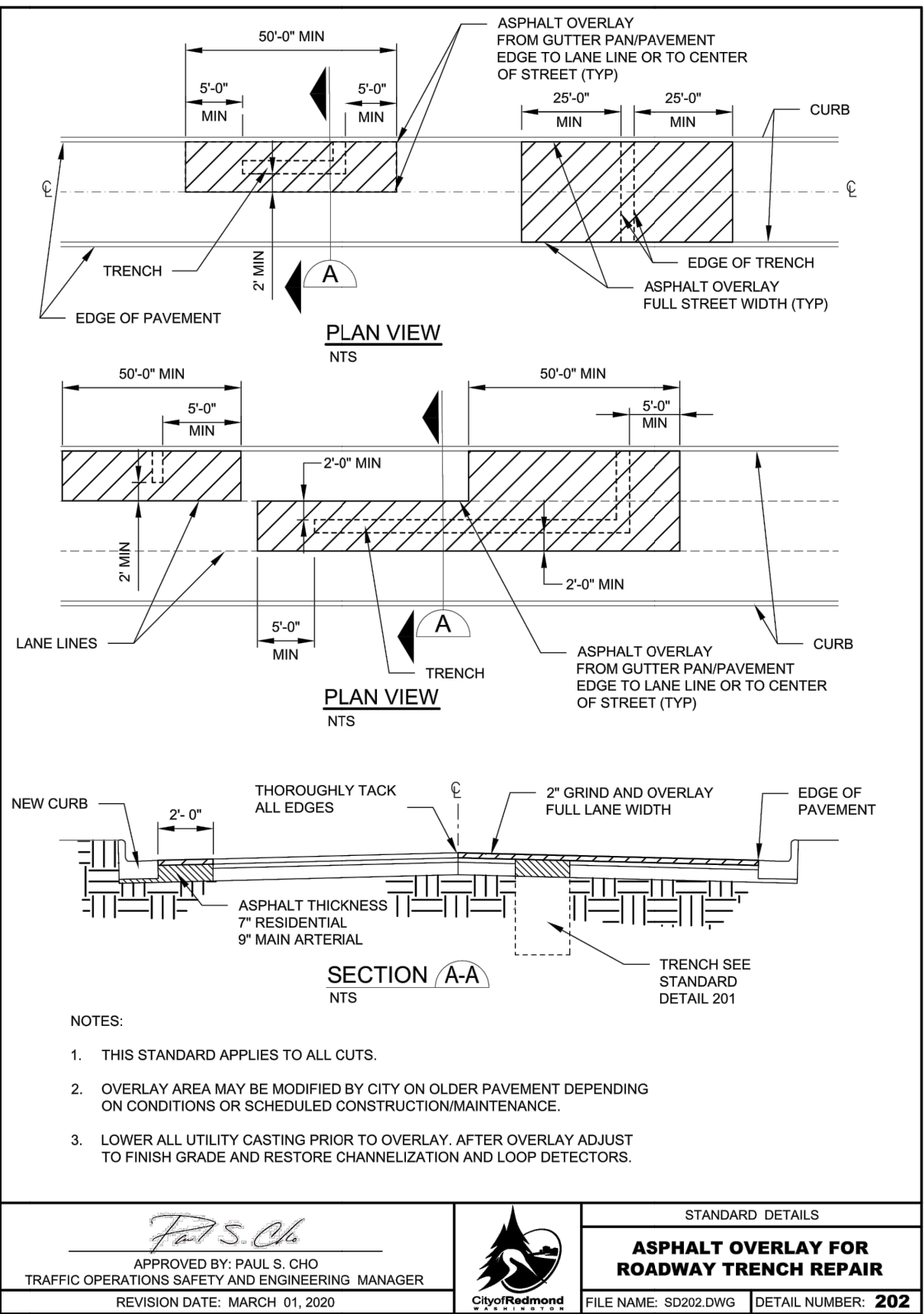
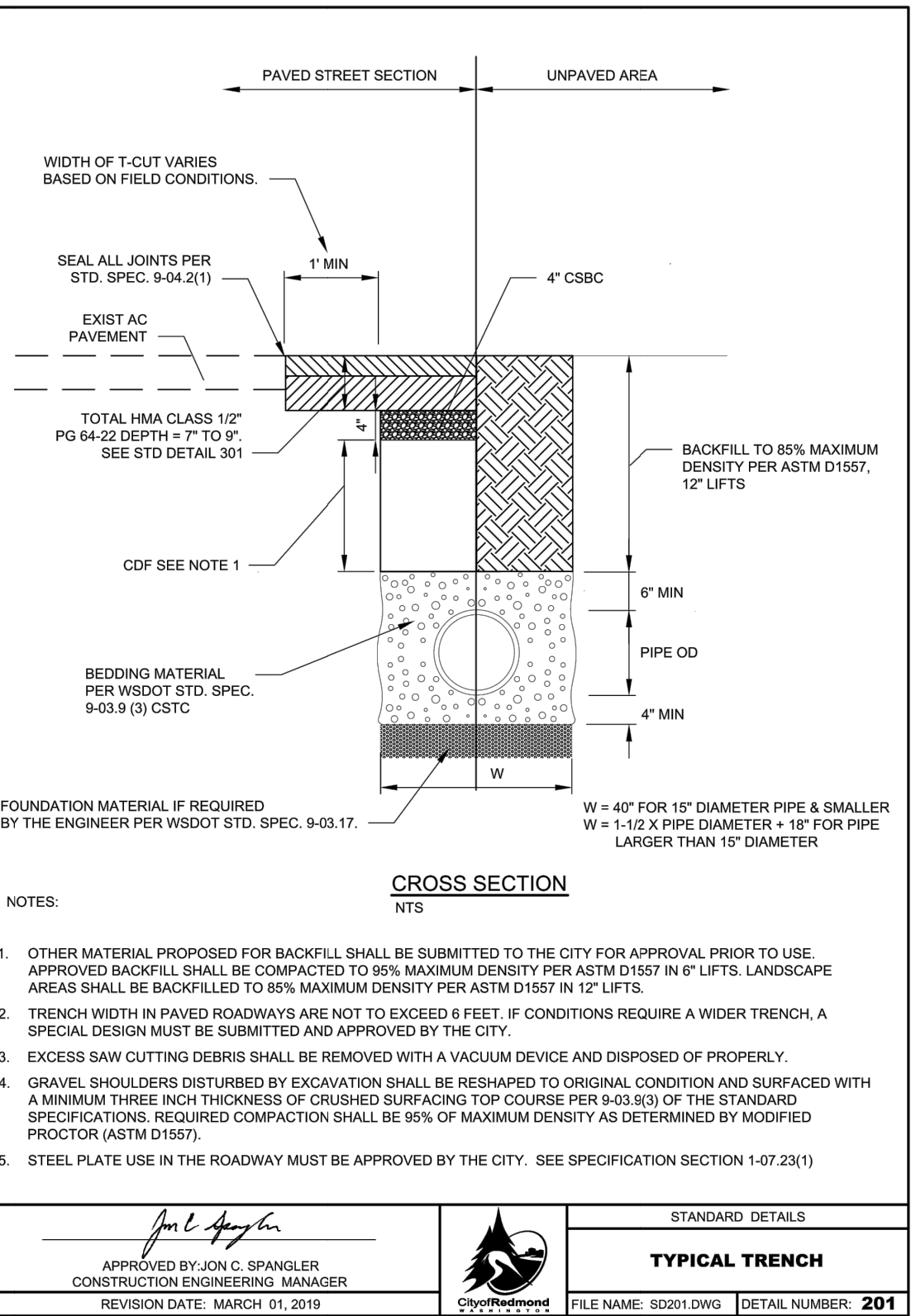
P.E. STAMP
DRAWN BY: N.T.
DATE: 07/06/2020

REVISIONS		
DATE	DESCRIPTION	INITIAL

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SCALE: HORZ: SEE SCALE
VERT: 1:10
SHEET 11 OF 17

DETAILS



SEFNCO
COMMUNICATIONS

MasTec

verizon

SITE NAME:
BH CROSSROADS TO
REDMOND RIDGE_MSC

LOCATION ADDRESS:
16210 NE 90TH ST
REDMOND, WA 98052

MASTEC ID NUMBER:
1807BDIO.18_UG_RED_90187

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.

OUTSIDE PLANT CONSTRUCTION

RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP

DATE

DRAWN BY: N.T.

DATE: 07/06/2020

REVISIONS

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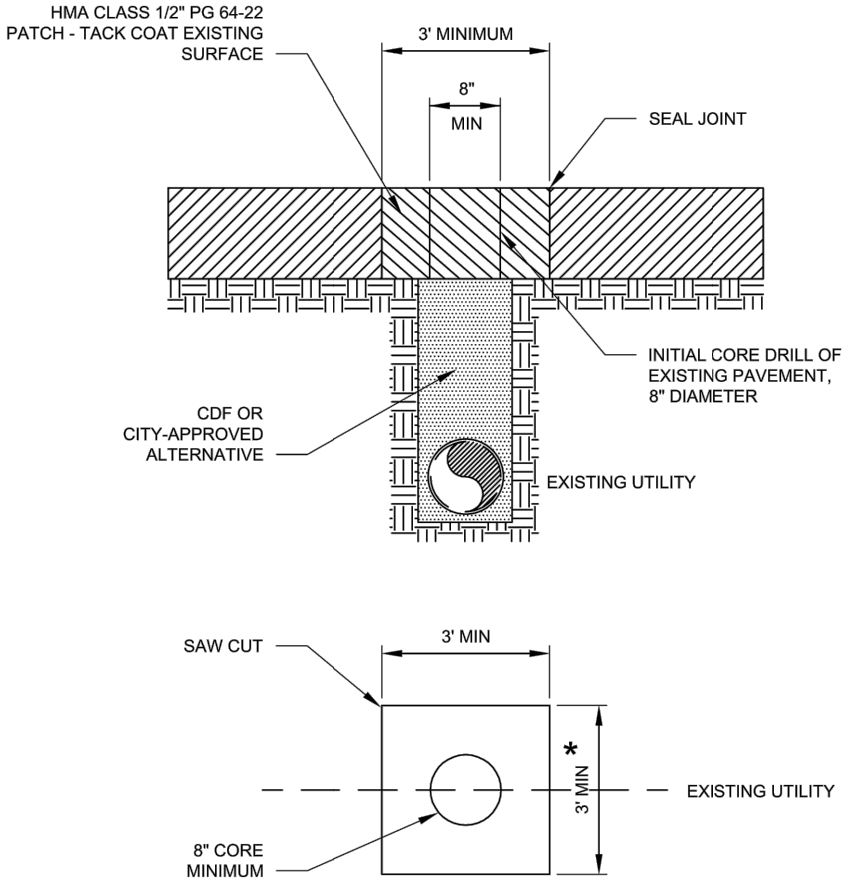
SCALE

HORZ: N/A
VERT: N/A

SHEET

12 OF 17

DETAILS



- NOTES:
- 1. THE EXISTING PAVEMENT SHALL BE CUT FULL DEPTH WITH A MINIMUM EIGHT INCH DIAMETER CORE DRILL. THE SUB-BASE MATERIAL SHALL BE REMOVED USING A VACUUM EXCAVATOR, KEEPING THE EXCAVATION AS MINIMAL AS POSSIBLE.
 - 2. BACKFILL THE EXCAVATION WITH CONTROLLED DENSITY FILL (CDF) OR CITY-APPROVED ALTERNATIVE.
 - 3. REPAIR THE PAVEMENT SECTION WITH HMA CLASS 1/2" PG 64-22 AND SEAL THE JOINT. ASPHALT DEPTHS SHOULD BE 7" ON LOCAL ACCESS STREETS, 9" ON ARTERIALS OR MATCH EXISTING, WHICHEVER IS GREATER.
 - 4. FOR MORE THAN 3 CORES WITHIN 50 FEET EDGE TO EDGE OF EACH OTHER IN ANY DIRECTION, OR 12 OR MORE CORES WITHIN A BLOCK, PAVEMENT REPAIR WILL BE CONSIDERED A TRENCH AND SUBJECT TO THE REPAIR DETAIL IN SD202.
- * EXTEND TO EDGE OF GUTTER PAN OR NEAREST LANE LINE AS DIRECTED BY CITY INSPECTOR.

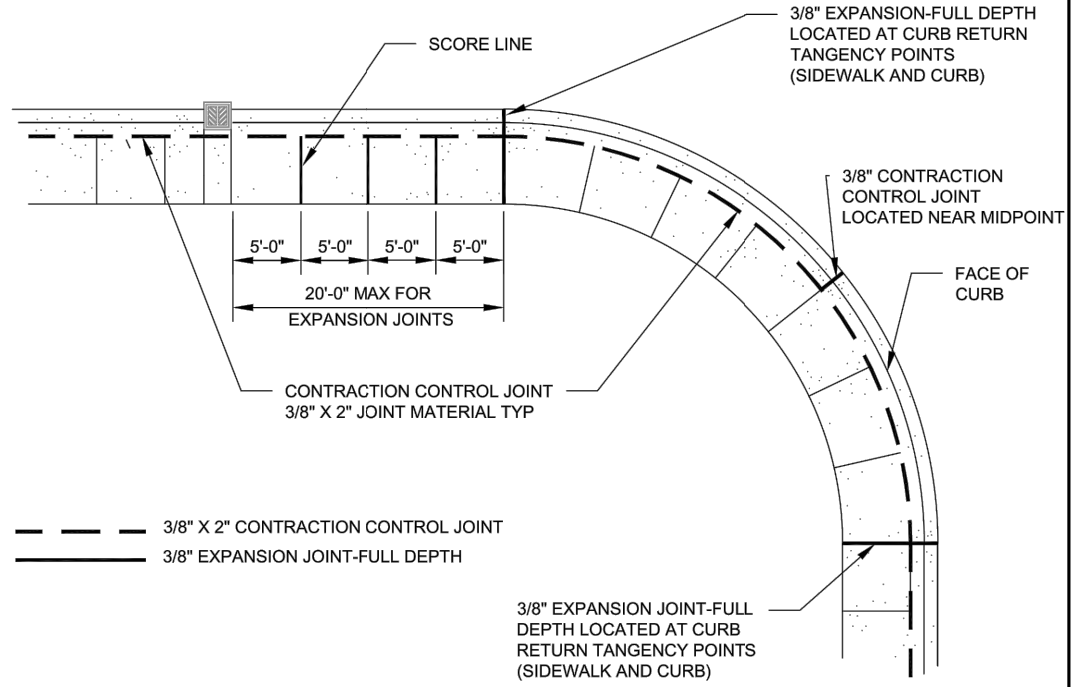
APPROVED BY: PAUL S. CHO
TRAFFIC OPERATIONS SAFETY AND ENGINEERING MANAGER

REVISION DATE: MARCH 01, 2020

STANDARD DETAILS

**PAVEMENT RESTORATION
FOR WINDOW CUTS**

FILE NAME: SD203.DWG | DETAIL NUMBER: **203**



PLAN VIEW
NTS

- NOTES:
- 1. SCORE LINE SHALL BE 1/4 INCH DEEP V-GROVE.
 - 2. JOINTS SHALL MATCH THE CURB.
 - 3. SIDEWALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 8-14 OF THE STANDARD SPECIFICATIONS AND AS SHOWN ON THE STANDARD DETAILS
 - 4. SIDEWALK SHALL BE 6 INCH MINIMUM THICKNESS WHERE ADJACENT TO ROLLED CURB SECTION, OTHERWISE MINIMUM THICKNESS SHALL BE 4 INCH.
 - 5. THE CONCRETE MIX FOR SIDEWALKS SHALL BE AIR ENTRAINED CONCRETE CLASS 3000 IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 6-02.
 - 6. PLACING AND FINISHING OF SIDEWALKS SHALL BE PER SECTION 8-14 OF THE STANDARD SPECIFICATION. THE SURFACES ARE TO BE STRUCK OFF, TROWELED, LIGHTLY BRUSHED IN TRANSVERSE DIRECTION, THEN JOINED AND EDGED. THE FINISH REQUIREMENTS INCLUDE:
 - A. JOINTS SHALL BE TOOLED WITH 1/4 INCH RADIUS EDGER.
 - B. SIDEWALK EDGES TOOLED WITH A 1/2 INCH EDGER.
 - C. WHEN REPLACING SECTIONS OF EXISTING SIDEWALK OR WHEN NEW SIDEWALK ADJOINS EXISTING, NEW CONCRETE SHALL BE FINISHED TO MATCH THE EXISTING CONCRETE OR AS DIRECTED BY THE CITY ENGINEER. COLORING AGENT SHALL BE USED IN NEW CONCRETE TO MATCH EXISTING.
 - D. WHEN CASTINGS ARE LOCATED IN THE SIDEWALK, JOINTS SHALL BE INSTALLED TO CONTROL CRACKING. REBAR SHALL BE INSTALLED AS DIRECTED BY THE CITY TO STRENGTHEN SIDEWALK TO PREVENT CRACKING AT CORNERS OF CASTINGS AND OTHER BLOCKOUTS.

APPROVED BY: DONALD CAIRNS
TRANSPORTATION PLANNING AND ENGINEERING MANAGER

REVISION DATE: MARCH 01, 2018

STANDARD DETAILS

CURB AND SIDEWALK JOINTS

FILE NAME: SD303.DWG | DETAIL NUMBER: **303**

SEFNCO
COMMUNICATIONS

MasTec

verizon

SITE NAME: BH CROSSROADS TO REDMOND_RIDGE_MSC

LOCATION ADDRESS: 16210 NE 90TH ST
REDMOND, WA 98052

MASTEC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.

OUTSIDE PLANT CONSTRUCTION

RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP DATE

DRAWN BY: N.T.

DATE: 07/06/2020

DATE	DESCRIPTION	INITIAL

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SCALE: HORZ: N/A
VERT: N/A

SHEET 13 OF 17

DETAILS

SITE NAME:	BH CROSSROADS TO REDMOND RIDGE_MSC
	LOCATION ADDRESS: 16210 NE 90TH ST REDMOND, WA 98052
	MASTECC ID NUMBER: 1807BDIO.18_UG_RED_90187

MCI METRO ACCESS TRANSMISSION SERVICES, CORP. OUTSIDE PLANT CONSTRUCTION RED UNDERGROUND FIBER INSTALLATION	

ENGINEER: D.V.

P.E. STAMP		DATE
DRAWN BY:	N.T.	
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SCALE	HORZ:	N/A
	VERT:	N/A
SHEET	14	OF 17

EXPANSION JOINT

CONTRACTION CONTROL JOINT

NOTE 1

NOTE 2

NOTE 3

PLAN VIEW
NTS

3/8" MAX

4" MIN

SAWCUT, FULL DEPTH, TYP JOINT FILLER

EXPANSION JOINT SECTION
NTS

1/4" MAX

2" MIN

SAWCUT, TYP JOINT FILLER

CONTRACTION CONTROL JOINT SECTION
NTS

NOTES:

1. SHARED USE PATH WIDTH SHALL BE IN ACCORDANCE WITH DESIGN MANUAL M-22-01.09 CHAPTER 1515 AS DIRECTED BY CITY ENGINEER. MINIMUM VERTICAL CLEARANCE OF PATH SHALL BE 12 FEET.
2. CONTRACTION JOINTS SHALL BE AT 5-FOOT INTERVALS OR INTERVALS EQUAL TO SHARED USE PATH WIDTH AS DIRECTED BY CITY ENGINEER.
3. EXPANSION JOINTS SHALL BE INSTALLED AT 200-FOOT MAXIMUM INTERVALS AS DIRECTED BY CITY ENGINEER. EXPANSION JOINTS SHALL ALSO BE INSTALLED AT CURB RAMPS AND FIXED STRUCTURES AS PER STANDARD SPECIFICATIONS SECTION 8-14.
4. LONGITUDINAL JOINTS ARE NOT ALLOWED.
5. IF SHARED USE PATH IS ADJACENT TO CURB, JOINTS SHALL MATCH THE CURB.
6. SHARED USE PATH SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 8-14 OF STANDARD SPECIFICATIONS, EXCEPT THAT ALL JOINTS SHALL BE SAWCUT.

APPROVED BY: DONALD CAIRNS
TRANSPORTATION PLANNING AND ENGINEERING MANAGER
REVISION DATE: MARCH 01, 2018

STANDARD DETAILS
CONCRETE SHARED USE PATH
FILE NAME: SD303A.DWG | DETAIL NUMBER: 303A

FACE OF CURB

BACK OF CURB

1' WIDE BAND

4'X6' TREE WELL (SEE NOTES 4 & 5)

VARIES

3/8" EXPANSION (FULL DEPTH) TYP

2' X 2' SCORED CONCRETE. SCORE TO BE SAWCUT AT 1/2" DEPTH X 1/8" WIDE. NO SHINE, NO RADIUS ON EDGE, NO SMOOTH FLANGE ALONG EITHER SIDE OF JOINT.

PLAN VIEW
NTS

MAJOR STREET

VARIES

3/8" EXPANSION (FULL DEPTH) TYP

NOT A 90 DEGREE CORNER
NTS

1' TRANSITION BAND FOR NON 90° CORNERS FOR SCORING TRANSITION (SEE NOTES 1 & 2)

FACE OF BUILDING OR BACK OF SIDEWALK

MINOR STREET

VARIES

VARIES

NOTES:

1. LOCATE 1' TRANSITION BAND OUTSIDE OF RADIUS RETURN AND ADA RAMP.
2. IF FACE OF BUILDING AT BACK OF SIDEWALK LOCATE 1' TRANSITION AT CORNER OF BUILDING.
3. ORIENT UTILITY BOXES TO ALIGN WITH THE SCORING.
4. SEE SD 907 FOR TREE INSTALLATION.
5. TREE GRATE REQUIRED IN FURNITURE ZONES. SEE SD 473 FOR TREE GRATE DETAIL.

APPROVED BY: DONALD CAIRNS
TRANSPORTATION PLANNING AND ENGINEERING MANAGER
REVISION DATE: MARCH 01, 2020

STANDARD DETAILS
DOWNTOWN AND OVERLAKE PEDESTRIAN SIDEWALK
FILE NAME: SD303B.DWG | DETAIL NUMBER: 303B

30"X60"X30" VAULT TYPICAL OLDCASTLE

MATERIAL PROPERTIES

THE FOLLOWING MATERIAL PROPERTIES FOR POLYMER CONCRETE PRODUCTS WERE ESTABLISHED THROUGH INDEPENDENT THIRD PARTY TESTING:

COMPRESSIVE STRENGTH	ASTM C 579	> 12,500 PSI
FLEXURAL STRENGTH (REINFORCED)	ASTM D 790	> 7,500 PSI
FLEXURAL STRENGTH (NON-REINFORCED)	ASTM D 790	> 3,000 PSI
MODULUS OF RUPTURE	ASTM C 99	≥ 3,000 PSI
WATER ABSORPTION	ASTM C 97	≤ 0.25%
IMPACT RESISTANCE	ASTM D 2444	> 70 FT-LB
FRICTION COEFFICIENT	ASTM C 1028	> 0.5
CHEMICAL RESISTANCE	ASTM D 543	RESISTANT, > 75% RETENTION PHYSICAL PROPERTIES

THIS UNIT (BODY & LID) MEETS OR EXCEEDS THE REQUIREMENTS OF ANSI/SCTE 77-2010, TIER-22 PERFORMANCE (DESIGN LOAD: 22,000 LBS / TEST LOAD: 45,000 LBS)

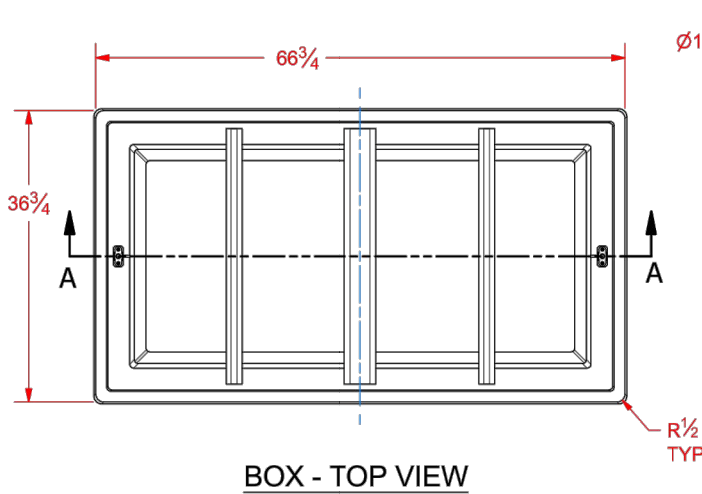
UPDATED: 6/29/2017

CUSTOMER APPROVAL

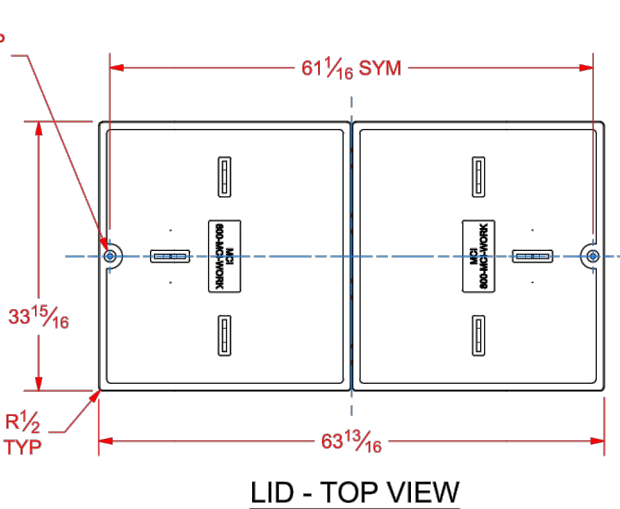
PRODUCT IS APPROVED IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED ON THIS SHEET.

SIGNATURE

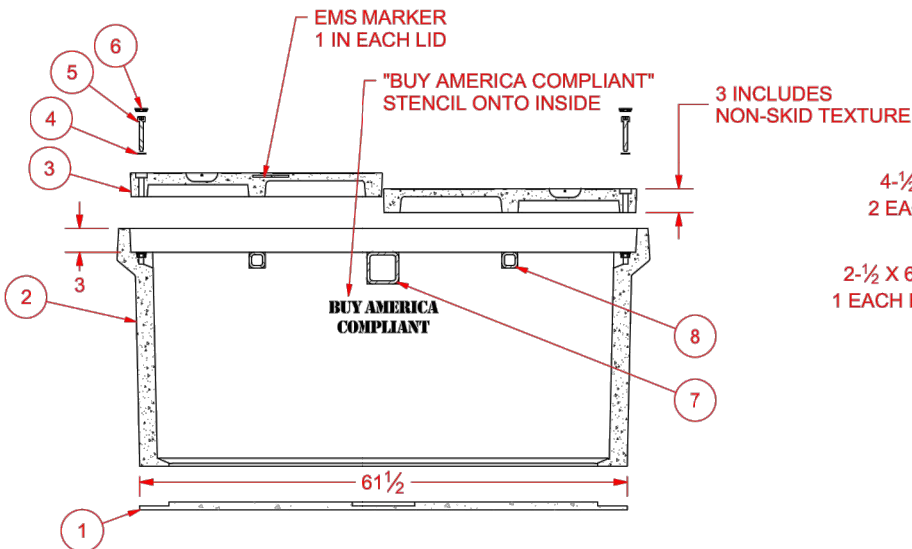
DATE



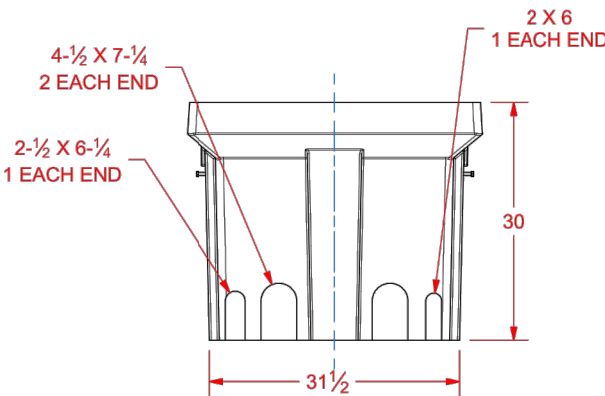
BOX - TOP VIEW



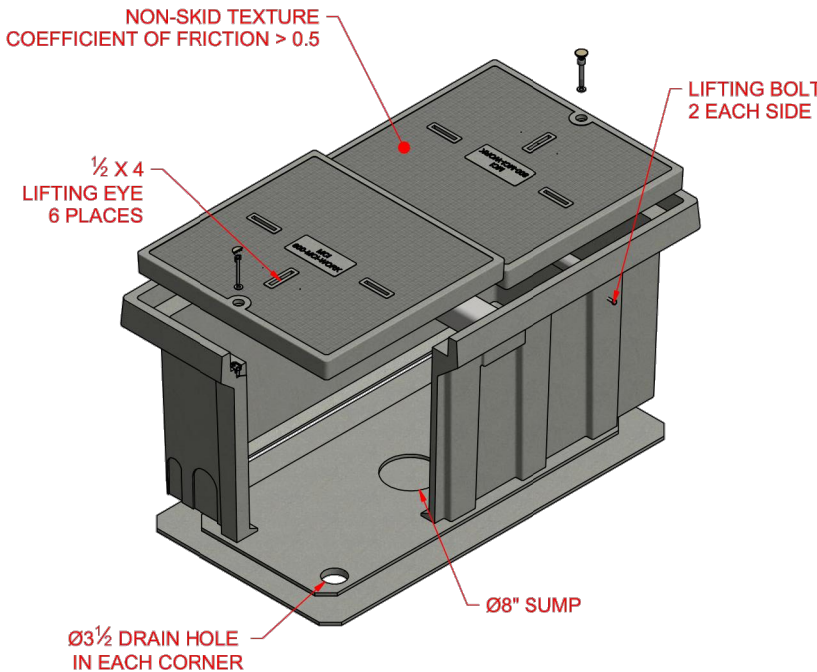
LID - TOP VIEW



SECTION A-A
WITH LID AND HARDWARE SHOWN



END VIEW



ITEM	QTY	SKU	DESCRIPTION
8	2	0700554	SQUARE TUBE 2X2X.313 (CUT TO 32-1/4)
7	1	0700567	SQUARE TUBE 4X4X.375 (CUT TO 32-1/4)
6	2	3011200	Dome Plug for R-Series Lids
5	2	05823400	BOLT, JOHNNY, SS, 1/2-6 ACME X 3-3/4 LONG HEX PIN
4	2	HWH-F11	WASHER, FLAT SST .531 ID x 1.062 OD .095 THICK
3	2	30605015	LID, PC3060 T22 - MCI
2	1	30602030	PC3060-30 BODY
1	1	MN02735	FLOOR, PC3060-30

Parts List

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Oldcastle Enclosure Solutions
801 S PINE ST
MADERA, CA 93637
1-800-486-7070

DRAWN	RNUNES	4/2/2015	TITLE	UNIT, PC3060-30 TIER 22 - MCI 800-MCI-WORK - CONDUIT KNOCKOUTS AND POLYMER FLOOR
CHECKED	MOLLINS	5/3/2015	SIZE	C
QA			DWG NO	30606100
MFG			SCALE	1
APPROVED			REV	
			SHEET	1 OF 1

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES TOLERANCE:

.XXX = ±.005
.XX = ±.010
.X = ±.030

FRACTION = ±1/8
ANGLE = ±1°

CUSTOMER FORMAT DRAWING

TOTAL EST. UNIT WEIGHT: 941 LBS
EST. LID WEIGHT: 131 LBS (EA HALF) | EST. BODY WITH FLOOR WEIGHT: 679 LBS

SEFNCO
COMMUNICATIONS

MasTec

verizon

SITE NAME:
BH CROSSROADS TO
REDMOND_RIDGE_MSC

LOCATION ADDRESS:
16210 NE 90TH ST
REDMOND, WA 98052

MASSTEC ID NUMBER:
1807BDIO.18_UG_RED_90187

MCI METRO

ACCESS TRANSMISSION SERVICES, CORP.

OUTSIDE PLANT CONSTRUCTION

RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP
DRAWN BY: N.T.
DATE: 07/06/2020

REVISIONS

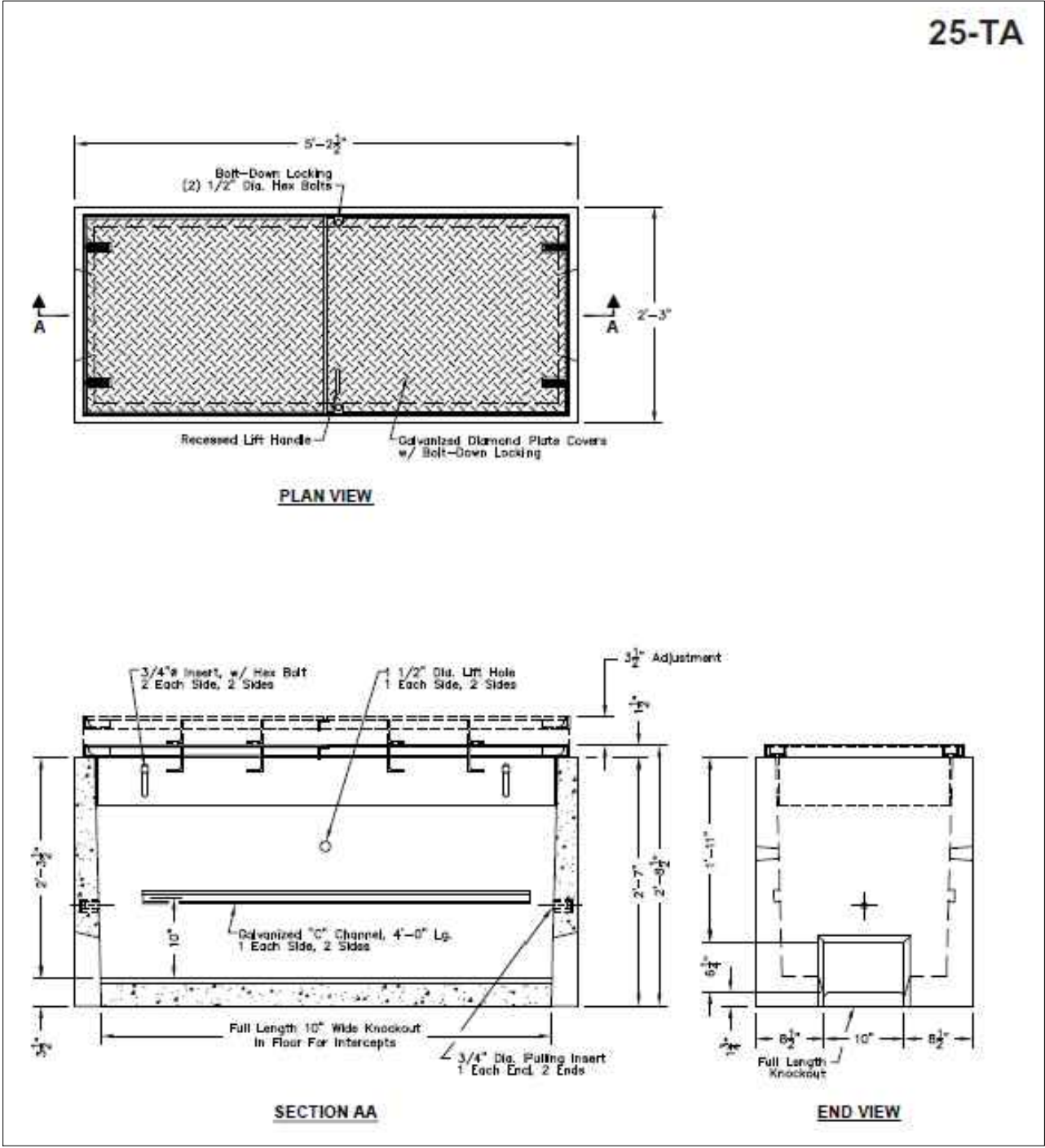
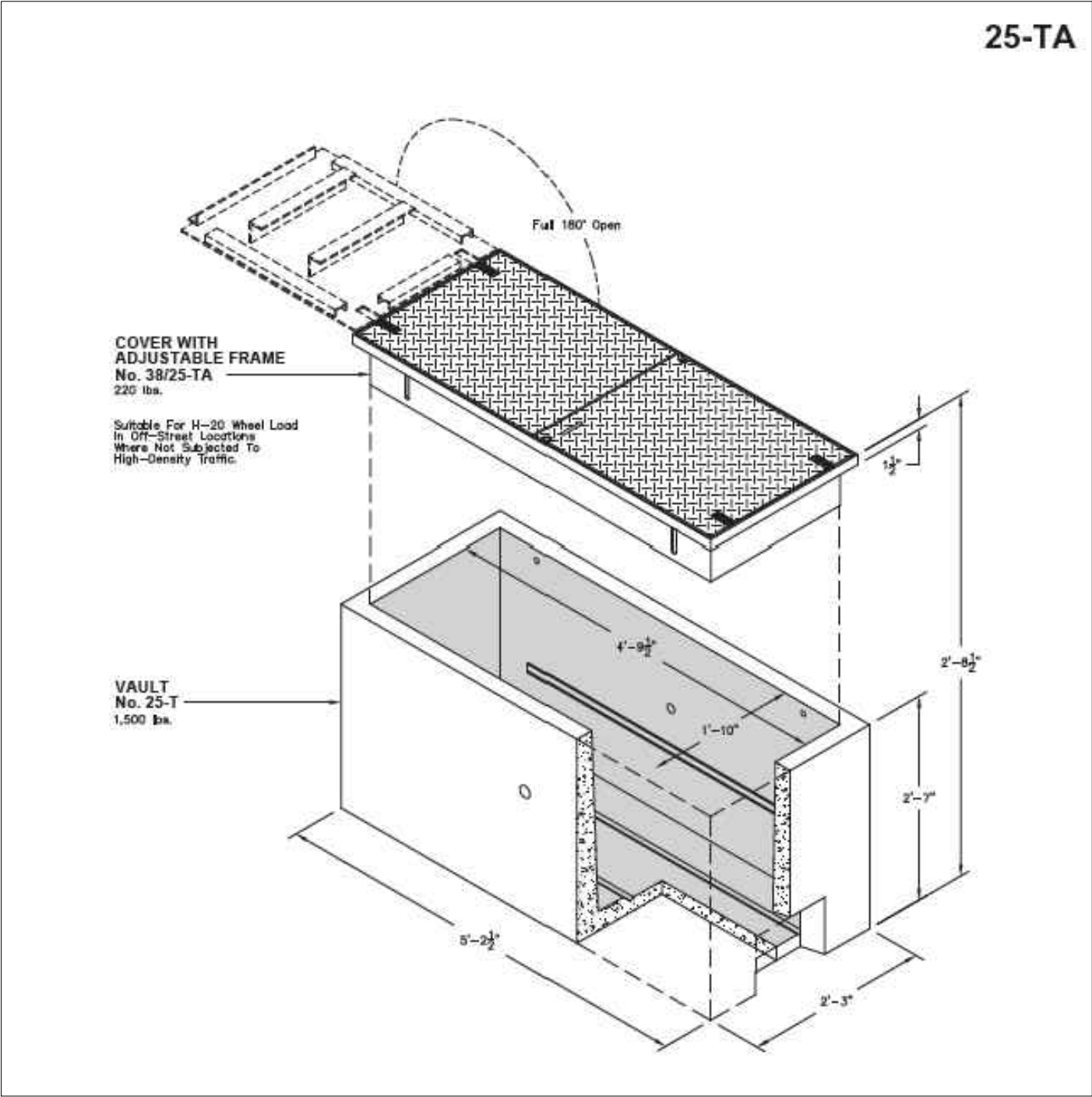
DATE	DESCRIPTION	INITIAL

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SCALE
HORIZ: N/A
VERT: N/A

SHEET 15 OF 17

TA-25 VAULT TYPICAL



SITE NAME:	BH CROSSROADS TO REDMOND_RIDGE_MSC	LOCATION ADDRESS:	16210 NE 90TH ST REDMOND, WA 98052	MASTEC ID NUMBER:	1807BDIO.18_UG_RED_90187
MCI METRO ACCESS TRANSMISSION SERVICES, CORP.		OUTSIDE PLANT CONSTRUCTION			
		RED UNDERGROUND FIBER INSTALLATION			
ENGINEER:		D.V.			

P.E. STAMP		DATE
DRAWN BY:	N.T.	
DATE:	07/06/2020	

REVISIONS		
DATE	DESCRIPTION	INITIAL

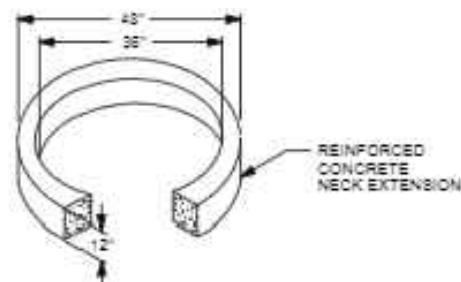
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SCALE	HORZ:	N/A
	VERT:	N/A
SHEET	16	OF 17

4'X4'X4' MANHOLE TYPICAL

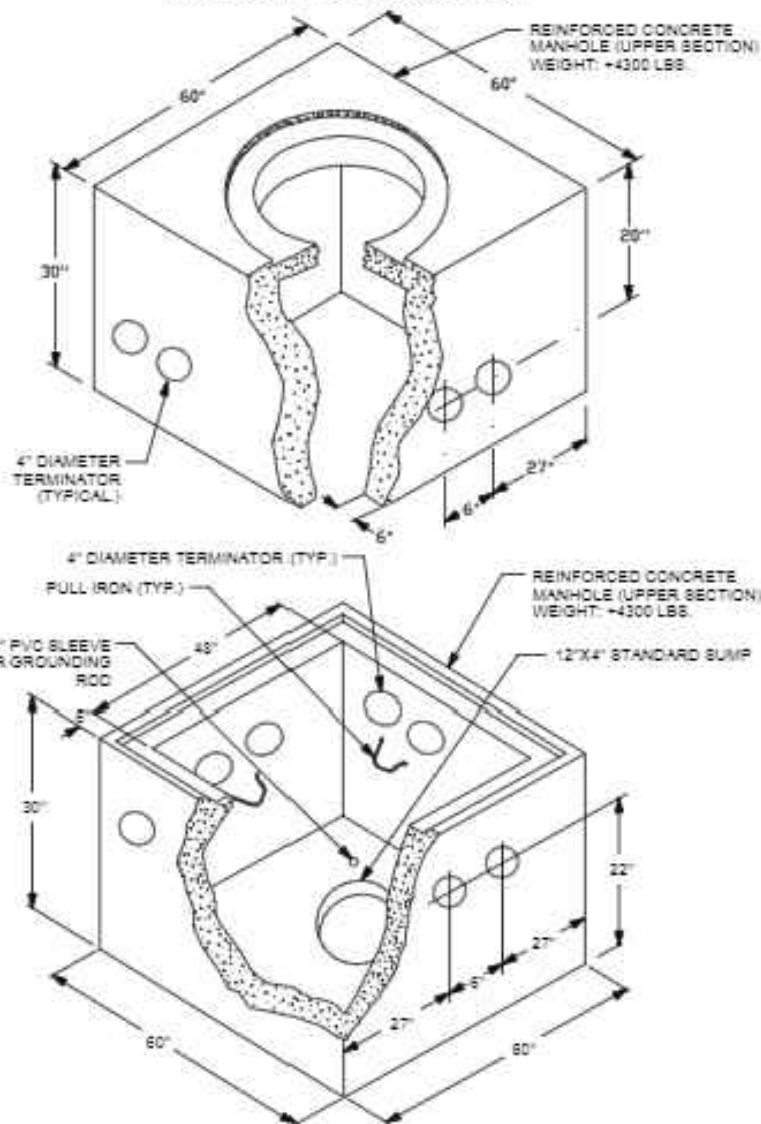
4'x4'x4' OR 4'x4'x2' MANHOLE DETAILS

TYPICAL DETAIL "A"
TYPICAL NECK EXTENSION DETAIL



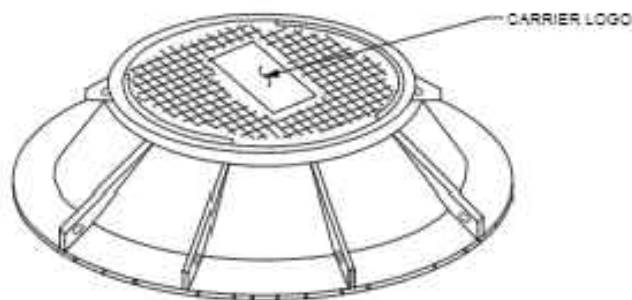
TYPICAL DETAIL "D"

DALWORTH QUICKSET MANHOLE
WALLS: 6in. HEADROOM: 48in.



TYPICAL DETAIL "B"

MANHOLE COVER IRONWORKS #B-30

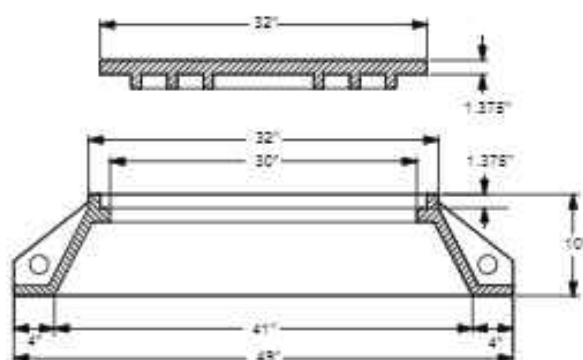


NOTES:

1. EACH COVER TO HAVE (4) PICK SLOTS FOR REMOVING.
2. STAMP CARRIER'S ID IN COVER.
3. ACCESS HOLE: 30"

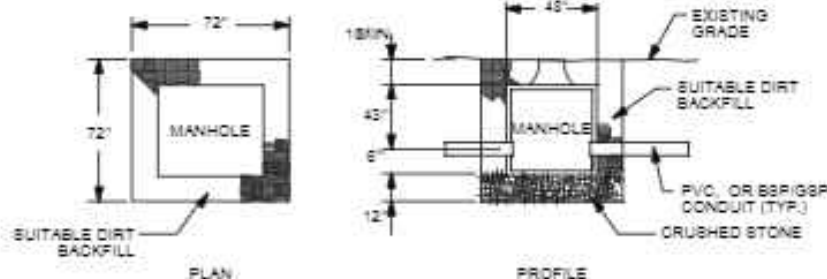
TYPICAL DETAIL "E"

RING AND COVER DETAIL
RING: 390lbs. COVER: 300lbs.



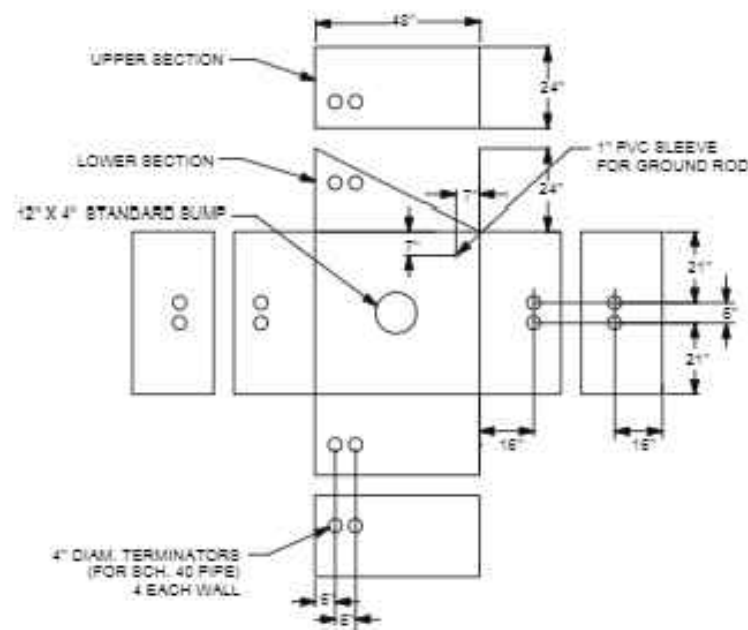
TYPICAL DETAIL "G"

TYPICAL MANHOLE EXCAVATION PIT



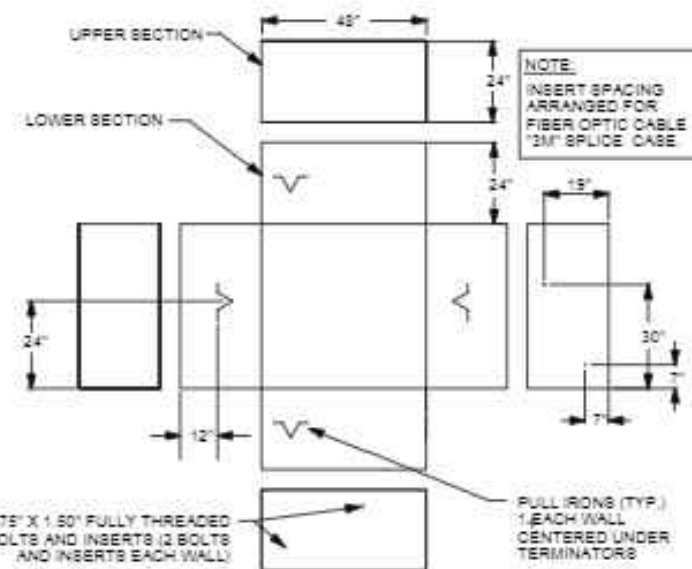
TYPICAL DETAIL "C"

TERMINATORS, SUMP, & GROUND ROD SLEEVE
2 SECTIONS



TYPICAL DETAIL "F"

BOLT INSERTS AND PULL IRONS
2 SECTIONS



NOTES:

1. VOID IN EXCAVATED AREAS TO BE BACKFILLED WITH SELECT MATERIAL.
2. BOTTOM OF EXCAVATED PIT TO BE BACKFILLED WITH 12" OF CRUSHED STONE (3/4" GRADE).
3. SHORING WILL BE REQUIRED.
4. ALL MANHOLES SHALL BE PLACED WITH COVER FLUSH WITH EXISTING GRADE.

SITE NAME:	BH CROSSROADS TO REDMOND RIDGE_MSC
LOCATION ADDRESS:	16210 NE 90TH ST REDMOND, WA 98052
MASTEC ID NUMBER:	1807BDIO.18_UG_RED_90187

MCI METRO
ACCESS TRANSMISSION SERVICES, CORP.
OUTSIDE PLANT CONSTRUCTION
RED UNDERGROUND FIBER INSTALLATION

ENGINEER: D.V.

P.E. STAMP
DRAWN BY: N.T.
DATE: 07/06/2020

DATE	DESCRIPTION	INITIAL

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WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE
HORIZ: N/A
VERT: N/A

SHEET 17 OF 17



Memorandum

Date: 2/7/2023

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

File No. CM 23-024

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

Public Works	Paul Cho	Engineering Manager
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TITLE:

Approval of Resolution amending the Public Works Department Administrative Policy Fees to provide a new fee for use of the right-of-way (ROW) and City property by telecommunications service providers.

OVERVIEW STATEMENT:

In 2018, the City Council approved modifications to both the Redmond Zoning Code and the Redmond Municipal Code to enable deployment of small cell facilities within the City ROW.

Chapter 12.14 of the Redmond Municipal Code states that an applicant for a small cell facility on city-owned property within the public ways must obtain a Facilities Lease that allows the attachment of the small cell facility to City-owned property.

The Facilities Lease is the Master License Agreement, which will be revised to include a new fee for annual rental of City-owned conduit and power cables by 5G small cell telecommunications service providers. This resolution amends the existing "Public Works Department Administrative Policy Fees" document to create this new fee. This will facilitate installation and deployment of small cell facilities on City-owned street light poles within the City ROW.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Comprehensive Plan 2030, telecommunications policies UT-83: Promote a wide range of telecommunications options.
RMC Chapter 12.14 - Telecommunications
- **Required:**

RMC 12.08.060 Permit Fees

A Resolution of the City Council of the City of Redmond, Washington is required to amend the Public Works Department Administrative Policy Fees in order to add fees.

- **Council Request:**

N/A

- **Other Key Facts:**

N/A

OUTCOMES:

Approval would allow the City to charge a rental fee to telecommunications companies for the use of City conduit and power cables to provide power to 5G small cell facilities, which will be installed on City-owned light poles in the ROW.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

Concurrent with Council Process

- **Outreach Methods and Results:**

Telecommunication providers who are in the process of signing or have a signed Master License Agreement with the City to install their 5G small cell facilities on City street light poles were contacted by the City attorney to inform them of the proposed conduit and power lease fee. Three telecommunications providers were contacted, and two companies responded and met with the City attorney. The City attorney informed them that a new addendum and revisions to the Master License Agreement would be required if the telecommunications providers opt to lease City conduit and power cables.

- **Feedback Summary:**

Neither company expressed issues with how the fee was developed and both expressed their interest in seeing the fee being approved by the City of Redmond Council.

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs:

☒ Yes

☐ No

☐ N/A

If yes, explain:

A telecommunications provider has expressed interest in installing 5G small cell facilities on 60-70 City-owned street light poles in the City ROW. When a telecommunications provider decides to lease the City's conduit and power cables to provide power to their 5G equipment, this new fee will generate revenue to recover the cost of operations and

maintenance of City-owned conduit and power cables.

At this time, we do not have information on the quantity of small cell light poles that other telecommunications providers plan to install within the City. Based on the pole information that one provider shared with the City, the anticipated annual revenue generated from this proposed fee is approximately \$50,000-\$60,000. We understand this is a best guess since we do not know if provider will end up installing all 60-70 poles and what other providers are planning.

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	No previous discussion	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/21/2023	Business Meeting	Approve

Time Constraints:

A telecommunications provider, who is in the process of applying for a Master License Agreement with the City, is waiting for this new fee to be approved by Council so they can move forward with finalizing the agreement. The Master License Agreement process is held to timeline requirements by order of the Federal Communications Commission (FCC) and delaying approval of this new fee will risk non-compliance with said order.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the City would not have a means to recover the cost of a private entity leasing City-owned conduit and power cables; and telecommunications providers would need to install their own conduit, power cables and power service connections, further disturbing the ROW and increasing potential for electrical hazard.

ATTACHMENTS:

Attachment A: Resolution

Attachment B: Public Works Department Administrative Policy Fees

ATTACHMENT A

CITY OF REDMOND

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE USER FEE SCHEDULE FOR PUBLIC WORKS TO MODIFY AND ADD A FEE ASSOCIATED WITH USAGE OF THE RIGHTS OF WAY AND CITY PROPERTY BY TELECOMMUNICATIONS SERVICE PROVIDERS

WHEREAS, the City Council adopted Ordinance No. 1480, providing that all administrative fees will be set by Council resolution; and

WHEREAS, the City Council adopted Resolution No. 1509 which established a Public Works Department schedule of fees, charges and penalties for various applications submitted to the City for various services and materials provided by the City; and

WHEREAS, the City Council has also determined that such fees, charges and penalties should reflect the City's costs of providing services, and that department directors should be allowed to raise the fees administratively on an annual basis in an amount not exceeding the CPI in order to recapture the City's costs; and

WHEREAS, the City Council desires to amend the Public Works Department schedule of fees to reflect changes made to Chapter 12.14 RMC regarding telecommunications services within the City's rights of way and to comply with the recent Federal Communications Commission (FCC) adoption of a Declaratory Ruling, Order

and Regulation (FCC Order), which imposes limitations on municipal charges for permits and rental of City-owned infrastructure in the rights-of-way with regard to small cell facilities; and

WHEREAS, the Public Works Director shall annually review the user fees, charges and penalties in order to determine whether the same are adequate to cover the City's costs of providing the services for which the fee, charge or penalty is collected; and

WHEREAS, after review, the Department Director determines that the City's costs are not adequately covered, the Department Director may either:

A. Administratively increase the amount of the user fee, charge or penalty in order to cover the City's cost of providing the service, provided, that the increase shall not exceed the most recently published Consumer Price Index - Wage Earners and Clerical workers for the Seattle-Tacoma area, as published by the U.S. Department of Labor - Bureau of Labor Statistics; or

B. If an increase greater than the CPI is necessary to cover the City's costs, the Department Director shall submit the increase to the City Council for approval.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Adoption of fee Schedule. The annual small cell conduit and power lease fee attached to this resolution as

Exhibit A and incorporated herein by this reference as if set forth in full, is hereby adopted and incorporated into the Public Works Department Administrative Policy Fees.

Section 2. Effective Date. This resolution shall become effective immediately upon passage by the Redmond City Council.

ADOPTED by the Redmond City Council this ____ day of _____, 2023.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

EXHIBIT A

SMALL CELL FEE ON CITY FACILITIES

<u>SL</u> <u>#</u>	<u>DESCRIPTION</u>	<u>FEE/CHARGE</u>
1	ANNUAL SMALL CELL CONDUIT AND POWER LEASE FEE	\$1.77 PER LINEAR FEET

**PUBLIC WORKS DEPARTMENT
ADMINISTRATIVE POLICY FEES
City of Redmond**

<u>Administrative Policy</u>	<u>Fee/Charge</u>
Copies, standard or legal, per page	\$0.15
Copies, standard or legal, per page, when copying is outsourced	Actual Cost Incurred
The City reserves the right to outsource any copying job in excess of 50 pages, or which involves disassembling and reassembling significant numbers of files or documents in order to copy portions of said files or documents. (Resolution No. 1101)	
Miscellaneous maps: (Res. 828, 1990)	
18x24	\$7.99
22x34	\$12.01
24x36	\$12.01
30x30	\$12.01
34x44	\$14.67
(Resolution No. 1101)	
Plans and Specs (price varies - set by engineer for the project)	
Recording Fee	County Fee
Miscellaneous Requests	\$144.32
Segregations (Local Improvement District Assessment) engineering and clerical costs	\$756.55
Six-Year Transportation Improvement Program Packet	\$9.97
Standard Specifications and Details for Public Works Construction	\$58.93 per paper copy
Telecommunications Facility Lease Application	\$4,680.54
Telecommunications Facility Lease Modification	\$2,377.51
Telecommunications Facility (Macro) Review/ Inspection	\$9,467.16
Telecommunications Master Permit Application	\$3,344.21
Extended ROW Use Agreement	\$547.27
Extended ROW Use Agreement - Renewal	\$215.00
Telecommunications Master License Agreement ***	\$621.95
Small cell Site License Addendum (for the first 5 poles) ***	\$1,497.33
Additional Small Cell Site License Addendum (per pole after the first 5 poles) ***	\$955.98
Telecommunications Facility Review (Per hour) ***	\$125.06 per hour
Annual Rent (as per Site license Addendum) ***	\$270 Annually
Annual Small Cell Conduit and Power Lease Fee (Per Linear Feet)	\$1.77 per Linear Feet
Independent Concurrency Study and Supplemental Mitigation Analysis **	\$128.39 per hour

*A 3% technology surcharge will be applied in addition to the listed fee as authorized by Ordinance No. 2090, and extended permanently by Resolution No. 1162 on December 3, 2002. Fees established and adopted under Resolution 1364.

** By Resolution 1306, the Council eliminated the "Traffic Modeling for Concurrency Testing" fee in favor of this new hourly fee, effective September 15, 2009, to compensate the City for staff time expended. Fees established and adopted under Resolution 1364.

*** By Resolution 1517, the Council adopted "Small Cell Permits on City Poles" fees effective April 16th, 2019

**PUBLIC WORKS DEPARTMENT
ADMINISTRATIVE POLICY FEES
City of Redmond**

<u>Right of Way Fees</u>	<u>Fee/Charge</u>	<u>Municipal Code Reference</u>
ROW Permit	\$537.41 *	12.08.060
ROW Franchise Drop Permit	\$188.88 *	
ROW Miscellaneous Permit	\$167.68 *	
Sidewalk Cafe Seating Permit	\$547.27 *	
Sidewalk Cafe Seating Permit Renewal	\$129.76 *	
Small Cell Permit	\$537.11 *	
Bike & Scooter Share Permit - Application***	\$462.82	
Bike & Scooter Share Permit - Evaluation & Operation***	\$4,786.02	
Bike & Scooter Share Permit - City Crew Response (Hourly)	\$147.39	
Permit Extension	\$128.39 *	
Permit Re-instatement (1/2 of Permit Fee)	Varies *	
Additional Review Fee (Hourly)	\$128.39 *	
Inspection Fee (Hourly)	\$128.39 *	

*A 3% technology surcharge will be applied in addition to the listed fee as authorized by Ordinance No. 2090, and extended permanently by Resolution No. 1162 on December 3, 2002. Fees established and adopted under Resolution 1364.

*** By Resolution 1515, Council adopted the "Bike & Scooter Share Permit" fees, effective April 16, 2019.



Memorandum

Date: 2/7/2023

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

File No. CM 23-037

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
--------------	------------	--------------

DEPARTMENT STAFF:

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

TITLE:

Adopt Compost Procurement Ordinance

OVERVIEW STATEMENT:

Adoption of this ordinance by jurisdictions is required by RCW 43.19A.120. This compost procurement ordinance requires all state agencies and local governments to consider whether compost products can be used in public projects, and must use them except when availability, health, quality, safety, or price criteria are not met.

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

REQUESTED ACTION:

☐ **Receive Information**

☐ **Provide Direction**

☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Environmental Sustainability Action Plan
- **Required:**
RCW 43.19A.120
- **Council Request:**
N/A
- **Other Key Facts:**
In March of 2022, the State Legislature passed HB 1799 which required jurisdictions over 25,000 residents to adopt a compost procurement ordinance.

OUTCOMES:

This ordinance requires all departments to track how much compost is purchased for use by the City, and to report this amount to Ecology on even years starting in 2024. Considering the use of compost on all applicable City projects may increase the use of compost by the City. By encouraging the use of compost derived from curbside collected organics, this ordinance supports the local circular economy, and keeps more methane producing organics out of the landfill. This ordinance also requires the City to educate residents on how the City has used compost in its projects.

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:

This ordinance is not expected to significantly impact costs to the City as the City already purchases compost in some projects where applicable.

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

Budget Offer Number:

N/A

Budget Priority:

N/A

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

If yes, explain:

This will require annual tracking of compost purchases by the City with reporting to the Department of Ecology on even numbered years which could have a minor impact on staff time as tracking systems are developed.

Funding source(s):

N/A

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
2/27/2023	Business Meeting	Approve

Time Constraints:

The legislation passed in March 2022 required adoption of this ordinance by January 1, 2023. Ecology has stated that they will not be enforcing on jurisdictions that are making a good faith effort to adopt.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, we will be in violation of the RCW.

ATTACHMENTS:

Attachment A: Compost Procurement Ordinance

CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON ADDING A NEW SECTION xxx COMPOST
PURCHASING TO CHAPTER xxx OF THE REDMOND
MUNICIPAL CODE FOR THE ADOPTION OF A COMPOST
PROCUREMENT ORDINANCE

WHEREAS, in 2020, with the adoption of RCW 43.19A.120, the Washington State Legislature found that compost benefits Washington residents by diverting tons of organic waste from landfills, reducing solid waste costs, replacing synthetic chemical fertilizer, and lowering carbon emissions and, therefore, state and local governments should lead by example by purchasing and using local compost; and

WHEREAS, RCW 43.19A.120 requires all state agencies and local governments to consider whether compost products can be used when planning or soliciting and reviewing bids for public projects and to use compost products in a project except when availability, health, quality, safety, or price-competitive criteria are not met; and

WHEREAS, with the passage of Engrossed Second Substitute House Bill (E2SHB) 1799 by the Washington State Legislature in 2022, now codified at RCW 43.19A.150, the City of Redmond is now required to adopt a "Compost Procurement Ordinance", so as to implement RCW 43.19A.120; and

WHEREAS, procurement of compost for government-funded public projects assists the city in implementing the goals set for in the Environmental Sustainability Action Plan, including Action M1.1, Regional Composting and Action M3.4, Green purchasing/procurement, support of end use markets for recycled materials.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2. Amendment to RMC Chapter xxx Purchasing. A new section, RMC xxx Environmental Purchasing is added to RMC Chapter xxx.

A. For the purpose of this section "compost products" means mulch, soil amendments, ground cover, or other landscaping material derived from the biological or mechanical conversion of biosolids or cellulosic-containing waste materials.

B. The city shall plan for the use of compost for government-funded public projects in the following categories:

1. Landscaping projects;
2. Construction and postconstruction soil amendments;

3. Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and

4. Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both.

C. The city shall determine whether it is feasible in performance of the work, to use compost in a public project. If compost can be utilized, the city shall require a department and/or each contractor with whom it contracts to use compost products. Exceptions to the use of compost are as follows:

1. Compost products are not available within a reasonable amount of time;

2. Available compost products do not meet existing standards for health, quality, and safety;

3. Prices are not reasonable or competitive.

4. Available compost products do not comply with existing purchasing standards.

D. The city shall give priority to purchasing compost products from companies that produce compost locally, are certified by a nationally recognized organization, and produce compost products that are derived from municipal solid waste compost programs, and meet the quality standards

comparable to standards adopted by the Washington State Department of Transportation or the Washington State Department of Ecology.

E. Beginning December 31st, 2024, and each December 31 of even-numbered years thereafter, the city shall submit a report to the Washington Department of Ecology covering the reporting periods compost procurement activities. At the minimum, the report shall contain the following:

1. The total tons of organic material diverted per year;

2. The volume and cost of compost purchased by the city per year; and

3. The source(s) of the compost purchased.

F. The Public Works Director or designee is directed to develop strategies to inform residents and businesses about the value of compost and how the city uses compost in its operations.

Section 3. Corrections by City Clerk or Code Reviser.

Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes,

rules, or regulations; or ordinance numbering and section/subsection numbering and references.

Section 4. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any person or situation.

Section 5. Publication and Effective Date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this _____ day of
_____, 2023.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JAMES HANEY, CITY ATTORNEY

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



Memorandum

Date: 2/7/2023

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

File No. CM 23-040

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
------------------------------------	---------------	--------------

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Vangie Garcia, P.E.	Transportation Planning and Engineering Manager
Planning and Community Development	Josh Mueller	Senior Engineering Technician

TITLE:

Introduction to the Local Road Safety Plan and Update on the Action Plan Grant application through the Safe Streets and Roads for All (SS4A) federal discretionary program.

OVERVIEW STATEMENT:

Last September 2022, staff submitted a transportation grant application for an Action Plan Grant through the new Safe Streets and Roads for All (SS4A) federal discretionary program, the Bipartisan Infrastructure Law's grant program that provides dedicated funding to support regional, local, and Tribal plans, projects, and strategies that will prevent roadway deaths and serious injuries.

The SS4A program supports Secretary of Transportation Pete Buttigieg's National Roadway Safety Strategy and the Department's goal of zero deaths and serious injuries on our nation's roadways. Through the application process, the City was requested by USDOT to combine its application with the Puget Sound Regional Council (PSRC), Pierce County, and the cities of Burien, Everett, Kent, and Tukwila. PSRC will coordinate the work and serve as the lead applicant developing a Regional Safety Plan while each jurisdiction will develop detailed localized Safety Action Plans. As one consolidated application, The Safety Action Plan for the Central Puget Sound Region, was just announced as being selected for award for the Notice of Funding Opportunity (NOFO) FY22 Safe Streets and Roads for All Action Plan.

The City of Redmond showed its commitment to the safety of vulnerable active mode users and dedicated to the adoption of the Vision Zero resolution in 2022. Along with the state adoption of Target Zero, a goal to reduce traffic fatalities and serious injuries on Washington's roadways to zero by the year 2030, cities must submit a local road safety plan that addresses fatal and serious injury crashes and systemic safety needs in the city to be eligible to apply for Washington State Department of Transportation city safety grants. A local road safety plan (LRSP) is a data-driven analysis and prioritization of an agency's roadways for traffic safety.

As part of the Transportation Master Plan work, staff had already started the development of a basic Local Road Safety Plan and Action Plan and guide making demonstratable progress toward Vision Zero, which also consists of prioritization of risk factors, safety risk countermeasure projects, and actions. This introduction will cover the first step in the LRSP

process which is to look at the last five years of crash data to identify contributing factors, common circumstances and/or locations and transportation system characteristics that contribute strongly to all crashes in Redmond, especially those with severe outcomes.

Transpo, the City's consultant, looked at summary data of crashes and identified potential risk factors. To proactively address risk factors, several potential countermeasures, or categories of countermeasures will be recommended. The selection of countermeasures results in a development of specific projects that will be part of the Safety Action Plan.

The City's Safety and Action Plan work with Transpo includes developing a new tool to prioritize projects using a safety "level of service". In building upon the prioritization method used by the Traffic Operations and Safety Engineering (TOSE) Division in Public Works, the data-based findings of the Safety and Action Plan will help develop a Safety Level of Service (LOS).

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
None

OUTCOMES:

The groundwork in developing the Local Road Safety Plan is required for the Existing Conditions section of the Transportation Master Plan Update. Developing a citywide Roadway Safety Action Plan allows the City to apply for state safety-related grants as well as prepares us to apply for a future grant opportunity for a SS4A Implementation grant for projects identified in the City's Action Plan.

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:
N/A

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

Budget Offer Number:
000343

Budget Priority:
Vibrant and Connected

Other budget impacts or additional costs: ☐ Yes ☐ No ☐ N/A
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
Click and select a date, or click and press delete if none.	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/28/2023	Study Session	Receive Information

Time Constraints:

The next round of WSDOT City Safety Grants is likely early 2024. A Local Road Safety Plan would need to be adopted

before then.

ANTICIPATED RESULT IF NOT APPROVED:

The City does not currently have a local road safety plan and would not be able to apply for state city safety grant funding without one.

ATTACHMENTS:

None