

City of Redmond



Agenda

Business Meeting

Tuesday, March 18, 2025

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Vanessa Kritzer, President

Jessica Forsythe, Vice President

Jeralee Anderson

Steve Fields

Angie Nuevacamina

Osman Salahuddin

Melissa Stuart

REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE

Items From The Audience provides an opportunity for community members to address the Council regarding any issue. Speakers must sign their intention to speak on a sheet located at the entrance of the Council Chamber, and limit comments to **three minutes**.

The **Consent Agenda** consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.

Public Hearings are held to receive public comment on important issues and/or issues requiring a public hearing by state statute. Community members wishing to comment will follow the same procedure as for 'Items from the Audience', and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with its deliberation and decision making.

Staff Reports are presented to the Council by city staff on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting community members in resolving issues with city services. The current ombudsperson is listed on the City Council webpage at www.redmond.gov/189/city-council.

The **Council Committees** are created to advise the Council as a whole. They consider, review, and make recommendations to the Council on policy matters in their work programs, as well as issues referred to them by the Council.

Unfinished Business consists of business or subjects returning to the Council for additional discussion or resolution.

New Business consists of subjects which have not previously been considered by Council and which may require discussion and action.

Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

Resolutions are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

Quasi-Judicial proceedings are either closed record hearings (each side receiving ten minutes maximum to speak) or public hearings (each speaker allotted three minutes each to speak). Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

Executive Sessions - all regular and special meetings of the City Council are open to the public except for executive sessions at which subjects such as national security, property acquisition, contract bid negotiations, personnel issues and litigation are discussed.

Redmond City Council Agendas, Meeting Videos, and Minutes are available on the City's Web Site:

<https://redmond.legistar.com/>

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:

Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.

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

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

- A. PRESENTATION: OneRedmond Annual Report

[Attachment A: Presentation](#)

II. ITEMS FROM THE AUDIENCE

Members of the public may address the City Council for a maximum of three minutes per person. Please use the speaker sign-up sheet located at the entry of the City Hall Council Chambers available from 6:30 - 7 p.m. on the day of the meeting.

In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting to provide written public comment (400-word limit - please label your comment as "Items from the Audience") or for the remote comment registration form.

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: March 3, 2025, Special Meeting, and March 4, 2025, Regular Meeting, (recordings are available at Redmond.gov/rctv)

[Special Meeting Minutes for March 3, 2025](#)

[Regular Meeting Minutes for March 4, 2025](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, March 10, 2025](#)

[Check Approval Register, March 18, 2025](#)

- 3. [AM No. 25-031](#) Approval of OneRedmond Contracts for Economic Development and Business Relations Services in the Amount of \$300,000 for 2025 and 2026

Department: Planning and Community Development

- [Attachment A: 2025-2026 OneRedmond Contract](#)
- [Attachment B: OneRedmond Foundation dba One Eastside Contract](#)
- [Attachment C: 2023 OneRedmond Annual Report](#)
- [Attachment D: 2024 OneRedmond Annual Report](#)

Legislative History

3/4/25 Committee of the Whole - referred to the City Council
Planning and Public Works

- 4. [AM No. 25-032](#) Approval of a Consultant Agreement with KPFF for Engineering Services for the 156th Ave Shared Use Path Project, in an Amount Not to Exceed \$900,000

Department: Planning and Community Development

- [Attachment A: Project Information Sheet](#)
- [Attachment B: KPFF Consultant Agreement](#)

Legislative History

3/4/25 Committee of the Whole - referred to the City Council
Planning and Public Works

- 5. [AM No. 25-033](#) Acceptance of Grant funding for the 154th Ave Pavement Management (Redmond Way to NE 85th Street) Project, in the Amount of \$1,445,000

Department: Planning and Community Development/Public Works

- [Attachment A: Project Information Sheet](#)
- [Attachment B: Grant Award Letter](#)

Legislative History

3/4/25 Committee of the Whole - referred to the City Council
Planning and Public Works

- 6. [AM No. 25-034](#) Acceptance of the High School Creek Watershed Stormwater Retrofit Planning Grant, in the Amount of \$338,603, from the Washington Department of Ecology
Department: Public Works

[Attachment A: Grant Agreement](#)

Legislative History

3/4/25 Committee of the Whole - referred to the City Council
Planning and Public Works

- 7. [AM No. 25-035](#) Approval of a Consultant Agreement with Osborn Consulting, in the Amount of \$397,169, for High School Creek Watershed Stormwater Retrofit Plan
Department: Public Works

[Attachment A: Consultant Agreement](#)

Legislative History

3/4/25 Committee of the Whole - referred to the City Council
Planning and Public Works

- 8. [AM No. 25-036](#) Approval of Supplemental Agreement to Contract with Perteet, in the Amount of \$111,110, for the NE 70th Shared Use Path Project
Department: Public Works

[Attachment A: CIP Project Information Sheet](#)

[Attachment B: Project and Consultant Agreement History](#)

[Attachment C: Supplemental Agreement Number 5](#)

Legislative History

3/4/25 Committee of the Whole - referred to the City Council
Planning and Public Works

- 9. [AM No. 25-037](#) Approval of a Federal Lobbyist Contract with Holland & Knight in the Amount of \$120,000
Department: Executive

[Attachment A: Scope of Work](#)

[Attachment B: Contract](#)

Legislative History

3/11/25 Committee of the Whole - referred to the City Council
Finance, Administration,
and Communications

- 10. [AM No. 25-038](#) Adoption of a Resolution for the Transportation Benefit District Material Change Policy

a. Resolution No. 1600: A Resolution of the City Council of the City of Redmond, Washington, Adopting a Transportation Benefit District Material Change Policy

Department: Public Works

[Attachment A: Resolution](#)

Legislative History

3/11/25 City Council referred to the City Council

- 11. [AM No. 25-039](#) Approval of the 2025-26 Budget and Work Program for A Regional Coalition for Housing (ARCH), and, Adoption of a Resolution Approving the Allocation of \$1,056,800 to A Regional Coalition for Housing (ARCH) for the Development of Affordable Housing

a. Resolution No. 1601: A Resolution of the City Council of the City of Redmond, Washington, Authorizing the Duly-Appointed Administering Agency for A Regional Coalition for Housing (ARCH) to Execute all Documents Necessary to Enter into Agreements for the Funding of Affordable Housing Projects, as Recommended by the ARCH Executive Board, Utilizing Funds from the City’s Housing Trust Fund

Department: Planning and Community Development

[Attachment A: 2025-2026 ARCH Budget and Work Program - Memo to Council](#)

[Attachment B: Redmond HTF Resolution 2025](#)

[Attachment B - Exhibit A: Member City Council Trust Fund Recommendation Memo 2024](#)

Legislative History

3/4/25 Committee of the Whole - Planning and Public Works referred to the City Council

- 12. [AM No. 25-040](#) Approval of the Redmond 2050: Transportation Facilities Plan Correction

- a. Ordinance No. 3209: An Ordinance of the City of Redmond, Washington, Repealing and Re-Adopting the 2024-2050 Transportation Facilities Plan in Order to Correct Inadvertent Omissions, Providing for Severability, and Establishing an Effective Date

Department: Planning and Community Development

[Attachment A: Ordinance](#)
[Attachment A - Exhibit 1: 2024-2050 Transportation Facilities Plan](#)

Legislative History

3/4/25	Committee of the Whole - Planning and Public Works	referred to the City Council
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B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. Staff Reports

- a. [AM No. 25-041](#) Teen Services Transition

Department: Parks and Recreation

[Attachment A: Presentation](#)

2. Ombudsperson Report

February: Councilmember Forsythe

March: Councilmember Kritzer

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

- A. Consideration of an Appeal Regarding Exclusion from Attendance at Council Meetings

[Attachment A: Appeal](#)

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT

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



Memorandum

Date: 3/18/2025
Meeting of: City Council
Day

File No. SPC 25-022
Type: Special Orders of the

TO: Members of the City Council

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager

TITLE:

PRESENTATION: OneRedmond Annual Report

OVERVIEW STATEMENT:

Under Special Orders of the Day, the CEO of OneRedmond, Kristina Hudson, will provide a recap of work completed in the last contract period. OneRedmond annual report presentation will summarize their contracted work executed in 2023 and 2024 regarding small business support, business retention and expansion, workforce, and new business recruitment.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan Economic Vitality Chapter
Economic Development Strategic Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
The City of Redmond has partnered with OneRedmond since 2013 to provide business relations including small business support, business retention and expansion and business attraction.

OUTCOMES:

The City of Redmond works in partnership with OneRedmond to provide many essential economic development activities to support small businesses, conduct business retention and expansion work, maintain a competitive business environment, support jobs and employment needs, as well as attract new business investment and talent. Specific measures of success and outcomes will be provided in the annual report presentation.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
OneRedmond actively outreached and engaged with businesses across sizes, industries, and geographic locations throughout 2023 and 2024.
- **Outreach Methods and Results:**
OneRedmond conducts business visits, 1x1 business meetings, workshops, and webinars.
- **Feedback Summary:**
Staff and OneRedmond work together to complete frequent outreach efforts in various forms to ensure we best understand the evolving conditions of the economy and the current challenges being faced by Redmond businesses. Displacement due to development, need for affordable commercial locations, lack of commercial space, attracting and retaining staff, accessing financing, and inflation, are common concerns with Redmond businesses.

BUDGET IMPACT:

Total Cost:

The City of Redmond has \$300,000 budgeted for OneRedmond business relation and economic development support for the 2025/2026 biennium.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

000250 - Community and Economic Development

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

General Fund

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
N/A	None proposed at this time	N/A

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Staff is not seeking approval. This is an information only presentation.

ATTACHMENTS:

none



One**Redmond**

OneRedmond 2024 Contract Review

About OneRedmond



OneRedmond

Leaders dedicated to economic vitality in Redmond.

Collaboration from business, education, government, and community sectors.

Focus on well-paying family-wage jobs, diversity and inclusivity, and affordable housing.

Unique combination of Economic Development Enterprise, Chamber of Commerce, and Community Foundation.

The only public/private economic development partnership in East King County.



Angela Rozmyn
Natural & Built Environments



Mary Morrow
Nelson Legacy Group



Tom Markl
Nelson Legacy Group
Secretary, Head of GA Committee



Angela Birney
Mayor of Redmond
Member at Large



Vanessa Kritzer
City Council President
City of Redmond Councilmember



Michael Mattmiller
Microsoft
Past President



Stephanie Lizza
EvergreenHealth



Ryan Baumgartner
SCS
Treasurer



Steve Yoon
Mill Creek Properties
President



Barb Wilson
Microsoft



Keri Pravitz
Amazon



Matt Larson
Puget Sound energy



Victor Mesa
UniSea



Katie Kendall
McCullough Hill



Lauren Paolini
AT&T



Corey Gil
Dupar & Co.

Board of Directors



Kristina Hudson
Chief Executive Officer



Margo Shiroyama
Director of Special Projects



Justine Mulholland
Director of Special Projects



Shawn Palmer
ASBC, MSML
Certified Small Business Advisor



Audrey Fan
Director of Tourism Strategy



Sara Meats
Marketing Program Manager



Julie Boselly
Accounting



Melody Lanthorn
Tourism & Hospitality Consultant

Our Team

Business Retention, Expansion & Recruitment

274 Redmond Business Visits and Support

110 Small Business Advising Clients



Business Visits and Communication

Business Visits (164)

- OneRedmond staff visited businesses and nonprofits
- Conducted business walks and direct communication inquiries

Support for Retention and Expansion (92)

- Assisted with real estate property availability reports
- Addressed workforce needs
- Marketing Support
- Permitting Support
- Promoted export opportunities through Export Accelerator Program





Businesses Retention and Expansion

Types of Businesses in Overlake and Downtown

- Food and Beverage establishments with diverse cuisines
- Personal Service establishments
- Retail establishments
- Others including Financial Services, Grocery Store, hotels, medical/dental businesses, and apartment complexes

Top Concerns

- Displacement due to redevelopment
- Limited affordable relocation options
- Crime
- Affordable housing
- Cost of doing business

Impactful Cluster Meetings



Tour of Kymeta during Redmond
Seattle Space Week event in June 2024.

Hosted Monthly Industry Cluster Meetings

- Space Industry
- Lodging and Hospitality

Local Business Education Sessions

- AI, social media strategies, homelessness, legislature updates, transportation

Affordable Housing

- Meeting with Plymouth Housing

Commercial Real Estate Brokers

- Coordinated sector-specific meetings



Displacement & Affordable Commercial Space

Collaboration with Planning Department

- Addressed business displacement issues monthly

Participated in City-led Grow America (fka NDC) Meeting

- Discussed commercial affordability

Coordinated Interviews with Real Estate Brokers

- Learn of challenges of locating high-quality retail in Redmond



Small Business Advising

OneRedmond's East King County Small Business Development Center (110 Small Businesses)

- Advisor counseled aspiring entrepreneurs and small business owners
- Provided tailored advising opportunities

Hub of the Local Small Business Ecosystem

- Enhanced knowledge base for entrepreneurs and small business owners

Top Categories and Counseling Activities

Types of Businesses – Top 3

- Professional/Technical Services
- Accommodation and Food Services
- Arts and Entertainment

Top Areas of Counseling Activity

- Start Up Assistance
- Business Plans
- Managing a Business
- Marketing and Sales
- Financing/Capital
- Buying/Selling a Business



Redmond Workshop Series



REDMOND
Small Business
Workshops Series

Upcoming Sessions:

- Business Basics
- Summarized Business Plan
- Marketing & Pricing Strategies
- Finances

REGISTER NOW

MONDAYS & THURSDAYS
NOV 14 - 25 | 6:00-8:15 PM

Redmond City Hall

RedmondBizWS24.eventbrite.com

Logos: Redmond Washington, Saturday Market, Downtown Park, Old Town, Redmond Town Center, OneEastside SPARK, OneRedmond

Image of a smiling man and woman in aprons.

Workshop Series Overview

- Modularized small business curriculum in 4 workshops
- Delivered in a peer learning format

Workshop Topics

- Startup Basics
- Small Business Financing
- Pricing Strategies
- Customer Segmentation and Marketing
- Using KPI to Drive Profit
- Small business case studies



BELLWETHER
H O U S I N G

Multicultural Small Business Support Hub Project



REDMOND OVERLAKE VILLAGE

Community-Based Partnerships

- Collaborating with partners to support small businesses through the creation of a regional shared multicultural hub

A Physical Space with Resources

- Technical assistance and training
- Resources for business launch, sustainment, and growth
- Shared-used commercial kitchen with Food Business Resource Center

Provide True Economic Mobility

- Support for minority and underserved business-owners
- Addressing systemic challenges through partnerships
- Developing innovative, collaborative solutions

Business Attraction & Recruitment



Focus on attracting businesses to the Redmond area.

2/3 of the Leads Direct from OneRedmond.

Attend Monthly Greater Seattle Partner (GSP) calls

Collaborated with GSP and City of Redmond for outreach.

Support Provided

Support provided to 18 inquires includes:

- Real estate availability searches based on client needs
- Contacting commercial real estate agents to set up property tours
- Joining on property tours when applicable
- Providing a list of brokers specializing in the client's property type

Connecting clients with City of Redmond staff

- Assisting with zoning and permitting questions
- Working towards solutions to challenges

Answering additional questions and connecting clients to other support organizations

Support Businesses Workforce Needs

Collaboration with local
businesses and educational
institutions

Supporting job seekers



Marketing & Promotion of Local Businesses

Supported 138 small businesses in Redmond.

Enhancing visibility for local non-profits within the community.

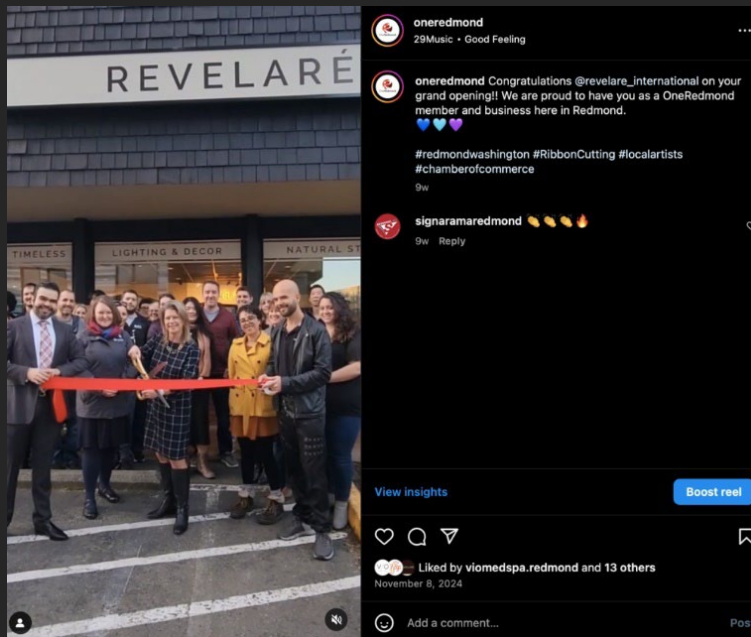
Utilizing social media platforms for broader outreach.

Creating community events to showcase local businesses.

Building partnerships with multicultural organizations for diverse representation.



Highlight Our Community



Highlighted Local Businesses and Non-Profit Organizations

- 88 small and diverse businesses on social media platforms
- 50+ local businesses and non-profit organizations at events and activities.
- Developed blog posts and content for the new Innovation Triangle website and LinkedIn

Other Community Support

Non-City Contracted Activities and
Events

Funded by OneRedmond Investor
Members

Staffed by OneRedmond



Community Events

Hosted Community Events

- Eastside Economic Outlook
- State of the City
- Redmond Wine Walk
- Rumble in Redmond: Robot Combat

Events Impact

- Over 1,500 attendees
- More than 3.74M digital impressions



Uniquely Entrepreneurial Event

Event Topic: Space & the Pacific Northwest

- Held during Space Week in June 2024
- Location: Redmond Senior and Community Center

Attendance and Impact

- Over 200 attendees
- Showcased the city and the Redmond Space District



Out-of-this-World Legislative Field Trip

Coordinated and Co-hosted Tours

- Fully guided tours and briefings of the regional space industry
- Highlighted businesses in the Redmond Space District

Full-Day Excursion

- 26 participants including 6 Washington State legislators
- 3 Federal Staffers and 6 Educational Representatives
- 11 partners

Company Visits

- Visited 5 companies in Redmond, Kent, and Tukwila
- Included Redmond's Kymeta and Xplore





Startup425 Support

Collaboration with Startup425

- Two forums hosted in Redmond
- Amplified promotion of events

Investor Event

- Held in January 2024

Space-Tech Event

- Held in October 2024

SPARK Made Local Series

May - June 2024



**Empowering
Washington's Makers and
Creative Entrepreneurs**

Program Details

- Funded by Washington State Microenterprise Association (WSMA)
- Held from May-June 2024
- Focused on supporting makers and creative entrepreneurs

Webinars and Participation

- Hosted 4 webinars
- Assisted 238 businesses

Demographics of Participants

- 86% women-owned businesses
- 19% LGBTQ+ persons
- 9% entrepreneurs with disabilities

Partners Involved

- Making Local, Global Social Business Partners, and Muslim Community Network Association.



Redmond Small Business Grant Disbursement

Grant Program Overview

- Redmond Small Business Resiliency Grant Program
- Funds disbursed in January 2024

Number of Awardees

- Total of 100 small businesses

Grant Amount

- Each business awarded \$5,000

Diversity of Awardees

- 38 minority-owned businesses
- 18 immigrant-owned businesses
- 60 women-owned businesses

— REDMOND —
SMALL BUSINESS RESILIENCY
— GRANT PROGRAM —

Redmond Eastside Made Pop-Up Market

Vendor Participation

- 21 home-based vendors/artisans recruited
- Hosted with Move Redmond's Overlake Streets Festival

Vendor Demographics

- 95% women, minority, or WMBE
- 38% immigrant-owned
- Two youth-driven enterprises
- 62% from Redmond

Market Impact

- Over 500 attendees
- Social media reach over 19,500
- 825 post engagements



Founder's Institute Small Business Series Support

Assisted in the development of 7 Modules

- Modified core curriculum for small businesses and non-venture scale startups

Program Elements

- Recruiting speakers and mentors
- Sessions: Business planning, Legal & business structures, Small business pitch practice, Business plan review, Small business financing options, Mentor idea review, Mentor progress review

Funding Opportunities

- Connecting small businesses to appropriate funding

Marketing and Outreach

- Utilizing organizational tools for marketing and graphic design support

2 Line Light Rail Grand Opening

Grand Opening Event

- Centro Cultural Mexicano and Microsoft
- Redmond Technology Station

Partnerships

- Collaborated with multi-cultural organizations
- Community performances
- Nintendo and Xbox

Attendance

- Event drew over 11,000 people



Marymoor Village Development Meetings

Marymoor Village Development Meetings

- Offered feedback to developers and City

Coordination with Affordable Housing Developers

- Organized introductory meetings

Participation in Day Care Meetings

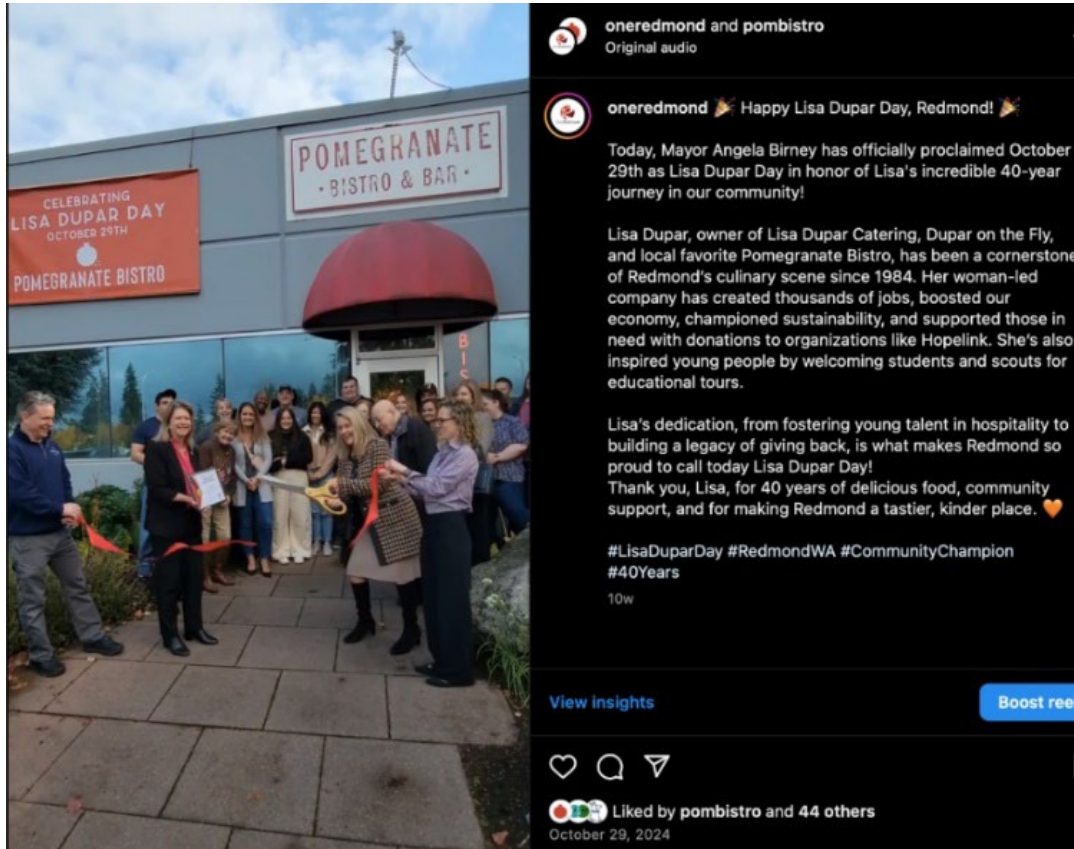
- Engaged with expert agencies

Participated in Thriving Communities Workshops

- Invited by City of Redmond

Provided Multi-Family Real Estate Reports

- Median gross rent for specific districts



Total 2024 Metrics

OneRedmond
&
OneEastside
Foundation

1,358
Businesses
Assisted

46 BRE and
Recruitment
Projects

42 Events
Produced

91 Hours of
Small Business
Education

27 Startup
Programs

1,613 Jobs
Supported

\$232.5M
Capital
Infusion

3.175M Digital
Traffic

16,300
Attendees

Contact



OneRedmond

Kristina Hudson

Chief Executive Officer

KristinaH@OneRedmond.org

Justine Mulholland

Director of Business Expansion

JustineM@OneRedmond.org

425.885.4014

8383 158th Avenue NE, Suite 225

Redmond, WA

www.OneRedmond.org



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. SPC 25-023
Type: Minutes

Approval of the Minutes: March 3, 2025, Special Meeting, and March 4, 2025, Regular Meeting, (recordings are available at Redmond.gov/rctv)

CALL TO ORDER

A Special Meeting of the Redmond City Council was held on March 3, 2025, at 5:30 p.m. The meeting was held at 16250 NE 74th St, Redmond, WA 98052.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Councilmembers present and establishing a quorum were: Forsythe, Kritzer, Nuevacamina, and Stuart. Mayor Birney was also in attendance.

MEETING WITH THE LAKE WASHINGTON SCHOOL DISTRICT BOARD OF DIRECTORS

Members of the Council met with the Lake Washington School District Board of directors. Discussion ensued regarding: School District update; Community Resource Officer; Old Redmond School House; City partnerships; school funding; City Comprehensive Plan update; school lunch debt; school start time adjustment; budget; and continued joint meetings.

ADJOURNMENT

The meeting adjourned at 8 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: March 18, 2025

CALL TO ORDER

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Anderson, Fields, Forsythe, Kritzer, Nuevacamina, Salahuddin and Stuart

Absent: None

SPECIAL ORDERS OF THE DAY: NONE

ITEMS FROM THE AUDIENCE

Mayor Birney opened Items from the Audience at this time. The following persons spoke:

- Ernest Denis-Laroque - requesting lights to be installed at the tennis courts at Redmond Middle School for evening use;
- David Morton - actions to take to achieve communitywide carbon neutrality;
- Alex Tsimerman - elections; and

MOTION: Councilmember Stuart moved to exclude Alex Tsimerman for the next 90 days. The motion was seconded by Councilmember Forsythe.

VOTE: The motion passed without objection (7-0).

- Paul Quinn - changing charges for solid waste disposal and recommended a pilot program.

CONSENT AGENDA

MOTION: Councilmember Kritzer moved to approve the Consent Agenda. The motion was seconded by Councilmember Stuart.

VOTE: The motion to approve the Consent Agenda passed without objection (7-0).

1. Approval of the Minutes: February 4, 2025, Regular Meeting, and February 18, 19 and 22, 2025, Special Meetings
2. Approval of Payroll/Direct Deposit and Claims Checks

#180145 through #180152
#1806 through #1806

\$17,913.65

#181752 through #181759
#1815 through #1815

\$17,913.65

#188595 through #188605
#180153 through #180952
#1804 through #1809

\$4,650,605.37

#188606 through #188616
#180953 through #181751
#1810 through #1814

\$4,797,249.71

#9857 through #10284

\$8,826,392.13

3. AM No. 25-012: Approval of a 3-Year Contract with GreenRubino, for Tourism Public Relation Services, in the Amount of \$225,000
4. AM No. 25-013: Approval of an Amendment to WSDOT Trail Lease Agreement for the Overlake Village Station Pedestrian Bridge
5. AM No. 25-014: Approval of an Amendment to WSDOT Trail Lease Agreement for the Redmond Technology Station Bridge
6. AM No. 25-015: Approval of the Addition of the 148th Ave NE Safety Corridor Project to CIP and Acceptance of Highway Safety Improvement Program (HSIP) Grant Funding

7. AM No. 25-016: Acceptance of the Highway Safety Improvement Program (HSIP) Grant Funding for Citywide Speed Study
8. AM No. 25-017: Approval of the East Metro Training Group (EMTG) Interlocal Agreement
9. AM No. 25-018: Approval of Emergency Management Performance Grant (EMPG)
10. AM No. 25-019: Approval of Consultant Services Agreement, with Kim Lundgren Associates, Inc., in the Amount of \$140,000, to Support the Update of the 2020 Environmental Sustainability Action Plan
11. AM No. 25-020: Acceptance of the Association of Washington Cities Energy Audit Grant to Inform Energy Upgrades and Renovations at the Public Safety Building, in the Amount of \$72,500
12. AM No. 25-021: Approval of Consultant Agreement with HDR, in the Amount of \$1,200,000, for the Avondale Road Pavement Management and Waterline Upgrade (NE 90th St to Novelty Hill Road) Project
13. AM No. 25-022: Approval of a Contract with Copiers Northwest, in the Amount of \$175,288, for City-Wide Mail Delivery Services
14. AM No. 25-023: Approval of Instructional Services Agreement, for the Tennis Outreach Program, Increasing the Maximum Amount Payable to \$150,000
15. AM No. 25-024: Approval of Instructional Services Agreement, for Nature Vision, Increasing the Maximum amount Payable to \$150,000
16. AM No. 25-025: Approval of Instructional Services Agreement, for i9 Sports Camps, Increasing the Maximum Amount Payable to \$110,000
17. AM No. 25-026: Approval of Instructional Services Agreement, for Skyhawks Sports Camps, Increasing the Maximum Amount Payable to \$115,000
18. AM No. 25-027: Approval of Instructional Services Agreement, for Coding with Kids, Increasing the Maximum Amount Payable to \$85,000

19. AM No. 25-028: Approval of Instructional Services Agreement, for Snapology, Increasing the Maximum Amount Payable to \$85,000
20. AM No. 25-029: Authorize the Acceptance of a \$1,000 Grant, from the National Recreation and Park Association (NRPA), to Support the Implementation of the Walk with Ease Program
21. AM No. 25-030: Authorize the Acceptance of a \$229,500 King County's Veterans, Seniors, and Human Services Levy (VSHSL) Grant to support Senior Lunch Services at the Redmond Senior & Community Center

ITEMS REMOVED FROM THE CONSENT AGENDA: NONE

HEARINGS AND REPORTS

Staff Reports: None

Ombudsperson Reports:

Councilmember Forsythe reported receiving resident contacts regarding: community support; Redmond Senior and Community Center rates; utility billing changes; sidewalk closures during construction; youth involvement; pothole; safer street action plan support; immigrant community support; Trans and LGBTQ community support; allowing roosters; and peer pressure.

Councilmember Kritzer reported receiving a resident contact regarding: outreach to immigrant community; fees for building single family house; summer camp job training timing issues; trail safety; and outreach for rent stabilization.

Councilmember Stuart reported receiving resident contacts regarding: community firearm return program; energy bills; community group meeting; and Nourishing Network meeting.

Councilmember Nuevacamina reported regarding: Cascadia College's 25th anniversary.

Committee Reports:

Councilmember Kritzer provided committee reports:

- Joint meeting with the Lake Washington School Board;
- Association of Washington Cities City Action Days;
- Council retreat; and
- Sound Cities Association.

Councilmember Forsythe provided committee reports:

- Eastrail;
- Emergency management; and
- Disability Board.

Councilmember Stuart provided committee reports:

- Committee of the Whole - Planning and Public Works;
- Growth Management Planning Board;
- National League of Cities Energy, Environment and Natural Resources Committee; and
- OneRedmond Government Affairs Committee.

Mayor Birney provided committee reports:

- Puget Sound Regional Council Executive Committee;
- Sound Transit Board;
- Cascade Water Alliance;
- Community and Economic Development Committee; and
- America's Housing Comeback Advisory Committee.

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

EXECUTIVE SESSION:

- A. Labor Negotiations [RCW 42.30.140(4)(b)] - 20 minutes

Mayor Birney announced the Council will now leave the meeting and go into Executive Session to discuss Labor Negotiations [RCW 42.30.140(4)(b)] for 20 minutes. Per state law, public attendance is not allowed. Action will not take place following the Executive Session.

March 4, 2025

Executive Session convened at 7:30 p.m., and ended at 7:50 p.m.

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 7:50 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: March 18, 2025

DRAFT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. SPC 25-024
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 2/16 - 2/28/2025
Check Date: 3/10/2025

Check Total:	\$	53,929.21
Direct Deposit Total:	\$	2,844,092.98
Wires & Electronic Funds Transfers:	\$	1,828,351.45
Grand Total:	\$	<u>4,726,373.64</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **188618** through **188631** ,
Direct deposits numbered **181760** through **182563** , and
Electronic Fund transfers **1816** through **1820**
are approved for payment in the amount of **\$4,726,373.64**
on this **18 day of March 2025**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 2/16 - 2/28/2025
Check Date: 3/10/2025


Total Checks and Direct deposit:	\$	4,184,241.64
Wire Wilmington Trust RICS (MEBT):	\$	542,132.00
Grand Total:	\$	<u>4,726,373.64</u>

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B

Human Resources Director, City of Redmond
Redmond, Washington

I, Deputy Finance Director, do hereby certify to the City Council, that the checks for the months of March 2025 are true and correct to the best of my knowledge.

Signed by:

D4B4F54F8E86438...

Haritha Narra, Deputy Finance Director, on Behalf of
Kelley Cochran, Finance Director
City of Redmond
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 10285 through 10606, and Wire Transfers are approved for payment in the amount of \$9,854,381.23. This 18th day of March 2025.



Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. AM No. 25-031
Type: Consent Item

N/ATO: Members of the City Council

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Philly Marsh	Planning Manager

TITLE:

Approval of OneRedmond Contracts for Economic Development and Business Relations Services in the Amount of \$300,000 for 2025 and 2026

OVERVIEW STATEMENT:

As part of the 2025-2026 budget, the City Council approved funds for economic development and business relations services by contracting with OneRedmond. On March 18, 2025 Council will received a briefing from OneRedmond on their annual report that summarizes their contracted work regarding small business support, business retention and expansion, workforce, new business recruitment, regional collaboration, and Covid-19 response.

In 2025-2026, in order to achieve better transparency for contracted work, \$100,000 annually will be contracted with OneRedmond for economic development services and \$50,000 annually will be contracted with OneRedmond Foundation dba OneEastside for Small Business Advising and Eastside Made programming.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan Economic Development Policies
Economic Development Strategic Plan
- **Required:**
Council approval is required for contracts over \$50,000.
- **Council Request:**

N/A

• **Other Key Facts:**

The City of Redmond contracts with OneRedmond to implement a scope of work related to small business support, business retention and expansion and business attraction.

OUTCOMES:

The City of Redmond works in partnership with OneRedmond to provide many essential economic development activities to support small businesses, conduct business retention and expansion work, maintain a competitive business environment, support jobs and employment needs, as well as attract new business investment and talent.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• **Timeline (previous or planned):**

The attached OneRedmond contract and scope of work is for 2025 and 2026.

• **Outreach Methods and Results:**

Business walks, direct 1x1 assistance, webinars, and business communications.

• **Feedback Summary:**

Staff and OneRedmond work together to complete frequent outreach efforts in various forms to ensure we best understand the evolving conditions of the economy and the current challenges being faced by Redmond businesses. Displacement due to development, need for affordable commercial locations, lack of commercial space, accessing financing, attracting and retaining staff, and inflation are common concerns with Redmond businesses.

BUDGET IMPACT:

Total Cost:

For the 2025/2006 biennium, The City of Redmond will contract with OneRedmond and OneRedmond Foundation dba OneEastside to assist with business relations work including business retention and expansion, business attraction and small business support at a total cost of \$150,000.00 annually.

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

Budget Offer Number:

000250 (Community and Economic Development)

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/4/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	None proposed at this time	N/A

Time Constraints:

Work will be delayed if not approved in a timely manner.

ANTICIPATED RESULT IF NOT APPROVED:

The City would not be able to advance its economic vitality objectives in a timely manner.

ATTACHMENTS:

- Attachment A: 2025-2026 OneRedmond Contract
- Attachment B: 2025-2026 OneRedmond Foundation dba OneEastside Contract
- Attachment C: 2023 OneRedmond Annual Report
- Attachment D: 2024 OneRedmond Annual Report

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<p>PROJECT TITLE</p>	<p>EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p>
<p>CONTRACTOR</p>	<p>CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i></p> <p>City of Redmond</p>
<p>CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i></p>	<p>BUDGET OR FUNDING SOURCE</p>
<p>CONTRACT COMPLETION DATE</p>	<p>MAXIMUM AMOUNT PAYABLE</p>

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. **Retention of Consultant - Scope of Work.** The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. **Completion of Work.** The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. **Payment.** The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. **Changes in Work.** The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. **Extra Work.**

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

**page 8 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form**

**IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the
day and year first above written.**

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

2025 Proposed Scope of Work

OneRedmond

Economic Development

\$100,000 Annual Contract **

OneRedmond is a unique organization that harnesses the power of two nonprofits (OneRedmond and OneRedmond Foundation dba OneEastside Foundation) to deliver high-value economic development services for the City of Redmond. As the recipient of multiple prestigious awards from the International Economic Development Council, OneRedmond has designed effective programs between these organizations that deliver results for our community.

OneRedmond

\$100,000 annually

ADMINISTRATION:

Staff Lead: Justine Contracted Hours: 117 - \$14,000

- Facilitate bi-weekly 30-minute meeting and call for agenda items. Take notes and distribute.
- Two staff from OneRedmond will attend.
- Provide monthly reports and invoices on work complete.
- Provide quarterly presentations to economic development staff on programs, metrics, and outcomes.
- Provide Annual Report to City Council after reviewing with City staff.
- Coordinate monthly community-based communications with the City for co-distribution.
- **Data Reporting:**
 - Monthly report on property sales
 - Monthly reports on space availability
 - Monthly reports on new retail and commercial tenants
 - Quarterly Hotel Occupancy Data as available

SMALL BUSINESS ASSISTANCE:

Business Retention and Expansion Visits

Staff Lead: Justine Contracted Hours: 188 - \$22,520

- Coordinate and conduct up to 25 in-person meetings with Redmond businesses. Inform and invite City staff to attend meetings. City to provide updated business license information for businesses. (100 hours)
- Create BRE visit questionnaire document for City staff review (4 hours)
- Collect and report on questionnaire trends.(20 hours)
- Develop BRE meeting strategy with industry focus.(20 hours)
- Partner with City and other business assistance providers to conduct eight business walks for meet and greets and inform/invite city staff to participate. (24 hours)
- Provide contact lists and other collected information to the city. (2hours)
- Nominate at least 5 businesses for the King County Executive Small Business Award. (10 hours)
- Nominate at least 2 businesses for the GSP Uncommon Thinkers awards. (4 hours)
- Nominate at least 2 businesses through the PSBJ award programs. (4hours)

Displaced Business Support

Staff Lead: Justine Contracted Hours: 174 - \$20,880

- Create and provide a monthly update of displacement risk businesses and status of outreach and assistance.(12 hours)
- Outreach and assist businesses at risk for displacement, coordinate with brokers to find new locations in Redmond, and if not available, identify within the region. Provide list of businesses supported. (150 hours)
- Monitor and build relationships with new developments to facilitate matchmaking with businesses at risk of displacement. (12 hours)

INDUSTRY PROMOTION AND BUSINESS RECRUITMENT

Industry Promotion

Staff Lead: Margo/Kristina

Contracted Hours: 244- \$29,280

1. Redmond Space District and Industry Cluster Programming (124 Hours - \$14,880)
 - Build on the momentum of the Redmond Space District efforts by development and implementing a Space cluster promotional campaign during Space Week in June of 2025. (36 hour for meetings, 80 hours for space week)
 - Work with industry on state-level legislation needed for industry resilience, innovation, and expansion.
 - Provide opportunities for local businesses to connect with federal, state and local leadership and to new opportunities.
 - Provide speaking points for city to use (8 hours)
2. Interactive Entertainment Brand Strategy and Programming (120 hours - \$12,000)
 - Leverage the Washington Interactive Network brand to activate the network and use for promotion.
 - Build on the City of Redmond’s Creative Economy work.
 - Explore and leverage branding and promotions with partners including Commerce, and King County’s creative economy partners.

Business Recruitment

Staff Lead: Justine

Contracted Hours: 131 - \$15,720

- Respond to all applicable business recruitment leads originating from OneRedmond, the City of Redmond, and Greater Seattle Partner, and others. (50 hours)
- Participate in Greater Seattle Partner activities such as site tours, delegation visits and more. (20 hours)
- Create and provide industry speaking points and presentation materials for key sector attraction (Space, Interactive Entertainment, BioTech and CleanTech). (12 hours)
- Write and post at least one Innovation Triangle Blogs per month, complete quarterly business profile, and update information on website. 25 hours
- Annually nominate a business for the Uncommon Thinkers Welcome campaign 2 hours
- Provide information and broker connect to GSP regarding any available space over 10,000 square feet in Redmond. 2 hours
- Profile 5 businesses a year within key industries for inclusion in business attraction efforts. 20 hours

Additional Conditions:

- The City Purchase Order (PO) for this contract ought to be notated on each submitted invoice.
- The City reserves the right to review and update the scope of work annually.
- Monthly reports of hours and deliverables are required and should be submitted in the following format.

Report Template

Project Category	Project Task	Total Staff Hours	Rate	Total Cost	Project Deliverable Title	Attachment?

--

<p>PROJECT TITLE</p>	<p>EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p>
<p>CONTRACTOR</p>	<p>CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i></p> <p>City of Redmond</p>
<p>CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i></p>	<p>BUDGET OR FUNDING SOURCE</p>
<p>CONTRACT COMPLETION DATE</p>	<p>MAXIMUM AMOUNT PAYABLE</p>

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. **Changes in Work.** The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. **Extra Work.**

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

**page 8 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form**

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

2025 Proposed Scope of Work

OneEastside Foundation - Economic Development

\$50,000 Annually

Small Business Advisor Program

Staff Lead: Shawn

Contracted Hours: 167 - \$20,040

OneEastside's Small business advisor program supports 1-on-1 Small Business Technical Assistance to regional small businesses through our dedicated Small Business Advisor.

Additional services include:

- Services include graphic design, social media campaign assets created for your locality.
- One half-day per month of small business support office hours. The city schedules this time at their location of choice with the individual business owners for this introductory service. These one-on-one meetings are a good segue to small group advising.
- Development and production of at least one workshop event including:
 - Development of content for workshop specific to city/audience need.
 - Tailoring and updating existing workshops & curating any original curriculum content.
 - Planning, coordinating, and logistics.
 - Graphic design, social media campaign development, and advertising.
- Once-a-month virtual meeting with Small Business Advisor to hear overview of trends of small business needs.
- Quarterly reports of metrics

OneEastside Community Based Organization and Technical Assistance Provider Partnerships

Staff Lead: Margo

Contracted Hours: 83 - \$9,960

- Provide 2 webinars or trainings to support diverse small businesses topic and content to be mutually agreed upon (42 hours per webinar)

Eastside Made Programing

Staff Lead: Margo

Contracted Hours: 167 - \$20,000

- SPARK's Eastside Made Program is focused on building more inclusive support for makers and creative entrepreneurs across the region who often face barriers to accessing support with the education, insight, and resources they need to thrive.
- Increases the opportunities for economic mobility, advancing social and economic equality, and preserving culture through craft.
- Work with City Staff to develop an Eastside Made Program in the City of Redmond prioritizing Redmond businesses.

**** Additional work on projects will be billed at the rate of \$120 per hour that is reflective of an all-inclusive hourly rate including staffing, administrative, and project costs.**

Additional Conditions:

- The City Purchase Order (PO) for this contract ought to be notated on each submitted invoice.
- The City reserves the right to review and update the scope of work annually.
- Monthly reports of hours and deliverables are required and should be submitted in the following format.

Report Template

Project Category	Project Task	Total Staff Hours	Rate	Total Cost	Project Deliverable Title	Attachment?

OneRedmond-City of Redmond 2023 Contract

Full 2023 Year Report

Introduction

2023 was busy year for OneRedmond, in partnership with the City of Redmond. With COVID-19 regulations concluded, OneRedmond ramped back up in-person educational programming and events and saw increased activity and inquiries from local small businesses and nonprofits. Below is a summary report of activities related to the City of Redmond Scope of Work for 2023 services and support. During 2023, five staff members spent 3,332 hours working on these deliverables.

Business Retention & Expansion Activities

- Reached out to 108 businesses through business walks and direct correspondence. Of those:
 - o Conducted 5 business walks beginning in February with one in Marymoor/Evans Business Park, three in the potential Southeast Industrial District, and one in Overlake to the Overlake Square Shopping Center. Two of these business walks included City of Redmond Planning staff. Staff visited 95 businesses, meeting with owners and staff when available.
 - o Fielded requests for assistance from 13 existing organizations to understand issues, support needs, explore partnerships and retain them in Redmond. 4 organizations were retained, one lost, others still active.
 - o Support businesses with expansion needs including connecting with export opportunities including promotion of the Export Accelerator Program and assistance with COI stamp.
- Hosted industry cluster and specific neighborhood meetings including:
 - o Southeast Redmond Industrial District Breakfast on March 28th at Pomegranate with 44 registered attendees in partnership with City of Redmond Planning staff.
 - o Space Industry Cluster meetings – virtual and in-person.
 - o Worked with King County Aerospace Alliance.
 - o Hotel Industry Cluster meetings – virtual and in-person.
 - o Connected City of Redmond staff to tourism industry leaders for Tourism Plan focus groups.
- Continued to Work on Displacement and Affordable Commercial Space Strategy Development
 - o Collaborated with the Planning Department to address the business displacement issues of businesses and non-profits during monthly meetings.
 - o Supported and attended the City’s Redmond Zoning Code Developer Forum.
 - o Attended City-set up NDC meeting regarding commercial affordability.
 - o Began entering displaced business data into shared worksheet.
 - o Visited Overlake Square businesses, taking contact information and notes on their displacement concerns, and relaying to City of Redmond staff and consultants for follow-up.
 - o Developed Neighborhood Business Listservs, with Overlake and Downtown developed to date.

Small Business & Entrepreneurship Support

- OneRedmond’s East King County Small Business Development Center (SBDC) Advisor counseled 177 unique clients, of which 152 were new to the organization, indicating an increased interest among aspiring entrepreneurs within the local small business ecosystem for knowledge base in conjunction with tailored advising and mentoring opportunities. The three top categories for types of businesses that received services were: Professional/Technical Services, Accommodation and Food Services, and Arts and Entertainment. The top areas of counseling activity included Start Up Assistance, Business Plans, and Managing a Business, followed by Marketing and sales, Financing/Capital and buying/selling a business.
- We added six online webinars, and 19 live workshops. Gaining a national reach and representing Washington and Redmond, OneRedmond presented online webinars to audiences in Missouri and California and was the first guest of the 2023 season on the national **Business Infrastructure** podcast, presenting “Pricing Strategies”. Live events included the Entrepreneurs’ Roadmap workshop series, presented in conjunction with the King County Library System, where the Redmond branch had the highest average and total attendance, demonstrating a successful local reach into Redmond small businesses.
- Overlake Village Project: Partnering with local CBOs and the City of Redmond to develop the opportunity to support small businesses including a shared commercial kitchen space with the Overlake Village Bellwether Affordable Housing project with Sound Transit surplus property.
- Washington Hospitality Grant Outreach and Support
 - o Hosted two briefings for partner organizations with the grant administrators from Commerce.
 - o Worked with BigHug-KARC on a virtual briefing for the Korean Hotel Association.
 - o Held two in-person help sessions at the Redmond Library to assist grant applicants with their Unique Entity IDs and online applications.
 - 20 Redmond-based companies received \$895,848.68 in funding.

Business Attraction/Recruitment

- Responded to 27 business/non-profit attraction inquiries and leads from direct, GSP and City of Redmond sources.
- Supported and attended Site Selection tour hosted by Greater Seattle Partners (GSP), featuring a “windshield tour” of two major Redmond available properties.
- Rolled out the Redmond Space District brand during the State of the City Summit on March 30th. ([Flickr images here.](#))
- Supported the hosting of a Korean business delegation. ([Flickr album here.](#))
- Supported the Spa Cloud 9 location in Redmond and the Bellwether Overlake Village project with their bid with Sound Transit.
- Supported the Aerospace Industry Comparative Analysis and the King County Air & Space 2030 Strategy, in partnership with King County.
- Represented Redmond through an in-person Korean delegation visit to the city.

Workforce Development

- Supported re-working of the Western Washington University Workforce Survey – Cities of Redmond and Bellevue took the lead.
- Worked with Career Connect Washington exploring ideas for workforce development centers in Redmond.
- Working with WorkSource to retain presence in Redmond.
- Promoted and supported the Eastside Virtual Job Fair.
- Connected local companies with Bellevue College’s IT Center of Excellence, and LWIT.

Marketing/Promotion of Business/Non-Profit Community

- Highlighted 52 small and diverse businesses on social media platforms.
- Highlighted 17 local businesses at events and activities.
- Partnered with 2 multi-cultural organizations - Korean Boost Your Business in March and MENA Taskforce in January.
- Supported The Together Center in the production of the grand opening assisting with day of management and food truck procurement.
- Coordinated Mayor’s Small Business Saturday walking tour and visit with 4 Redmond Town Center businesses.





OneRedmond
Published by Hootsuite • January 27, 2023 •

Thank you to everyone who attended our first ☕ Coffee with Leaders event Wednesday at Hoffman's Fine Cakes & Pastries; we are so excited to have had a fantastic turnout!

Thank you to Mayor Angela Birney for being our inaugural featured leader and to event sponsor, Nelson Legacy Group.

We look forward to our next Coffee with Leaders event in May; more details are coming soon!

View more 📷 from this event here: <https://flic.kr/s/aHBqjApE6>

See insights and ads Boost post

👍❤️ 7

OneRedmond
Published by Hootsuite • June 8, 2023 •

OneRedmond had the privilege of being part of the Blu Sardinia "Bella Notte di Blu" 8th Anniversary celebration on Tuesday, where owner Kevin Goodwin personally hosted the dinner portion of the event. The evening delighted attendees with a seasonal Sardinian-inspired menu, featuring the finest Italian imports paired with the best offerings from the Pacific Northwest, alongside engaging conversations with influential individuals.

#redmondwa #redmond eats #onedredmond

See insights and ads Boost post

👍❤️ You and 10 others

👍 Like 🔍 Comment ➦ Share

OneRedmond

Under New Ownership
RIBBON CUTTING CEREMONY

OneRedmond
Published by Hootsuite • June 15, 2023 •

Redmond, get ready to throw in a fresh start at Victoria Coffee Company ☕ as we start on June 20th at 12:00 p.m. for an unforgettable ribbon cutting ceremony hosted by OneRedmond. Indulge in complimentary drip coffee, sample delicious pastries, and be sure to enter the Mayor's Ribbon Cutting event for the year ahead to win exciting prizes. From coffee and pastries to live on-site designs and a custom cake, thank something for everyone.

Mark your calendars... See more

Edit

👍❤️ 1

👍 Like 🔍 Comment ➦ Share

Write a comment...

OneRedmond
Published by Hootsuite • May 19, 2023 •

Congratulations to Mayuri Foods Overlake for their grand opening! We celebrated on Wednesday with a ribbon cutting ceremony and an epic after-party! 🥳

View more photos from the event here: <https://flic.kr/s/aHBqjApE6>

Edit

👍❤️ 13

👍 Like 🔍 Comment ➦ Share

Write a comment...

OneRedmond-City of Redmond 2024 Contract

Introduction

2024 was a busy year for OneRedmond, in partnership with the City of Redmond. With COVID-19 regulations eased or concluded, OneRedmond ramped up in-person educational programming and events and saw increased activity and inquiries from local small businesses and nonprofits. Below is a summary report of activities related to the City of Redmond Scope of Work for 2024 services and support.

Business Retention & Expansion Activities:

- OneRedmond staff fielded 18 existing business inquiries on the below topics:

Lead Source	Existing Business	Industry	Requirements
City of Redmond	Retention	Arts	Parking issue with landlord, cost of rent
City of Redmond	Retention	Childcare	Daycare connections
OneRedmond Foundation	Retention	Education	Events to perform at
OneRedmond	Expansion	F&B	1,000-1,500 SF affordable retail space
StartUp425	Expansion	F&B	Start-Up permitting and zoning questions
City of Redmond	Retention	F&B	Parking issue with landlord
OneRedmond	Retention	F&B	Zoning issue
City of Redmond	Retention	Finance	Need for specialized office space
City of Redmond	Retention	Retail	Cost of rent issues
City of Redmond	Retention	Retail	Request for help from Fire Dept.
City of Redmond	Retention	Retail	Parking issue with landlord
OneRedmond	Retention	Retail	Affordable housing for staff issue
OneRedmond	Retention	Retail	Parking and homeless visitor issues
OneRedmond Foundation	Retention	Retail	Rent affordability, dislocation issues
OneRedmond	Retention	Tech	New to Redmond, permitting process assistance
OneRedmond	Retention	Tech	Customized workforce training program
OneRedmond	Retention	Tech	Rezoning questions
City of Redmond	Retention	Transportation	EV facility questions



OneRedmond assisted Cloud 9 Foot Spa with real estate site location and permitting support services.

- OneRedmond staff visited over 133 businesses and nonprofits through business walks in the Overlake and Downtown Neighborhoods. During those walks, organizations' top concerns were displacement due to redevelopment tied with limited of affordable relocation options, crime, affordable housing, and cost of doing business. More details below.

- The Overlake Business Walk Series occurred between March and May of 2024, with OneRedmond staff visiting 64 organizations. Of these:
 - o 27 were Food and Beverage establishments comprising of a wide variety of cuisines from cultures around the world. At least five of the businesses stated that their establishment was being demo'd and they would need to move. Many were busy and staff could not talk for long and language barriers existed with some establishments.
 - o 9 businesses were Personal Service establishments. Two stated that their business was being demo'd.
 - o 8 businesses were retail establishments. Two stated that their facility was being demo'd and they were looking for new space.
 - o The other businesses included Financial Services, a Grocery Store, two hotels, three medical/dental businesses, and one apartment complex.

- The Downtown Business Walk Series was conducted in March, 2024 to alert Downtown Businesses of a Plymouth Housing event to take place in April, to learn how businesses were doing, and field any questions they had about the Plymouth Housing project. 70 businesses were visited. Most expressed appreciation for being visited and being notified, some asked questions and expressed concern or support, and some mentioned their top concern being safety and crime/break-ins recently experienced in downtown or of their establishment. Of these:
 - o 21 businesses were Food and Beverage establishments.
 - o 8 were Financial, Insurance or Real Estate organizations.
 - o 12 were Personal Services establishments.
 - o 11 were Retail Establishments
 - o The others included Professional Services, Medical, Legal, one hotel, one grocery store, apartment complexes, entertainment and educational organizations.

- Hosted monthly industry cluster and specific neighborhood meetings including:
 - o Space Industry Cluster monthly meetings – virtual and in-person.
 - o Educational topics with industry experts including AI, social media strategies, legislature updates, and transportation.
 - o Downtown Business Meeting with Plymouth Housing.

- Continued to Work on Displacement and Affordable Commercial Space Strategy Development:
 - o Collaborated with the Planning Department to address the business displacement issues of businesses and non-profits during monthly meetings.
 - o Attended City-led NDC meeting regarding commercial affordability.
 - o Coordinated interviews with commercial/retail real estate brokers to learn about the challenges of locating high quality retail in Redmond.



Tour of Kymeta during Redmond Seattle Space Week event, June, 2024.

Small Business & Entrepreneurship Support – 274 Organizations

- OneRedmond’s East King County Small Business Development Center Advisor counseled aspiring entrepreneurs within the local small business ecosystem for knowledge base in conjunction with tailored advising and mentoring opportunities.

The three top categories for types of businesses that received services were: Professional/Technical Services, Accommodation and Food Services, and Arts and Entertainment. The top areas of counseling activity included Start Up Assistance, Business Plans, and Managing a Business, followed by Marketing and sales, Financing/Capital and buying/selling a business.

Redmond Entrepreneurs’ Roadmap Workshop Series - 4 workshops in November 2024:

The Entrepreneurs’ Roadmap workshop series is a modularized small business curriculum delivered in a peer learning format and includes Startup Basics, Small Business Financing, Pricing Strategies, Customer Segmentation and Marketing, Using KPI to Drive Profit, and small business case studies.

Bellwether Small Business Support Hub Project: Staff continues to work with our community-based partners that provide small business support, to work toward a unique opportunity to create a regional shared multicultural small business support hub. This would be a physical space where our network of community-based partners can provide a variety of services including technical assistance, training, and resources to help individuals in our communities' launch, sustain, and grow their businesses. It would be a place to provide true economic mobility within our communities and potentially address the systemic challenges that exist through partnerships and the development of innovative, collaborative solutions. Currently this project envisions a small business support hub that includes shared

offices and a digital lab, event space, and Food Business Resource Center. The Food Business Resource Center would include an incubator and a shared-use commercial kitchen that will provide space and support, including affordable access to a licensed commercial kitchen and professional equipment. Our immigrant population often enters our workforce through the food industry, showcasing their culture through their own food business. We see this 360-degree support of these types of new businesses essential to our economy.

Business Attraction/Recruitment - 18 Inquiries

- Responded to or outreached to 18 business/non-profit attraction inquiries and leads from direct, GSP and City of Redmond sources.
- Support includes:
 - o Running real estate availability searches based on client needs, contacting commercial real estate agents to set up tours of properties, and joining on property tours when applicable. In other scenarios, OneRedmond provides a list of brokers that specialize in the type of property the client is looking for.
 - o Connecting client with City of Redmond staff regarding questions regarding zoning and permitting and assist in working towards a solution to challenges.
 - o Answering additional questions as needed and connecting the client to other individuals and organizations that may provide support or knowledge.
- Attended monthly GSP meetings.

Lead Source	Industry	Requirements
GSP	Battery Charging	Real estate submittal
City of Redmond	Real Estate	Real Estate search support
GSP/Commerce	CleanTech	Real estate submittal
OneRedmond	Real Estate	Real Estate search
OneRedmond	Education/Tech	Real Estate search
GRP/Commerce	Adv Manufacturing	Real Estate search
City of Redmond	Retail	Permit fee support
OneRedmond	F&B	Real Estate search
OneRedmond	Retail	Real Estate search
City of Redmond	F&B	Real Estate search
OneRedmond	Arts	Real Estate search
OneRedmond	Real Estate	Real Estate search
OneRedmond/SBDC	Retail	Real Estate search
OneRedmond	Education/Tech	Real Estate search
OneRedmond	Real Estate	Real Estate search
OneRedmond	Fed. Government	Real Estate search
OneRedmond	Education/Tech	Workforce development education support
OneRedmond	Retail	Real Estate search

Workforce Development

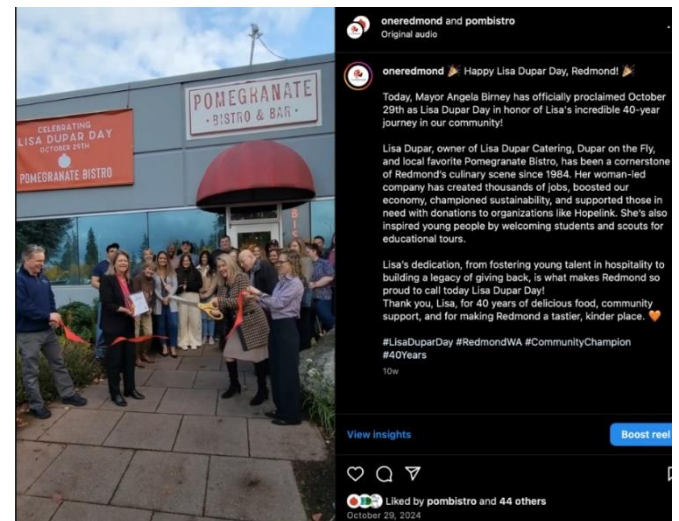
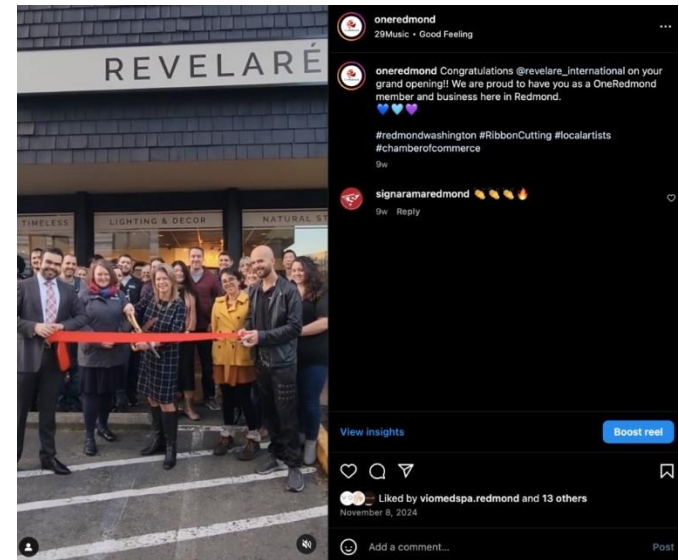
- Connected with LWSD’s Transition Academy Executive Director about workforce development opportunities.
- Continued work to connect Computing for All – Tech Workforce Coalition with local companies. The goal is for Computing for All to create targeted training programs in IT and cybersecurity, along with personalized career coaching and networking opportunities.
- In partnership with local STEAM organizations, beginning concept development of youth arts & sciences workforce development and apprenticeship program.
- Supported recruitment and promotion for the annual Eastside Job Fair.

Marketing/Promotion of Business/Non-Profit Community – 138 Small Businesses

- Highlighted 88 small and diverse businesses on social media platforms.
- Highlighted 50+ local businesses and non-profit organizations at events and activities.
- Developed blog posts and content for the new Innovation Triangle website and LinkedIn.

Other – City of Redmond Community Development Support (not in scope of work)

- Hosted a variety of community events in Redmond including: Eastside Economic Outlook, State of the City, Redmond Wine Walk, and the Rumble in Redmond: Robot Combat, drawing over 1,500 attendees and over 3.74M digital impressions.
- Participated in Marymoor Village development meetings to learn and offer feedback about the plans of developers and City in that area.
- Provided contact lists for organizations located within 5 City areas for their planned public outreach stakeholder events regarding new proposed mixed-use districts and downtown.
- Coordinated introductory meetings with 3+ affordable housing developers with City staff invited to attend.
- Participated in Day Care meetings with expert agencies.
- Participated in Thriving Communities Workshops at invitation of City of Redmond.
- Provided multi-family reports listing median gross rent, asking rates for specific districts.
- Coordinated and Promoted the event Uniquely Entrepreneurial: Space & the Pacific Northwest that took place during Space Week in June of 2024 and the Redmond Senior and Community Center. The event had over 200 attendees. This provided an opportunity to showcase the city and the Redmond Space District.
- Hosting of the Eastside Job Board highlighting that includes job availability by industry sector. Currently over 8,200 jobs are posted.
- Hotel Industry Cluster monthly meetings – virtual and in-person.



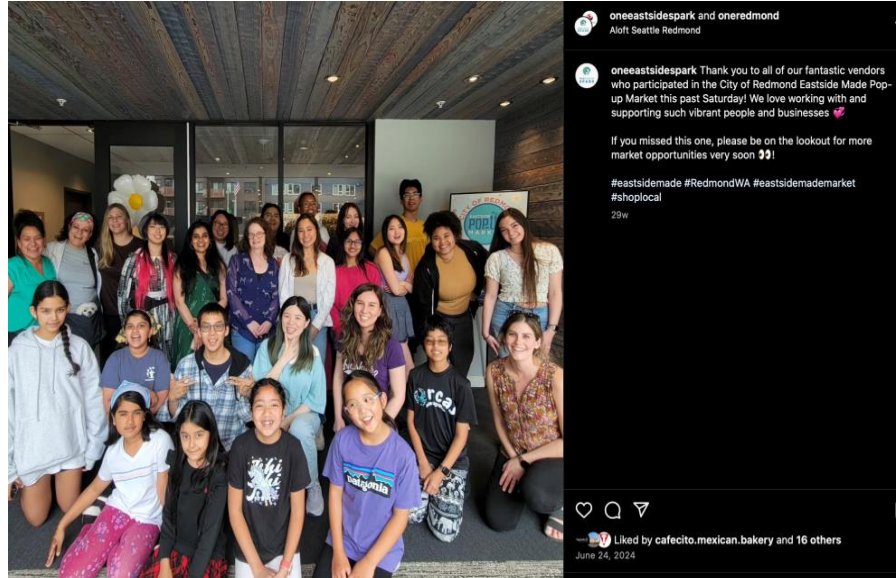
- **Out of this World Legislative Field Trip**
 - Coordinated and co-hosted fully guided tours and briefings of the regional space industry highlighting business in our Redmond Space District.
 - This full-day excursion included 26 participants including 6 Washington State legislators, 3 Federal Staffers, 6 Educational Representatives, and 11 partners.
 - A total of 5 companies were visited in Redmond, Kent, and Tukwila including Redmond’s Kymeta and Xplore.

- Coordinated with Start-Up 425 on their hosting of two forums in Redmond, and amplified promotion of these events. Events included an investor event in January 2024, and a space-tech event in October 2024. These events were hosted in conjunction with their co-working events.

- **Made Local Series:**
 - Funded by a generous grant from the Washington State Microenterprise Association (WSMA), the SPARK Made Local Series, took place during May 28-31, 2024, and was dedicated to supporting makers and creative entrepreneurs. This series hosted 4 webinars that assisted 238 businesses, 86% were women-owned, 19% were LGBTQ+ persons, 9% were entrepreneurs with disabilities, 2% were veterans, and 64% identified as BIPOC. Partners included: Making Local, Global Social Business Partners, and Muslim Community Network Association.

- **City of Redmond Small Business Grant Disbursement in 2024:** In January of 2024, funds were disbursed for the Redmond Small Business Resiliency Grant Program to a total of 100 small businesses. Each business was awarded \$5,000. Awardees included of 38 minority-owned businesses, 18 immigrant-owned businesses, and 60 women-owned businesses.

- **Redmond Eastside Made Pop-Up Market**
 - Staff recruited 21 home-based vendors/artisans to participate in the Redmond made Pop-Up Market hosted in conjunction with Move Redmond’s Overlake Streets Festival.
 - 95% of the market vendors were women, minority, or WMBE of which 38% was immigrant-owned. Two vendors featured youth driven enterprises, 62% were from Redmond and the remaining from the 5 other eastside cities.
 - The Pop-up Market attracted over 500 attendees and social media reach was over 19,500 with 825 post engagements.



- **Founder’s Institute Small Business Series Support**
 - Staff assisted Startup 425 staff with the development of 7 modules in their program to create a modified version of the original core curriculum that is tailored for small businesses and non-venture scale startups.
 - Program Elements Included: Recruiting speakers and mentors to present their areas of expertise for the following sessions identified by the current Startup425 Business Advisors: Business planning, Legal & business structures, Small business pitch practice, Business plan review, Small business financing options, Mentor idea review, and Mentor progress review.
 - Staff connected small businesses to funding opportunities that are more appropriate for non-tech businesses.
 - Staff utilized all organizational tools for marketing and graphic design support and outreach for this program.
- Partnered with multi-cultural organizations and community partners during the Sound Transit Grand Opening of the Redmond Technology Station that drew over 11,000 people. Partners included Centro Cultural Mexicano and Microsoft.



Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. AM No. 25-032
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Michael Hintze	Transportation Planning Manger
Planning and Community Development	Micah Ross	Senior Engineer
Public Works	Rob Crittenden	Senior Engineer

TITLE:

Approval of a Consultant Agreement with KPFF for Engineering Services for the 156th Ave Shared Use Path Project, in an Amount Not to Exceed \$900,000

OVERVIEW STATEMENT:

KPFF has been selected to perform design engineering services for the 156th Ave Shared Use Path project (4300 Block to NE 51st Street). The total contract is not to exceed \$900,000. Staff are requesting approval for the Mayor to sign the consultant agreement, and approval to secure right-of-way and/or easements to construct and maintain the improvements.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Capital Investment Program (CIP), Transportation Master Plan (TMP)
- **Required:**
RCW 39.80 and City Purchasing Policies and Procedures require Council authorization for the Mayor to sign the contract.
- **Council Request:**
N/A
- **Other Key Facts:**

N/A

OUTCOMES:

Design and construction of this project supports pedestrian and bicycle movement on this key north/south corridor, connection non-motorized users to the light rail and beyond.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Community engagement will take place during the design.
- **Outreach Methods and Results:**
Outreach will include at a minimum, website updates, post card mailer, and open house.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

Project Total: \$4,970,518
Design Phase Total: \$859,266
Grant Funding: \$770,715 for design phase

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

0000384-Transportation Capital CIP

Budget Priority:

Vibrant and Connected

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

If yes, explain:

Annual operations and maintenance costs after project is completed.

Funding source(s):

CIP - Impact Fees, Business Tax
Grant - CMAQ and CRP

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
March 4, 2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	None proposed at this time	N/A

Time Constraints:

Grant funds for this project have been obligated, and the project should begin design to keep the project on schedule.

ANTICIPATED RESULT IF NOT APPROVED:

Grant funds will be returned, and the project will be delayed.

ATTACHMENTS:

- Attachment A: Project Information Sheet
- Attachment B: Draft Consultant Agreement

CIP Project Information Sheet

Project Name: 156th Ave NE Shared Use Path (4300 Block to 51st St)

Project Status: Existing

Functional Area(s): Planning, Transportation

Relevant Plan(s): Transportation Master Plan

Neighborhood: Overlake

Time Frame: 2024-2026

Budget Priority: Vibrant and Connected

Citywide Rank: 9

Functional Area Priority: High

Location: 156th Ave NE from 4300 Block to NE 51st Street

Description:

Replace existing sidewalk on the east side of 156th Ave NE with a new shared use path to create a new facility for cyclists.

Anticipated Outcomes: **Primary:** Upgrade/Enhancement **Secondary:** Safety
 Enhanced safety for pedestrians and cyclists.

Request: **Primary Reason(s):** Budget Process
 Project was added to CIP with Council approval outside of previous budget process.

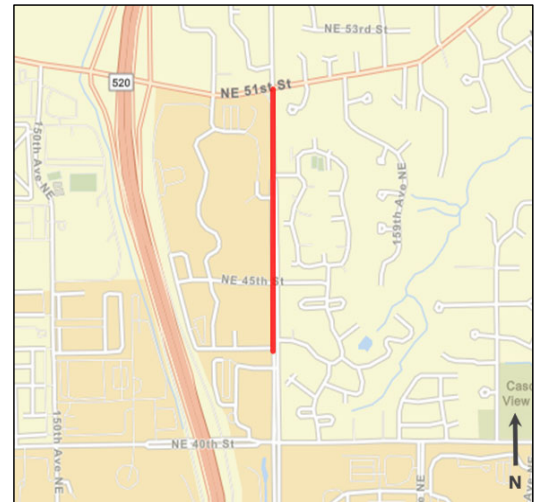
Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	\$187,964	\$1,727,390	\$2,820,151	\$235,013					\$4,970,518
Approved Changes									
Current Approved Budget	\$187,964	\$1,727,390	\$2,820,151	\$235,013					\$4,970,518
Proposed New Budget	\$187,964	\$1,727,390	\$2,820,151	\$235,013					\$4,970,518
Proposed changes due to	___ Scope Change		___ Schedule Change		___ Budget Change				

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	\$187,964	\$26,852							\$214,816
Right of Way		\$55,080							\$55,080
Design (31-100%)		\$859,266							\$859,266
Construction		\$367,208	\$2,203,243	\$183,604					\$2,754,055
Contingency		\$418,984	\$616,908	\$51,409					\$1,087,301
Total	\$187,964	\$1,727,390	\$2,820,151	\$235,013					\$4,970,518

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost									

Explanation:

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Grant - CMAQ		\$700,000		\$700,000
Grant - CRP		\$70,715		\$70,715
Impact Fees	\$187,964	\$2,352,682		\$2,540,646
Business Tax		\$1,659,157		\$1,659,157
Total	\$187,964	\$4,782,554		\$4,970,518



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

Agreement Number: _____

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

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

***Exhibit A
Scope of Work***

Project No.

See attached Scope of Work

156th Ave NE Shared Use Path Project #2415 Scope of Services

Project Description

The Consultant team will design a shared use path on the east side of 156th Ave NE from the 4300 Block of 156th Ave NE north to NE 51st Street. The project will generally remove the existing sidewalk and street tree wells and construct improvements behind the existing curbline. Preferred dimensions will be a 5' planter/landscape buffer and 12' concrete path utilizing an existing easement except for the northern few properties where the easement does not exist. Retaining walls will be necessary on approximately 1200 linear feet of the project length. The team will consider curb line changes and narrowing existing roadway channelization near NE 51st Street to construct as large of a shared use path as will fit in the Right of Way. PSE transmission poles will remain in place, but communications pedestals and PSE above ground cabinets will be relocated as feasible. The project will include improvements at traffic signals to support wider curb ramps, adjust pedestrian push buttons and include protection of existing City street luminaires near the intersections, replacement of PSE owned luminaires along the corridor, and the addition of supplemental illumination as needed to meet light levels. The existing stormwater system along the street curb is expected to remain in place, with the exception of stormwater reconstruction near NE 51st Street to re-route drainage to an existing 24" SD and abandon some existing pipes. If the 156th curb line shifts near NE 51st street, any existing curb CB's would also need to be reconstructed. The project will address all required minimum requirements of the stormwater manual, flow control may be needed to mitigate the new impervious trail area. No permanent fee acquisition is anticipated but permanent wall maintenance easements and temporary construction easements may be required, as well as rights of entry for survey and geotechnical explorations.

The Consultant will prepare design reports, plans, specifications, estimates and permits. Consultant services will include overall project management, survey, geotechnical, civil engineering, structural engineering, traffic engineering, landscaping, environmental permitting, and support for community outreach.

The project team will meet the DBE goal of 19%.

Owner	City of Redmond
Prime Consultant	KPFF
Survey	KPFF
Geotechnical Engineer	HWA (DBE)
Environmental Permitting	GeoEngineers
Cultural Resources	CRC (DBE)
Civil Engineer	KPFF
Structural Engineer	KPFF
Traffic Signals	Concord (DBE)
Striping/Signage	Iverson Mobility Solutions
Landscape Architect	HBB Landscape Architecture (DBE)
Right of Way	RES (DBE)

Design Standards and References

The following design standards and references are to be followed during the development of the project:

- City of Redmond Design Standard Specifications and Details
- DOE Stormwater Management Manual for Western Washington, 2019.
- City of Redmond Stormwater Technical Notebook, 2022
- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- American Association of State and Highway Transportation Officials (AASHTO)
- Revised Draft Guidelines for Accessible Public Rights-of-Way (PROWAG), November 23, 2005 (2005 PROWAG)
- WSDOT Local Agency Guidelines (LAG Manual)
- WSDOT Standard Plans
- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction and the APWA and City of Redmond General Special Provisions
- WSDOT Bridge Design Manual

The Consultant shall prepare all drawings using AutoCAD (version 2023) and comply with the City of Redmond Record Drawing Requirements. Any corridor or piping modeling will be done with Civil 3D. Project schedules shall be prepared using Microsoft Project, spreadsheets in Microsoft Excel and text documents in Microsoft Word.

Plans will typically be completed at a 1"=20' scale unless enlargements are needed such as wall plans, curb ramps or traffic signals. Traffic Control plans will be at 1"=50' or 60'. Full-sized plan sheets will be provided at 22"x34", and half-sized plan sheets will be provided at 11"x17".

City of Redmond will provide:

- Record drawings and/or design documents from past related projects.
- Permitting/plans coordination with Onyx Apartments as it becomes available.
- Available Utility and GIS data.

Task 1 – Project Management and Administration

- 1.1 Provide project coordination and administration through the project, including preparation of monthly progress reports indicating milestones and deliverable status and invoices showing staff time and expenses. Team will follow all federal aid requirements.
- 1.2 Attend the following project meetings:
 - Project kickoff meeting, team coordination meetings.
 - Regular bi-weekly PM Meetings via Teams with the City.
 - Coordinate/Compile responses to review comments and resolution meetings as needed.
- 1.3 Coordinate activities of sub-consultants.
- 1.4 Develop an overall project schedule by task for City review. Provide monthly updates to schedule as needed as design progresses.

Deliverables:

- Monthly Progress Reports, Invoices, DBE reporting
- Meeting Agenda's and Meeting Notes (Anticipated 36 PM meetings-approximately 30 min each)
- Project Schedule with monthly updates

Task 2 –Topographic Survey and Mapping / Temporary Construction Easements

- 2.1 Manage survey field crews and coordinate field survey work.
- 2.2 Perform full topographic survey of the east curb line of 156th to the toe of slope as shown in Figure#1. Obtain services of a private utility locator for underground utility locates and request locates through one-call service for all City-owned utilities.
- 2.3 Survey horizontal and vertical location and invert elevations as needed for all underground and overhead utilities, signal and luminaire poles, and all junction boxes within survey limits and within area of stormwater work at the intersection of 156th and 51st.
- 2.4 Survey shall include location, species, diameter at breast height (DBH), and diameter of drip line for all trees within survey limits.
- 2.5 Develop project survey basemap, include 2D linework of the half street channelization through this corridor for reference in the survey basemap. Download and analyze field control data and build boundary and right-of-way basemap. Obtain Title reports of the five parcels along this corridor.
- 2.6 Perform QA/QC of survey basemap.
- 2.7 Prepare exhibits and legal descriptions of up to 5 Temporary Construction Easements and 3 Wall Maintenance Easements to meet standards for WSDOT right-of-way certification.

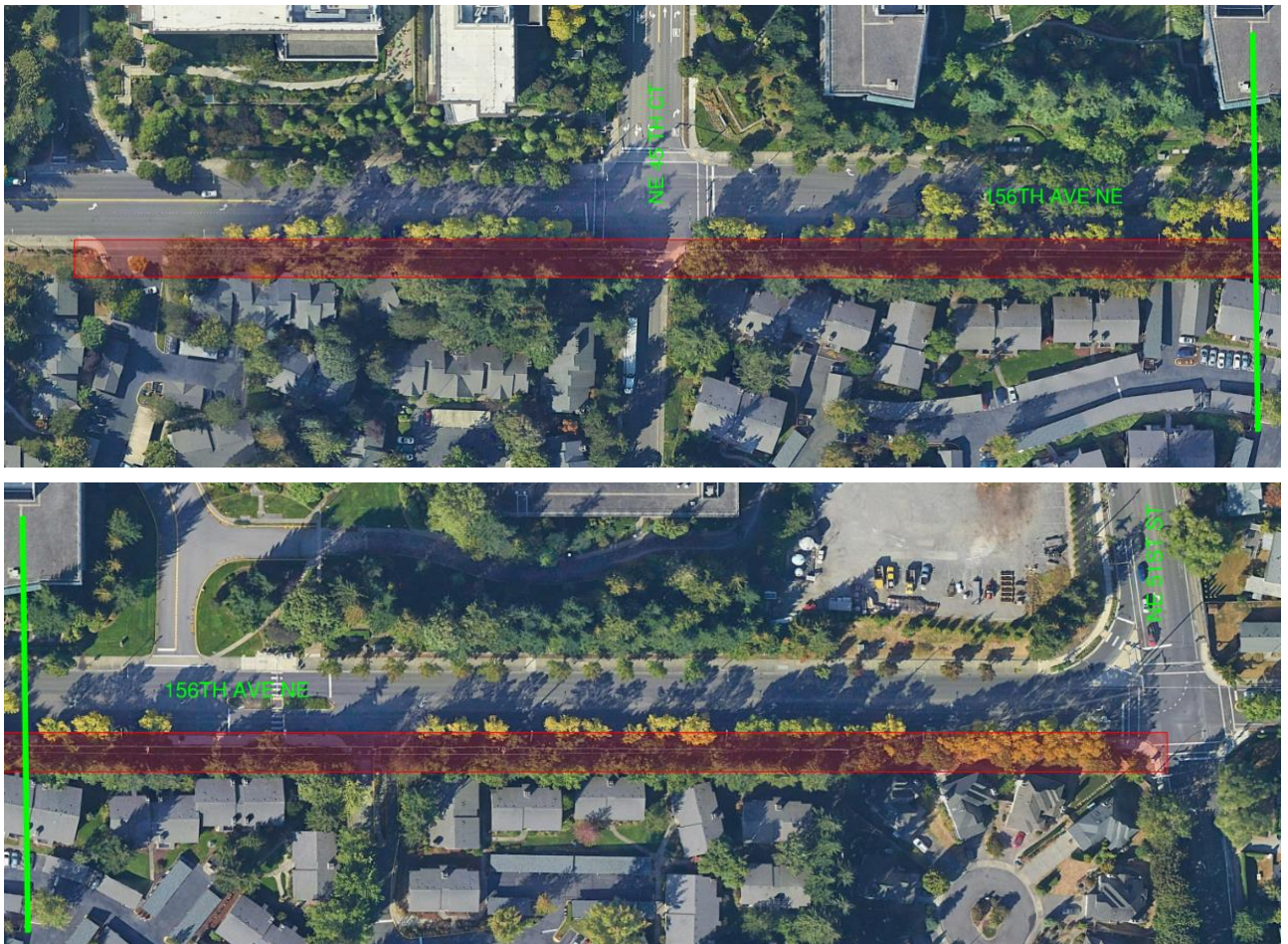
Assumptions:

- The Consultant Team will work with the City to obtain necessary rights of entry for private properties along the project area requiring access for survey as outlined in Task 10.
- Datum control surveys will provide the project in Washington State Plane Coordinate System (WSPCS), North Zone (NAD 83/11) horizontal datum; and North American Vertical Datum (NAVD 88).

Deliverables:

- Composite survey base-map in AutoCAD Civil 3D 2023 .dwg format.

Figure #1 – Topographic Survey Limits in Red



Task 3 – Geotechnical Engineering Services

3.1 Geotechnical support will be provided by HWA GeoSciences. Geotechnical Project Management, Project Meetings, and Document Review:

- **Project Setup, Invoice Generation, and Processing:** The Consultant will prepare monthly invoices and progress reports for the duration of the design phase of the project.
- **Attend Project Kickoff Meeting:** The Consultant will participate in one (1) project kick off meeting with the Agency and the design team. This meeting will review project objectives, communication protocols, and schedule. We assume this meeting will be virtual.
- **Geotechnical Task Management:** The Consultant will provide task management for geotechnical related aspects of the project and will correspond with the Agency and the design team in the form of meetings, emails, and telephone calls, as necessary.

3.2 Geotechnical Explorations:

- **Collect and Review Available Geotechnical Data:** The Consultant will review readily available geotechnical information along the project corridor. This review will include online geotechnical databases, geologic maps, and the Consultants internal library.
- **Perform Geotechnical Site Reconnaissance:** The Consultant will conduct a geotechnical site reconnaissance of the project corridor. This reconnaissance will be used to identify geotechnical challenges and to assist in planning the geotechnical exploration program. Additionally, during the reconnaissance we will observe the conditions of the existing slopes, walls, and rockeries within the area of proposed improvements.
- **Plan Geotechnical Field Exploration Program:** The Consultant will plan and coordinate a geotechnical exploration program for the project. This exploration program will consist of a series of borings to provide data for design of the proposed improvements.
- **Conduct Utility Locates:** The Consultant will mark the proposed exploration locations and arrange for utility locates using the utility Notification Center. The Consultant will make additional site visits to verify that the proposed locations of the borings are marked as being clear of utilities prior to mobilizing drilling equipment.
- **Generate Geotechnical Subsurface Exploration Plan (SEP):** The Consultant will prepare a SEP the proposed exploration program. The SEP will be submitted to the design team and the Agency for review and approval. The work plan will detail the type, location, and extent of the proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plan will also be used for permitting that may be necessary to access the exploration locations. The Consultant will prepare and submit the Right of Way use permit, including preparation of traffic control plans. The Agency waives any permit fees.
- **Conduct Geotechnical Explorations:** The Consultant will conduct five (5) geotechnical borings along the project corridor to assess the subsurface soil and groundwater conditions along the alignment. The borings will be drilled to depths between 30 to 40 feet below the ground surface. Assumes up to three days required due to limited working hours from 9 am to 3 pm. The geotechnical borings will be logged by an HWA representative. Additional field explorations might be required at a later phase once retaining wall locations are defined. A monitoring well will be installed in one boring to monitor stabilized groundwater conditions following drilling.
- **Generate Boring Logs and Assign Laboratory Testing:** The Consultant will prepare summary boring logs and perform laboratory testing to evaluate the relevant physical properties of the site soils. Laboratory testing will include moisture content, grain-size distribution, and Atterberg Limits depending on the soil conditions.
- **Groundwater Monitoring:** Provided groundwater is encountered in the explorations completed for the project, the consultant will perform groundwater monitoring in one groundwater monitoring well over the duration of one year and interpret the results of the monitoring. This will include installing transducers in the well to obtain readings at intervals of about once every hour. It is anticipated that a temporary lane closure would be needed to obtain the groundwater reading.

3.3 Geotechnical Design Services:

- **Evaluate Field and Laboratory Data:** Based on the borings and the laboratory test results on selected samples, the Consultant will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.
- **Determine AASHTO Design Acceleration Coefficient:** The consultant will use the default seismic site class to assess the design seismic acceleration coefficient needed for

wall design and liquefaction assessment in accordance with the 3rd Edition of the AASHTO Guide Specifications for LRFD Seismic Bridge Design.

- **Evaluate Liquefaction Potential:** The Consultant will evaluate the susceptibility of the subsurface soils to liquefaction along the corridor and assess the potential impacts to the proposed improvements. If significant measures are needed to address liquefaction mitigation, additional effort will be required.
- **Develop Retaining Wall Recommendations:** The Consultant will evaluate and provide input on concept level design of up to 5 retaining structure alternatives. HWA expects that the proposed retaining walls will consist of soldier pile walls, structural earth walls (SEWs), or gravity block walls. Once the preferred retaining alternatives are selected, the Consultant will provide final design recommendations for up to 5 retaining structures along the project alignment. Where soldier pile walls are selected lateral earth pressure diagrams will be generated. The Consultant will evaluate the global stability of the retaining wall structures. Global stability will be evaluated using limit equilibrium methods consistent with the WSDOT Geotechnical Design Manual (GDM).
- **Provide Luminaire and Pedestrian Signal Pole Foundation Design Recommendations:** The Consultant will evaluate the subsurface soils conditions and provide design foundation recommendations for pedestrian signal pole and luminaire pole foundations. Temporary shoring and construction considerations for pole foundations will be provided, as necessary. The Consultant assumes that all foundations will be designed using WSDOT or City of Redmond Standard Plans.
- **Infiltration Screening:** The Consultant will screen the soils and groundwater conditions for infiltration potential along the project alignment. This screening will include evaluating soil grain size analysis and groundwater depths. No pilot infiltration testing will be conducted as part of this scope of work. If this screening results and site geometry identifying areas with potential for onsite infiltration, additional infiltration testing will be necessary under a separate task.
- **Geotechnical Critical Areas Review:** Based on the site likely having greater than 10 feet of vertical relief at slopes greater than 40 percent, the Consultant anticipates that a geologic critical areas evaluation will be required in accordance with the City of Redmond Zoning Code (RZC Chapter 21.64). The Consultant will utilize the site survey to develop site and exploration plans. These plans will identify the sloped areas meeting the definitions of geologically hazardous areas in the City of Redmond critical area code (RZC Chapter 21.64). The consultant will evaluate the proposed improvements and provide conclusions and recommendations for design and construction of the proposed improvements so that they address the requirements of the critical area code. The Consultant will generate a section of their geotechnical report that summarizes the results of their geotechnical critical area study. This report section will include all results of their critical area evaluation to meet the requirements of RZC Chapter 21.64.
- **QA/QC:** All design calculations and recommendations will be reviewed by a senior engineer prior to distribution to the design team or the Agency.

- 3.4 Draft Geotechnical Engineering Report: The Consultant will prepare a draft geotechnical report for the project at the 30% or 60% design milestone. This report will contain the results of the explorations and analyses, including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. Additionally, it will include a summary of nearby historical explorations from our document review. The report will provide geotechnical recommendations for each of the proposed improvements mentioned above.

- 3.5 Final Geotechnical Engineering Report: The Consultant will finalize the geotechnical report at 90% design milestone, incorporating review comments from the design team and the Agency on the draft report.
- 3.6 Plan Review: The Consultant will conduct a plan review at the 60%, 90%, and Final milestones to evaluate that the geotechnical aspects of the project have been incorporated into the project plans.

Assumptions:

- Boring locations will be accessible by a truck or track-mounted drill rig.
- The Consultant will prepare and apply for the ROW Use Permit, all fees will be waived by the City.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual, or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to the Consultant.
- Non-contaminated drilling spoils and related debris will be drummed on-site and transported off-site for disposal by the drilling subcontractor.
- The Consultant assumes no concrete pavement or slab at the drilling locations and assumes that coring will not be required prior to drilling the proposed borings.
- Geotechnical borings conducted through the pavement will be patched with quick drying cement. Saw cutting of the pavement or hot mix asphalt patches will not be required.
- All field work including site reconnaissance, utility locates, and drilling will be accomplished during normal daylight workdays and hours, with at least a minimum 8 hours available per day.
- Boring locations will be located using handheld GPS and measurement from existing known features.
- Groundwater monitoring well(s) installed will be the property of the Agency. Well decommissioning is not included in this estimate and should be incorporated into the project construction documents.
- Infiltration feasibility will be evaluated by grain size analysis. No infiltration testing will be conducted during this task.
- Traffic Control will consist of shoulder closures or single lane closures of multilane roadways. Uniformed police officers may be required for traffic control implementation during the exploration program within 150' of NE 51st Street.
- Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- Following the submittal of the draft geotechnical report, all soil samples will be disposed of. Long-term storage of soil samples by the Consultant is not included.

Deliverables:

- Geotechnical Subsurface Exploration Plan (pdf)
- Draft Geotechnical Engineering Report (pdf)
- Final Geotechnical Engineering Report (pdf)

Task 4 – Environmental Permitting Services-

Environmental permitting services will be completed by GeoEngineers. This task includes NEPA, SEPA and local critical areas permitting support, as well as associated coordination, meetings, and subconsultant task management.

- 4.1 Coordination and Meetings: This subtask includes biologists support during the project. This task includes the following:
- Communication with the project design team, permit agencies and other stakeholders. We anticipate one pre-NEPA meeting with WSDOT, one on-site meeting with permit agencies, and monthly coordination calls with the project design team.
 - Coordinate with WSDOT and City staff to address any comments on NEPA and SEPA documentation
 - Provide design support with regard to environmental constraints, including but not limited to: landscape plans, permit-related design constraints, environmental commitments, and developing proposed design/construction Best Management Practices and Minimization Measures.

Assumed meetings specific to this task include:

- WSDOT (1)
- Permit agencies (1)
- Monthly coordination calls (12)

- 4.2 Data Gathering: This subtask includes review of publicly available data, prior studies and environmental documents provided by the Agency, and a site reconnaissance. The Consultant will complete the following:
- Review prior reports and data provided by Agency staff relevant to the corridor or other adjacent projects in the vicinity of the corridor that may affect or interact with the project.
 - Gather and review publicly available resource agency mapping and distribution data that identifies sensitive areas or habitat. Review Ecology databases identifying potentially contaminated sites.
 - Complete a reconnaissance level site walk to visually observe and document environmental conditions within and adjacent to the project corridor.
 - Contact resource and permitting agencies as needed to identify and discuss the necessary permitting requirements of each agency.
- 4.3 Permitting: Based on our experience with similar pedestrian corridor projects, we anticipate that the project will require the following environmental permit authorizations:
- NEPA review by WSDOT, including Endangered Species Act (ESA) review, National Historic Preservation Act (NHPA) approval, Environmental Justice, and other routine NEPA topics as identified below.
 - State Environmental Policy Act (SEPA) determination from the Agency (online submittal).
 - City of Redmond tree removal permit (online submittal).

The Consultant will complete the following:

- Prepare a draft and final WSDOT NEPA Documented Categorical Exclusion (DCE) form, including appropriate attachments.
- Prepare a Critical Areas Memorandum documenting absence of streams, wetlands, or other sensitive areas within the project area.
- Prepare an Environmental Justice (EJ) memorandum to be submitted with the NEPA DCE form. This memorandum will include an EJ matrix, summarize demographic data in the project area and discuss project impacts.

- Prepare a draft and final SEPA checklist using available project information and the results from our baseline assessment.
- The team will prepare NEPA/SEPA documents after 30% design review and submit concurrent with 60% submittal.

Assumptions:

- The Agency and KPFF will arrange right-of-entry/access to the project area if needed.
- No wetlands or streams will be identified within or adjacent to the project area. The project will not result in any direct impacts to wetlands or streams (e.g., wetland fill). Therefore, permits from the U.S. Army Corps of Engineers and Washington Department of Fish & Wildlife will not be required, and wetland/stream mitigation will not be required.
- A Hazardous Materials report will not be required.
- The project will not result in increases to Pollution Generating Impervious Surfaces (PGIS).
- Although stormwater near NE 51st Street will be rerouted to an existing pipe, the stormwater currently discharges to the Sammamish River via an adjacent wetland and will continue to discharge to the Sammamish River.
- The project will not result in any impacts to federally listed Threatened or Endangered Species or Designated Critical Habitats. A Biological Assessment is not included. Endangered Species Act compliance will be documented on the DCE form in checklist format.
- The project is not within the limits of jurisdiction of the City of Redmond Shoreline Master Program.
- Cultural resources survey and Area of Potential Effects (APE) requests are not included in this task. These items will be completed by another subconsultant (see Task 5) and provided for submittal with the NEPA package.
- Tree removal documentation, replacement and tree removal permitting are not included in this task. These items will be completed by HBB (see Task 7).
- A stormwater summary will be provided by Prime for submittal with the NEPA package.
- There will be one round of revisions of the draft documents before the reports are finalized.
- Permit submittal and all application fees are the responsibility of the applicant and not part of this scope of work or budget proposal.

Deliverables:

- Draft and Final WSDOT NEPA DCE submittal package, including WSDOT DCE form, Vicinity Map, Critical Areas Memorandum, Cultural Resources documentation, stormwater summary, Environmental Justice Memorandum, and other attachments.
- Draft and Final SEPA Environmental Checklist

Task 5– Cultural Resources Services

- 5.1 This Task will not be engaged until after the WSDOT NEPA kick off meeting. There is the potential this scope could be exempted. Project Management, Meetings, and Updates: The project management task includes those internal items necessary for completion of project tasks such as progress meetings, review of invoicing, and monthly progress reports to the client. Up to 2 hours of conference calls and project kick-off meetings are also included in this task.
- 5.2 Definition of APE: Consultant will define the area of potential effects (APE) for the project.

- 5.3 Literature Review and Background Research: Consultant will review the Department of Archaeology and Historic Preservation's (DAHP's) web portal (WISAARD) to determine the presence or absence of previously recorded archaeological sites, aboveground resources, and cultural resource studies located within .5 mi of the APE. In addition, Consultant will conduct background research online, through local repositories, and in its own library, reviewing local histories, historic maps and aerials, photographic collections, historic-period newspapers, and additional sources, as needed, to understand the history of development. Archival research materials will help the consultant establish the context for resources in the project vicinity, confirm the boundaries of listed and eligible resources, and assess the significance of surveyed resources within the APE.
- 5.4 Archaeological Survey and Inventory: Archaeological survey will be conducted by or under the supervision of a Secretary of the Interior (SOI) qualified archaeologist. The archaeologist will conduct an archaeological pedestrian survey within the APE by systematically walking transects spaced no more than 20 meters across all unpaved areas. They will examine exposed soils for evidence of cultural materials.

Subsurface testing will be achieved via the archaeological monitoring of the geotechnical borings described above under Task 3.2. The purpose will be to assess the probability for and identify buried cultural materials. The archaeologist will trowel through or screen available sediment samples and describe observations in daily monitoring logs. Observations include but are not limited to sediment grain size, presence of gravels, evidence of disturbance, and presence of cultural materials. It is anticipated that no archaeological sites will be encountered during the field investigations. If an archaeological site is identified, and it cannot be recorded during the time allotted in the field under this budget, the cost estimate will be revised to cover the additional time needed for recordation.

- 5.5 Draft and Final Reporting: Consultant will prepare a draft and final technical report including a project description, APE definition, regulatory context, methods, background research, field work results, management recommendations, and an inadvertent discovery plan to guide the project should archaeological material be identified during construction. The report will include such tables, maps, photographs, and other graphics as are needed to depict the scope of the study and results. Consultant will be available for teleconferences with the Agency, DAHP or other entities identified by the Agency as necessary, regarding the project and our findings

Assumptions:

- WSDOT is acting as leading federal agency for Section 106 compliance and will be responsible for all consultations with DAHP, Tribes, and other consulting parties.
- No work will proceed on this task until after the WSDOT NEPA kick off meeting to ensure the project does not fall under an exemption.
- No hazardous materials requiring 40-hour HAZWOPER training are present within the area of ground disturbance.
- No archaeological sites will be identified during the survey or monitoring of geotechnical explorations.
- Up to two days of archaeological monitoring will occur during the geotechnical borings.
- Reporting will not include preparation of NEPA or SEPA documentation as that is prepared above in task 4.
- Reporting will not include the preparation of agreement documents (e.g., Memoranda of Agreement).

Deliverables:

- One Draft and one Final Report (PDF format)

Task 6– Public Outreach

Outreach services will be provided by KPFF, Iverson Mobility and HBB. The Consultant team will support the Agency team in public outreach efforts, duration of support anticipated to be a year. Scope will include the following:

- 6.1 Prepare graphics and attend a 2-hour meeting with the Redmond residents Ped/Bike committee upon completion of the preliminary design phase.
- 6.2 Graphics development of up to two (2) project postcards/mailers, provide information to City communications team who will send to residents and stakeholders.
- 6.3 Support one (1) in person open house including, logistics coordination, planning, supporting materials (sign-in sheets, etc.), attendance, note taking, and summary. Assumes consultant attendance, assistance with meeting set-up and breakdown, creation of graphical support materials, note taking, and summary. Develop up to six (6) display boards, including graphics, for sharing project at an open house.

Assumptions:

- Consultant will provide outreach support to Agency.
- Agency will lead the delivery of project mailers. Consultant team will provide content for Agency reproduction and mailing.
- Consultant will not be involved in providing translations.
- Agency will lead all efforts related to Agency website and online content beyond the Consultant provided exhibits/display boards. Consultant may provide additional support if it can be accommodated within the level of effort.
- Open house will be drop-in format and not require a formal presentation.
- All materials will have one (1) draft and one (1) final.

Deliverables:

- Graphics for Ped/Bike Committee meeting
- Up to two (2) project postcard mailers
- One (1) set of open house supporting materials (nametags, sign-in sheets, etc.)
- Up to six (6) Open House Display Boards
- Open House Meeting Summary Memo

Task 7– Preliminary 30% Design

Preliminary design will be provided by KPFF, Concord, Iverson Mobility and HBB. Preliminary design will consist of the following scope of work:

- Prepare preliminary concepts for shared use path improvements through corridor including planter and path layout, retaining wall locations, preliminary grading, curb ramp configurations, and drainage improvements.
- Prepare an arborist report and identify tree impacts and support tree removal permitting and mitigation.
- Prepare a memo outlining retaining wall recommendations.

- Coordinate with affected utility companies. Identify possible utility conflicts with existing overhead or underground utilities based on drawings, records and survey and indicate potential relocations or those to remain and be protected.
- Conduct existing illumination analysis of the corridor and provide illumination analysis for recommended illumination improvements to meet shared use path standards.
- Prepare 30% drawings.
- Prepare estimate of probable cost for improvements.
- Prepare draft stormwater report formatted in accordance with Agency requirements, including project description, existing and proposed conditions, TDAs defined, existing and proposed stormwater management, applicable Minimum Requirements, summary of Minimum Requirements applicable. If project doesn't require FC, Wetland Hydroperiod Analysis isn't necessary and will be removed from scope.
- Provide QA/QC of deliverables.
- Conduct potholing if required for drainage and curb line revisions near NE 51st Street.

Assumptions:

- All deliverables will be submitted via the City's project SharePoint site in PDF format. Draft reports and memos will be submitted in Word format for review.
- Roadway/Shared Use Path 30% plans will include preliminary cross reference for channelization and walls but individual drawing files for these elements will not be added until 60%.
- Lighting analysis will be performed using AGI32 software.
- Only existing City owned roadway streetlight poles on the east side will be maintained, existing PSE owned poles along the east side of 156th through the project corridor will be replaced with new City owned poles. The existing PSE owned light poles on the west side of the roadway will be maintained. New pedestrian-scale light poles will be added to achieve the required light levels along the shared-use path if required.
- The City will provide the existing and proposed .ies files for both roadway and pedestrian-scale light fixtures if available.
- The lighting analysis calculation areas are limited to the roadway and shared-use path configuration that are modified by the project.
- The new City light poles will be powered by the existing service cabinets within the project area. New service cabinet design is excluded.
- Temporary illumination is excluded, it is anticipated the existing light poles can be maintained for temporary lighting.
- Signal modifications at 156th Ave NE & NE 45th St are limited to APS pushbutton and pole replacement design, which will accommodate new ADA curb ramp only. Existing mast arm signal pole and cabinet are assumed to remain in place.
- Signal modifications at 156th Ave NE & NE 51st St include vehicle and bicycle detection design to accommodate new channelization, as well as APS pushbutton design to accommodate new ADA curb ramp. Existing mast arm signal pole and cabinet are assumed to remain in place.
- No impacts are anticipated to the existing HAWK traffic signal at the midblock pedestrian crossing between NE 45th St and NE 51st St.

- Potholing may be required for drainage revisions near NE 51st St, a potholing budget of \$8,000 has been included.

Deliverables:

- 30% Cover Sheet including Vicinity Map and index (1 sheet)
- 30% Roadway/Path Plan (4 sheets)
- 30% Typical Sections (1 sheet)
- 30% Signal Modifications Plan (PPB modifications at NE 45th St at 51st) (3 sheets)
- 30% Illumination Plan (1 note sheet and 4 plan sheets)
- 30% drainage plans (1 sheet)
- 30% Landscape Plan (3 sheets)
- Illumination Calculation Package (AGI32)
- Draft Stormwater Report
- Draft Geotechnical report and wall alternatives
- Prepare preliminary construction cost estimate

Task 8– Final Design – 60% to 100%

Final design includes advancing the preliminary design to final bid documents. This work will include resolving and incorporate review comments from preliminary design and subsequent design review submittals. This scope will not proceed until it is confirmed the adjacent developer ONYX is proceeding forward to construction with the shared use path segment along their frontage just south of NE 51st St. The scope includes providing QA/QC of all design deliverables. This task entails the following scope:

- 8.1 60% Plans preparation
 - 60% Special Provisions
 - 60% Cost Estimate
 - 60% Stormwater Report
 - Responses to 30% comments in City provided comment log
- 8.2 90% Plans preparation
 - 90% Specifications Package
 - 90% Cost Estimate
 - 90% Stormwater Report
 - Responses to 60% comments in City provided comment log
- 8.3 100% Plans Preparation (Draft Advertisement Set)
 - 100% Specifications Package
 - 100% Cost Estimate
 - 100% Stormwater Report
 - 100% Lighting Analysis Memo and Calculations Package

Responses to 90% comments in City provided comment log

Assumptions:

- This scope and 60% design will not proceed until it is confirmed the ONYX shared use path frontage design for their north phase is proceeding to construction.
- The Consultant will provide the technical Special Provisions and assemble the bid package using Agency provided front end Division 0 and 1 templates conforming to the most recent WSDOT specifications.
- The Consultant will provide Division 2-9 and all required appendices.
- The illumination final design includes voltage drop calculations for the new lights. New lighting circuits are assumed to be connected to the existing lighting system.
- The scope of work does not include urban design elements such as benches, decorative concrete paving, etc. Those could be added as an additional service.
- All deliverables will be provided and submitted via the City's project SharePoint site in PDF format. The specifications will be provided in Word format. The engineer's cost estimate will be provided in Excel format.
- The illumination final design includes voltage drop calculations for the new lights. New lighting circuits are assumed to be connected to existing City owned electrical service cabinets.
- Total combined length of retaining walls will be no more than approximately 1200 lineal feet.
- Number of retaining wall types used will be no more than two.
- 60% Stormwater Report to include full report for review including upstream and downstream analysis, exhibits of surface areas, flow charts (MRs and MR#5) showing project requirements, and calculations as needed.

Deliverables:

- Cover Sheet including Vicinity Map and index (1 sheet)
- General Notes, Legend, and Abbreviations
- Site Preparation and Erosion Control plan (3 sheets)
- Roadway Plan (3 sheets)
- Typical Sections (1 sheet)
- Grading Enlargements (2 sheets)
- Drainage and Utility Plans (3 sheets)
- Drainage profiles and details (2 sheet)
- Traffic Signal Modification Plans and Details (7 Sheets: 1 general note sheet, 2 plan sheets, 1 detection plan sheet, and 3 detail sheets)
- Illumination Plans and Details (8 sheets: 1 note sheet, 4 plan sheets, and 3 detail sheets)
- Retaining Wall Plans and Elevations (5 sheets)
- Retaining Wall Sections, Details and Schedules (6 sheets)
- Striping and Signage plans (4 sheets)
- Traffic Control Plans (7 sheets)

- Planting Plans (3 sheets)
- Planting Schedule and Details (3 sheets)
- Irrigation Plans (3 sheets)
- Irrigation Schedule and Details (3 sheets)
- Estimates of probable cost
- Special Provisions
- Final Stormwater Report
- Final geotechnical report
- Final Lighting Analysis Memorandum
- Illumination Calculation Package (AGI32 and voltage drop calculations)
- Right of Way Plans (3 sheets)

Task 9– Advertising and Bidding

- 9.1 Finalize Contract Documents for Advertisement (plans and specifications package)
- 9.2 Provide engineers estimate of construction costs
- 9.3 Respond to bidders' questions
- 9.4 Prepare Addendums if needed

Deliverables:

- Bid Documents (plans and specifications)
- Engineers Bid Estimate
- Responses to bidders' questions and Addendum's as needed

Assumptions:

- The City will prepare addendums for distribution during the bidding process.
- The City will prepare the bid tabulation.
- The City will determine if the bids are responsive or not.
- The City will track bid questions and communicate with bidders.

Task 10– Right of Way

Perform the following scope to support the acquisition of temporary and permanent property rights. While no fee acquisitions are anticipated, wall maintenance easements and temporary construction easements are anticipated.

- 10.1 Obtain right of entry for 3 residences and 2 commercial apartment properties to support survey, geotechnical and environmental work.

- 10.2 Title Services: Conduct final review of up to five (5) title reports to assess type of ownership structure, existing encumbrances including access easements and potential conflicts from utility encumbrances, etc., that may require subordination agreements, reconveyances, etc., or pose obstacles or delays to the acquisition closing process. Coordinate with the City in assessing risk of existing parcel encumbrances and exceptions as they apply to the proposed acquisition on the parcel. Make recommendations regarding title encumbrances and exceptions in coordination with the City.
- 10.3 Valuation Services: Following review of the right-of-way plan, prepare a right of way funding estimate and coordinate with a state licensed and WSDOT approved appraiser to prepare appraisals for up to five (5) parcels. This scope of work assumes appraisals for five (5) parcels. Waiver valuations will be used for any acquisitions that are uncomplicated and valued under \$35,000.
- 10.4 Owner Negotiation: Perform property acquisition negotiation services for up to five (5) parcels for the project.
- Prepare a letter of introduction to property owners.
 - Prepare offer and conveyance documents and submit offer packages for review by City and the governing funding agency, if applicable, utilizing WSDOT Local Agency forms or equivalent.
 - Submit offer packages to WSDOT Local Agency for review and approval.
 - Promptly present offers and negotiate in good faith with property owners to acquire necessary real property rights.
 - Set up and maintain complete real property acquisition files for each impacted tax parcel or larger parcel.
 - Conduct a minimum of three (3) significant and meaningful contacts with each property owner before recommendation of impasse in negotiations. Prepare Administrative Settlement Justification statements as needed. Provide written notice to the City of impasse in negotiations. Provide written notice to the City of recommendation for condemnation, if applicable.
- 10.5 Closing Services: Conduct comprehensive checklist reviews for each acquisition file to support City's acquisition file review.
- Provide closing services to property owners.
 - Submit signed conveyance documents with requests for payment and other supporting documents including signed W-9(s) and Excise Tax Affidavits, as applicable to the City for document recording and payment processing.
 - Prepare payment vouchers for title clearing charges and submit to the City to process payment.
- 10.6 Certification: Assemble the project's final parcel files and draft the supporting certification memo and property interest's summary. Will maintain constant contact with the local WSDOT LPA coordinator throughout the project, follow the WSDOT LAG manual and Uniform Act guidelines, and use the prescribed right-of-way documents with as little deviation as possible.

Assumptions:

- No fee acquisition will be acquired only wall maintenance easements and temporary construction easements.

- The permanent location of walls will be situated on city ROW or previously acquired property.
- Title reports will be acquired by Consultant team as part of Task 2 - Surveying
- All processes and ROW negotiations will meet WSDOT local programs requirements for federal funding.
- Process will follow federal requirements for property acquisitions.
- All forms and documents shall comply with WSDOT standards and in accordance with statutory requirements.
- The Consultant will transmit the signed conveyance documents and payment requests to the City for approval and processing.
- The City will record conveyance documents and make payment for any and all compensation payments to property owners. The City will pay for all fees charged by trustees, and/or beneficiaries to clear encumbrances of record and other closing costs such as title policies, recording fees, and escrow fees if applicable.

Deliverables:

- Right of Entry agreements
- Title Summaries and Updated Title Summaries, draft and final (electronic copies)
- Appraisals or waiver valuations.
- Requests for Payment supported by a signed a W-9 and other documents required to process payment.
- Right of Way funding estimate and AOS reports
- Electronic copy of complete real property acquisition files for the project and all original, signed conveyance documents required for recording and any other original documents required to comprise a complete property acquisition record.

Exhibit B
DBE Participation Plan

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

See attached DBE Plan

Exhibit B

**City of Redmond
156th Shared Use Path Project**

DBE Participation Plan

The City of Redmond has received federal funding for this project. Local agencies when participating in programs funded in whole or in part with federal funds must adhere to Washington State Department of Transportation’s Disadvantaged Business Enterprise (DBE) program.

The purpose of the DBE Program is to provide equal opportunity to minorities and women in contracting and WSDOT has developed guidelines and procedures to ensure that DBEs have an equitable opportunity. WSDOT has assigned a 19% DBE participation goal for this project.

KPFF proposes to exceed the 19% DBE goal requirement for the project funding by partnering with the following qualified DBE firms to accomplish specific key aspects of the project:

Partner Firm	Certification	Role/Responsibility	Approx Budget	Anticipated %
HWA GeoSciences	DBE: D5F0024692	Geotechnical Engineering	\$100,000	11%
Concord Engineering	DBE: D4F0022699	Traffic signals/illumination	\$100,000	11%
HBB	DBE: D2F0008876	Landscape Architecture	\$75,000	8%
RES	DBE: D4F0023741	Right of Way	\$65,000	7%
		Total=	\$340,000	37%

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Redmond Datum Control, State Plan Coordinate System
Format: Basemap in AutoCAD/Civil3D 2023, including 3D topographic surface
Transmission: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTOI, WSDOT Design Manual
Format: AutoCAD/Civil3D 2023
Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format
Format: AutoCAD/Civil3D 2023
Transmission: FTP, CD, Email, SharePoint

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

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

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

All deliverables outlined in Scope of Work Exhibit A, including drawings, specifications, calculations, reports and supporting documents.

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

Agency furnished services and information outlined in Scope of Work Exhibit A

II. Any Other Electronic Files to Be Provided

Excel Spreadsheets
Word Documents
PDFs
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, Consultant will maintain a
OneDrive/SharePoint site for access to files

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Exhibit D

Consultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
 Project Number: 2415
 Consultant: KPFF Consulting Engineers

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 149.22%	Fee (Profit) 30.55%	Total Hourly Rate	Total
Principal	200	\$ 85.00	\$126.84	\$25.97	\$237.81	\$ 47,562.00
Project Manager		\$ 85.00	\$126.84	\$25.97	\$237.81	\$ -
Senior Engineer 2		\$ 75.00	\$111.92	\$22.91	\$209.83	\$ -
Senior Engineer 1	270	\$ 70.00	\$104.45	\$21.39	\$195.84	\$ 52,876.80
Project Engineer	220	\$ 65.00	\$96.99	\$19.86	\$181.85	\$ 40,007.00
Design Engineer	300	\$ 55.00	\$82.07	\$16.80	\$153.87	\$ 46,161.00
Senior CAD	165	\$ 60.00	\$89.53	\$18.33	\$167.86	\$ 27,696.90
Project Coordinator	45	\$ 41.00	\$61.18	\$12.53	\$114.71	\$ 5,161.95
Principal (Structural)	4	\$ 85.00	\$126.84	\$25.97	\$237.81	\$ 951.24
Senior Structural Engineer	80	\$ 90.00	\$134.30	\$27.50	\$251.80	\$ 20,144.00
Structural Project Engineer	190	\$ 65.00	\$96.99	\$19.86	\$181.85	\$ 34,551.50
Structural Design Engineer	220	\$ 50.00	\$74.61	\$15.28	\$139.89	\$ 30,775.80
Senior CAD Structural	180	\$ 55.00	\$82.07	\$16.80	\$153.87	\$ 27,696.60
Principal (Survey)	18	\$ 85.00	\$126.84	\$25.97	\$237.81	\$ 4,280.58
Senior Project Surveyor	32	\$ 65.00	\$96.99	\$19.86	\$181.85	\$ 5,819.20
Project Surveyor	30	\$ 55.00	\$82.07	\$16.80	\$153.87	\$ 4,616.10
Survey Crew Chief	50	\$ 50.00	\$74.61	\$15.28	\$139.89	\$ 6,994.50
Survey Instrument Person	44	\$ 40.00	\$59.69	\$12.22	\$111.91	\$ 4,924.04
Survey CAD	55	\$ 50.00	\$74.61	\$15.28	\$139.89	\$ 7,693.95
Total Hours	2,103				Subtotal:	\$ 367,913.16
REIMBURSABLES						
Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						
Potholing						\$8,000
Title Reports						\$4,000
					Subtotal:	\$12,000
SUBCONSULTANT COSTS (See Exhibit E)						
Concord Engineering						\$123,638.47
Cultural Resource Consultant						\$5,485.75
GeoEngineers						\$24,258.92
HBB Landscape Architecture						\$81,737.12
HWA Geosciences						\$113,684.08
Iverson Mobility Solutions						\$39,976.91
RES Group NW						\$80,949.88
					Subtotal:	\$469,731.13

Total: \$849,644.29

Management Reserve: \$50,355.71

GRAND TOTAL: \$900,000.00

Exhibit E

Sub-consultant Cost Computations

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

See attached Exhibit E

EXHIBIT E

Subcontracted Work

Project Name: 156th Ave NE Shared Use Path
Project Number: 2415
Consultant: KPFF Consulting Engineers

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

Subconsultant	Work Description	Amount
Concord Engineering	Traffic Signals	\$123,638.47
Cultural Resource Consultant	Cultural Resources	\$5,485.75
GeoEngineers	Enviornmental Permitting	\$24,258.92
HBB Landscape Architecture	Landscape Architect	\$81,737.12
HWA Geosciences	Geotechnical Engineer	\$113,684.08
Iverson Mobility Solutions	Striping/Signage	\$39,976.91
RES Group NW	Right of Way	\$80,949.88
	Total:	\$469,731.13

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path

Project Number: 2415

Subconsultant: Concord

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 102.22%	Fee (Profit) 30.55%	Total Hourly Rate	Total
Senior Engineer 5	90	\$ 94.00	\$96.09	\$28.72	\$218.81	\$ 19,692.90
Senior Engineer 2	134	\$ 78.00	\$79.73	\$23.83	\$181.56	\$ 24,329.04
Associate Engineer 2	300	\$ 58.00	\$59.29	\$17.72	\$135.01	\$ 40,503.00
Associate Engineer 1	380	\$ 42.00	\$42.93	\$12.83	\$97.76	\$ 37,148.80
CAD Manager	6	\$ 66.00	\$67.47	\$20.16	\$153.63	\$ 921.78
Project Coordinator 3	11	\$ 38.00	\$38.84	\$11.61	\$88.45	\$ 972.95
Total Hours	921				Subtotal:	\$ 123,568.47
REIMBURSABLES						
Mileage						\$70
Reproduction (copies, plots, etc.)						
Miscellaneous						
					Subtotal:	\$70

Total: \$123,638.47

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
 Project Number: 2415
 Subconsultant: Cultural Resource Consultants

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 104.17%	Fee (Profit) 30.55%	Total Hourly Rate	Total
Principal Investigator	4	\$ 67.00	\$69.79	\$20.47	\$157.26	\$ 629.04
Project Manager	6	\$ 43.25	\$45.05	\$13.21	\$101.51	\$ 609.06
Project Archaeologist II	32	\$ 37.50	\$39.06	\$11.46	\$88.02	\$ 2,816.64
Project Archaeologist III	0	\$ 36.00	\$37.50	\$11.00	\$84.50	\$ -
Field Archaeologist I	16	\$ 28.50	\$29.69	\$8.71	\$66.90	\$ 1,070.40
Admin & Financial	3	\$ 44.25	\$46.10	\$13.52	\$103.87	\$ 311.61
Total Hours	61				Subtotal:	\$ 5,436.75
REIMBURSABLES						
Mileage						\$49
Reproduction (copies, plots, etc.)						
Miscellaneous						
					Subtotal:	\$49

Total: \$5,485.75

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
 Project Number: 2415
 Subconsultant: GeoEngineers

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead		Fee (Profit)		Total Hourly Rate (Not to Exceed)	Total
			201.36%	30.55%	30.55%	30.55%		
Principal	0	\$ 95.01	\$191.31	\$29.03	\$315.35	\$ -		
Associate	14	\$ 82.96	\$167.05	\$25.34	\$275.35	\$ 3,854.90		
Senior Scientist	44	\$ 74.70	\$150.42	\$22.82	\$247.94	\$ 10,909.36		
Project Scientist	24	\$ 57.70	\$116.18	\$17.63	\$191.51	\$ 4,596.24		
Staff Scientist 3	0	\$ 45.44	\$91.50	\$13.88	\$150.57	\$ -		
Staff Scientist 2	8	\$ 42.78	\$86.14	\$13.07	\$141.99	\$ 1,135.92		
Staff Scientist 1	0	\$ 38.00	\$76.52	\$11.61	\$126.13	\$ -		
GIS Analyst	0	\$ 48.85	\$98.36	\$14.92	\$162.13	\$ -		
CAD Designer	8	\$ 52.98	\$106.68	\$16.19	\$175.85	\$ 1,406.80		
Admin 3	15	\$ 45.97	\$92.57	\$14.04	\$152.58	\$ 2,288.70		
Admin 2	0	\$ 40.21	\$80.97	\$12.28	\$133.24	\$ -		

Total Hours	113	Subtotal:	\$ 24,191.92
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REIMBURSABLES

Mileage		\$67
Reproduction (copies, plots, etc.)		
Miscellaneous		
Subtotal:		\$67

Total: \$24,258.92

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
 Project Number: 2415
 Subconsultant: HBB Landscape Architecture

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 116.62%	Fee (Profit) 30.55%	Total Hourly Rate	Total
Principal	26	\$ 98.00	\$114.29	\$29.94	\$242.23	\$ 6,297.98
Project Manager	81	\$ 82.00	\$95.63	\$25.05	\$202.68	\$ 16,417.08
Design Staff	78	\$ 58.00	\$67.64	\$17.72	\$143.36	\$ 11,182.08
Computer Tech	351	\$ 41.00	\$47.81	\$12.53	\$101.34	\$ 35,570.34
Business Management	12	\$ 72.00	\$83.97	\$22.00	\$177.97	\$ 2,135.64
Admin	0	\$ 45.00	\$52.48	\$13.75	\$111.23	\$ -
Total Hours	548				Subtotal:	\$ 71,603.12
REIMBURSABLES						
Mileage						\$300
Reprographics						\$9,834
Miscellaneous						
					Subtotal:	\$10,134

Total: \$81,737.12

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
 Project Number: 2415
 Subconsultant: HWA Geosciences

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead		Fee		Total Hourly Rate	Total
			187.24%	30.55%	(Profit)	30.55%		
Principal IX	4	\$ 112.00	\$209.71	\$34.22	\$355.93	\$	1,423.72	
Geotechnical Engineer VIII	34	\$ 100.00	\$187.24	\$30.55	\$317.79	\$	10,804.86	
Geotechnical Engineer VII	10	\$ 90.00	\$168.52	\$27.50	\$286.02	\$	2,860.20	
Geotechnical Engineer VI	0	\$ 75.00	\$140.43	\$22.91	\$238.34	\$	-	
Geotechnical Engineer V	102	\$ 70.00	\$131.07	\$21.39	\$222.46	\$	22,690.92	
Geotechnical Engineer IV	0	\$ 62.00	\$116.09	\$18.94	\$197.03	\$	-	
Geotechnical Engineer III	150	\$ 53.00	\$99.24	\$16.19	\$168.43	\$	25,264.50	
Geotechnical Engineer II	0	\$ 48.00	\$89.88	\$14.66	\$152.54	\$	-	
Geotechnical Engineer I	0	\$ 44.00	\$82.39	\$13.44	\$139.83	\$	-	
Geologist VIII	0	\$ 90.00	\$168.52	\$27.50	\$286.02	\$	-	
Geologist VII	0	\$ 80.00	\$149.79	\$24.44	\$254.23	\$	-	
Geologist VI	0	\$ 63.00	\$117.96	\$19.25	\$200.21	\$	-	
Geologist V	2	\$ 56.00	\$104.85	\$17.11	\$177.96	\$	355.92	
Geologist IV	0	\$ 53.00	\$99.24	\$16.19	\$168.43	\$	-	
Geologist III	8	\$ 45.00	\$84.26	\$13.75	\$143.01	\$	1,144.08	
Geologist II	0	\$ 38.00	\$71.15	\$11.61	\$120.76	\$	-	
Geologist I	0	\$ 35.00	\$65.53	\$10.69	\$111.22	\$	-	
Hydrogeologist V	0	\$ 65.00	\$121.71	\$19.86	\$206.57	\$	-	
Hydrogeologist IV	0	\$ 60.00	\$112.34	\$18.33	\$190.67	\$	-	
CAD	18	\$ 40.00	\$74.90	\$12.22	\$127.12	\$	2,288.16	
Administrative Support	0	\$ 38.00	\$71.15	\$11.61	\$120.76	\$	-	
Contracts Administration	14	\$ 55.00	\$102.98	\$16.80	\$174.78	\$	2,446.92	
Total Hours	342				Subtotal:	\$	69,279.28	

REIMBURSABLES

Mileage	\$227.80
Field Supplies	\$100.00
GPS Unit	\$150.00
Water Level	\$120.00
Piezometer Rental	\$1,300.00
Geotechnical Laboratory Testing	
Natural Moisture Content	\$300.00
Combined Sieve & Hydrometer Analysis	\$2,800.00
Atterberg Limits	\$1,060.00
Fines Content	\$460.00
Sieve Analysis, Wet	\$700.00
Drilling Subcontractor - 3 day with one well install	\$13,500.00
Private Utility Locator	\$1,280.00
Traffic Control - 2 Days	\$7,500.00
Traffic Control - Groundwater monitoring	\$6,000.00
Traffic Control Plans	\$3,000.00
Uniformed Police Officers	\$4,000.00
Subconsultants Mark-ups (10%)	\$1,907.00
Subtotal:	\$44,404.80

Total: \$113,684.08

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
 Project Number: 2415
 Subconsultant: Iverson Mobility Solutions

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 120.00%	Fee (Profit) 30.55%	Total Hourly Rate	Total
Project Engineer	219	\$ 71.40	\$85.68	\$21.81	\$178.89	\$ 39,176.91
Total Hours	219				Subtotal:	\$ 39,176.91
REIMBURSABLES						
Travel						\$800
					Subtotal:	\$800

Total: \$39,976.91

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
 Project Number: 2415
 Subconsultant: RES Group NW

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 72.33%	Fee (Profit) 30.55%	Total Hourly Rate	Total
Principal	368	\$ 75.00	\$54.25	\$22.91	\$152.16	\$ 55,994.88
ROW Technician 2	0	\$ 38.00	\$27.49	\$11.61	\$77.10	\$ -
ROW Agent	0	\$ 43.00	\$31.10	\$13.14	\$87.24	\$ -
Total Hours	368				Subtotal:	\$ 55,994.88
REIMBURSABLES						
Mileage						\$280
Postage						\$175
Appraisals						\$24,500
					Subtotal:	\$24,955

Total: \$80,949.88

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Mayor or Mayor Designee

Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. AM No. 25-033
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director of Planning and Community Development
Public Works	Vangie Garcia	Deputy Director of Public Works
Planning and Community Development	Michael Hintze	Transportation Planning Manager
Public Works	Paul Cho	Engineering Manager
Planning and Community Development	Micah Ross	Senior Engineer
Public Works	Adnan Shabir	Senior Engineer

TITLE:

Acceptance of Grant funding for the 154th Ave Pavement Management (Redmond Way to NE 85th Street) Project, in the Amount of \$1,445,000

OVERVIEW STATEMENT:

The City has been awarded \$1,445,000 in grant funding through PSRC for the 154th Ave Pavement Management Project. Council is asked to accept the grant funding and authorize the Mayor to sign the Local Agency Agreement (LAA) with WSDOT for the disbursement of federal funds.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan
- **Required:**
RCW 35A.11.040 requires Council approval to accept grant funds

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

OUTCOMES:

The grant funding will allow the City to complete the design and construction of the 154th Ave Pavement Management project from Redmond Way to NE 85th Street.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Outreach will be included during the design phase of the project.
- **Outreach Methods and Results:**
Project web page will be updated during the design phase, and coordination with impacted properties will take place prior to construction activities.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

Total Cost: \$1,688,022

Grant Funding: \$1,445,000

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

Budget Offer Number:

0000384-Transportation Capital CIP

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

Transportation Benefit District, Grant

Budget/Funding Constraints:

Federal funds must be obligated by June 1, 2025

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
March 4, 2025	Committee of the Whole-Planning and Public Works	Provide direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	None proposed at this time	N/A

Time Constraints:

Federal funds must be obligated by June 1, 2025

ANTICIPATED RESULT IF NOT APPROVED:

Grant funds would be returned, project may be cancelled or delayed.

ATTACHMENTS:

- Attachment A: Project Information Sheet
- Attachment B: Grant Award Letter

CIP Project Information Sheet

Project Name: Pavement Management - 154th Ave NE (Redmond Way to NE 85th St.)

Project Status: Existing

Functional Area(s): Planning, Transportation

Relevant Plan(s): Transportation Master Plan, ADA Transition Plan

Neighborhood: Downtown

Time Frame: 2024 - 2027

Budget Priority: Vibrant and Connected

Citywide Rank: 53

Functional Area Priority: High

Location: 154th Ave NE from Redmond Way to NE 85th Street

Description:

Asphalt overlay of 1.45 lane-miles with full depth repairs with associated channelization.

Anticipated Outcomes: *Primary:* Asset Protection *Secondary:* Rehabilitation

Finished pavement will have a Pavement Condition Index (PCI) score of 90 or higher. With proper maintenance, pavement is expected to last 20 years.

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

Project was added to CIP with Council approval outside of previous budget process.

Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	\$31,127	\$192,916	\$1,028,641	\$435,337					\$1,688,022
Approved Changes									
Current Approved Budget	\$31,127	\$192,916	\$1,028,641	\$435,337					\$1,688,022
Proposed New Budget	\$23,944	\$200,102	\$732,365	\$731,611					\$1,688,022
Proposed changes due to	___ Scope Change	___ Schedule Change	___ Budget Change						

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	\$23,944	\$47,890							\$71,834
Right of Way		\$18,418							\$18,418
Design (31-100%)		\$82,092	\$205,230						\$287,322
Construction			\$358,127	\$562,777					\$920,904
Contingency		\$51,702	\$169,008	\$168,834					\$389,544
Total	\$23,944	\$200,102	\$732,365	\$731,611					\$1,688,022

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost									

Explanation:

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Transportation Benefit District	\$23,944	\$219,078		\$243,022
Grant		\$1,445,000		\$1,445,000
Total	\$23,944	\$1,664,078		\$1,688,022





Puget Sound Regional Council

1011 WESTERN AVENUE, SUITE 500 \ \ \ SEATTLE, WA 98104-1035 \ \ \ psrc.org \ \ \ 206-464-7090

November 10, 2022

The Honorable Angela Birney
City of Redmond
PO Box 97010
Redmond, WA 98073-9710

Dear Mayor Birney:

Congratulations! I'm pleased to let you know that the City of Redmond is receiving \$1,445,000 in PSRC funding for the following project:

PROJECT	AWARD AMOUNT	FUNDING SOURCE	FUNDING DEADLINE
Pavement Management Project - 154th Avenue (Redmond Way to 85th Street)	\$315,000	FHWA	June 1, 2025
	\$1,130,000	FHWA	June 1, 2026

The projects are part of a \$5.4 billion Regional Transportation Improvement Program for 2023-2026 that was adopted by PSRC's Executive Board in October. Final approval by the Governor and federal funding agencies is expected in early 2023. This program includes a wide variety of investments over the next four years, addressing the needs of transit, state and local roadways, bicycle and pedestrian facilities, maintenance and preservation, and others.

Your project performed well in PSRC's merit-based project selection process, which identifies priority projects that will improve local and regional mobility and help achieve our long-range Regional Transportation Plan. Kudos to you and your staff for securing this funding.

Thank you and your team for continuing to provide essential services to your community throughout the pandemic. I look forward to continuing to partner with you on efforts to help the region thrive for the long term.

Sincerely,

Josh Brown
Executive Director, Puget Sound Regional Council

*Thanks for your amazing regional leadership Mayor!
JTB*

cc: Robert Agnew, Program Administrator
Carol Helland, Director, Planning & Community Development



Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. AM No. 25-034
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	(425) 556-2768
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DEPARTMENT STAFF:

Public Works	Chris Stenger	Deputy Director
Public Works	Aaron Moldver	Environmental Programs Manager
Public Works	Peter Holte	Senior Planner

TITLE:

Acceptance of the High School Creek Watershed Stormwater Retrofit Planning Grant, in the Amount of \$338,603, from the Washington Department of Ecology

OVERVIEW STATEMENT:

The City has been awarded \$338,603 from the Washington Department of Ecology through the Stormwater Financial Assistant Program (SFAP) to create a stormwater facility retrofit plan for the High School Creek Watershed.

Funds from this grant will be used to hire a consultant to evaluate and complete preliminary designs for four retrofit construction projects that will improve the performance of existing stormwater management facilities in the High School Creek Watershed. These retrofit projects will help improve habitat conditions and water quality in High School Creek.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Environmental Sustainability Action Plan
Utility Strategic Plan
Watershed Management Plan

- **Required:**
Grant-funded deliverables will be used to meet an NPDES Permit requirement.

- **Council Request:**

NA

• **Other Key Facts:**

The City of Redmond’s Watershed Management Plan identifies the High School Creek Watershed as a priority for restoration within the City. The Retrofit Plan produced by this effort will be used to meet requirements in the 2024-2029 NPDES Permit and will inform the City’s CIP budgeting process. The Retrofit Plan will also enable the City to apply for additional grants from the Washington State Department of Ecology to complete final project designs and project construction.

OUTCOMES:

- Identification of four viable stormwater facility retrofit projects that will improve the City’s stormwater management in the High School Creek Watershed.
- Compliance with NPDES watershed planning requirements.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• **Timeline (previous or planned):**

The Retrofit Plan development schedule includes broad-based outreach to people living and working in the watershed during the initial planning stages and more focused outreach to individuals living or working near selected project sites at later stages.

• **Outreach Methods and Results:**

TBD

• **Feedback Summary:**

NA

BUDGET IMPACT:

Total Cost:

The budget for plan development is \$398,356.47. The grant award is \$338,603.00 and the City match required is \$59,753.47.

Approved in current biennial budget:

Yes

No

N/A

Budget Offer Number:

0000268

Budget Priority:

Healthy and Sustainable

Other budget impacts or additional costs:

Yes

No

N/A

If yes, explain:

The timing of the grant award did not align with the City’s budget development schedule, so the grant was not included in the current budget. The award will be added to the Stormwater Utility Fund as a budget amendment.

The grant requires a grant match from the City of \$59,753.47.

Funding source(s):

The City’s grant match comes from City Stormwater Utility Funds

Budget/Funding Constraints:

Grant funds must be used in accordance with the SFAP grant agreement.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/4/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Time Constraints:

The grant agreement expires January 31, 2027.

ANTICIPATED RESULT IF NOT APPROVED:

The City would have to pay for the planning efforts needed to continue implementing the Redmond Watershed Management Plan and respond to NPDES watershed planning requirements.

ATTACHMENTS:

Attachment A: High School Watershed Planning Grant Agreement



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. WQC-2025-RedmPW-00052

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF REDMOND - PUBLIC WORKS DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Redmond - Public Works Department, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	High School Creek Watershed CIP Planning
Total Cost:	\$398,356.47
Total Eligible Cost:	\$398,356.47
Ecology Share:	\$338,603.00
Recipient Share:	\$59,753.47
The Effective Date of this Agreement is:	07/01/2024
The Expiration Date of this Agreement is no later than:	01/31/2027
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in High School Creek in the City of Redmond by identifying stormwater retrofit projects to be included in the RECIPIENT’S Capital Improvement Project (CIP) Plan. The RECIPIENT will identify and prioritize locations where stormwater treatment or flow control facilities may be constructed. The RECIPIENT will develop conceptual designs for four priority projects.

Project Long Description:

High School Creek is the unofficial name the RECIPIENT uses in reference to a stream in north Redmond that originates at Redmond High School, flows north to the city boundary at NE 124th Street, and then flows west along the city boundary into the Sammamish River. The officially unnamed creek is on Washington’s 303(d) List for impaired primary contact recreation designated uses due to high concentrations of fecal coliform bacteria.

Agreement No: WQC-2025-RedmPW-00052
Project Title: High School Creek Watershed CIP Planning
Recipient Name: City of Redmond - Public Works Department

Approximately 642 acres of the 1,686-acre High School Creek watershed are within the City of Redmond. The remainder of the watershed is in unincorporated King County. Land use in the watershed is primarily single-family housing (69 percent) with some multi-family housing and Redmond High School interwoven with forested green space. In approximately 60 percent of the watershed, stormwater is controlled by older flow control facilities that do not meet current performance standards. Approximately 28 percent of those existing facilities do not meet current standards for basic treatment. The RECIPIENT conducted a preliminary review of existing water quality data which indicated phosphorus, nitrogen, and fecal coliform bacteria as the primary pollutants contributing to low Water Quality Index scores for High School Creek. Research and analysis conducted during the development of the 2013 City of Redmond Watershed Management Plan, as well as during the Plan's 2022 update, indicate that high energy flows from impervious surfaces are transporting pollutants and causing erosion resulting in poor water quality in High School Creek.

Using a Geographic Information System (GIS) and other available resources, the RECIPIENT will evaluate stream flow, water quality, and land use data, as well as drainage reports created during private development projects, to identify potential locations where stormwater treatment or flow control facilities may be constructed in the future. The RECIPIENT will gather public input and use a prioritization process to identify four facilities for conceptual designs.

Overall Goal:

This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2025-RedmPW-00052
Project Title: High School Creek Watershed CIP Planning
Recipient Name: City of Redmond - Public Works Department

RECIPIENT INFORMATION

Organization Name: City of Redmond - Public Works Department

Federal Tax ID: 91-6001492
UEI Number: XK1UCKFKU3N9

Mailing Address: PO Box 97010
Redmond, WA 98073-9710

Physical Address: 15670 NE 85 St.
Redmond, Washington 98052

Organization Email: cbeam@redmond.gov

Contacts

Agreement No: WQC-2025-RedmPW-00052
 Project Title: High School Creek Watershed CIP Planning
 Recipient Name: City of Redmond - Public Works Department

<p>Project Manager</p>	<p>Peter Holte Senior Planner</p> <p>MS: 2NPW PO Box 97010 Redmond, Washington 98073-9710 Email: pholte@redmond.gov Phone: (425) 556-2822</p>
<p>Billing Contact</p>	<p>Ehneetin Brarqwel Capital and Grant Analyst</p> <p>15670 NE 85 St. Redmond, Washington 98052 Email: ebrarqwel@redmond.gov Phone: (425) 556-2429</p>
<p>Authorized Signatory</p>	<p>Angela Birney Mayor</p> <p>15670 NE 85 St. Redmond, Washington 98052 Email: mayor@redmond.gov Phone: (425) 556-2429</p>

Agreement No: WQC-2025-RedmPW-00052
 Project Title: High School Creek Watershed CIP Planning
 Recipient Name: City of Redmond - Public Works Department

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Lisa Rodgers</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: liro461@ecy.wa.gov Phone: (425) 229-5512</p>
<p>Financial Manager</p>	<p>Joe Kinerk Stormwater Financial Manager</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: joek461@ecy.wa.gov Phone: (360) 742-2875</p>
<p>Technical Advisor</p>	<p>Julian Sung</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: JSUN461@ecy.wa.gov Phone: (360) 529-7611</p>

Agreement No: WQC-2025-RedmPW-00052
 Project Title: High School Creek Watershed CIP Planning
 Recipient Name: City of Redmond - Public Works Department

SCOPE OF WORK

Task Number: 1 **Task Cost: \$16,000.00**

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

Agreement No: WQC-2025-RedmPW-00052
 Project Title: High School Creek Watershed CIP Planning
 Recipient Name: City of Redmond - Public Works Department

SCOPE OF WORK

Task Number: 2 **Task Cost: \$8,000.00**

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

A. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

B. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

C. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

D. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2025-RedmPW-00052
 Project Title: High School Creek Watershed CIP Planning
 Recipient Name: City of Redmond - Public Works Department

Cultural and Environmental Review, and Permitting

Deliverables

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

Agreement No: WQC-2025-RedmPW-00052
 Project Title: High School Creek Watershed CIP Planning
 Recipient Name: City of Redmond - Public Works Department

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$181,356.47

Task Title: Site Identification and Prioritization

Task Description:

The RECIPIENT will review data, identify and fill data gaps, and conduct GIS and field screening processes with the purpose of identifying, then narrowing the list of potential locations and retrofit facility types. The RECIPIENT will complete the following activities:

A. The RECIPIENT will gather information from existing GIS data, public and private development project drainage reports, staff interviews, historical field reconnaissance records, surface water monitoring data, and other resources. The RECIPIENT will conduct parcel-level screening to identify potential retrofit sites, including but not limited to:

1. Presence of existing stormwater facilities
2. Property ownership
3. Drainage area
4. Upstream land use
5. Soils/geology
6. Groundwater depth
7. Topography

The RECIPIENT will produce a list of 10-15 potential sites. The RECIPIENT will develop a map of areas with existing water quality and flow control treatment and determine the standards to which those facilities were designed.

B. The RECIPIENT will conduct field evaluations of the potential sites to determine feasibility of stormwater retrofit facility installation. Site visits will determine whether data gaps exist that may preclude full consideration of the site and identify opportunities for multiple benefits from use of the site for a facility.

C. The RECIPIENT may conduct geotechnical exploration to identify potential infiltration areas.

D. The RECIPIENT will develop a prioritization matrix for the site selection process. The RECIPIENT will document the site selection process in a matrix that includes the field screening methods and criteria used to rank the sites to choose four feasible stormwater retrofit projects.

a. The matrix outlining the criteria includes but is not limited to:

- i. Infiltration effectiveness and potential
- ii. Groundwater depth in relation to finish grade
- iii. Ease of maintenance and access
- iv. Constructability
- v. Site size/flow mitigation impact of proposed site
- vi. Impact to existing private and public infrastructure
- vii. Overall cost effectiveness
- viii. Community involvement
- ix. Water quality benefit

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b. The RECIPIENT will submit the matrix to ECOLOGY for review and comment to ensure site selection proceeds according to those expectations.

E. The RECIPIENT will summarize the screening process, site identification, ranking criteria, prioritization process, and outcomes in a Site Identification and Prioritization Report. The report will include an existing condition map, a map identifying the 10-15 potential sites, and maps identifying the top 4 sites.

Task Goal Statement:

The RECIPIENT will identify, rank, and prioritize sites according to their potential water quality benefit, feasibility, community input, and potential coordination with other efforts.

Task Expected Outcome:

The RECIPIENT will identify and rank locations where stormwater treatment facilities may be designed in the future. The RECIPIENT will select a minimum of four projects to proceed to the conceptual design stage.

Site Identification and Prioritization

Deliverables

Number	Description	Due Date
3.1	Signed and dated consultant contract, if procuring services for the project. The contract must include ECOLOGY's standard contract clauses. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Prioritization Process. Upload matrix outlining the proposed criteria for prioritization process to EAGL. Notify ECOLOGY when upload is complete.	
3.3	Responses to Comments on Prioritization Matrix. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	Draft Site Identification and Prioritization Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	Responses to ECOLOGY comments on Draft Site Identification and Prioritization Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	ECOLOGY Acceptance of Final Site Identification and Prioritization Report. Upload to EAGL and notify ECOLOGY when upload is complete.	

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SCOPE OF WORK

Task Number: 4 **Task Cost:** \$14,000.00

Task Title: Public Outreach

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will invite the public to provide input into the Capital Improvement Project (CIP) planning process with emphasis on the need for and process of identifying and prioritizing potential locations and designs for stormwater quality improvement facilities.

A. The RECIPIENT will conduct public outreach using communication methods such as: direct mail, website, list-serves, social media announcements, surveys, and tabling at public events. The RECIPIENT will submit an evaluation report summarizing the input received, characterizing the effectiveness of outreach, and providing recommendations to guide ongoing outreach efforts.

B. The RECIPIENT will conduct focused outreach to property owners near and adjacent to locations identified for potential water quality improvement facilities.

C. The RECIPIENT will obtain signed Landowner Acknowledge Forms prior to conducting site investigations on private property, if needed.

Task Goal Statement:

The RECIPIENT will encourage the public to participate in an informed and transparent planning process.

Task Expected Outcome:

Public participation in selecting potential locations and types of stormwater quality improvement facilities with future construction supported by the local community.

Public Outreach

Deliverables

Number	Description	Due Date
4.1	Public Outreach Evaluation Report. Upload to EAGL and notify ECOLOGY.	
4.2	Responses to ECOLOGY comments on Public Outreach Evaluation report. Upload to EAGL and notify ECOLOGY.	
4.3	ECOLOGY acceptance of Public Outreach Evaluation Report. Upload to EAGL following receipt.	
4.4	Landowner Acknowledgement Form(s), if needed. Upload to EAGL and notify ECOLOGY.	

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SCOPE OF WORK

Task Number: 5 **Task Cost:** \$177,000.00

Task Title: Facility Selection and Conceptual Designs

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will select preferred treatment or flow control alternatives that are most suited to the priority sites defined in Task 3. The RECIPIENT will evaluate treatment and flow control alternatives for the four priority sites considering factors such as, but not limited to:

1. Effectiveness in mitigating identified issues
2. Cost
3. Potential permitting requirements
4. Construction feasibility
5. Site infiltration potential
6. Potential impacts on surrounding neighborhoods
7. Input from adjacent property owners

B. The RECIPIENT will develop hydrologic models for the priority sites using the latest version of Western Washington Hydrology Model (WVHM), or equivalent hydrologic model.

C. The RECIPIENT will submit conceptual designs to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review for each submittal.

1. Conceptual designs will include facility alternatives analyses, facility selection criteria and results, hydrologic modeling results, conceptual plans, cost estimate, and permitting strategies.
2. The RECIPIENT will design facilities in accordance with the Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance.
3. The RECIPIENT will upload the design submittals to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

Task Goal Statement:

The RECIPIENT will develop conceptual designs for retrofit facilities to include alternatives analyses, selection criteria and results, hydrologic modeling results, conceptual plans, cost estimates, and permitting strategies to prepare for full design, and permitting needs.

Task Expected Outcome:

The RECIPIENT will complete conceptual design reports for four retrofit facilities.

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Facility Selection and Conceptual Designs

Deliverables

Number	Description	Due Date
5.1	Signed and dated consultant contract, if procuring services for design. The contract must include ECOLOGY’s standard contract clauses. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.2	Conceptual designs for four sites. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.3	Responses to ECOLOGY comments on conceptual designs. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.4	ECOLOGY acceptance of conceptual designs. Upload to EAGL and notify ECOLOGY when upload is complete.	

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SCOPE OF WORK

Task Number: 6 **Task Cost:** \$2,000.00

Task Title: Project Close Out

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.

B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

Timely and complete submittal of Recipient Closeout Report and Outcomes Summary.

Project Close Out

Deliverables

Number	Description	Due Date
6.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY when upload is complete.	

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BUDGET

Funding Distribution EG250230

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP Funding Type: Grant
 Funding Effective Date: 07/01/2024 Funding Expiration Date: 01/31/2027

Funding Source:

Title: SFAP-SFY25
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 15%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 16,000.00
Cultural and Environmental Review, and Permitting	\$ 8,000.00
Site Identification and Prioritization	\$ 181,356.47
Public Outreach	\$ 14,000.00
Facility Selection and Conceptual Designs	\$ 177,000.00
Project Close Out	\$ 2,000.00

Total: \$ 398,356.47

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	\$ 59,753.47	\$ 338,603.00	\$ 398,356.47
Total		\$ 59,753.47	\$ 338,603.00	\$ 398,356.47

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water

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quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

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“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

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“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language

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will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - i. No hazardous substances were found on the site, or
 - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this

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project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY’s Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY’s Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. “Section 319 Initial Data Reporting” form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views

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and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

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EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

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Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7.

Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a

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character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products

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used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest

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based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT’s Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY’s notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
 Cashiering Unit
 P.O. Box 47611
 Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY’s Financial Manager.

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No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the

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redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

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ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](http://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <http://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

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Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQC-2025-RedmPW-00052
Project Title: High School Creek Watershed CIP Planning
Recipient Name: City of Redmond - Public Works Department

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQC-2025-RedmPW-00052
Project Title: High School Creek Watershed CIP Planning
Recipient Name: City of Redmond - Public Works Department

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. AM No. 25-035
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	(425) 556-2768
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DEPARTMENT STAFF:

Public Works	Chris Stenger	Deputy Director
Public Works	Aaron Moldver	Environmental Programs Manager
Public Works	Peter Holte	Senior Planner

TITLE:

Approval of a Consultant Agreement with Osborn Consulting, in the Amount of \$397,169, for High School Creek Watershed Stormwater Retrofit Plan

OVERVIEW STATEMENT:

Public Works is seeking approval for a consultant agreement with Osborn Consulting for \$397,169 to provide technical and engineering services to complete a stormwater facility retrofit plan for High School Creek Watershed. The work to create this plan is funded by the Washington Department of Ecology. A competitive Request for Qualifications (RFQ) process was conducted in the fall of 2024, and Osborn Consulting was selected as the preferred submittal.

The contract’s scope of work includes identifying stormwater retrofit projects that will improve habitat conditions and water quality in High School Creek. The consultant will review the existing conditions within High School Creek Watershed, identify and prioritize 15 public stormwater facilities for potential retrofits within the watershed, and complete 30%-project designs for the top four retrofit projects. The methodologies, data, prioritization criteria, and project designs generated during this planning process will be captured in a High School Creek Watershed Stormwater Retrofit Plan.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
Community Strategic Plan

Environmental Sustainability Action Plan
Utilities Strategic Plan
Watershed Management Plan

- **Required:**
Contract-related deliverables will be used to meet an NPDES Permit requirement.
- **Council Request:**
N/A
- **Other Key Facts:**

The City of Redmond’s Watershed Management Plan was adopted by the City Council in 2013 and identifies High School Creek Watershed as a priority location for restoration within the City. The deliverables generated by this consultant agreement implement actions detailed in the citywide watershed management plan.

OUTCOMES:

- Identification of four viable stormwater facility retrofit projects that will improve the City’s stormwater management in High School Creek Watershed.
- Compliance with NPDES Permit watershed planning requirements.
- The deliverables from this contract will also be used to inform the City’s CIP budgeting process, and apply for additional grants from the Washington State Department of Ecology to complete final project designs and construction.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The Retrofit Plan development schedule includes broad-based outreach to people living and working in the watershed during the initial planning stages and more focused outreach to individuals living or working near selected project sites, at later stages of the planning process.
- **Outreach Methods and Results:**
TBD
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
The cost of this contract is \$397,169.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000268

Budget Priority:
Healthy and Sustainable

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

If yes, explain:

The timing of the grant award being used to pay for the High School Creek Watershed Stormwater Retrofit Plan did not align with the City’s budget development schedule, so it is not included in the current budget. The grant award will be added to the Stormwater Utility Fund as a budget amendment and used to pay for this consultant agreement.

The grant requires a grant match from the City of \$59,753.47.

Funding source(s):

The City’s grant match is funded by City Stormwater Utility Funds

Budget/Funding Constraints:

The budget and scope of the consultant agreement must adhere to the grant agreement between the City of Redmond and the Department of Ecology, which is being used to pay for this planning effort.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/4/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Time Constraints:

The contract with the consultant will expire on December 31, 2026.

ANTICIPATED RESULT IF NOT APPROVED:

The City would have to conduct planning efforts needed to continue implementing the Redmond Watershed Management Plan and respond to NPDES-related watershed planning requirements.

ATTACHMENTS:

Attachment A: High School Creek Watershed Stormwater Retrofit Plan Consultant Agreement

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable: <div style="text-align: center;">\$397,169.00</div>

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

***Exhibit A
Scope of Work***

Project No.

Please see attached

High School Creek Watershed CIP Planning City of Redmond

Draft Scope of Work, Budget, and Schedule February 11, 2025

Introduction and Background

The City of Redmond (City) has retained Osborn Consulting, PACE Engineering, Inc., AltaTerra Consulting, Associated Earth Sciences Inc (AESI), Equinox Research and Consulting International (ERCI), and Enviroissues (referred to as Consultant or Consultant Team hereafter) to complete the High School Creek Watershed Capital Improvement Projects (CIP) Planning project. The High School Creek Watershed has been identified as a priority watershed in the City of Redmond Watershed Management Plan. The City has been awarded a Stormwater Financial Assistance Program (SFAP) Grant (Grant Number: WQC-2025-RedmPW-00052), administered by the Washington State Department of Ecology (Ecology) to identify and prioritize locations where stormwater treatment or flow control retrofits can be implemented in addition to the development of conceptual designs.

This project will review the existing conditions within the watershed, identify potential retrofits to existing stormwater facility to improve conditions in High School Creek, and identify the top-four stormwater retrofit opportunities within the watershed. Feasibility and conceptual designs for the top-four stormwater facilities for retrofit will be thoroughly investigated.

Task 1. Project Administration

This task involves the project management associated with the Watershed CIP Planning work, including project budgeting, team coordination, scope and schedule tracking and oversight, and the preparation of monthly invoices and progress reports.

Assumptions:

The following assumptions are associated with this task:

- The project duration is 22 months.
- The Consultant will develop a Project Management Plan (PMP) that consists of the following:
 - Project schedule with critical tasks and City tasks identified.
 - Communication protocols.
 - Project-specific quality assurance and quality control (QA/QC) plan.
 - Issue, action, and risk tracking log.
 - Budget management, including real-time tracking and reporting as well as a change-management log.
- A project kick-off meeting will be held with key Consultant team members (up to two prime Consultant staff and a representative from one sub-consultant) and City staff. The meeting will last no more than one (1) hour and will be held virtually. The Consultant Project Manager will develop the agenda and prepare and provide copies of relevant materials. The Consultant Project Manager will also take notes and provide a meeting summary.

- Phone calls once every other week (biweekly) will occur between the Consultant (up to two Consultant staff) and the City Project Manager to discuss project progress, upcoming events and tasks, and potential issues and remedies. The meetings are anticipated to be no more than one hour. Staff participation during the phone calls will vary based on the agenda.
- Project close-out activities will occur under this task. The City will conduct the closeout effort as per the grant agreement with Ecology.

Deliverables:

- Project management plan.
- Agenda and meeting notes for the project kick-off meeting. No formal presentation will be prepared for the kickoff meeting, and the meeting will be virtual.
- Forty-four (44) meetings held every other week (biweekly). The PM will attend all meetings and a second staff member will attend up to sixteen (16) of those meetings.
- Twenty-two (22) monthly progress reports and project invoices.

City Responsibilities and Deliverables:

- The City will review and approve invoices.
- The City will participate in project meetings.
- The City will coordinate and manage the Ecology Grant reporting requirements. This includes ensuring the contract aligns with Ecology’s standard contract clauses.
- Project close-out activities in the grant agreement will be completed by the City.

Task 2 Cultural Resources Study and Permitting

The Consultant team will assist the City to comply with the Cultural Resource Planning for soil borings and future ground-disturbing activities identified in the plan. The Consultant will perform a cultural resources risk assessment for up to four high-priority stormwater retrofit CIP sites. The risk assessment will use the Department of Archaeology and Historic Preservation’s online predictive model and a local sensitivity map and a probability model developed by the Consultant. The risk assessment will include a completed Cultural Resources Review Form and an Inadvertent Discovery Plan.

Assumptions:

- The Cultural Resources Study will be conducted before ground-disturbing activities as part of the site investigation.
- Approval of the Cultural Resources Review form and Inadvertent Discovery Plan will be received before any ground-disturbing activities are conducted as part of the site investigations.
- No fieldwork will be conducted as part of this task.
- No permits will be filed as part of this assessment.
- Cultural Resources Study and Permitting efforts will be limited to 108 hours for all four high-priority stormwater retrofit sites.
- The City will complete the State Environmental Protection Act (SEPA) for this project. No consultant support will be needed on the SEPA development.

Deliverables:

- Draft and Final Cultural Resource Plan, including Ecology Cultural Resources Review Form and Ecology Inadvertent Discovery Plan.

City Responsibilities and Deliverables:

- Draft and Final SEPA, submitted to Ecology.
- Final SEPA Determination submitted to Ecology.
- Provide data and input to Consultant as needed to develop the Cultural Resources Plan.

Task 3. Site Identification and Prioritization

This task will consist of gathering and analyzing relevant information and conducting field reconnaissance to produce an initial list of up to 15 potential retrofit candidate sites. The Consultant will also work closely with City staff to develop and apply the criteria for prioritization scoring and select the top four candidate sites. This task has been broken down into the following subtasks:

Task 3.1. Data Collection and Analysis, and Staff Interviews

This subtask will involve gathering and analyzing available data and information from past and current watershed planning activities, SMAP receiving water characterization and prioritization, ongoing comprehensive stormwater planning activities, and monitoring data to inform this project. To conduct an initial screening, the Consultant will review the City’s GIS data, public and private development project drainage reports, historical field reconnaissance records, surface water monitoring data, and other resources, including maintenance records, drainage complaint data, and public feedback from outreach efforts. Staff interviews will be conducted to assist in the identification of up to 15 potential retrofit candidate sites and to enhance the existing data review. The data reviewed will be summarized in an existing data review summary matrix, and a list and map of up to 15 potential retrofit sites will be created.

Assumptions:

The following assumptions are associated with this subtask:

- The analysis of the watershed and identification of potential sites will be based on the data and information provided by the City.
- The data summary matrix will include all information gathered, including but not limited to:
 1. Presence of existing stormwater facilities
 2. Property ownership
 3. Drainage area
 4. Upstream land use
 5. Soils and geology
 6. Groundwater depth
 7. Topography
- The Consultant Team will lead up to four virtual 2-hour staff interview sessions. Up to three consultant staff will participate in the staff interviews.

Deliverables:

The following deliverables are associated with this task:

- Data review summary matrix
- Staff interview workshop agendas
- Meeting minutes and decisions will be documented after each staff interview session.
- List and map of up to 15 potential retrofit sites and existing water quality and flow control drainage basins.

City Responsibilities and Deliverables:

- The City will provide applicable data when requested, including sites previously identified by the City’s Project Manager as potential sites.

Task 3.2 Field Reconnaissance

The Consultant will conduct up to 15 site visits to assess potential retrofit sites to confirm each site’s characteristics and retrofit feasibility. In preparation for the site visit, a simple field investigation form will be developed. After the site visits are completed, the Consultant will write a field investigation summary.

Assumptions:

The following assumptions are associated with this subtask:

- The site visits will be “windshield”-level site visits, consisting of short visual screens to verify that site characteristics are in line with recorded data. Up to two Consultant staff members will conduct the site visits, with the assumption that the site visits together will be conducted in one working day.

Deliverables:

The following deliverables are associated with this task:

- Field Investigation Form
- Field Investigation Summaries

City Responsibilities and Deliverables:

- The City will coordinate access to private property to allow the Consultant to access the sites.

Task 3.3. Infiltration Feasibility Desktop Study

The Consultant Team will develop an understanding of the general hydrogeologic opportunities and constraints to evaluate both shallow and deep infiltration potential throughout the watershed. The Consultant will assemble and review publicly available data and information provided by the City or County related to the land use and physical characteristics of the High School Creek Watershed that will affect infiltration feasibility. The evaluation will consist of reviewing existing geotechnical exploration logs, groundwater data for the watershed, and water well logs on file with the State Department of Ecology. LiDAR will be used to identify steep slopes. This data analysis will be supplemented by field geologic mapping and reconnaissance as well as any local information on seepage issues that are obtained from public outreach activities (see Task 4).

The Consultant Team will map both the shallow and deep infiltration potential. The distribution, thickness, and depth to groundwater will be mapped based on the available data. Shallow infiltration

opportunities will be categorized as “poor-saturated,” “poor-not saturated,” and “good infiltration potential.” If “good” infiltration potential areas are limited from this assessment, a discussion will be held with the City and design team to assess parameters for a “moderate” potential category. The Consultant Team will also consider the risks and benefits of infiltration, mapping areas according to their infiltration potential.

Information documented as part of Task 3.3 will be used to map the potential for infiltration without causing down-gradient impacts, and document and map groundwater flow direction and depth to the extent possible. This information will be used to identify areas for targeted additional subsurface exploration and infiltration testing and will be summarized graphically and in a technical memorandum.

Assumptions:

The following assumptions are associated with this subtask:

- Field work will be limited to two days of field reconnaissance by one staff member.
- Public outreach data related to seepage or drainage issues will be collected in Task 4.
- No revisions will be made to the City GIS layers unless identified in this scope of work. Errors identified will be summarized and provided to the City for informational purposes.
- No assessment of contaminated soils or groundwater will be conducted as part of this project.

Deliverables:

The following deliverables are associated with this task:

- Draft and Final Geotechnical Investigation Memorandum, which consists of the following:
 - Project vicinity
 - Surficial Geology and Explorations
 - Hydrogeologic Cross-Sections, a total of two
 - Steep Slopes and Landslide Hazards
 - Water Supply Wells, Aquifer Distribution, and Groundwater Flow
 - Shallow Infiltration Feasibility
 - Deep Infiltration Feasibility

City Responsibilities and Deliverables:

- The City will provide existing data related to seepage or drainage issues.
- The City will provide relevant data, including existing GIS data, geotechnical reports, and water-level monitoring data or spreadsheets.

Task 3.4. Site Selection Prioritization Criteria Development

This task will involve developing criteria to score and prioritize each identified potential retrofit site in the watershed. The criteria will be designed to identify sites with the highest potential stormwater impact and fulfill other City needs and goals. The criteria will include but not be limited to the following:

- Infiltration effectiveness and potential
- Groundwater depth in relation to finish grade
- Ease of maintenance and access
- Constructability

- Site size and flow mitigation of proposed site
- Impact to existing private and public infrastructure
- Overall cost-effectiveness
- Community involvement
- Water quality benefit
- Topography
- Soil data
- Base flows
- Stream habitat
- Community impacts
- Long-term impacts

The individual criteria will be weighted to reflect their relative impact on stormwater management based on the City’s priorities for each criterion and will be developed in coordination with the City. The prioritization process will result in a “site score” for each evaluated site (to be used in Task 3.5), consisting of the product of the criteria rating multiplied by its weighting.

Assumptions:

The following assumptions are associated with this subtask:

- Prioritization methodology will be based on the methodologies used in the City’s Storm and Surface Water System Plan and the Monticello Watershed Restoration Plan.
- The Consultant will develop up to 20 prioritization criteria.
- Up to three consultant staff will attend a 2-hour virtual workshop to review the draft prioritization criteria.

Deliverables:

The following deliverables are associated with this task:

- Draft and Final Prioritization Matrix
- Workshop agenda and meeting minutes
- Draft responses to Ecology comments on the prioritization methodology for the City to finalize and submit to Ecology.

City Responsibilities and Deliverables:

- The City will provide their existing methodologies for review and reference purposes.
- The City will review and provide input on proposed methodologies in a timely manner.
- The City will submit the draft prioritization to Ecology and will provide the Consultant with Ecology comments before the prioritization methodology is finalized.

Task 3.5. Scoring Sites

This task includes utilizing the finalized prioritization matrix developed in Task 3.4 to prioritize the identified list of up to 15 sites. Based on this prioritization, the top four retrofit sites will proceed to Tasks 4, 5, and 6.

Assumptions:

- One 2-hour review meeting will be held with City staff to review the final scoring of sites. This meeting will be virtual and attended by up to three Consultant staff.

Deliverables:

The following deliverables are associated with this subtask:

- Provide draft and final ranked list of potential retrofit projects.
- Review meeting agenda and meeting minutes.

Task 3.6. Site Identification and Prioritization Report

After the prioritization methodology and ranking are completed, a Site Selection and Prioritization Report will be written. This report will document the process for Tasks 3.1 to 3.5. This report will include at minimum the following:

- A summary of the data reviewed and interviews conducted
- A list of potential retrofit sites (up to 15 potential sites)
- Two maps: (a.) an existing conditions map, (b.) a map identifying the potential retrofit sites (up to 15 potential sites) and highlighting the top four sites
- A summary of the field investigations and findings
- A summary of the geotechnical memorandum
- A discussion of how the prioritization criteria was developed and applied
- A summary of the prioritization methodology
- The results of the site prioritization

Assumptions:

- The Draft and Final Site Identification and Prioritization Report will be limited to 20 pages, excluding attachments.

Deliverables:

- Draft and Final Site Identification and Prioritization Report
- Two maps, as detailed above
- Prepare draft responses to Ecology comments on the Site Identification and Prioritization Report for the City to finalize and submit to Ecology.

City Responsibilities and Deliverables:

- The City will provide review and comments on the draft report.
- The City will coordinate with Ecology to provide a review of the Draft Prioritization Report.

Task 4 Public Outreach

This task involves the City leading the public engagement activities to inform the planning process decisions around the capital projects and the appropriate levels of service.

The Consultant will assist the City’s project team by developing materials to support the public outreach efforts during the site selection process and BMP selection. These public outreach materials may include High School Creek Watershed maps, easily understood visuals, concise summaries of potential BMPs,

and other information and data that will be used to create content. The Consultant will provide cost estimates for specific material upon request to inform the production and prioritization of materials. Materials will adhere to City style guidance, and the City will provide guidance and assets such as relevant logos, templates, and photographs.

Assumptions:

- The City will lead the development of outreach strategies and staff outreach events.
- The Consultant will assist the City with materials development. Draft and final outreach materials may include BMP descriptions, summaries of selected site maps, mailers, factsheets, website copy, survey copy, and presentation slides.
- The City will provide for the direct costs associated with printing, mail house services, postage, advertising, translation and interpretation services, as well as vendor coordination.
- Public outreach data related to seepage or drainage issues will be collected under this task.
- The City will prepare and submit a Public Outreach Evaluation Report for submittal to Ecology.

Deliverables:

- Draft and Final Outreach Materials.

City Responsibilities and Deliverables:

- The City will lead Public Outreach Strategies.
- The City will obtain permission for any investigations on private property and prepare Landowner Acknowledgement Forms required by Ecology
- The City will complete the Public Outreach Evaluation Report for submittal to Ecology
- Response to Ecology comments to the Public Outreach Evaluation Report

Task 5 Facility Selection and Conceptual Designs

This task will consist of (1.) selecting preferred BMP alternatives for the four priority sites identified in Task 3 and (2.) developing 30-percent conceptual design plans for the selected sites. This task is broken down into the following subtasks:

Task 5.1 Preferred BMP Selection

For this subtask, the Consultant will develop BMP selection criteria to identify the preferred BMPs that are suited for the sites selected in Task 3. BMPs will be selected to retrofit the existing sites to address water quality and flow control concerns. The BMP selection will evaluate the following factors including but not limited to:

1. Effectiveness in the mitigation of identified issues
2. Cost
3. Potential permitting requirements
4. Construction Feasibility
5. Site Infiltration Potential
6. Potential impacts on surrounding neighborhoods
7. Input from adjacent property owners

Assumptions:

- The BMPs considered will comply with Redmond Municipal Code (RMC) 13.06 Stormwater Management Code, RMC 15.24 Clearing, Grading and Stormwater Management, and the City of Redmond Stormwater Technical Notebook.

Deliverables:

- BMP Selection Criteria spreadsheet

Task 5.2 Hydraulic and Hydrologic Modeling

Using an Ecology-approved continuous event model, the Consultant will estimate flows within each High School Creek subbasin for the four retrofit sites. The models analyze the performance of existing BMPs at the four sites, which were constructed under older standards. The results of the models will be used to confirm the BMP selection and to preliminarily size the facilities for the four retrofit sites.

Assumptions:

- The Consultant will use MGS Flood as an Ecology-approved continuous event model.
- Further modeling will be needed at later stages of the project design.

Deliverables:

- Preliminary BMP Sizing as determined by MSG Flood modeling results.

Task 5.3 Field Verification and Geotechnical Exploration

This task will involve geotechnical explorations to confirm that the BMPs that rely on infiltration are suitable for the selected sites. This will be focused on analyzing the infiltration potential and developing an understanding of subsurface conditions within the watershed. The subsurface exploration will be defined based on the selected sites. The final number for the type of geotechnical testing will be confirmed based on the results of Task 3.3. It is anticipated that the explorations will be located in the upper reaches of the watershed to evaluate potential deep infiltration opportunities in Vashon advance outwash. The information acquired will consist of the soil types, the thickness of overlying glacial till, the characterization of gradation and stratification within the Vashon advance outwash if encountered, and the depth to groundwater. Groundwater elevations and the estimated discharge locations will also be updated based on new information and in relation to off-site facilities such as steep slopes.

Assumptions:

- This task will be conducted, if necessary, dependent on the selected BMPs.
- No soil or groundwater contamination is present at the sites.
- The City will notify the public and call Utility Locate for each exploration location.
- Excess soil generated during subsurface exploration can be spread on-site.
- The Consultant will secure right-of-way permits as needed.
- Traffic control costs are location dependent and are not included in this scope of work.
- Additional assumptions regarding level of effort, site access and restoration will be determined after priority sites are determined.

- For budgeting purposes, the depth of each boring that will be drilled using hollow-stem auger drilling equipment is assumed to an average of 60 feet, for a total of 120 feet of drilling.
- It is assumed that two explorations will be conducted, utilizing hollow stem auger drilling equipment to characterize the subsurface conditions.

Deliverables:

- Technical memorandum, which documents the work of this subtask including exploration logs and updated basemaps, provided in PDF format.

City Responsibilities and Deliverables:

- The City will coordinate access to private property, including Ecology's Landowner Acknowledgement Forms prepared and submitted in Task 4, to allow the Consultant to access the sites.
- The City will notify the public and call Utility Locates for each exploration location.
- The City will have existing utilities cleared with a private locate service in addition to the public utility notification service. Vactor truck services can be used to confirm that utilities are not present before subsurface exploration activities start.

Task 5.4 CIP Factsheet Development

The Consultant will develop four summary factsheets, with one factsheet prepared for each of the four selected retrofit sites. The factsheets will at a minimum include a vicinity map and a site map that details the size, type, and location of the selected BMP. The factsheets will also contain a brief project description and document the design considerations. The factsheets will provide an analysis of the life cycle costs of the facility, including from project initiation through construction, operation and maintenance, and the facility's ultimate decommissioning. Cost estimates will involve the conceptual-level costs for design and construction, with the costs including the permits and property acquisitions for the project.

Assumptions:

- A one 2-hour virtual review meeting with City staff and three staff members of the Consultant team to confirm the concepts proposed for development into the CIP factsheets.
- A draft CIP Factsheet template will be developed and agreed upon prior to the workshop below. The template will be reviewed by the City.
- Each factsheet will be approximately two pages in length, with one page for the description and one page for the site map.
- The cost estimates will use planning-level cost estimates based on both the City's and Consultant's recent experience along with bid tabs, with appropriate allowances for project contingencies and unknowns.

Deliverables:

- Draft and Final CIP factsheets for up to four stormwater retrofit sites.

Task 5.5 Feasibility Analysis and Site Surveys

This task will involve a feasibility analysis for each site to confirm that the selected BMPs will work at the sites. The feasibility analysis will consider information gathered during the site visits and from a topographic survey. Up to four sites, a topographic survey, boundary survey utility mapping, and/or potholing will be developed to identify the locations of existing utilities, site elevations, and other site features. The base maps developed will be utilized for completion of the 30-percent design.

Assumptions:

- Potholing will be performed, if needed, for a specific site.
- Topographic Survey: The Consultant will conduct a topographic survey of the project areas, capturing elevation changes, critical features, and infrastructure to support the related analysis and design considerations, as needed for up to four retrofit sites.
- Boundary Survey: The Consultant will define City of Redmond right-of-way limits and critical property lines. Non-critical property lines will be shown based on King County GIS data, as needed for up to four retrofit sites.
- Utility Mapping: The Consultant will subcontract with a utility locator to identify and mark subsurface utilities. Utilities will be shown based on these paint marks and available records, as needed, for up to four retrofit sites.
- Topographic survey, boundary survey, utility mapping, and potholing are limited to 72 hours for up to four sites.

Deliverables:

- A topographic survey, boundary survey, or utility mapping for up to four retrofit sites that will used in the conceptual designs. The Consultant will provide CAD and GIS-based survey data to integrate seamlessly into the design team's workflows for up to four retrofit sites.

City Responsibilities and Deliverables:

- The City will coordinate access to private property to allow the Consultant to access the sites, as needed.

Task 5.6 Conceptual, 30% Design Drawings

This task involves the development of the 30-percent conceptual design drawings for the selected four retrofit sites. The conceptual designs will include at a minimum the size, type, and location of the selected BMPs, as well as the overall site layouts including the site improvements and utility relocations for construction of the BMPs. The 30 percent conceptual designs may also contain additional project elements such as community improvements adjacent to the proposed work. This task will consist of the 30-percent conceptual design drawings for each of the four retrofit sites.

Assumptions:

- The City will review draft 30-percent conceptual design drawings prior to review meeting with the Consultant Team.

- One virtual 2-hour review meeting will be held to review the draft 30-percent conceptual design drawings. Up to three Consultant Team staff will attend this meeting.

Deliverables:

- Draft and Final 30-percent conceptual drawings for up to four stormwater retrofit sites.
- Draft and Final preliminary drainage reports with the stormwater calculations for four sites.

City Responsibilities and Deliverables:

- City staff will provide review comments on the Draft and Final 30-Percent Conceptual Drawings
- Submit the 30-percent drawings to Ecology and coordinate the incorporation of comments.

Task 5.7 Conceptual Design Report

This task will involve the development of a conceptual design report that will function as the High School Creek Watershed CIP Plan for the City. This report will contain a summary of the entire project including summarizing the deliverables in the previous tasks and subtasks. This report will contain the following:

- BMP Selection Summary
- MGS Flooding Results
- Geotechnical Exploration Summary
- CIP Factsheets with refined costs, as needed
- 30-Percent Conceptual Drawings
- Public Input Summary
- Permitting Considerations

Assumptions:

- The Conceptual Design Report will be up to 40 pages in length, excluding appendices.
- The Draft Final of the Conceptual Design Report will be reviewed by the City.
- Ecology will review the Final Draft of the Conceptual Design Report.

Deliverables:

- Draft, Final Draft, and Final Conceptual Design Report

City Responsibilities and Deliverables:

- The City will provide a summary of public input for inclusion in the report.
- The City will provide comments on the draft Conceptual Design Reports.
- City staff will submit the Final Conceptual Design report to Ecology.

Level of Effort Estimate

The level-of-effort estimate for the above scope of work is provided in Table 1, attached. Services for each task will not exceed the budget in the level of effort (Table 1) for this task, unless discussed and agreed upon with the City’s Project Manager.

Schedule

The preliminary schedule for the tasks that are outlined above is provided in Figure 1, attached. Our schedule is dependent on Ecology's review periods indicated in the grant agreement are per deliverable. The Draft Prioritization Matrix will be reviewed by Ecology in a 30-day window. The Draft Conceptual Design Report (for all sites) will be reviewed by Ecology in a 45-day period.

TABLE 1: LEVEL OF EFFORT

TASK ID	SUB TASK ID	TASK DESCRIPTION	Task Estimated Cost
1		Project Administration	
		Biweekly check-ins with City PM	
		Monthly Invoices and Progress Report	
		Project Management Plan (PMP)	
		Project Kickoff Meeting	
		Project Close Out	
			SUBTOTAL \$ 39,272.00
2		Cultural Resources Study and Permitting	
		Cultural Resources Study and Permitting	
		SEPA Development (City Task)	
		SUBTOTAL \$ 11,162.00	
3		Site Identification and Prioritization	
	3.1	Data Collection and Analysis, and Staff Interviews	
	3.2	Field Reconnaissance	
	3.3	Infiltration Feasibility Desktop Study	
	3.4	Site Selection Prioritization Criteria Development	
	3.5	Scoring Sites	
	3.6	Site Identification and Prioritization Report	
		SUBTOTAL \$ 162,377.00	
4		Public Outreach	
		Public Outreach	
		SUBTOTAL \$ 10,781.00	
5		Facility Selection and Conceptual Design	
	5.1	Preferred BMP Selection	
	5.2	Hydraulic and Hydrologic Modeling	
	5.3	Field Verification and Geotechnical Exploration	
	5.4	CIP Fact Sheet Development	
	5.5	Feasibility Analysis and Site Surveys	
	5.6	Conceptual/30% Design Drawings	
5.7	Conceptual Design Report		
		SUBTOTAL \$ 156,977.00	
X		EXPENSES	
			SUBTOTAL \$ 16,600.00
TOTAL ESTIMATE FOR ALL TASKS (hrs)			2092
LABOR ESTIMATE			Fee
			\$ 380,569.00
Osborn Consulting			\$ 289,918.00
Enviroissues			\$ 8,381.00
AESI			\$ 53,612.00
PACE Engineers, Inc.			\$ 10,616.00
ERCI			\$ 9,242.00
Altaterra Consulting			\$ 8,800.00
TOTAL EXPENSES			\$ 16,600.00
TOTAL COST			\$ 397,169.00

TASK ID	SUB TASK ID	TASK DESCRIPTION	Osborn Consulting											Enviroissues			AESI							PACE Engineers, Inc. (PACE)						Equinox Research and Consulting International, Inc. (ERCI)						Altatera Consulting		Task Estimated Cost	Total Est. Hours	
			Principal	Senior Engineer II	Project Manager	Project Engineer I	Engineer IV	Engineer II	Design Technician II	Technical Editor	Senior Project Accountant	Project Accountant	Expense	Principal	Graphic Design Associate II	Expenses	Principal	Project	Staff	Technical Editor	GIS	Drafting	Expenses	Senior Principal Surveyor	Principal Surveyor	Survey Tech V	Survey Tech IV	Field Survey Tech	Expenses	Principal Investigator	Senior Archaeologist	Archaeologist GIS Specialist	Archaeological Historian	Archaeological Technician	Expenses	Subject Matter Expert	Expenses			
			\$ 318.00	\$258.00	\$ 228.00	\$207	\$ 182.00	\$ 132.00	\$ 138.00	\$ 147.00	\$ 186.00	\$ 144.00	\$ 1.00	\$237.00	\$142.00	\$ 1.00	\$370.00	\$185.00	\$101.00	\$95.00	\$183.00	\$96.00	\$ 1.00	\$266.00	\$208.00	\$128.00	\$145.00	\$109.00	\$ 1.00	\$146.00	\$90.00	\$88.00	\$85.00	\$61.00	\$ 1.00	\$ 220.00	\$ 1.00			
1		Project Administration				88	16																																	
		Bimonthly check-ins with City PM				22					11	22																												
		Monthly Invoices and Progress Report				8					2																													
		Project Management Plan (PMP)				2																																		
		Project Kickoff Meeting				9																																		
		Project Close Out																																						
		SUBTOTAL	0	0	129	18	0	0	0	2	11	22	\$ -	0	0	\$ -	2	0	0	0	0	0	\$ -	0	0	0	0	\$ -	0	0	0	0	0	\$ -	0	\$ -	\$ 39,272.00	182		
2		Cultural Resources Study and Permitting																																						
		Cultural Resources Study and Permitting	2		2	4																																		
		SEPA Development (City Task)																																						
		SUBTOTAL	2	0	2	4	0	0	0	0	0	0	\$ -	0	0	\$ -	0	0	0	0	0	0	\$ -	0	0	0	0	\$ -	12	38	20	20	10	\$ -	0	\$ -	\$ 11,162.00	8		
3		Site Identification and Prioritization																																						
	3.1	Data Collection and Analysis, and Staff Interviews		24	18	28	44	24	8								4																							
	3.2	Field Reconnaissance		12	4	12	17	15	10																															
	3.3	Infiltration Feasibility Desktop Study		3	12	8																																		
	3.4	Site Selection Prioritization Criteria Development		4	9	19	40																																	
	3.5	Scoring Sites		12	8	12	24																																	
	3.6	Site Identification and Prioritization Report	10	28	12	28	36	8	40	24																														
		SUBTOTAL	10	88	63	107	161	47	58	24	0	0	\$ 400.00	0	0	\$ -	16	160	0	6	44	0	\$ -	0	0	0	\$ -	0	0	0	0	0	0	0	0	\$ -	40	\$ -	\$ 162,377.00	598
4		Public Outreach																																						
		Public Outreach		4	6																																			
		SUBTOTAL	0	4	6	0	0	0	0	0	0	0	\$ -	9	44	\$ -	0	0	0	0	0	0	\$ -	0	0	0	\$ -	0	0	0	0	0	0	0	\$ -	0	\$ -	\$ 10,781.00	63	
5		Facility Selection and Conceptual Design																																						
	5.1	Preferred BMP Selection		12	16	12	32	32																																
	5.2	Hydraulic and Hydrologic Modeling				8	32	16																																
	5.3	Field Verification and Geotechnical Exploration	2		8	8	8	8									6		36	6		24																		
	5.4	CIP Fact Sheet Development		12	8	20	40	16	32	8																														
	5.5	Feasibility Analysis and Site Surveys			10	8	8	8	8																															
	5.6	Conceptual/30% Design Drawings		15	31	59	75	75	40																															
	5.7	Conceptual Design Report		16	4	10	24		24																															
		SUBTOTAL	2	55	77	125	219	155	104	32	0	0	\$ 100.00	0	0	\$ -	6	0	36	6	0	24	\$ 14,100.00	0	18	14	20	20	\$ 2,000.00	0	0	0	0	0	\$ -	0	\$ -	\$ 156,977.00	769	
X		EXPENSES																																						
		SUBTOTAL											\$ 500.00			\$ -							\$ 14,100.00						\$ 2,000.00						\$ -	\$ -	\$ 16,600.00			
		TOTAL ESTIMATE FOR ALL TASKS (hrs)	14	147	276.5	254	380	202	162	58	11	22		9	44		24	160	36	12	44	24		0	18	14	20	20		12	38	20	20	10		40	2092	1620		
		TOTAL ESTIMATE FOR ALL TASKS (\$)	\$ 4,452	\$ 37,926	\$ 63,042	\$ 82,578	\$ 69,160	\$ 26,664	\$ 22,396	\$ 8,526	\$ 2,046	\$ 3,168	\$ 500.00	\$ 2,133	\$ 6,248	\$ -	\$ 8,880	\$ 29,600	\$ 3,636	\$ 1,140	\$ 8,052	\$ 2,304	\$ 14,100	\$ -	\$ 3,744	\$ 1,792	\$ 2,900	\$ 2,180	\$ 2,000	\$ 1,752	\$ 3,420	\$ 1,760	\$ 1,700	\$ 610	\$ -	\$ 8,800	\$ -	\$ 397,169.00		

	Fee	Hours
LABOR ESTIMATE	\$ 380,569.00	
Osborn Consulting	\$ 289,918.00	
Enviroissues	\$ 8,381.00	
AESI	\$ 53,612.00	
PACE Engineers, Inc.	\$ 10,618.00	
ERCI	\$ 9,242.00	
Altatera Consulting	\$ 8,800.00	
TOTAL EXPENSES	\$ 16,600.00	
TOTAL ESTIMATE	\$ 397,169.00	

Figure 1. Project Schedule

Task #	Task Name	Subtask	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	
1	Contract Administration and Project Management	Project Schedule: Development and Tracking	NTP																						
		Monthly Invoicing and Progress Reports																							
		Subcontractor Agreements																							
		Bi weekly check-ins with City PM																							
		Project Management Plan (PMP)																							
		Project Kickoff Meeting																							
		Grant Agreement Administrative Requirements (including Project Close Out)																							
2	Cultural Resource Study and Permitting	Cultural Resource Plan						Draft Cultural Resources Report		Final Cultural Resources Report															
		SEPA (City Task)																							
3	Site Identification and Prioritization	Task 3.1: Data Collection and Analysis			Data Summary Matrix and List of Potential retrofit/CIP sites																				
		Task 3.2: Field Reconnaissance and Characterization				Field Investigation Summary																			
		Task 3.3: Infiltration Feasibility Desktop Study				Geotechnical Memo																			
		Task 3.4: Site Selection Prioritization Criteria Development					Site Prioritization Criteria																		
		Task 3.5: Scoring of Sites						Four Highest Priority Sites Selected																	
									Draft Site Identification and Prioritization Report		Final Site Identification and Prioritization														

				Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	
		Task 3.6 Site Identification and Prioritization Report									Ecology Review (30 days) of Final Draft Conceptual Design Report															
4	Public Outreach Support	Public Outreach to identified Key Partners			PO				PO				PO					PO								
		Site Specific Outreach for properties adjacent to selected sites									PO					PO										
5	Facility Selection and Conceptual Designs	Task 5.1: Preferred BMP Selection										BMP Selection Criteria and Results														
		Task 5.2: H/H Modeling																								
		Task 5.3 : Field Verification and Geotechnical Exploration										Borings		Summary of Geotechnical Investigations												
		Task 5.4: CIP Fact Sheet Development														Summary CIP Fact Sheets (up to 4)										
		Task 5.5: Feasibility Analysis and Site Surveys																Site Surveys								
		Task 5.6: Competual, 30% Design Plan																			30% Design Plan					
		Task 5.7 Conceptual Design Report																				Draft Conceptual Design Report	Final Draft Conceptual Design Report		Final Conceptual Design Report	
																						Ecology Review (30 days) of Final Draft Conceptual Design Report				

Notice to Proceed (NTP)
Deliverables includes City Review
Public Outreach (PO)
Ongoing Activities
Ecology Review Timeines

Exhibit B
DBE Participation Plan

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

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

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

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

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

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Please see attached

Exhibit D

Consultant Fee Determination

Project Name: High School Creek Watershed CIP Planning
 Project Number: RFQ 10843-24
 Consultant: Osborn Consulting, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 169%	Fee (Profit) 31%	Total Hourly Rate	Total
Principal	16	\$ 106.00	\$179.37	\$32.86	\$318	\$5,092
Senior Project Manager / QC		\$ 95.00	\$160.76	\$29.45	\$285	
Senior Engineer II	176	\$ 86.00	\$145.53	\$26.66	\$258	\$45,441
Senior Engineer I		\$ 81.00	\$137.07	\$25.11	\$243	
Senior Landscape Architect		\$ 78.00	\$131.99	\$24.18	\$234	
Project Engineer II		\$ 76.00	\$128.61	\$23.56	\$228	
Design Technology Manager		\$ 67.00	\$113.38	\$20.77	\$201	
Senior Design Technician		\$ 66.00	\$111.69	\$20.46	\$198	
Project Manager	296	\$ 76.00	\$128.61	\$23.56	\$228	\$67,537
Systems Administrator		\$ 68.00	\$115.07	\$21.08	\$204	
Project Engineer I	292	\$ 69.00	\$116.76	\$21.39	\$207	\$60,488
Project Landscape Architect II		\$ 63.00	\$106.61	\$19.53	\$189	
Senior Biologist		\$ 58.00	\$98.15	\$17.98	\$174	
Engineer IV	392	\$ 61.00	\$103.22	\$18.91	\$183	\$71,789
Senior Project Accountant	12	\$ 62.00	\$104.92	\$19.22	\$186	\$2,234
Technical Editor	58	\$ 49.00	\$82.92	\$15.19	\$147	\$8,532
Design Technician III		\$ 52.00	\$87.99	\$16.12	\$156	
Engineer III		\$ 48.00	\$81.23	\$14.88	\$144	
Deputy Project Manager		\$ 53.00	\$89.69	\$16.43	\$159	
Project Landscape Architect I		\$ 50.00	\$84.61	\$15.50	\$150	
Senior Administration		\$ 48.00	\$81.23	\$14.88	\$144	
Engineer II	362	\$ 44.00	\$74.46	\$13.64	\$132	\$47,819
Design Technician II	138	\$ 46.00	\$77.84	\$14.26	\$138	\$19,058
Project Biologist		\$ 42.00	\$71.07	\$13.02	\$126	
Project Accountant	24	\$ 48.00	\$81.23	\$14.88	\$144	\$3,459
Engineer I		\$ 40.00	\$67.69	\$12.40	\$120	
Design Technician I		\$ 38.00	\$64.30	\$11.78	\$114	
Landscape Designer		\$ 39.00	\$66.00	\$12.09	\$117	
Administration		\$ 37.00	\$62.61	\$11.47	\$111	
Intern Engineer		\$ 26.00	\$44.00	\$8.06	\$78	
Total Hours	1,766				Subtotal:	\$331,449

REIMBURSABLES

Mileage					Federal Rate	
Reproduction (copies, plots, etc.)					At Cost	
Miscellaneous			\$500.00		At Cost	
					Subtotal:	

SUBCONSULTANT COSTS (See Exhibit E)

AESI	\$67,712
EnviroIssues, Inc.	\$15,015
ERCI	\$11,726
PACE Engineers, Inc.	\$13,148
Altaterra Consulting	\$9,240
Subtotal:	\$116,841

Total: \$448,290

Contingency: _____

GRAND TOTAL: \$448,290

Exhibit E
Sub-consultant Cost Computations

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

Please see attached

Exhibit D

Consultant Fee Determination

Project Name: High School Creek Watershed CIP Planning
 Project Number: RFQ 10843-24
 Consultant: AESI

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 149%	Fee (Profit) 31%	Total Hourly Rate	Total
Principal	24	\$ 132.21	\$196.99	\$40.59	\$370	\$8,875
Associate		\$ 75.72	\$112.82	\$23.25	\$212	
Senior		\$ 70.67	\$105.30	\$21.70	\$198	
Project (task 4.3)	160	\$ 66.25	\$98.71	\$20.34	\$185	\$29,648
Senior Staff		\$ 45.43	\$67.69	\$13.95	\$127	
Staff (task 5.3)	36	\$ 36.22	\$53.97	\$11.12	\$101	\$3,647
Technical Editor	12	\$ 34.06	\$50.75	\$10.46	\$95	\$1,143
GIS	44	\$ 65.62	\$97.77	\$20.15	\$183.54	\$8,076
Drafting	24	\$ 34.65	\$51.63	\$10.64	\$96.92	\$2,326
Total Hours 300						Subtotal: \$53,715

REIMBURSABLES

Mileage						\$200
Misc-Task 5.3, Subcontract Drill (2 wells to 60 feet)						\$12,000
Misc-Task 5.3, Lab Tests (6 sets, sieve, cation exchange)						\$2,100
Subtotal:						\$14,300

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:						
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Total: \$68,015

Contingency:

GRAND TOTAL: \$68,015

Exhibit D

Consultant Fee Determination

Project Name: High School Creek Watershed CIP Planning
 Project Number: RFQ 10843-24
 Consultant: Envirolssues, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 183%	Fee (Profit) 25%	Total Hourly Rate	Total	
Principal	11	\$ 77.00	\$140.63	\$19.40	\$237	\$2,607	
Associate II	40	\$ 50.00	\$91.32	\$12.60	\$154	\$6,157	
Graphic Design Associate II	44	\$ 46.00	\$84.01	\$11.59	\$142	\$6,230	
Total Hours						95	Subtotal: \$14,994

REIMBURSABLES

Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						
Subtotal:						

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:						
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Total: \$14,994

Contingency:

GRAND TOTAL: \$14,994

Exhibit D

Consultant Fee Determination

Project Name: High School Creek Watershed CIP Planning
 Project Number: RFQ 10843-24
 Consultant: ERCI

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 141%	Fee (Profit) 24%	Total Hourly Rate	Total
Principal Investigator	24	\$ 55.00	\$77.74	\$13.31	\$146	\$3,505
Senior Archaeologist	38	\$ 34.00	\$48.06	\$8.23	\$90	\$3,431
Archaeologist GIS Specialist	20	\$ 33.00	\$46.64	\$7.99	\$88	\$1,753
Archaeological Historian	20	\$ 32.00	\$45.23	\$7.74	\$85	\$1,699
Archaeological Technician	22	\$ 23.00	\$32.51	\$5.57	\$61	\$1,344
Total Hours						124
					Subtotal:	\$11,732
REIMBURSABLES						
Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						
					Subtotal:	
SUBCONSULTANT COSTS (See Exhibit E)						
					Subtotal:	

Total: \$11,732

Contingency:

GRAND TOTAL: \$11,732

Exhibit D

Consultant Fee Determination

Project Name: High School Creek Watershed CIP Planning
 Project Number: RFQ 10843-24
 Consultant: PACE Engineers, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 182%	Fee (Profit) 24%	Total Hourly Rate	Total
Senior Principal Surveyor	2	\$ 87.02	\$158.35	\$21.06	\$266	\$533
Principal Surveyor	18	\$ 68.03	\$123.79	\$16.46	\$208	\$3,749
Survey Tech V	14	\$ 41.83	\$76.12	\$10.12	\$128	\$1,793
Field Survey Tech	20	\$ 35.63	\$64.84	\$8.62	\$109	\$2,182
Survey Tech IV	20	\$ 47.36	\$86.18	\$11.46	\$145	\$2,900
Total Hours						74
Subtotal:						\$11,157

REIMBURSABLES

Mileage (based upon 2 days, 30 miles/day, 70¢/mile)						\$43
Reproduction (copies, plots, etc.)						
Miscellaneous (utility locate)						\$2,000
Subtotal:						\$2,043

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:						
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Total: \$13,200

Contingency:

GRAND TOTAL: \$13,200

Exhibit D

Consultant Fee Determination

Project Name: High School Creek Watershed CIP Planning
 Project Number: RFQ 10843-24
 Consultant: Altaterra Consulting- sub to Osborn

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 110%	Fee (Profit) 24%	Total Hourly Rate	Total
Erin Nelson-Principal	40	\$ 94.00	\$103.40	\$22.75	\$220	\$8,806
Total Hours						40
Subtotal:						\$8,806

REIMBURSABLES

Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						
Subtotal:						

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:						
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Total: \$8,806

Contingency:

GRAND TOTAL: \$8,806

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. AM No. 25-036
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

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

Public Works	Rob Crittenden	Project Manager
Planning and Community Development	Micah Ross	Senior Engineer
Public Works	Steve Gibbs	Capital Projects Division Manager
Public Works	Vangie Garcia	Deputy Director

TITLE:

Approval of Supplemental Agreement to Contract with Perteet, in the Amount of \$111,110, for the NE 70th Shared Use Path Project

OVERVIEW STATEMENT:

This supplemental consultant agreement with Perteet in the amount of \$111,110 is for additional design, analysis, and construction support services for the NE 70th Shared Use Path - Redmond Way to 180th Ave NE (Project No. 2209). The initial scope for the NE 70th project did not address people crossing Redmond Way. This project will construct crosswalk and intersection improvements at NE 70th Street and Redmond Way to connect people using the shared use path towards the Marymoor Village light rail station and vice versa. The project will also install pedestrian lighting along the new shared use path.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
 - Capital Investment Program
 - Transportation Master Plan
 - Redmond 2050 Comprehensive Plan
 - > TR-10: Implement transportation programs, projects, and services that support the independent mobility of those who cannot or choose not to drive
 - > TR-14: Prioritize transportation investments that reduce household transportation costs, such as investments in transit, bicycle and pedestrian system access, capacity, and safety

> TR-16: Prioritize the comfort, safety, and convenience of people using pedestrian and bicycle facilities over other users of the transportation system

- **Required:**
Council approval is required to award an Architectural and Engineering Services agreement that exceeds \$50,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Construction of this project creates a multimodal connection for pedestrians and cyclists to the new Marymoor Village light rail station.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
March 16, 2023
- **Outreach Methods and Results:**
Open House
- **Feedback Summary:**
Overall positive feedback on project plan. Attendees had some specific questions and comments on design for pedestrians and bicyclists.

BUDGET IMPACT:

Total Cost:
\$111,110

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP

Budget Priority:
Vibrant and Connected

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

If yes, explain:
N/A

Funding source(s):
Transportation CIP

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/5/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:

The project design needs to begin soon in order to advertise the project for public bid in summer 2025 and construct the project in fall/winter 2025.

ANTICIPATED RESULT IF NOT APPROVED:

If this supplement is not approved, the pedestrian and cyclist connectivity to the light rail station will be less direct.

ATTACHMENTS:

- Attachment A - CIP Project Information Sheet
- Attachment B - Project and Consultant Agreement History
- Attachment C - Supplemental Agreement Number 5



Attachment A CIP Project Information Sheet

Project Name: NE 70th Shared Use Path (formerly NE 70th St Extension - Redmond Way to 180th Ave NE)

Project Status: Existing - Revised

Time Frame: 2022-2026

Functional Area(s): Transportation

Budget Priority: Vibrant and Connected

Relevant Plan(s): Transportation Master Plan

Citywide Rank: 104

Neighborhood: Southeast Redmond

Functional Area Priority: High

Location: NE 70th from Redmond Way to 180th Avenue NE

Description:

Shared use pedestrian and bicycle path in the 70th Street right-of-way with a 12-foot concrete path from Redmond Way to 180th Ave NE. Upgrades will include new crosswalk and intersection improvements at 70th and Redmond Way.

Anticipated Outcomes: *Primary:* Upgrade/Enhancement *Secondary:* Improved bicycle and pedestrian connectivity to new Sound Transit light rail station.

Request: *Primary Reason(s):* Budget Process
Project approved in the 2023-2028 CIP budget process.

Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	\$4,547,483	\$691,653							\$5,239,136
Approved Changes									
Current Approved Budget	\$4,547,483	\$691,653							\$5,239,136
Proposed New Budget	\$935,042	\$1,844,605	\$337,216						\$3,116,863
Proposed changes due to	X Scope Change		Schedule Change			X Budget Change			

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)									
Right of Way	\$12,433	\$8,000							\$20,433
Design (31-100%)	\$922,609	\$443,605							\$1,366,214
Construction		\$1,100,000	\$266,246						\$1,366,246
Contingency		\$293,000	\$70,970						\$363,970
Total	\$935,042	\$1,844,605	\$337,216						\$3,116,863

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost				\$1,000	\$1,000	\$1,000	\$1,000	ongoing	\$4,000

Explanation: Additional funding for sweeping new roadway extension and maintaining channelization and signage.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Business Tax	\$156,038	\$922,302		\$1,078,340
Grant				
Impact Fees	\$779,004	\$1,259,519		\$2,038,523
Total	\$935,042	\$2,181,821		\$3,116,863



Attachment B – Project and Consultant Agreement History

70th Shared Use Path project

Project History

- The NE 70th Street Extension from Redmond Way to 180th Avenue NE was added to the City’s Transportation Plan in the early 2000’s.
- Woodspring Hotel constructed the north half of 70th across their project frontage in 2018.
- The City began design of this street extension in fall 2022 with the goal of constructing the project in 2024.
- The scope and cost of the project increased in spring 2023 to add crosswalk improvements at Redmond Way and 70th and to treat the stormwater runoff from the project in an infiltration pond near State Route 520.
- The cost of the project increased again in spring 2024 due to a higher than anticipated appraisal value to purchase right-of-way and easements.
- The City decided that the additional cost to construct the street extension made the project infeasible and revised the scope to construct only a shared use pedestrian and bicycle path.
- The City’s concrete crew will construct the shared use path in the March and April 2025.
- This project will construct additional crosswalk and intersection improvements at NE 70th Street and Redmond Way to complete the connection of the shared use path leading towards the Marymoor Village light rail station.

Previous Project-Related Council Touches

Date	Meeting	Action
8/16/2022	Business Meeting	Approval of Consultant Agreement

Consultant Agreement History

Supplement Number	Date	Amount	New Maximum Amount Payable	Supplement Reason
Original	9/19/2022	\$758,187	\$758,187	Preliminary & Final Design
1	7/13/2023	\$0	\$758,187	Assignment of Contingency funds
2	7/20/2023	\$40,035	\$798,222	Added Scope
3	6/4/2024	\$45,986	\$844,208	Added Scope & Time Extension
4	11/26/2024	\$0	\$844,208	Time Extension Only
5	TBD	\$111,110	\$955,318	Revised Scope - Preliminary and Final Design and Construction Services



Supplemental Agreement Number <u>5</u>		Organization and Address	
Original Agreement Number 10034		Perteet, Inc. 2707 Colby Avenue, Suite 900 Everett, WA 98201 Phone: 425.252.7700	
Project Number 2209	Execution Date	Completion Date December 31, 2025	
Project Title NE 70th Street Extension, Redmond Way to 180th Ave NE	New Maximum Amount Payable \$955,318.00		
Description of Work See attached Exhibit A-1, Scope of Services.			

The Local Agency of CITY OF REDMOND
 desires to supplement the agreement entered in to with PERTEET, INC.
 and executed on September 19, 2022 and identified as Agreement No. 10034

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
 The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
 See attached Exhibit A-1, Scope of Services.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No Change

III

Section V, PAYMENT, shall be amended as follows:

The services described in Exhibit A-1 will cause an increase to the Contract Maximum in the amount of \$111,110.00 for a new Maximum Amount Payable of \$955,318.00. See attached Exhibit D, Consultant Fee Determination Summary.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
 If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Peter De Boldt, Vice President By: _____

 Consultant Signature Approving Authority Signature

 Date

City of Redmond NE 70th St. - Redmond Way to 180th Ave.

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1 MRR	Supplement #2	Supplement #3	Supplement #4 Time Ext.	Supplement #5	Total
Hourly Salary Cost (includes overhead and fee)	\$ 471,422	\$ 26,809	\$ 40,035	\$ 41,153	\$ -	\$ 88,403	\$ 667,822
Direct Non-Salary Costs	\$ 238,765	\$ 19,000	-	\$ 4,833	\$ -	\$ 12,707	\$ 275,305
Management Reserve	\$ 48,000	\$ (45,809)	-		\$ -	\$ 10,000	\$ 12,191
Total	\$ 758,187	\$ -	\$ 40,035	\$ 45,986	\$ -	\$ 111,110	\$ 955,318

EXHIBIT A-1
SCOPE OF SERVICES
City of Redmond
NE 70th Street Extension, Redmond Way to 180th Avenue NE
Supplement #5

Redmond Way and NE 70th Street Intersection Improvements

City Project Number: 20012202

INTRODUCTION

The NE 70th Street Extension project was an effort to construct a new roadway segment along the NE 70th Street alignment between Redmond Way and 180th Avenue NE. The City of Redmond (City) has revised the scope of that project to reduce right-of-way needs by changing the proposed improvements to a new pedestrian and bicycle path along the NE 70th Street alignment. Previously, Perteet (the Consultant) developed a plan and profile for the shared-use path. The City plans to construct a portion of these path improvements in early 2025 with City crews.

This supplement expands design services to finalize construction documents for the Redmond Way and NE 70th Street intersection and complete the illumination system for the shared-use path. The improvements designed under this supplement will be constructed by a contractor selected via public bidding or a roster after the City's construction is complete. This phase of the project will re-use some prior designs from the initial roadway project, specifically at the intersection of SR 202 and NE 70th Street. Design elements for the plans to be developed under this supplement are:

- Illumination along the shared-use path.
- Modifications to the northeast corner of the Redmond Way and NE 70th Street intersection.
- New north crosswalk across Redmond Way, including the pedestrian island within the intersection.

The Consultant assumes that the prior environmental documentation does not need to be revised for this changed design. However, prior stormwater documentation will require revisions to complete this construction phase as an individual project.

All funding for this phase is assumed to be local.

The Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

Services provided by the Consultant will consist of:

GENERAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. This supplement modifies or adds the following tasks:

Task 1 – Project Management and Coordination	(modified with Supplement No. 5)
Task 5 – Survey and Basemapping (Atlas)	(modified with Supplement No. 5)
Task 10 – Storm Drainage Design	(modified with Supplement No. 5)
Task 15 – Right-of-Way Acquisition	(fee adjustment only)
Task 17 – QA/QC Program	(modified with Supplement No. 5)
Task 18 – Bid Support	(fee adjustment only)
Task 25 – Redmond Way/70th Intersection PS&E	(added with Supplement No. 5)
Task 26 – Redmond Way/70th Intersection Construction Support	(added with Supplement No. 5)

Optional Services

With prior written approval by the City and written notice-to-proceed, work elements described in this scope of services as optional services may be produced by the Consultant. Future supplements to this agreement may include construction management or design services during construction at the discretion of the City.

This Scope of Services is defined in the tasks below.

SCOPE OF SERVICES DEFINED

Task 1 – Project Management and Coordination

1.1 Project Coordination with City

Task 1.1 is supplemented with the following:

The Consultant will attend up to four (4) additional project status meetings via Microsoft Teams, up to one hour long each, for this final shared-use path design portion of the project. Up to two members of the consultant team will attend each meeting. The Consultant will prepare a meeting agenda and meeting notes for each meeting and track action items discussed at the meetings.

1.2 Project Schedule, Budget, and Team Management

Task 1.2 is supplemented with the following:

For the final shared-use path phase of work, the Consultant will develop and maintain a simple milestone schedule for draft and final design. The Consultant will not develop a detailed Microsoft Project Gantt chart-style schedule for this phase. The Consultant will report on the status of deliverables against the milestone dates at each progress reporting period.

The first Assumption for Task 1 is revised as follows:

Assumptions:

- The duration of this phase of the project shall be no longer than 40 months (since date of initial contract execution in September 2022).

The Deliverables for Task 1 are supplemented with the following:

Deliverables:

- Project meeting agendas for up to four (4) additional meetings and notes/action items

Task 5 – Survey and Basemapping (Atlas formerly 1 Alliance)

5.11 Topographic Field Survey and Basemapping – NW Corner of NE 70th Street and Redmond Way

Task 5.11, added in Supplement No. 3, is revised to read:

5.11.1 Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.

5.11.2 Topographic Field Survey

A topographic survey sufficient for the development of 1-foot contours will be conducted across the new construction from the Sound Transit project recently finished to supplement the existing mapping done previously. Figure 5-1 illustrates the boundary of survey needed by the intersection. Additionally, Atlas will collect any new paved surfaces connecting as a driveway to the Super Rents parcel to the east. The survey will locate features as described below:

- Atlas will use existing Survey Control from the previous phase and set new control as needed to complete this Task.
- Gravity systems, i.e. storm drain and sewer, within the new construction area and how it ties into the previously located structures.
- Sanitary sewer and storm drain structure inverts will be measured to the extent possible without entry into the structure, defined as confined space entry, which Consultant personnel are not certified to perform. Manhole structure diameter, pipe diameters and direction, manhole lid orientation (offset) and pipe material will be noted.
- Sidewalks, curbs (with type noted), driveways and curb ramps will be located as will pavement edges with type of paving noted.
- At curb ramps, spot elevations will be taken at top/bottom of ramp, all grade breaks and grade transitions, and at curb transitions.
- Traffic signs will be located and labeled as to their type; i.e. stop, yield, bike lane, etc.
- Significant trees with a 6" or greater caliper when measured 4.5 feet above natural ground will be located with drip-line noted.
- Signal poles, junction boxes and other new surface features within the below noted limits will be picked up

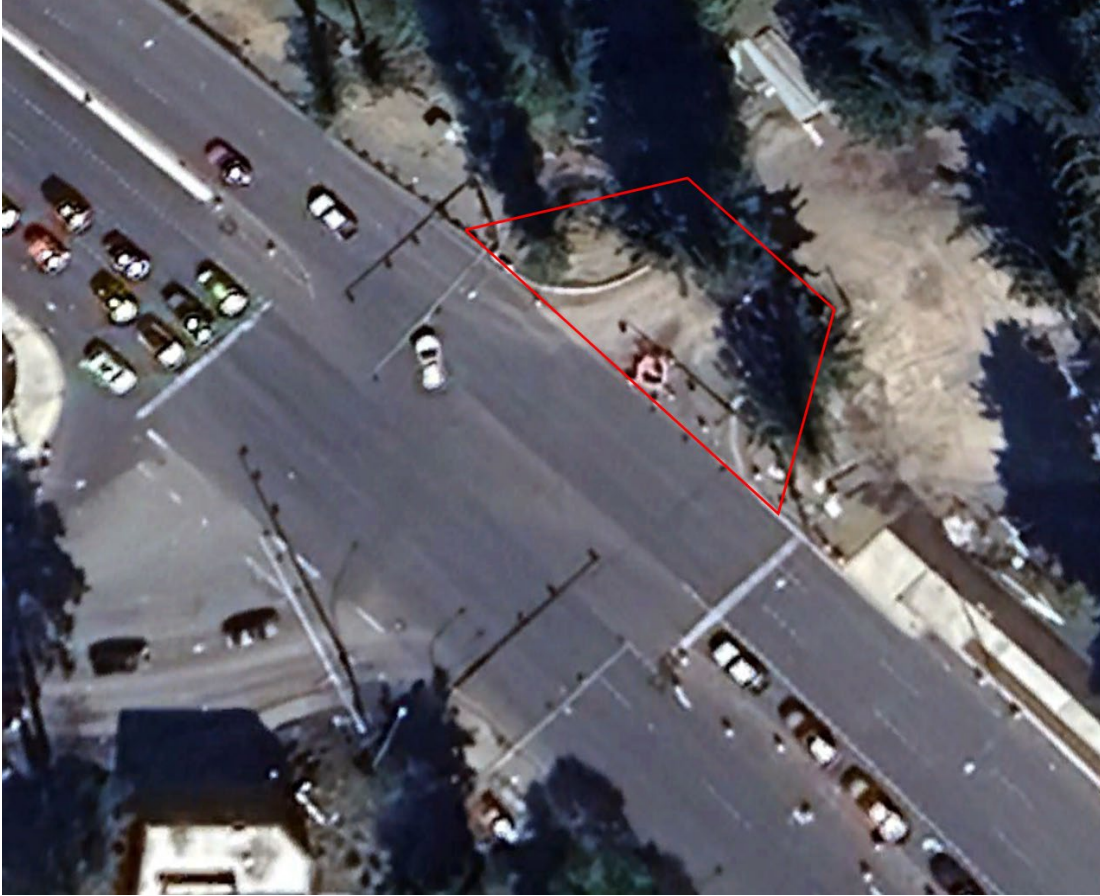


Figure 5-1. Survey limits for Task 5.11.

5.11.3 Survey Basemapping

The existing topographic basemap will be updated with the current data. More specifically:

- Manholes:
 - Inverts will be shown for all pipes into or out of structures detailing pipe diameter and direction of pipe.
 - Manhole labels will also include manhole numbers that correspond to the City GIS ID for the structure with nominal diameter of manhole as measured in the field.
 - Pipe connections shown on the plan will be to center of structure rather than center of access lid.
- All line work will be in model space. Drawing units shall be U.S. decimal feet.
- An electronic copy of the triangulated irregular network (TIN) will be provided.
- APWA CAD standards for layers and symbols will be used.

5.11.4 Survey QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed

A new task, Task 5.12, is added as follows:

5.12 Path Mapping

The intent of this task is to map the new finished path built by the City within the project area, see Figure 5-2 for reference.

5.12.1 Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.

5.12.2 Topographic Field Survey

The existing topographic basemap will be updated with the mapping data of the newly built path.

- All line work will be in model space. Drawing units shall be U.S. decimal feet.
- An electronic copy of the triangulated irregular network (TIN) will be provided.
- APWA CAD standards for layers and symbols will be used.

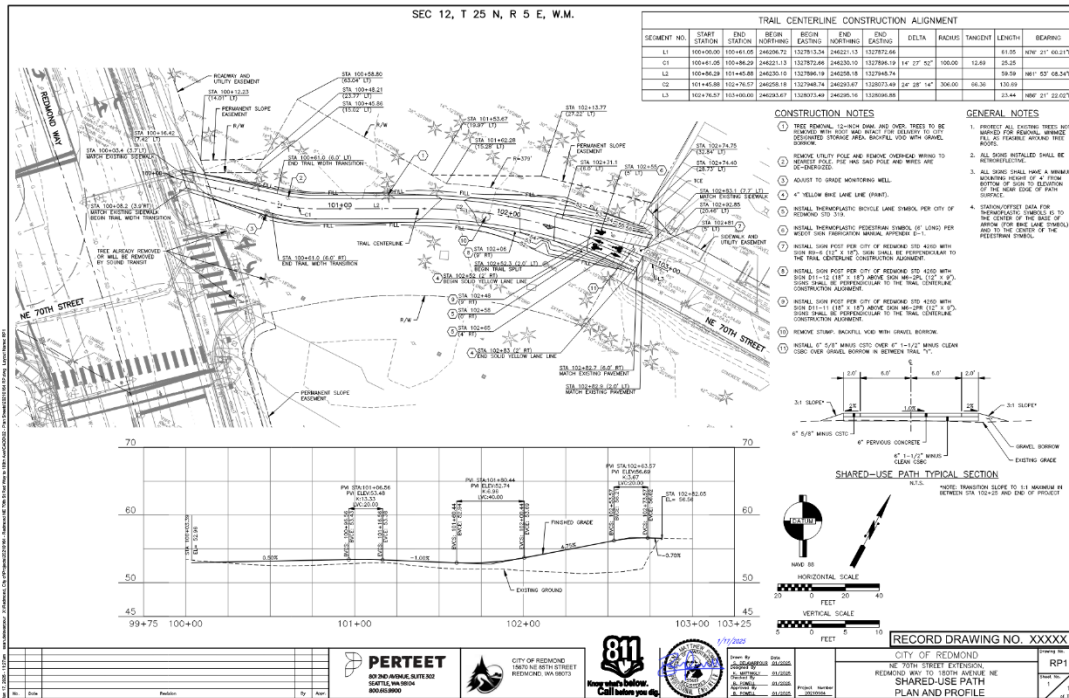


Figure 5-2. Plan sheet for path mapping limits.

The assumptions list for Task 5 is supplemented with the following:

Assumptions (for Tasks 5.11 and 5.12):

- Health, Safety, and Security are priority. Atlas personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.
- Atlas is not responsible for any delays due to conditions outside of Atlas's control.
- Atlas is not responsible for any delays or errors caused by others.
- A Record of Survey/setting of property corners is not a part of these services.
- Atlas will not enter any conditions deemed unsafe and will notify the Client to resolve them should they arise.
- The level of effort for this task is limited to the budgeted level of effort.

The deliverables list for Task 5 is supplemented with the following:

Deliverables (for Tasks 5.11 and 5.12):

- Field book notes, if required.
- ASCII file of all topographic and control points, if required.
- An ASCII file with point numbers, coordinates, elevations, and descriptions for each survey point, with benchmarks and survey control points clearly identified (comma delimited).
- Updated Basemap containing both the new sidewalk area as noted in Task 5.11 and Figure 5-1 as well as the new path built as noted in Task 5.12 and Figure 5-2.

Task 10 – Storm Drainage Design

Task 10.10 is added as follows:

10.10 Remond Way/70th Stormwater Report

The Consultant will prepare a stormwater report for the plans developed in Task 25 in compliance with the City's 2022 Stormwater Technical Notebook. This report is required because the project site has over 35% existing hard surface coverage and includes more than 2,000 square feet of new plus replaced hard surfaces with this improvement. The Consultant will use the prior stormwater report completed for the full NE 70th Street Extension roadway project as a basis for the documentation and will revise the document to cover only this phase's set of improvements.

The Consultant assumes that the off-site analysis from the prior phase of the project does not require any updates for this new phase of the project. The Consultant assumes no flow control or water quality facilities required for the project.

The Consultant will prepare a draft version and then address any comments provided by City reviewers. A maximum of one round of City comments is assumed for this Task. After addressing City review comments, a licensed professional engineer with the Consultant within Washington State will stamp and sign the document.

Deliverables:

- Draft stormwater report for the Redmond Way/70th intersection improvements.
- Final stormwater report for the Redmond Way/70th intersection improvements, stamped and signed.

Task 17 – QA/QC Program

The deliverables list in Task 17 is supplemented as follows:

Deliverables:

- Markups of major submittal quality control reviews submitted electronically with each major submittal. One (1) quality control review document will be submitted for each of the following:
 - Project Basemap
 - 30% Preliminary Engineering Submittal (Plans and Opinion of Cost Estimate)
 - Draft Stormwater Report
 - Final Stormwater Report
 - 60% Final Engineering Submittal (Plans and Opinion of Cost Estimate)
 - 90% Final Engineering Submittal (Plans, Project Manual, and Opinion of Cost Estimate)
 - Draft Redmond Way/70th stormwater report (Task 10.10)
 - Final Redmond Way/70th stormwater report (Task 10.10)
 - Draft PS&E for intersection improvements and shared-use path illumination (Tasks 25.1–25.3)
 - Final PS&E for intersection improvements and shared-use path illumination (Tasks 25.5–25.7)

A new task, Task 25, is added as follows:

Task 25 – Redmond Way/70th Intersection PS&E

The Consultant will prepare a draft and final set of plans, specifications, and estimates (PS&E) for the improvements to the intersection of Redmond Way and NE 70th Street, including improvements to install illumination along the shared-use path connecting to 180th avenue NE. Where possible, the Consultant will re-use materials developed during the prior phase of the project instead of starting from scratch.

25.1 Design Options and Confirmation

The Consultant will evaluate different design options and prepare conceptual exhibits to illustrate the following items. The City will use these exhibits to provide direction to the Consultant on the items to include in the draft PS&E (see Task 25.2).

- **Illumination light levels for the shared-use path.** The Consultant will model pedestrian-scale light poles and fixtures and determine the necessary spacing for installations along the path to comply with City light level standards. The Consultant will illustrate the outputs from AGi32 modeling on a single exhibit for review by the City.
- **Improvements at the Redmond Way/NE 70th Street intersection.** This project will retain the agreed-to channelization layout approved by WSDOT for the reconfiguration of the Redmond Way and NE 70th Street intersection. However, the Consultant will evaluate options to connect bicyclists on

the eastern leg of NE 70th Street to the shared-use path, including evaluations for bicycle signal phasing of bicyclists headed eastbound across Redmond Way. The Consultant will present up to three options for the design of this intersection.

25.2 Engineering and Draft Plans

The plans will be prepared to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region.

The Consultant will prepare anticipated plans for the final construction documents to a full level of detail for the draft submittal. Table S4-1 lists the anticipated sheets by discipline for this project. Plan sheets will generally be scaled at 1 inch equals 40 feet when printed at full size, with the full construction limits shown on a single plan sheet.

Table S4-1. Anticipated Plan Sheets for the Redmond Way/70th PS&E.

Anticipated Sheet(s)	Anticipated Sheet Count
Cover/index	1
Legend and abbreviations	1
Construction alignment and survey control plan	1
Site preparation and TESC plan	1
Paving and grading plan (including any needed drainage improvements)	1
Intersection plan and details (including section views)	3
Channelization and signing plan	2
Illumination plan and details	3
Traffic signal plan and details	4
Traffic control plan	5
Detour plan	1
Total	23

25.3 Draft Specifications

The Consultant will update the specifications (project manual) document developed during the prior design phase to reflect the new project scope for intersection improvements and shared-use path illumination, remove special provisions that were included only due to the federal funding that is no longer relevant to this project, and to modify the document to be consistent with the 2025 APWA/WSDOT standard specifications.

The Consultant will make all edits to the prior document using tracked changes in Microsoft Word so that the City can easily view the modified content.

The Consultant will update the front-end documents of the project manual with an updated bid form and with revised information reflecting the modified scope of the project.

25.4 Draft Opinion of Cost

The Consultant will prepare and submit to the City an opinion of cost based on the draft plans developed in Task 25.2. The opinion of cost will be based on unit prices and incorporate a 10% contingency to account for the level of completeness of plan preparation at this draft stage and to reflect past experience on similar projects within the region.

In providing opinions of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

25.5 Comment Responses and Resolution

City staff will consolidate all comments for the draft Redmond Way/70th PS&E into one package for response by the Consultant. The Consultant will prepare a proposed response to each comment received and then conduct one (1) meeting with City staff to reconcile any outstanding comments. The Consultant shall track all resolution and incorporation of each comment in a comment log.

25.6 Final Engineering and Plans

The Consultant will prepare anticipated plans for the final construction documents to a final (construction-ready) level of detail. The Consultant anticipates that the final design will include all sheets for the final construction document package to be used by the contractor (see sheet list in Table S4-1).

The Consultant will complete the following new tasks to develop the sheets listed above:

- General: incorporate comments from the Draft review and comment resolution.
- General: designate all sheets as construction-ready through signatures by each engineer of record.

25.7 Final Specifications

The Consultant will revise the Draft Project Manual based on comments received from the City to produce a Final (construction-ready) Project Manual. The Consultant's engineer of record shall sign the construction-ready Project Manual.

25.8 Final Opinion of Cost

The Consultant will prepare an opinion of construction cost for the Final (construction-ready) shared-use path plans. The opinion of cost will be based on unit prices and incorporate contingencies to account for the final (construction-ready) level of completeness, and to reflect past experience on similar projects within the region.

In providing opinions of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the

Consultant's opinion of probable construction cost.

Deliverables (for all Task 25 subtasks):

- Design exhibits:
 - Illumination light levels (one sheet)
 - Redmond Way and NE 70th Street intersection (up to three sheets)
- Draft plans submitted in PDF format
- Draft specifications (with tracked changes) submitted in Microsoft Word format
- Draft opinion of cost submitted in PDF and Microsoft Excel formats
- Final plans submitted in PDF format, stamped and signed
- Final specifications submitted in PDF format, stamped and signed, and in Microsoft Word format (with tracked changes)
- Final opinion of cost submitted in PDF and Microsoft Excel formats

A new task, Task 26, is added as follows:

Task 26 – Redmond Way/70th Intersection Construction Support

The Consultant will support the construction effort for the contract documents developed in Task 25. The Consultant will complete the additional tasks, if requested by the City, during the construction period.

- Attend pre-construction meeting (two Consultant staff to participate, assumed to be at Redmond City Hall)
- Attend up to six weekly construction meetings, up to 1-hour-long each (two Consultant staff to participate, three meetings are assumed to be virtual, and three meetings are assumed to be at Redmond City Hall)
- Review up to eight material submittals
- Respond to up to four requests for information (RFI)
- Develop up to three minor changes/change orders with updated contract documents
- Attend final inspection and provide punchlist comments (two Consultant staff to participate)
- Prepare record drawings per the City's CIP Record Drawing Requirements based on Contractor and City as-built notes (record drawings will capture the construction of the Task 25 design items as well as the City's construction of the shared-use path itself)

Assumptions:

- As the exact nature of Construction Support is unknown, the effort is limited to the budget identified for this task. If additional support is required, a supplemental budget will be prepared.

Deliverables:

- Material submittal responses (up to eight)
- RFI responses (up to four)
- Updated contract documents reflecting change orders/minor changes (up to three sets of changes)
- Punchlist comments
- For record drawings:

- Composite DWG file of as-built construction elements
- Completed digital submittal checklist
- Full-size record drawing plan set (PDF format)

Exhibit D

Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 P 425-252-7700 F 425-339-6018

Project: NE 70th Street Extension - Supp. No. 5

Client: City of Redmond

Consultant: Perteet

Perteet Project No. 20210164.0000

Date: March 10, 2025

HOURLY COSTS

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	18	\$441.50	\$7,947
Senior Associate	79	\$271.57	\$21,454
Engineer III	127	\$164.88	\$20,940
Civil Designer II	104	\$130.13	\$13,533
Lead Tech/ Designer	104	\$149.53	\$15,551
Clerical	12	\$122.05	\$1,465
Accountant	4	\$190.75	\$763
Lead Engineer/ Manager	36	\$187.51	\$6,751
Labor Total	484		\$88,404

REIMBURSABLES

<u>Expenses</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
Mileage	\$349	1.0	\$349
Total Expenses			\$349

SUBCONSULTANTS

<u>Subconsultants</u>	<u>Amount</u>
1 Alliance Geomatics (Atlas)	\$9,803
Commonstreet	\$2,554
Total Subconsultants	\$12,357

OTHER

Management Reserve	\$10,000
Total Other Costs	\$10,000

CONTRACT TOTAL	\$111,110
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Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.



Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. AM No. 25-037
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files, COO	425-556-2166
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DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:

Approval of a Federal Lobbyist Contract with Holland & Knight in the Amount of \$120,000

OVERVIEW STATEMENT:

In the 2025-2026 Budget, Council approved one-time funds to support a federal lobbyist to further the City’s goals at the national level and generate revenue. In Attachment A is the scope of work and contract with Holland & Knight. Holland & Knight is a bipartisan firm providing holistic, proactive, and effective approaches to federal relations. The total contract for one-year would equal \$120,000 after which time the City would evaluate the contract for effectiveness and extend the contract, if necessary.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond’s Comprehensive Plan and the City’s Capital Investment Strategy (CIS)
- **Required:**
Council approval is required for contracts that exceed \$50,000.
- **Council Request:**
N/A
- **Other Key Facts:**
The City has been successful in collecting revenue from the federal government to support capital projects, human services and environmental sustainability projects. With the new administration, it is imperative we have a partner at the national level to advance federal funding proposals and build partnerships and coalitions.

OUTCOMES:

Holland & Knight’s Public Policy and Regulation (PP&R) Group is one of the most experienced, well-respected government relations practices in the country. The organization uses a comprehensive approach to bringing in-depth legislative and regulatory experience and a strong record of success, while using creative and multifaceted strategies to advance their clients agendas with Congress, the White House, federal agencies, regional and national associations as well as key stakeholders.

Holland & Knights scope of work, specific to Redmond, can be found in Attachment A. The scope of work is comprehensive, including:

- Monitoring and analysis of Federal activity relevant to the City of Redmond
- Maintaining relationships with key federal stakeholders
- Understanding and accessing federal funding
- Aggressive, proactive advocacy
- Raising Redmond’s profile
- Regular communications and updates
- Drafting and monitoring Redmond’s Federal agenda
- Official visits to (and from) Washington D.C.

The contract will be a fixed cost of \$10,000 per month and is budgeted in the 2025-2026 Budget.

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:

The total cost for one year of the contract equals \$120,000.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

0000290

Budget Priority:

Strategic and Responsive

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/11/2025	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:

The contract should be approved as soon as possible so Redmond can begin drafting its Federal Agenda and take advantage of funding that is available.

ANTICIPATED RESULT IF NOT APPROVED:

If the contract is not approved, the City will not use the services of a federal lobbyist and potentially not take advantage of federal funding used for citywide projects.

ATTACHMENTS:

Attachment A: Holland & Knight Scope of Work

Attachment B: Holland & Knight Contract

Prepared for

City of Redmond

January 23, 2024

Leslie Pollner

Co-Leader, Local Government Group | Washington, D.C. | Leslie.Pollner@hklaw.com

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Leslie Pollner
202.744.3954
Leslie.Pollner@hklaw.com

Mayor Angela Birney
Via email

Dear Mayor Birney:

Thank you for taking the time to meet with the Holland & Knight team last week. We would welcome an opportunity to work with you and the City of Redmond to advance your federal agenda, help raise the City's profile at the national level, and secure federal funding to support your initiatives. Given the new Trump Administration and the dynamics of the 119th Congress, the City of Redmond needs a team that can help navigate this fluid political environment. We strongly believe that the Holland & Knight team has the experience, expertise, and relationships to help elevate the City's efforts at the national level.

Our bipartisan firm provides a holistic, proactive, and effective approach to federal relations for our clients. Our comprehensive services include: developing strategies to ensure that you achieve success on your federal priorities; building coalitions and new partnerships with key stakeholders; assisting with messaging and communications; creating initiatives to strategically raise your national profile; strengthening and expanding your ties with the White House, federal agencies, and Congress; crafting and advancing federal funding proposals; monitoring, shaping, moving, or blocking critical regulations; and drafting and enacting legislation. We know the City of Redmond well and are prepared to hit the ground running.

Thank you again for your time and consideration.



Leslie Pollner, Co-Lead
Local Government Group

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Holland & Knight Overview

Holland & Knight's Public Policy & Regulation (PP&R) Group is one of the most experienced, well-respected government relations practices in the country. We use a comprehensive approach: bringing in-depth legislative and regulatory experience and a strong record of success, while using creative and multifaceted strategies to advance our clients' agendas with Congress, the White House, federal agencies, regional and national associations, as well as other key stakeholders. We have significant experience working with local governments – all of the team members proposed for this engagement have either worked directly for or alongside local governments for over 20 years.

Our team members understand the unique needs of local governments and have a deep appreciation for the people and policies affecting the City of Redmond.

Given the rapidly changing political landscape, Redmond needs a team that can help navigate the federal government, develop key relationships, and maximize federal resources and opportunities for the City. Our qualifications include:

Deep Local Government Experience: Holland & Knight has developed a strong foundation in all issues that matter to local governments including transportation/infrastructure, housing/homelessness, public safety, emergency preparedness, immigration, and environmental issues.

Team-based: We work as a seamless team and dedicate the personnel with critical relationships and substantive knowledge to the matter at hand. This organizational structure provides clients with a significant advantage that does not exist with many firms, which tend to operate as independent actors or only have meaningful relationships with one body of Congress or one political party.

Bipartisan: Holland & Knight's bipartisan team provides access to key policymakers in either party. While some firms fluctuate depending on which party is in power, Holland & Knight remains steady year after year, election after election, by nurturing longstanding relationships on both sides of the aisle while advocating on behalf of our clients. Our group includes six former members of Congress; former Clinton, Bush, Obama and Trump White House and Administration officials; former senior congressional committee and legislative staff; and former local government officials.

This allows us to anticipate and adjust quickly to changing congressional or Administration dynamics. Our bipartisan, comprehensive approach to federal advocacy helps clients position themselves in this highly competitive federal environment. With the new Trump Administration and Republican-controlled 119th Congress, Holland & Knight is well-positioned to help the City of Redmond build and strengthen critical relationships in Washington, D.C.

Creative Campaign-Style Advocacy: Unlike other firms, Holland & Knight offers a campaign-style approach to advocacy. We incorporate lobbying, regulatory lawyering, traditional and social media, coalition building, and grassroots engagement to break through the "noise" in Washington and achieve client goals.

Profile Raising Success: We have been highly successful in positioning local governments as national leaders on issues of importance. Through our strong relationships with think tanks, business associations, labor organizations, and thought leaders, Holland & Knight has successfully built coalitions, developed platforms, and broadened support for client priorities leading to favorable legislation and media attention.

Funding Success: We have secured billions of dollars in grants and programmatic funding for clients in a broad array of areas. Additionally, Holland & Knight understands how to use the appropriations process to advance our clients' priorities and with the return of earmarks – Community Project Funding/Congressionally Directed Spending – there is an opportunity to secure new funding for the City.

Relationships

Our strong bipartisan team has exceptional ties to key federal decision-makers in Congress and the Administration. Our professionals have long-established relationships with congressional Republicans and Democrats, as well as with many of the people serving and expected to serve in the Trump administration.

Administration

Holland & Knight has strong relationships with Trump Administration nominees and key transition officials. In addition, we have members of the firm who are in the process of joining the transition as well as advising the transition team. Key relationships include:

- Marco Rubio, Secretary of State
- Kristi Noem, Secretary of the Department of Homeland Security Nominee
- Russell Vought, Director of the Office of Management and Budget Nominee
- Pam Bondi, Attorney General Nominee
- Sean Duffy, Secretary of the Department of Transportation Nominee
- Scott Turner, Secretary of the Department of Housing and Urban Development Nominee
- Chris Wright, Secretary of the Department of Energy Nominee
- Lee Zeldin, Director of the Environmental Protection Agency Nominee
- Howard Lutnick, Secretary of the Department of Commerce Nominee
- Linda McMahon, Secretary of the Department of Education Nominee
- Michael Kratsios, Director of the White House Office of Science and Technology Policy Nominee
- Tom Homan, White House Border Czar Nominee
- Bill McGinley, White House General Counsel Nominee
- Joe Edlow, U.S. Citizenship and Immigration Services Nominee
- Troup Hemenway, Department of Homeland Security Nominee
- Carly Miller, Department of Agriculture / Trump Transition
- Joe Uddo, Department of Energy / Trump Transition
- Chris Pinkerton, Small Business Administration / Trump Transition
- Clark Barrow, Department of Homeland Security / Trump Transition

Furthermore, Holland & Knight has close ties to organizations that are currently developing policy, and recommending personnel for President Trump's second term, including the Republican National Committee the Heritage Foundation; America First Policy Institute; Conservative Partnership Institute; and Club for Growth.

Congress

While we recognize that the City has strong existing relationships with Redmond’s congressional delegation, Holland & Knight can help strengthen and expand your relationships with House and Senate leaders, key committee chairs, and the entire Washington congressional delegation. Members of our group not only served in Congress but also worked on key committees, including the Senate Environment and Public Works Committee, Senate Energy and Natural Resources Committee, Senate/House Appropriations Committee, House Ways and Means Committee, Senate Finance Committee, House Financial Services Committee, House Science, Space and Technology Committee, House Rules Committee, and the House Committee on Oversight and Government Reform. Our relationships in Congress include:

Holland & Knight’s Relationships with Congressional Leadership	
Senate	House
Senate Leadership (Majority Leader, Minority Leader, Majority Whip, Minority Whip, and Majority Conference Secretary)	House Leadership (Speaker of the House, Majority Leader, Minority Leader, Majority Whip, and Minority Whip)
Chair/Ranking Member, Senate Appropriations Committee and Subcommittees	Chair/Ranking Member, House Appropriations Committee and Subcommittees
Chair/Ranking Member, Senate Finance Committee	Chair/Ranking Member, House Ways & Means Committee
Chair/Ranking Member, Senate Environment and Public Works Committee	Chair/Ranking Member, House Energy and Commerce Committee
Chair/Ranking Member, Senate Commerce, Science, and Transportation Committee	Chair/Ranking Member, House Transportation and Infrastructure Committee
Chair/Ranking Member, Senate Energy and Natural Resources Committee	Chair/Ranking Member, House Natural Resources Committee
Chair/Ranking Member, Senate Homeland Security & Governmental Affairs Committee	Chair/Ranking Member, House Homeland Security Committee
Chair/ Ranking Member, Senate Banking, Housing, and Urban Affairs Committee	Chair/ Ranking Member, House Financial Services Committee
Chair/Ranking Member, Senate Health, Education, Labor, and Pensions Committee	Chair/Ranking Member, House Education and Workforce Committee

Third-Party Groups

Holland & Knight can call upon a vast range of key national stakeholders with whom we have strong working relationships to collaborate with and support our efforts, either actively or behind the scenes. Many of these groups can be instrumental in helping to amplify our priorities through joint advocacy, creating forums to showcase the City of Redmond’s work, and generating media attention. All of the team members identified in this proposal have extensive experience working with foundations, think tanks, trade associations, and NGOs that support the activities of executive branch agencies and Congress. Our firm has worked with the following groups and organizations to advance our clients’ agenda:

Business and Labor Groups: We regularly work with the U.S. Chamber of Commerce, the Business Roundtable, the National Association of Manufacturers, International Labor Organization, and the AFL-CIO among others.

Think Tanks and Foundations: Our clients have benefitted from our connections with the Center for American Progress, Brookings Institution, Competitive Enterprise Institute, Reason Foundation, CATO, Committee for Economic Development, New America Foundation, MacArthur Foundation, Bipartisan Policy Center, Pew Foundation, Aspen Institute, Rockefeller Foundation and Urban Institute.

Government Groups: We have exceptionally strong ties with the U.S. Conference of Mayors and the National League of Cities. In addition, we work with the National Governors Association, National Association of Counties, National Association of Regional Councils, and the Urban Mayors Representative Group on our clients' behalf.

In addition, Holland & Knight runs several coalitions that help support and amplify the issues important to local government. As you know, Holland & Knight conceived and created Mayors & CEOs for U.S. Housing Investment in 2017. This first-of-its-kind coalition brings bipartisan mayors and private sector leaders together to elevate the issue of affordable housing, housing stabilization, behavioral health and homelessness to the national level. The coalition includes 50 Democratic and Republican mayors and private sector partners, representing more than 23 million residents and tens of millions of households. We organize meetings, fly-ins, and media events for members of the coalition to highlight the importance of these critical issues.

Recognition

Holland & Knight's Public Policy & Regulation group and our attorneys and policy advisors are regularly recognized among the top firms and practitioners across all industry publications including:



Grants and Funding

Holland & Knight has been at the forefront of supporting our clients' efforts to secure federal investment through grants and congressionally directed funding (formerly known as "earmarks"). Through successful preparation for our clients to compete for competitive grant solicitations and congressionally directed spending and focused execution, the result has been hundreds of millions in federal investment from Washington.

From 2010 to the present, Holland & Knight has helped secure billions in competitive grants, earmarks, programmatic and federal agency priority funding for our clients covering a spectrum of issues. Outlined below are a few of our representative successes:

- *Transportation*: \$895 million in Department of Transportation (DOT) TIGER/BUILD/RAISE grants, \$103 million in DOT's INFRA grants program, \$184.49 million in Safe Streets for All, \$353 million in Reconnecting Communities, \$9.3 million in FTA Transit-oriented Development grants, and \$37 million in PROTECT grants.
- *Water Infrastructure*: \$783 million in Environmental Protection Agency (EPA) WIFIA loans for water infrastructure projects and billions in Army Corps of Engineers funding.
- *Economic Development*: Over \$1 billion from multiple agencies for large-scale economic development projects.
- *Housing*: \$183.35 million in Department of Housing and Urban Development (HUD) Choice Neighborhoods Planning and Implementation grants; increased funding for new Housing Choice Vouchers; and over \$20 million in funding for the Pathways to Removing Obstacles to Housing (PRO Housing) grant program.
- *Public Safety*: More than \$48.5 million in DOJ COPS hiring grants, \$55 million in AFG grants, and over \$115 million in SAFER grant funding for emergency responses.

Appropriations Earmarks: The Holland & Knight team understands how to use the appropriations process to advance our clients' priorities. Indeed, with the return of earmarks – Community Project Funding (House)/Congressionally Directed Spending (Senate) – there is an opportunity to secure funding for the City of Redmond's projects.

This year, Holland & Knight ensured that all of our local government clients had their projects advanced by their House and Senate members. In FY 2024, we helped our clients secure millions in federal funding through the Community Project Funding/Congressional Directed Spending process.

In addition, for all of our clients, Holland & Knight helped draft funding requests, met with congressional offices to match projects with their priorities, and helped ensure that offices understood the importance of the projects. While the FY 2025 process is still underway, we are confident that these projects will be included in the final appropriations package.

Our team will work closely with the City of Redmond to determine how your priorities may benefit from the annual appropriations process and use our extensive relationships with the Senate and House Appropriations Committee members to ensure Redmond's projects are advanced. A number of our colleagues have either served as staff members on the appropriations committees or worked extensively with them. Similarly, our colleagues have worked with the authorization committees which establish the content of the statutory framework, through which the appropriations committees provide funding.

Grants Process:

When the City decides to pursue a particular grant opportunity, Holland & Knight will assist in mapping a strategic plan to pursue the grant by addressing selection criteria and emphasizing certain project aspects that the agency may be more focused on in a particular round of funding. Because of our close agency relationships, we often gain key intelligence and insight into program directions that an agency may be considering which can change from year to year. The ability to ascertain the constraints and expectations of the grant-making agencies is one of the most important factors of successful grants.

Key elements of a successful discretionary grants process are included in the following graphic.



We will address selection criteria, and stress certain project aspects that the agency may be more focused on during a particular round of funding.



Schedule meetings with federal agencies to discuss the City of Redmond's projects.



Work with the congressional delegation to solicit support for grants through letters and direct contact with the agency leadership.



Use our close relationships with the Trump Administration to lobby on your behalf.

Scope of Work for the City of Redmond

Our goal is to serve as the City of Redmond's Washington, D.C. office. To ensure that our team provides the most comprehensive services, below is a suggested scope of work.

Monitoring & Analysis of Federal Activity Relevant to The City of Redmond

To keep the City informed about federal legislation, regulations, and policy developments, our team will provide timely updates and analysis on federal actions that impact you. We will regularly meet with the City's congressional delegation, key committee staff, and federal agency leadership to get advance notice of any potential legislative and funding developments.

We will provide the City of Redmond with:

- Ongoing reports on the status of congressional and federal agency developments as well as progress on your legislative, regulatory, and program funding priorities.
- “*Eyes on Washington*” Updates: Regular updates on key developments in Congress and the executive branch.
- Regular “Week Ahead” E-mails: Highlighting key developments anticipated in the upcoming week that could impact the City of Redmond.
- Weekly Grant Notification: We comb through the Federal Register, Grants.gov, and other resources to identify specific federal grant funding that may be of interest.
- Hearing Summaries: Timely reports that include notes from the hearing, hearing transcripts, prepared witness and committee member statements, and relevant media stories about the hearing.

Maintaining Relationships with Key Federal Stakeholders

While we recognize that the City of Redmond has excellent relationships with its delegation, Holland & Knight also has longstanding ties with the entire Washington delegation and can assist the City with maintaining consistent, close contact with members and staff. As needed, we can help highlight The City's work with staff and ensure that the City of Redmond is viewed as a “go-to” resource for congressional members and Administration officials.

Understanding and Accessing Federal Funding

As previously mentioned, our team has an unparalleled track record of success helping our clients navigate the federal grant and appropriations process. Furthermore, Holland & Knight can help educate city staff about the full range of funding opportunities available.

Grants: We can help provide webinars and/or small group discussions around specific Notice of Funding Opportunities (NOFOs) – helping members and staff to understand the metrics in the grant NOFOs, and help stress certain project aspects that a federal agency may be more focused on during a particular round of funding.

Earmarks: Holland & Knight understands how to use the appropriations process to advance our clients' priorities and with the return of Community Project Funding and Congressionally Directed Spending – there has been an opportunity to secure funding. Over the past few years, we have ensured that our clients' member-directed spending requests were advanced by their House and Senate members.

Aggressive, Proactive Advocacy

Holland & Knight will actively and aggressively advocate for the City of Redmond's priority issues. These efforts include lobbying the Administration, the White House and key congressional committee leaders to help meet your objectives. As part of this advocacy, the firm will:

- Work closely with the Administration and Congress to achieve success on Redmond's federal agenda, including having regular contact with federal officials, strategizing on next steps, and assisting you in maintaining and strengthening your relationships.
- Engage in ongoing discussions with Congress to discuss your priorities, respond in a timely basis to inquiries and concerns, and gather insider information and intelligence to gain behind-the-scenes insights on challenges and opportunities for the City.
- Identify critical times in the federal legislative or budgetary process for Redmond's officials to contact congressional members or the Administration to advance your priority projects or issues.
- Assist with drafting all relative written materials for discussions with the Trump Administration and Congress.

Profile Raising

There are several tools Holland & Knight can use help continue to raise Redmond's profile at the federal level. This includes:

One-on-one meetings: As one of the most experienced and well-respected government practices of any law firm in the U.S., we know the value of in-person meetings in Washington, D.C. To secure these one-on-one meetings, we rely on our relationships with key lawmakers and legislative leaders on both sides of the aisle – some of which go back decades. We can also arrange meetings with top-level officials in the Administration. Plus, we often host more informal get-togethers with officials – both political and career – from Washington's myriad federal agencies as well as Capitol Hill.

Congressional Hearings and Public Forums: Using our close relationships on Capitol Hill as well as with key think-tanks, non-profits, and trade associations, Holland & Knight frequently helps create public forums to showcase our clients' priorities. These range from opportunities to testify at congressional committees on Capitol Hill to roundtables and "fireside chats" that garner media attention.

Earned and Social Media: Holland & Knight's team offers relationships with journalists, editors, producers, and bloggers at news outlets all over the world. These include CNN, BBC, Reuters, AP, Bloomberg, *The New York Times*, *The Wall Street Journal*, *Time*, *Los Angeles Times*, *The Washington Post*, *USA Today*, *Politico*, *60 Minutes*, NPR, NBC, ABC, CBS, FOX News, and MSNBC.

Coalition Building/Outside Stakeholders: Holland & Knight's success with local government clients would not be possible without our strong relationships with think tanks, foundations, business and private sector associations, labor organizations, minority leadership groups, and thought leaders. We work closely with these organizations to build coalitions and broaden support for policies and projects of importance to our clients. These groups also often host public forums that help generate attention for our clients in D.C.

Grass-Tops and Grass-Roots Engagement: Holland & Knight understands the value of deploying grassroots and how best to leverage thought leaders and validators. Throughout our engagement, we will continually advise Redmond officials when and how best to engage grassroots and grasstops to meet your legislative, policy, and regulatory objectives.

Regular Communications/Updates from Holland & Knight

To ensure that the Holland & Knight team remains closely connected to the City of Redmond, we will set up regular check-in calls to ensure you are kept up to date on all of our efforts and to provide any intel that will help you achieve your federal priorities. In addition, we are always willing to provide presentations to the board and/or relevant committees to help members fully understand developments

in Washington, D.C. We will also provide weekly updates on key developments in Congress and the executive branch.

Annual Federal Agenda Document

Holland & Knight will help the City with drafting, monitoring, and updating its federal agenda. We can help determine the legislative, political, and budgetary dynamics – the pressure points – that may affect these proposed projects/issues and what the challenges and opportunities may be to a successful outcome.

Official Visits to (and from) Washington, D.C.

When the Mayor or representatives from the City visit Washington, D.C., Holland & Knight can help arrange congressional, White House, and agency meetings. This includes helping with the logistics, drafting briefing materials and talking points, and helping to “staff” congressional and federal agency staff to be prepared to meet with City officials.

Holland & Knight will make all arrangements necessary, including:

- Securing meetings with House and Senate members and their staff, the White House, key federal agency officials, stakeholders, and potential coalition partners.
- Assisting with advance work, including developing talking points, briefing materials, position papers, and justification packets.
- Participating in all meetings to provide support and guidance.
- Assisting with follow-up after the visit to ensure that efforts on your behalf are sustained.
- Preparing the federal agency staff or congressional members’ key staff prior to your visit, so that the meetings are productive and efficient, and the staff are adequately prepared to discuss your projects and priorities.

Holland & Knight also will work to bring congressional members/staff and federal agency leadership to visit the City of Redmond. One of the best ways to jumpstart a federal policy effort is to invite national officials to conduct a site visit. This allows a local government to bring officials from both Congress and the executive branch to their community – including federal agency headquarters and regional and local offices. Once a site visit has occurred, it becomes easier to advocate for a particular federal policy or funding outcome.

Project Management

Team Lead Leslie Pollner will serve as the City of Redmond's relationship partner, responsible for overseeing the effective management of the engagement. Ms. Pollner has significant management and leadership experience coordinating complex advocacy matters and developing multi-faceted federal agendas.

Ms. Pollner will be responsible for ensuring the firm addresses the City's priorities and interests in a timely, thorough and cost-effective manner. She will stay in ongoing communication with your staff about Holland & Knight's activities on your behalf and your evolving needs. This approach helps to keep the entire Holland & Knight team working in sync with and accountable to the City. While we believe the role of relationship partners helps to make sure nothing falls through the cracks, it is important to emphasize that every member of the Holland & Knight team is accessible. A hallmark of Holland & Knight's work is that we act as a seamless extension of your team. We will provide timely updates to your staff and respond to inquiries related to the advancement of your goals. Every member of our team is available 24/7 to answer any questions.

Ongoing Communications: Our goal is to be a seamless part of the City of Redmond team. This includes:

Day-to-day contact. Leslie Pollner will ensure the City is fully served on a daily basis. All team members will be available to take your calls on a 24/7 basis – especially when an issue demands a quick turnaround.

Written weekly updates. As mentioned, we will provide the City with: a) our “Eyes on Washington” and “Week Ahead” weekly updates, which offer you the latest information on key developments in our nation's capital; b) weekly grant notifications, particularly any grants that could advance the City's priorities. Further, we will provide strategic grant analysis should the City be interested in pursuing a particular grant opportunity, giving insights into what it will take to be successful, along with the key metrics, program linkages, and partnering relationships needed to be regarded as highly competitive.

Evaluation of Performance/Results: We believe that evaluation of performance and results on a periodic basis needs to be built into the client-federal advocate relationship. We suggest having a sit-down discussion at least every six months between the team manager and the City executive/governmental team to go over contract objectives, project outcomes/achievements, progress toward results, and other factors of importance to reaching your objectives.

Cost Proposal

Holland & Knight would propose a monthly fixed-rate fee of \$10,000 for this engagement.

We are not offering a billable hour approach because Holland & Knight's Public Policy & Regulation Group has ended the use of billable hours for fixed-fee clients years ago. While most law firms continue to use a "billable hour" approach in charging for their federal advocacy services, we found the practice of logging time and billing public entity clients has several drawbacks.

For example, there is the inability of being able to use the full public policy talent within a 30-office firm without seeking to charge clients for the additional hours. Holland & Knight's approach provides the client with all of that advocacy talent and expertise as needed – at no additional cost.

The flat-fee approach also eliminates spikes in billing and permits our team to incorporate external legal expertise as required to supplement the work without adding hourly fees.

This approach toward billing has been well received. In fact, *the Financial Times* named Holland & Knight a "standout" among U.S. law firms that have developed creative ways in adding value to our client services.

Holland & Knight's proposed fee is all-inclusive. It covers all normal office overhead expenses, including, but not limited to, telephone, faxes, mail, copying, courier, subscriptions, and memberships. Holland & Knight also is happy to provide the City of Redmond with access to relevant subscriptions and publications that we subscribe to.

Professionals

Leslie I. Pollner



Senior Policy Advisor

Washington, D.C.

+1.202.469.5149

Leslie.Pollner@hklaw.com

Practices

Public Policy & Regulation | Federal Practice | State and Local Government Procurement | Tax-Advantaged Project Finance | Transit | Local Government Advocacy | Autonomous Transportation | Aviation Policy | Drone Practice | Transportation and Infrastructure Policy

Industries

Transportation & Infrastructure

Leslie Pollner is co-leader of Holland & Knight's Local Government Advocacy Team and a member of the firm's Public Policy & Regulation Group. Ms. Pollner focuses on several key industries, including transportation, economic development and housing. Her extensive experience in government at both the federal and local level allows her to help clients develop innovative solutions and advocacy strategies to achieve results.

Prior to joining the firm, Ms. Pollner was the deputy mayor for federal affairs in Los Angeles under Mayor Antonio Villaraigosa. She led the city of Los Angeles' office in Washington, D.C., directed its federal advocacy efforts, and managed lobbying teams at the Los Angeles port, airport and public utilities commissions. Ms. Pollner was also the principal liaison with the U.S. Conference of Mayors while Mayor Villaraigosa was the president of the organization and worked with mayors across the country on key issues, including building a coalition to support the transportation reauthorization bill.

Prior to that, Ms. Pollner was a two-time chief of staff for U.S. Reps. Suzanne Kosmas and Tim Mahoney, both of Florida. She has also worked in public affairs consulting and crisis communications support for Fortune 500 companies and helped develop communications strategies for the Bill & Melinda Gates Foundation, concentrating on the nonprofit's education investments.

Education

- Harvard University Kennedy School of Government, M.P.P.
- Coro Fellows Program
- Pomona College, B.A., *summa cum laude*

Lisa Ann Barkovic



Senior Policy Advisor

Washington, D.C.

+1.202.419.2486

lisa.barkovic@hkllaw.com

Practices

Public Policy & Regulation | Federal Budget and Appropriations | Federal Practice | Transit | Local Government Advocacy | Autonomous Transportation | Transportation and Infrastructure Policy

Industries

Transportation & Infrastructure

Lisa Barkovic is a senior policy advisor with the Public Policy & Regulation Group.

Ms. Barkovic has extensive experience in the areas of federal appropriations, transportation, environment, energy, and homeland security.

Prior to joining Holland & Knight, Ms. Barkovic served five years in the office of former Congressman Mark Foley (FL-16) as a legislative assistant. Her work there included managing all appropriation requests, developing legislative strategy in conjunction with outside groups and the Congressman's constituency on an array of issues, in addition to preparing talking points, drafting testimony and legislation. Ms. Barkovic also served as the primary congressional liaison for the Congressional Travel & Tourism Caucus.

Memberships

- Florida State Society
- Virginia Tech Alumni Association

Education

- Virginia Polytechnic Institute and State University, B.S., Political Science

Eve Maldonado O'Toole



Senior Policy Advisor

Washington, D.C.

+1.202.419.2505

eve.otoole@hklaw.com

Practices

Public Policy & Regulation | Federal Budget and Appropriations | Environment | Federal Practice | Government Representation | Local Government Advocacy

Industries

Healthcare & Life Sciences

Eve Maldonado O'Toole is co-leader of Holland & Knight's Local Government Advocacy Team. She brings more than 20 years of federal lobbying experience, with substantial background in local government/public sector advocacy, regulatory, appropriations and policy development, and in establishing and executing local public-private partnerships, successful grassroots campaigns and coalitions, and positioning state and local officials and municipalities nationally.

With close working ties to Congress and the executive branch, Ms. Maldonado O'Toole has a strong record of advancing a wide range of public interests. These include transportation and infrastructure, energy, environment, water, natural resources, community and economic development, public safety, housing and homelessness, health and human services, workforce, education, civil rights, telecommunications and technology, homeland security, emergency preparedness and recovery, defense and base reuse, and public finance.

Among other key local government/public agency and public-private partnerships, Ms. Maldonado O'Toole currently represents cities from San Francisco to Cleveland to Philadelphia, as well as Port of Los Angeles, Los Angeles County, Los Angeles County Development Authority and San Mateo County's transportation agencies. She also leads and manages the advocacy for several national coalitions, including Mayors and CEOs for U.S. Housing Investment, which brings bipartisan mayors together with business leaders to advocate on affordable housing, homelessness and housing stabilization.

Prior to joining Holland & Knight, Ms. Maldonado O'Toole served as senior vice president and director of the Intergovernmental Group practice of MARC Associates, a federal relations consulting firm. She also worked as a government affairs representative with another large law firm, serving as federal representative for Los Angeles County, as well as head of the Washington, D.C., office for the 480-member League of California Cities.

Ms. Maldonado O'Toole currently serves on the board of Voto Latino and the California State Society and has served on the board of The Representation Project and the Women's Campaign Fund. She also was vice president for development and treasurer for MANA, a national Latina organization.

Memberships

- [California State Society](#), Board Member
- [Voto Latino](#), Board Member

Education

- UCLA, B.A., Political Science

Lauri A. Hettinger



Senior Policy Advisor

Washington, D.C.

+1.202.469.5134

Lauri.Hettinger@hkllaw.com

Practices

Public Policy & Regulation | Local Government Advocacy | Aviation Policy | Supply Chain | Transportation and Infrastructure Policy

Industries

Energy & Natural Resources

Lauri Hettinger is a senior policy advisor in the Public Policy & Regulation Group in the Washington, D.C., office of Holland & Knight. Ms. Hettinger advocates for local government municipalities' and industry's infrastructure needs, including surface transportation, water resources, economic development and Army Corps of Engineers.

Prior to joining Holland & Knight, Ms. Hettinger served as staff director for the Senate Environment and Public Works Committee's Subcommittee on Transportation and Infrastructure Ranking Member, George Voinovich (R-OH). In this role, she served as his primary advisor on transportation, water infrastructure, environment, Army Corps of Engineers and economic development. Ms. Hettinger also served as a legislative assistant to Senator Norm Coleman (R-MN), handling his infrastructure, environment, energy and appropriations issues. During the 2002 election cycle, Ms. Hettinger was a senior research analyst for the National Republican Senatorial Committee. She started her legislative career in the office of Senator Strom Thurmond as a legislative correspondent.

Education

- Presbyterian College, B.S., Psychology, Political Science, *summa cum laude*

Scott D. Mason



Senior Policy Advisor

Washington, D.C.
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Practices

Government Representation | Local Government Advocacy | Federal Budget and Appropriations | Energy | Federal Practice | Congressional Investigations | Public Policy & Regulation | Legislative Tax Practice | Korea Practice | Digital Assets and Blockchain Technology

Scott D. Mason is a senior policy advisor in Holland & Knight's Washington, D.C., office. Mr. Mason has served in senior public and government affairs roles in Washington, D.C., North Carolina, Florida and Texas for more than 30 years.

Mr. Mason's experience includes lobbying and strategic government affairs consulting, focusing on Capitol Hill and numerous regulatory agencies across the government. He has significant experience working on major policy initiatives, including tax and financial services issues; blockchain; healthcare reform; retail industry issues, including loss prevention, transportation and interchange issues; immigration; infrastructure initiatives; energy projects; and other key priorities.

Since 2017, Mr. Mason has worked extensively on financial technology issues, including blockchain, digital assets and cryptocurrency. He has deep relationships across Congress, but especially with the U.S. Senate Committee on Banking, Housing, and Urban Affairs and the Committee on Finance and the U.S. House Committee on Financial Services. His clients have been called to testify on pending legislation and serve as industry experts. In addition, Mr. Mason has served on multiple domestic and international conference panels discussing the U.S. legislative and regulatory approach to these technologies, and other pending issues before Congress.

Mr. Mason has grassroots, government affairs and public affairs experience with several major trade associations and large corporations, including Anheuser-Busch, Samsung North America, the United Services Automobile Association (USAA), the Beer Institute and the American Medical Association.

Prior to joining Holland & Knight, Mr. Mason served as the director of congressional relations for Donald J. Trump for President Inc. in 2016, as well as the subsequent 2016 Presidential Transition Team. In these roles, Mr. Mason was responsible for all congressional relations and communications between the Trump campaign and transition team and Republicans on Capitol Hill.

Prior to joining the presidential campaign, Mr. Mason served as vice president of government affairs for Fortune 50 home improvement retailer Lowe's Companies Inc., leading the local, state and federal government affairs program from 2005 to 2015. In this role, he represented the company on issues involving trade, tax, healthcare, energy, labor and financial services, among others. He successfully established the Lowe's brand on Capitol Hill, adding an important retail voice on the broad array of internal and customer-related issues facing the company.

Honors & Awards

- Top Lobbyist - Hired Guns, *The Hill*, 2019-2024

Education

- Furman University, B.A., Political Science and French

Offices

United States Offices

Atlanta

1180 W. Peachtree Street, Suite 1800
Atlanta, GA 30309

Austin

98 San Jacinto Boulevard, Suite 1900
Austin, TX 78701

Birmingham

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Boston, MA 02116

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1901 Avenue of the Stars, Suite 1200
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Charlotte

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Charlotte, NC 28203

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633 Chestnut Street, Suite 1400
Chattanooga, TN 37450

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Chicago, IL 60606

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1722 Routh Street, Suite 1500
Dallas, TX 75201

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1801 California Street, Suite 5000
Denver, CO 80202

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Fort Lauderdale, FL 33301

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811 Main Street, Suite 2500
Houston, TX 77002

Jacksonville

50 North Laura Street, Suite 3900
Jacksonville, FL 32202

Los Angeles

400 South Hope Street, 8th Floor
Los Angeles, CA 90071

Miami

701 Brickell Avenue, Suite 3300
Miami, FL 33131

Nashville

Nashville City Center
511 Union Street, Suite 2700
Nashville, TN 37219

Newport Beach

4675 MacArthur Court, Suite 900
Newport Beach, CA 92660

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787 Seventh Avenue, 31st Floor
New York, NY 10019

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200 South Orange Avenue
SunTrust Center, Suite 2600
Orlando, FL 32801

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1650 Market Street, Suite 3300
Philadelphia, PA 19103

Portland

601 SW Second Avenue, Suite 1800
Portland, OR 97204

Richmond

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Richmond, VA 23219

San Francisco

560 Mission Street, Suite 1900
San Francisco, CA 94105

Stamford

263 Tresser Boulevard, Suite 1400
Stamford, CT 06901

Tallahassee

315 S. Calhoun Street, Suite 600
Tallahassee, FL 32301

Tampa

100 North Tampa Street, Suite 4100
Tampa, FL 33602

Tysons

1650 Tysons Boulevard, Suite 1700
Tysons, VA 22102

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06600, CDMX, México

Monterrey

Holland & Knight México, S.C.
Ricardo Margáin No. 335, Torre II, Piso 3
Col. Valle del Campestre
San Pedro Garza García, N.L.
66265, México

THIS AGREEMENT is entered into on _____, 20_ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement. In addition, the services for which the CITY has engaged CONSULTANT are "law-related services" and not "legal services." In other words, CONSULTANT will not be acting as the CITY'S lawyers in this matter, but rather in a lobbying capacity utilizing non-lawyer personnel. As such, the protections which accompany an attorney-client relationship do not apply. For example, while CONSULTANT will keep the CITY'S information confidential, the specific rules governing lawyers and client confidential information do not apply. Further, CONSULTANT'S lawyers would not be prohibited from providing legal services to clients in unrelated legal matters that are adverse to the CITY. While conflicts of interest rules applicable to lawyers would not apply, CONSULTANT would not undertake lobbying services for another client adverse to the matter on which CONSULTANT has engaged the CITY'S services

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties. No provisions under this Agreement shall be construed to require any specific

legislative, public affairs, or public policy outcome

3. **Payment.** The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. **Changes in Work.** The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. **Extra Work.**

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased

except by specific written amendment of this agreement.

6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

Please include Michael Chapman as General Counsel on all notices – michael.chapman@hklaw.com

12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** Either party reserves the right to terminate this agreement at any time upon ten (10) days written notice to the non-terminating party. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT _____
INSURANCE ADDENDUM

THIS ADDENDUM modifies the provisions of the (check one): ___ General Services Agreement, ___ Non-Public Work Consultant Agreement, ___ Instructional Services Agreement, ___ Social/Community Services Agreement, ___ Short Term Facility Agreement, ___ Fixed Asset Loan Agreement, ___ Three Party Consultant Agreement (hereinafter "the Agreement") or ___ Public Work Consultant Agreement entered into between the parties on _____, _____.

THE UNDERSIGNED PARTIES agree to modify paragraph 8 (if a General Services Agreement), 9 (if Non-Public Work Consultant Agreement), 7 (if Instructional Services Agreement), 6 (if Social/Community Services Agreement), 9 (if Short Term Facility Agreement), 5 (if Fixed Asset Loan Agreement), 10 (if a Three Party Consultant Agreement) or 8 (if Public Work Consultant Agreement) as follows (check all applicable items):

- ___ The general public liability and property damage insurance limit is increased/reduced to \$ _____ (insert amount).
- ___ The professional liability insurance amount is increased/reduced to \$ _____ (insert amount). This item relates to Consultant and Three Party Consultant Agreements only.
- ___ The professional liability insurance requirement is eliminated. This item relates to Consultant and Three Party Consultant Agreements only.
- ___ The insurance provisions are otherwise modified as follows:

Except as expressly modified above, all insurance-related terms and conditions of the Agreement will remain unchanged and in full force and effect. The City has made no recommendation to the contractor/consultant as to the insurance necessary to protect the contractor/consultant's interests and any decision by the contractor/consultant to carry or not carry insurance amounts or coverage in excess of the above is solely that of the contractor/ consultant.

DATED _____, _____.

CITY OF REDMOND

CONTRACTOR/CONSULTANT

MAYOR ANGELA BIRNEY

By: _____
Title: _____

ATTEST/AUTHENTICATED:

APPLICANT (IF THREE PARTY CONSULTANT AGREEMENT

CITY CLERK, CITY OF REDMOND

By: _____
Title: _____

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

APPROVED:

RISK MANAGER, CITY OF REDMOND



Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. AM No. 25-038
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

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

Public Works	Vangie Garcia	Deputy Director
Public Works	Triston Osborne	Streets and Fleet Operations Manager

TITLE:

Adoption of a Resolution for the Transportation Benefit District Material Change Policy

- a. Resolution No. 1600: A Resolution of the City Council of the City of Redmond, Washington, Adopting a Transportation Benefit District Material Change Policy

OVERVIEW STATEMENT:

The Transportation Benefit District (TBD) is a funding entity for transportation improvements that was established in 2023 by the City under ordinance 3120, adopted into the Redmond Municipal code chapter 3.93, as provided by state code RCW 36.73. Per state code, a material change policy is required to address major changes to cost, scope, or schedule that affect capital project delivery.

To fulfill TBD obligations, Public Works is requesting that the Council adopt a material change policy for instances where project cost or scope changes exceed twenty percent (20%). Once adopted, the policy will be incorporated into the Finance Department's fiscal policies.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2025-2026 Budget Priorities
Safe and Resilient Objective 7: Invest in infrastructure preservation and replacement across the City to maintain

the current level of service, reliability, and safety of capital assets and provide timely and cost-effective replacement

- **Required:**
Adoption of a Resolution requires Council approval.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The projects funded by the TBD result in improved accessibility and safety within the City’s sidewalk and walkway network and extends the service life of city streets. As stated in RMC 3.93, each update of the six-year Transportation Improvement Program (TIP) identifies projects that constitute transportation projects that shall be funded by the TBD as funding becomes available. As the governing board for the TBD, this change policy provides a framework for the Council to address major changes that affect project delivery or the ability to finance the transportation plan.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
Finance solicited public input to evaluate community priorities for the Transportation Benefit District funding.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
N/A

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:
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
4/23/2024	Study Session	Receive Information
3/11/2025	Study Session	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:
N/A

ATTACHMENTS:
Attachment A: Draft Resolution for TBD Material Change Policy

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF REDMOND, WASHINGTON, ADOPTING A
TRANSPORTATION BENEFIT DISTRICT MATERIAL
CHANGE POLICY

WHEREAS, the City Council adopted Ordinance No. 3120, adopting a New Chapter 3.93 to the Redmond Municipal Code Establishing a Transportation Benefit District (TBD); Specifying the Boundaries for the Transportation Benefit District; Specifying the Transportation Improvements to be Funded by the Transportation Benefit District; and Authorizing the Transportation Benefit District Board to establish a One-Tenth of One Percent Sales Tax and Other Charges as Authorized by Chapter 36.73 RCW; and

WHEREAS, the City Council adopted Ordinance No. 3123, assuming the Rights, Powers, Functions, and Obligations of the Redmond Transportation Benefit District and Abolishing the Governing Board of the District as an Entity Separate from the Redmond City Council; and

WHEREAS, the City Council adopted Ordinance No. 3126, adding a New Section 3.93.055 to the Redmond Municipal Code Imposing an Additional Sales and Use Tax of One-Tenth of One Percent Within the Boundaries of the Redmond Transportation Benefit District for the Purpose of Financing the Costs Associated with Transportation

Improvements in the District as Authorized by RCW 36.73.065 and RCW 82.14.0455; and

WHEREAS, the City has assumed the obligations of the TBD and is required by RCW 36.73.160 to develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan; and

WHEREAS, the City has assumed the obligations of the TBD and is also required by RCW 36.73.160 to issue an annual report, indicating the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules to the public and to newspapers of record.

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

Section 1. Material Change to Cost and Scope. In the event a transportation improvement project, funded mainly by the TBD, exceeds its project cost or scope by more than twenty percent (20%) as identified in the City's Capital Investment Plan for such improvement, a public hearing shall be held to solicit comments from the public regarding how the cost or scope change should be resolved.

Section 2. Material Change to Schedule. In the event the schedule of a transportation improvement materially changes in a way that significantly impacts other TBD projects or funding or

schedule changes exceed three hundred and sixty-five (365) days, staff shall consult with and review such changes with Council.

Section 3. Definition of Material Changes. "Material changes" as used in Sections 1 and 2 above means a change, knowledge of which would, more likely than not, have affected the governing body's decision regarding the project. The Council, as the governing board for the TBD, shall have the authority to determine whether material changes have occurred.

ADOPTED by the Redmond City Council this _____ day of _____, 2025.

APPROVED:

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

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



Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. AM No. 25-039
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill, AICP	Planning Manager
Planning and Community Development	Ian Lefcourte, AICP	Senior Planner

TITLE:

Approval of the 2025-26 Budget and Work Program for A Regional Coalition for Housing (ARCH), and, Adoption of a Resolution Approving the Allocation of \$1,056,800 to A Regional Coalition for Housing (ARCH) for the Development of Affordable Housing

- a. Resolution No. 1601: A Resolution of the City Council of the City of Redmond, Washington, Authorizing the Duly-Appointed Administering Agency for A Regional Coalition for Housing (ARCH) to Execute all Documents Necessary to Enter into Agreements for the Funding of Affordable Housing Projects, as Recommended by the ARCH Executive Board, Utilizing Funds from the City’s Housing Trust Fund

OVERVIEW STATEMENT:

2025-26 Administrative Budget and Work Program:

City staff and the ARCH Executive Board recommend that the City Council approve the 2025-26 Budget and Work Program for A Regional Coalition for Housing (ARCH). The 2025 ARCH Budget and Work Program is required to be approved by each of the 16 member councils that are party to the Interlocal Agreement.

ARCH was created in 1992 through an interlocal agreement between several eastside cities and King County. ARCH assists member governments in developing housing policies, strategies, programs, and development regulations; coordinates members’ financial support to groups creating affordable housing; and assists people looking for affordable rental and ownership housing. In 2024, the ARCH Executive Board adopted a [Strategic Plan](https://www.archhousing.org/s/ARCH-Strategic-Plan-2024.pdf) <<https://www.archhousing.org/s/ARCH-Strategic-Plan-2024.pdf>> designed to “Build More Affordable Housing Faster”. The proposed budget and work program support implementation of the strategic plan.

The proposed 2025-26 administrative budget request to Redmond is \$293,990 in 2025 and \$304,655 in 2026. This represents a 25% increase from the 2024 budget to 2025, and a 4% increase from 2025 to 2026. The increase provides expanded staffing capacity (two new full-time employees) and ensures staffing can maintain current levels of support for administering local housing programs, including the ARCH homeownership program, ARCH rental program and local incentive programs. The two new FTEs will predominantly be focused on (1) state and regional strategies to advance policies/funding necessary to broadly increase production of affordable housing; and (2) local strategies to advance

more development opportunities through use of surplus properties, community partnerships, and zoning tools. The budget also includes some basic inflationary increases.

The 2025-26 Budget and Work Program details are provided in **Attachment A**.

Resolution Approving Allocation of Housing Trust Funds:

Staff recommends that the City Council adopt a resolution (**Attachment B**) to authorize the allocation of \$1,056,800 from the Housing Trust Fund to A Regional Coalition for Housing (ARCH) to finance affordable housing projects in East King County communities per the December 2024 Housing Trust Fund (HTF) Recommendations (**Attachment B, Exhibit A**).

The ARCH Executive Board reviews funding requests received from non-profit housing providers every fall for projects related to affordable housing. The ARCH Executive Board provides recommendations to member Councils for funding early the following year. These recommendations must be approved by member Councils. This process is conducted annually.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
The Comprehensive Plan Housing Element provides a framework for housing goals, policies, and actions to address housing needs that advance the City’s vision. Redmond 2050 Housing Policies HO-17 and HO-23 direct the City to cooperate with A Regional Coalition for Housing (ARCH) to attain a variety of housing process and outcome goals.
- **Required:**
The ARCH Interlocal Agreement of 1992 as amended in 2010 requires that both 1) ARCH work program and budget and 2) funds for affordable housing, be approved by each member council.
- **Council Request:**
N/A
- **Other Key Facts:**
This is an annual process with ARCH and associated member jurisdictions.

OUTCOMES:

2025-26 Administrative Budget and Work Program:

ARCH supports housing across East King County communities through a cooperative approach and creates efficiencies in housing planning and affordable housing project development. ARCH collaborates with local members, including Redmond, to:

- Administer the Housing Trust Fund;
- Support proposals to acquire dedicated funding for affordable housing;
- Facilitate production of affordable housing;
- Steward affordable housing assets;

- Analyze affordable housing practices;
- Review legal decisions related to affordable housing;
- Develop measurable goals for production and preservation of affordable housing; and
- Manage select affordable housing programs and projects.

Further information is contained in **Attachment A**.

Resolution Approving Allocation of Housing Trust Funds:

The ARCH Executive Board concurred with the recommendations of the ARCH Community Advisory Board and recommends allocation of municipal Housing Trust Funds totaling \$4.3 million for three housing efforts with a total of 245 units. The total request of Redmond is \$1,056,800.

1. Aventine
 - a. Funding Request of Redmond: \$221,200
 - b. Affordable Units: 66
 - c. Located in Bellevue
2. Larus
 - a. Funding Request of Redmond: \$835,600
 - b. Affordable Units: 175
 - c. Located in Kenmore

The third housing effort, Emily House, will be awarded funds from two sources: Community Development Block Grant (CDBG) and Issaquah's Inclusive Housing Investment Pool (IHIP). As such, there are no funds requested from the City of Redmond.

3. Emily House
 - a. Funding Request of Redmond: \$0
 - b. Affordable Units: 4
 - c. Located in Issaquah

Further information is contained in **Attachment B**.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Annual process.
- **Outreach Methods and Results:**
Budget Work Program: Opportunity for input through Council review process.

HTE: ARCH staff met with member cities' planning and human services staff to conduct a preliminary review of applications before forwarding applications to the Community Advisory Board (CAB). The CAB is recruited using public notices, website announcements, and email communications with the help of member cities. The CAB is appointed by the Executive Board.

- **Feedback Summary:**
Any work program feedback provided will be summarized by staff and provided to Council.
2024 Award Recommendations are included in **Attachment B, Exhibit A**.

BUDGET IMPACT:

Total Cost:

Total: \$1,300,158

- \$234,358 for the City of Redmond contribution to 2025-26 ARCH administrative budget.
- \$1,056,800 for the City of Redmond contribution to the 2024 Housing Trust Fund Award.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

Administrative Budget and Work Program: 0000307 Housing and Human Services

HTF: CIP Budget - Citywide Investments

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

Administrative Budget and Work Program: General Fund

HTF: Capital Investment Program (CIP); functional area: General Government

Budget/Funding Constraints:

HTF funds are dedicated to providing increased affordable housing choices for a diverse population through contributions to ARCH (A Regional Coalition for Housing)

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/4/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:

ARCH requests the timely approval of the 2025-26 ARCH Work Program and Budget.

Timely approval of the ARCH Executive Board request for the Housing Trust Fund recommendations will allow for the timely allocation of funds for affordable housing in East King County.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, ARCH would not have Redmond funds to contribute to its 2025-26 operations and implementation of its work program. Failure to approve these funds would violate the terms of the interlocal agreement with ARCH and the other member jurisdictions.

If not approved, ARCH will not have Redmond funds to contribute to the regional efforts to advance affordable housing projects that meet urgent local priorities.

ATTACHMENTS:

Attachment A: ARCH Memo to Councils - 2025-26 ARCH Budget and Work Program

Attachment B: Resolution - Draft

Exhibit A. ARCH Memo to Councils - ARCH 2024 Award Recommendations Binder



A Regional Coalition for Housing

Over 30 years of bringing cities together to house East King County

Together Center Campus
16307 NE 83rd St, Suite 201
Redmond, WA 98052
(425) 861-3677

MEMORANDUM

Date: June 26, 2024
From: Lindsay Masters, ARCH Executive Director
To: ARCH Member Councils
Subject: ARCH 2025-26 Budget and Work Program

Please find attached the 2025-26 ARCH Budget and Work Program, which was adopted by the ARCH Executive Board in June of 2024. Earlier this year, the ARCH Executive Board adopted a [Strategic Plan](#) designed to “Build More Affordable Housing Faster”. This 2025-26 Budget and Work Program was crafted with the intent to move the Strategic Plan into action, elevating new strategies, building organizational capacity to implement those strategies, and carrying forward existing core work program commitments. Both the Strategic Plan and this 2025-26 Budget and Work Program are the result of collaboration and discussion among our members, and ARCH will continue to value your input and guidance as we advance these efforts.

Thank you for your support of ARCH’s mission and your continued commitment to working as a coalition. Together, we are making meaningful progress and look forward to taking shared action to **build more affordable housing faster**.

Attachments:

1. ARCH Strategic Plan Summary
2. 2025-26 ARCH Administrative Budget
3. 2025-26 ARCH Work Program

ARCH MEMBERS

BEAUX ARTS VILLAGE ♦ BELLEVUE ♦ BOTHELL ♦ CLYDE HILL ♦ HUNTS POINT ♦
ISSAQUAH ♦ KENMORE ♦ KIRKLAND ♦ MEDINA ♦ MERCER ISLAND ♦ NEWCASTLE ♦ REDMOND ♦
SAMMAMISH ♦ WOODINVILLE ♦ YARROW POINT ♦ KING COUNTY

ARCH 2024

STRATEGIC PLAN SUMMARY

BUILDING MORE AFFORDABLE HOUSING FASTER

A Regional Coalition for Housing (ARCH) was founded in 1992 as a joint undertaking of local jurisdictions to address the growing need for affordable housing in East King County. Since then, the dramatic growth in need for affordable housing has created greater pressure on ARCH's efforts and a widening gap in resources to effectively meet that need.

In 2023, the ARCH Executive Board initiated a strategic planning process to support its **VISION:**

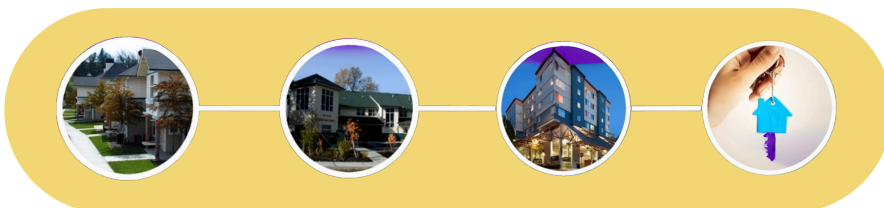
“ —
That East King County is a thriving, inclusive community where the housing needs of people of all income levels are met. — ”

The resulting Strategic Plan creates a framework that will help align and guide ARCH over the coming years.



MEMBER JURISDICTIONS

Beaux Arts Village
Bellevue
Bothell
Clyde Hill
Hunts Point
Issaquah
Kenmore
King County
Kirkland
Medina
Mercer Island
Newcastle
Redmond
Sammamish
Woodinville
Yarrow Point



2024 STRATEGIC PLAN

TO BEGIN, WE'LL FOCUS ON:

- **Pursuing organizational and governance changes** that streamline decision-making, empower the coalition to tackle major policy challenges, and increase education and engagement by members' elected officials in affordable housing.
- **Focusing on targeted state and regional policy efforts that increase funding** and reduce barriers that contribute to the cost of affordable housing development.
- **Supporting high impact special projects and local strategies** that result in creating more affordable housing faster.
- **Providing an efficient vehicle for members to implement local funding and developer incentive programs** and steward the affordable housing assets created through those programs.
- **Focusing on partnerships** to streamline our work and support the broader range of needs of low-income renters and homeowners.

FOR MORE INFORMATION CONTACT
[ARCH INFO@ARCHHOUSING.ORG](mailto:ARCH_INFO@ARCHHOUSING.ORG)



MISSION:

To preserve and increase housing for low- and moderate-income households in East King County.



BUILDING
MORE AFFORDABLE
HOUSING FASTER!

Final 2025-26 ARCH Administrative Budget

Adopted by ARCH Executive Board

June 13, 2024

	2024 Adopted Budget	2025-26 Budget Recommendation			
		2025	2026	% change from '24	% change from '25
I. TOTAL EXPENSES	\$ 2,251,199	\$ 2,720,754	\$ 2,827,690	20.9%	3.9%
A. Personnel	\$ 1,981,178	\$ 2,427,721	\$ 2,532,678	22.5%	4.3%
Salaries	\$ 1,492,415	\$ 1,848,491	\$ 1,911,173		
Benefits	\$ 488,763	\$ 579,230	\$ 621,505		
B. Operating	\$ 105,192	\$ 120,787	\$ 120,117	14.8%	-0.6%
Rent & Utilities	\$ 44,133	\$ 42,000	\$ 44,133		
Telephone	\$ 7,819	\$ 7,840	\$ 8,075		
Internet	\$ 3,042	\$ 3,042	\$ 3,164		
Travel/Training	\$ 2,600	\$ 6,000	\$ 6,180		
Auto Mileage	\$ 1,500	\$ 1,150	\$ 1,185		
Postage/Printing	\$ 2,678	\$ 2,500	\$ 2,678		
Office Supplies	\$ 2,500	\$ 2,700	\$ 2,678		
Software licensing (website, database, etc.)	\$ 21,420	\$ 25,000	\$ 25,750		
IT Equipment Replacement	\$ 4,500	\$ 8,600	\$ 5,000		
Periodical/Membership	\$ 15,000	\$ 15,450	\$ 15,914		
Misc. (furniture, events, job posting fees, etc.)	\$ 3,000	\$ 6,505	\$ 5,361		
C. In-Kind Admin/Services	\$ 44,830	\$ 46,495	\$ 48,223	3.7%	3.7%
Insurance	\$ 32,000	\$ 33,280	\$ 34,611		
IT Services	\$ 12,830	\$ 13,215	\$ 13,611		
D. Professional Services / Consulting	\$ 120,000	\$ 125,750	\$ 126,673	4.8%	0.7%
Consultant Contracts	\$ 25,000	\$ 25,750	\$ 26,523		
Outside Legal Counsel Contract	\$ 95,000	\$ 95,000	\$ 95,000		
Translation and Interpretation	\$	\$ 5,000	\$ 5,150		
II. TOTAL INCOME	\$ 2,251,199	\$ 2,720,754	\$ 2,827,690	20.9%	3.9%
A. Member Contributions (General Fund \$)	\$ 1,910,802	\$ 2,377,357	\$ 2,460,218	24.4%	3.5%
Beaux Arts Village	\$ 3,019	\$ 3,187	\$ 3,294	5.6%	3.3%
Bellevue	\$ 485,060	\$ 600,541	\$ 622,327	23.8%	3.6%
Bothell	\$ 135,990	\$ 172,748	\$ 178,110	27.0%	3.1%
Clyde Hill	\$ 8,954	\$ 11,205	\$ 11,553	25.1%	3.1%
Hunts Point	\$ 3,019	\$ 3,187	\$ 3,294	5.6%	3.3%
Issaquah	\$ 126,837	\$ 157,108	\$ 162,807	23.9%	3.6%
Kenmore	\$ 71,011	\$ 88,579	\$ 91,517	24.7%	3.3%
Kirkland	\$ 297,651	\$ 366,910	\$ 380,220	23.3%	3.6%
Medina	\$ 8,408	\$ 10,538	\$ 10,865	25.3%	3.1%
Mercer Island	\$ 76,611	\$ 95,259	\$ 98,405	24.3%	3.3%
Newcastle	\$ 40,281	\$ 50,076	\$ 51,819	24.3%	3.5%
Redmond	\$ 234,358	\$ 293,990	\$ 304,655	25.4%	3.6%
Sammamish	\$ 194,426	\$ 243,510	\$ 251,257	25.2%	3.2%
Woodinville	\$ 38,041	\$ 47,952	\$ 49,440	26.1%	3.1%
Yarrow Point	\$ 3,920	\$ 4,615	\$ 4,758	17.7%	3.1%
King County	\$ 183,216	\$ 227,952	\$ 235,897	24.4%	3.5%
B. Bellevue Detail (General Fund + 1590)	\$ 661,142	\$ 776,623	\$ 814,799	17.5%	4.9%
Cash Contributions	\$ 212,510	\$ 315,522	\$ 338,836		
In-Kind Contributions	\$ 448,631	\$ 461,101	\$ 475,963		
Personnel (Gen Fund and 1590)	\$ 403,801	\$ 414,606	\$ 427,740		
Insurance	\$ 32,000	\$ 33,280	\$ 34,611		
IT Services	\$ 12,830	\$ 13,215	\$ 13,611		
C. Other Income	\$ 167,315	\$ 167,315	\$ 175,000	0.0%	4.6%
Administrative Fees	\$ 165,000	\$ 165,000	\$ 135,000		
Interest Earnings	\$ 2,315	\$ 2,315	\$ 40,000		

ARCH WORK PROGRAM: 2025-26

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ARCH WORK PROGRAM: 2025-26

2025-26 Priorities

In 2025-26, ARCH will elevate the following priorities in its Work Program:

- Implement annual engagement efforts with ARCH member stakeholders (including staff, planning commissioners and elected officials) to increase knowledge and understanding of affordable housing in the region
- Convene ARCH coalition members to develop targeted legislative priorities related to funding for affordable housing and/or reducing barriers to affordable housing development
- Facilitate and advance proposals for dedicated revenue sources for affordable housing in East King County
- Complete a study of ARCH's legal and governance structure to facilitate changes that streamline processes and better advance ARCH's mission
- Assist members to implement policies to reduce cost burden in affordable housing
- Pursue partnerships and advance the development of high impact special projects, including transit-oriented development projects and other projects on public lands

I. AFFORDABLE HOUSING INVESTMENT

A. Local Investment Coordination and Administration

ARCH works on behalf of members to make recommendations on the use of public funding for the development and preservation of affordable housing and implement investment of local resources. This involves managing multiple types of funding through coordinated processes to maximize the impact of local resources. Specific programs are described below, with coordinated program activities including:

- **Annual Funding Round.** Advertise the collective set of available funds and manage competitive processes on behalf of member cities. Coordinate funding recommendations between programs.
- **Public Funding Coordination.** Work collaboratively with public funders at the State and local levels to promote shared affordable housing goals and equitable geographic distribution of resources. Review and provide input to other funders for Eastside projects that apply for County (HOF, RAHP, HOME, TOD, etc.) and State (Tax Credit, State Housing Trust Fund) resources. Provide input to the King County Joint Recommendations Committee (JRC) on behalf of participating Eastside jurisdictions. Assist N/E consortium members with evaluating and making a recommendation to the County regarding CDBG allocations to affordable housing.
- **Private Funding Coordination.** Work with private investors and lenders to maximize leverage of ARCH members' investments into affordable housing and negotiate public benefits from investment of housing funds. Engage with Enterprise Community Partners and other investors on administration and potential extension of the Regional Equitable Development Initiative (REDI) Fund. Complete implementation of a Bridge Financing Pilot in partnership with Microsoft. Coordinate with Amazon to ensure projects in ARCH pipeline are considered for Amazon Housing Equity Fund program.
- **Project Pipeline Management.** Work with member cities and project sponsors to develop a robust pipeline of projects to be funded over the next five years (see related work on Transit Center sites, below). Actively vet potential projects, and lead funding policy and prioritization discussions with the ARCH Executive Board to facilitate planning and decision-making.

B. ARCH Housing Trust Fund

Annual Funding Round and Community Advisory Board. Develop funding priorities and evaluation criteria for the annual Housing Trust Fund round. Review funding applications and develop recommendations through the Community Advisory Board (CAB), with input from member staff. Develop final recommendations by the ARCH Executive Board and facilitate funding allocations through member councils. Provide ongoing support to CAB throughout the year, including conducting educational sessions to build CAB members' knowledge and capacity.

Contract Development and Administration. Prepare contract documents in consultation with legal counsel and facilitate execution of contracts with the Administering Agency (Bellevue). Review and approve disbursement of funds to awarded projects in accordance with executed contracts. Maintain and update ARCH's standard form of agreements.

Centralized Trust Fund Reporting. Work with Administering Agency to maintain records and produce regular financial reports for the ARCH Trust Fund accounts. Update internal policies and procedures regarding records maintenance efforts coordinated with the Administering Agency.

HB 1406 Sales Tax. Develop systems and procedures to manage contributions, commitments and expenditures of pooled sales tax revenue authorized by HB 1406. Work with the Department of Commerce to ensure timely and complete reporting in compliance with state requirements.

Parity Goals. Maintain annual goals for individual member investments through the ARCH HTF, while pursuing broader strategies to increase overall investment levels in affordable housing in East King County.

C. Bellevue Housing Stability Program

Annual Request for Proposals. On an annual basis, verify and advertise available funds for capital, operating and maintenance and services funds. Solicit application interest and provide in-depth review of funding applications. Develop recommendations through a Bellevue interdepartmental staff team, ensuring coordination with the Trust Fund and other regional and state funding processes. Coordinate with City staff and present recommendations to the Bellevue City Council for approval.

Contract Development and Administration, Reporting. Prepare contract documents in consultation with legal counsel and facilitate approval of contracts. Review and approve disbursement of funds to awarded projects in accordance with executed contracts. Maintain contract data and assist with regular reporting to the Bellevue City Council.

Support for Other HSP Initiatives. Provide advice and support for other City initiatives funded through the Housing Stability Program, such as acquisition and preservation partnerships. Support may include assisting with overall outreach and engagement, evaluation of project feasibility, development of funding terms and conditions and preparation of project agreements.

D. Special Projects and Other Local Housing Investments

ARCH provides expertise to advance special projects and initiatives that require unique financing, land use or partnership strategies that leverage significant development opportunities, including projects on underutilized public, nonprofit or faith community property. Activities include:

Local Housing Investments. Provide strategic policy support and administrative capacity to cities making targeted investments in housing, including RFP development and administration. Example funding types include fee in lieu funds, dedicated sales tax funds, pass through of state grant funds or other sources directed by individual cities. Ensure coordination with regional funding processes to maximize affordable housing outcomes.

Transit-Oriented Development Sites. Assist cities with advancing and coordinating affordable housing projects near transit. Partner with Sound Transit, King County Metro and other public agencies to maximize opportunities on public property. Current opportunities include sites in Bel-Red, Overlake, Downtown Redmond, Marymoor, Issaquah, Kirkland, Bothell, and Kenmore.

Surplus Property/Underdeveloped Property. Assist with evaluation of public surplus or underutilized private property (e.g., faith community properties) for suitability of affordable housing. Provide technical assistance to property owners interested in supporting affordable housing. Develop an inventory of promising public and nonprofit property and begin to engage owners to gauge interest in disposition for housing. Complete financial feasibility studies to inform potential property offerings.

Preservation of At-Risk Affordable Housing. Work with member cities to facilitate acquisitions or other strategies to preserve existing housing where affordability is at risk of being lost, including at-risk manufactured housing communities. As needed, assist with responding to notices of sale of HUD assisted properties received by member cities, or other information indicating an impending loss of existing affordable housing.

Strategic Predevelopment Investment. With approval of the Executive Board, invest in predevelopment studies to investigate feasibility of special projects.

Private Sector Engagement. Support efforts by ARCH member cities to engage employers and private sector entities in discussions around the need for more affordable housing and identifying options for public-private partnerships.

II. HOUSING POLICY AND PLANNING

A. Local Policy, Planning and Code Development

ARCH provides assistance directly to member cities on a range of local planning efforts. Local planning efforts with individual member cities may be found in *Attachment A*. These efforts may take different forms, such as:

- **Housing Element Updates.** Work with members to update comprehensive plan housing elements.
 - Assist with understanding and complying with new housing-related requirements under the Growth Management Act and Countywide Planning Policies.
 - Prepare an east King County housing needs analysis with focused analyses for each city—including projected affordable housing needs—to fulfill GMA requirements.
 - Coordinate local and ARCH affordable housing goals with King County Affordable Housing Committee and Countywide Planning Policies.
 - Assist with policy writing, outreach, presentations, etc. as needed.
- **Housing Strategy and Action Plans.** Assist members to prepare housing strategies to implement housing elements and create council work plans. Cities with completed or ongoing strategy and action plans include Bellevue, Issaquah, Kenmore, Bothell, Kirkland, Redmond, and Sammamish.

- **Incentive Program Design.** Provide economic analysis and policy and program development support to design local housing incentive programs, including land use, property tax, impact fee waivers, parking reductions and other incentives. Develop standard tools or models that can be used by member cities/staff to evaluate and design their individual affordable housing incentive/inclusionary programs.
- **Land Use Code Amendments.** Assist city staff on land use and other code amendments in order to implement comprehensive plan policies.
- **Other Support.** Other areas in which ARCH could provide support to member cities include preservation of valuable community housing assets, assistance to households displaced by development activity, review of tenant protection regulations, or negotiation of agreements for specific development proposals. ARCH views this as a valuable service to its members and will continue to accommodate such requests to the extent they do not jeopardize active work program items.

B. Inter-Local / Eastside Planning Activities

Interlocal planning activities are coordinated by ARCH for the benefit of multiple members and the broader Eastside region.

Data Collection, Analysis and Reporting. Maintain and provide reporting on local housing and demographic data, including on members' progress toward meeting GMA and CPP housing requirements. Document members' investment in affordable housing in other jurisdictions and reflect these contributions in ongoing reporting. Conduct data analysis and make information available to members for planning efforts, including reporting on any locally adopted goals or initiatives or for ARCH educational efforts.

Long-Term Funding/Dedicated Revenue Strategy. Continue work on a long-term funding strategy for the ARCH Trust Fund. Facilitate conversations with member cities on identifying and exploring dedicated sources of revenue for affordable housing at the local and regional level (e.g., REET, property tax levy, commercial linkage fee, etc.). Provide relevant data and develop options for joint or individual revenue approaches across ARCH member cities and help inform potential shared state legislative priorities to authorize local options for funding.

Incentive/Inclusionary Housing Program Policies. As program implementation issues arise, assist member jurisdictions to develop coordinated policy solutions that incorporate input from the diverse range of stakeholders. Work with member city staff to develop code amendments that adapt programs to new knowledge and best practices (for example, implementing fee strategies to create sustainable revenue for monitoring, or rent limit policies for ARCH monitored housing that create more predictable outcomes for tenants and property owners).

Middle Housing/HB 1110 Implementation. Support members to implement new affordability incentives required by HB 1110, including evaluating new incentive programs and stewarding affordable units that may be created through the new regulations. In addition, support members to utilize input from a range of community-based organizations representing diverse constituents when considering middle housing regulations.

Tenant Protection Policies. Share information and help identify common policy priorities relating to tenant protections. Facilitate consideration of local regulations by ARCH members and help to encourage consistent protections for renters across the region that reduce evictions and economic displacement.

Explore Collaboration with Cities in North and East King County. As requested, engage cities interested in supporting affordable housing in north and east King County that are not currently members of ARCH. Explore collaboration that provides benefits for additional cities and current ARCH member cities. Enter into agreements to provide services to other cities, as directed by the ARCH Executive Board.

C. State and Regional Policy and Funding Engagement

ARCH will facilitate targeted state and regional policy efforts that increase funding and reduce barriers that contribute to the cost of affordable housing development. Activities may include:

- Convene coalition members to develop targeted legislative priorities related to funding for affordable housing and/or reducing barriers to affordable housing development
- Discuss and explore shared legislative priorities at the Executive Board, and identify one or two strategic legislative priorities to advance to member councils for consideration in the upcoming legislative session
- Explore opportunities to partner with relevant organizations (e.g., AWC, SCA, WLIHA, HDC)
- Collaborate with ARCH members’ government relations and other key personnel to support implementation of identified legislative priorities, including coordination of advocacy efforts, informing strategy and coordinating with relevant partners
- Support legislative engagement by ARCH members, providing data, policy expertise and talking points as needed

ARCH will participate in broader regional planning efforts to advance Eastside priorities and ensure that the perspectives of communities in East King County are voiced in regional housing and homelessness planning. Such efforts include:

- **King County GMPC Affordable Housing Committee / Housing Inter-Jurisdictional Team (HIJT).** Help staff the HIJT, which provides support to the Growth Management Planning Council’s Affordable Housing Committee (AHC).
- **King County Regional Homelessness Authority (KCRHA) / Eastside Homeless Advisory Committee (EHAC).** Support Eastside collaboration in regional homelessness efforts, as appropriate and as resources allow. Collaborate with KCRHA, EHAC and other relevant organizations and initiatives to advance shared work on homelessness. Promote best practices in development of housing solutions that move people out of homelessness. Coordinate allocation of resources, and work on specific initiatives.

III. HOUSING PROGRAM IMPLEMENTATION

A. Administration of Housing Incentive and Inclusionary Programs

ARCH partners with member cities to administer local housing incentive and inclusionary programs, including mandatory inclusionary, voluntary density bonus, multifamily tax exemption (MFTE) and other programs. Specific programs administered by ARCH include:

Jurisdiction	Incentive/Inclusionary Programs
Bellevue	Voluntary density bonuses, MFTE, impact fee waivers.
Bothell	Inclusionary housing, MFTE.
Issaquah	Development agreements, voluntary and

	inclusionary programs, impact and permit fee waivers.
Kenmore	Development agreements, voluntary and inclusionary programs, MFTE, impact fee waivers.
Kirkland	Inclusionary program, MFTE.
Mercer Island	Voluntary density bonus.
Newcastle	Inclusionary program, impact fee waivers.
Redmond	Inclusionary program, MFTE.
Sammamish	Inclusionary and voluntary density bonuses, impact fee waivers.
Woodinville	MFTE.
King County	Development agreements.

ARCH roles and responsibilities will typically include:

- Work with member city staff and legal counsel to align incentive and inclusionary programs with a unified set of administrative policies, practices and templates for legal agreements
- Communicate with developers/applicants and city staff to establish applicability of codes and policies to proposed developments
- Review and approve proposed affordable housing (unit count, location/distribution, bedroom mix, and quality)
- Review and recommend approval of MFTE applications.
- Review and recommend approval of alternative compliance proposals
 - For fee in lieu projects, provide invoices and receipts for developer payments
- Develop contracts and covenants containing affordable housing requirements
- Ensure implementation of affordable housing requirements during sale/lease-up
- Register MFTE certificates with County Assessor and file annual MFTE reports with state Commerce.
- On-going compliance monitoring (see Stewardship, below).

B. Stewardship of Affordable Housing Assets

ARCH provides long-term oversight of affordable housing created through city policies and investment to ensure stewardship of these critical public assets for residents, owners and the broader community.

ARCH Rental Program (Incentive and Inclusionary Projects). Monitor and enforce compliance in rental housing projects with incentive and inclusionary housing agreements. Administer a robust compliance monitoring program, including:

- Ensure compliance with rent and income restrictions through timely annual report reviews and supplemental on-site file audits
- Provide training and technical assistance for property managers
- Maintain written standards for eligibility, leasing and other program requirements
- Implement standard remedies for non-compliance
- Respond to tenant issues and questions

ARCH Trust Fund Projects. Oversee contracts and regulatory agreements with owners of projects supported through the direct assistance from members, including:

- Monitor project income and expenses to determine cash flow payments
- Conduct long-term sustainability monitoring of projects and owners

- Proactively problem-solve financial and/or organizational challenges in partnership with project owners and other funders
- Work with legal counsel to review and approve requests for contract amendments, subordination and other agreements
- Pursue formal MOUs with other funders to govern shared monitoring responsibilities that streamline processes for owners and funders.
- Collect annual compliance data and evaluate program beneficiaries

ARCH Homeownership Program. Provide effective administration to ensure strong stewardship of resale restricted homes in the ARCH Homeownership Program, including:

- Oversee resales and new construction sales to ensure ongoing compliance with affordability, buyer eligibility and other program requirements
- Implement adopted policies and procedures for monitoring and work with cities to address non-compliance
- Distribute an annual communication with relevant homeowner resources and respond to homeowners in financial distress
- Collect program fees to ensure sustainable operations

As time and resources allow, continue to make improvements that support the objective of creating and preserving long-term affordability, including:

- Work with member planning and legal staff to make improvements to boilerplate legal documents, in consultation with key stakeholders and outside counsel, as needed
- Develop strategies to preserve homes at risk of foreclosure
- Preserve expiring units and pursue strategies to re-capture lost affordability
- Build relationships with lenders to improve ARCH homebuyers' access to financing options.
- Explore offering brokerage services or developing partnerships with realtors to provide cost-savings to homebuyers and sellers, diversify program revenue, and expand ARCH's marketing reach
- Plan for additional staff capacity as the number of ARCH homes continues to grow.
- Engage the Washington State Housing Finance Commission to evaluate and improve the ARCH Eastside Down Payment Assistance Program and make updates to provide effective financial assistance to income-eligible first-time homebuyers in East King County.

Database/Systems Development. Continue to utilize the new ARCH Homeownership Program database to collect critical program data and evaluation, compliance monitoring, communication with program participants, and other key functions. Continue to improve and streamline data systems for ARCH Rental Program and Trust Fund Program. Develop a new Trust Fund project and loan database to assist with timely loan monitoring and reporting. Update information systems to ensure accurate, efficient recording of transactions within ARCH Trust Fund accounts.

IV. MEMBER EDUCATION, ENGAGEMENT AND COMMUNITY OUTREACH

A. Education Efforts and Elected Official Engagement

Member Education and Engagement. Develop educational tools and conduct or support events to inform councils, planning commissions and member staff of current housing conditions, and of successful housing

programs. Engage elected officials through tours, educational workshops and briefings to build understanding and support for affordable housing, key policy and funding tools, and the role of ARCH and local jurisdictions in meeting the needs of low-income households.

Housing 101. Plan and conduct a Housing 101 event.

B. Community Outreach and Assistance for the Public

Community Engagement. Host ARCH events to share information about ARCH programs with diverse communities. Participate in city and community events to promote ARCH programs across East King County (EKC). Build connections with community groups, faith communities, developers, nonprofits and others interested in housing issues.

Office Hours. Provide published office hours, consistent with public health guidelines, for appointments or walk-in customer service. Open office hours will be advertised on the ARCH website and ARCH Facebook page and shared with partner organizations.

ARCH Website. Continually update and build on information in the ARCH website. Maintain information on the most urgently needed resources in the community, including rental assistance, no-cost legal services, mortgage assistance, and senior resources available in East King County.

Assist Community Members Seeking Affordable Housing. Maintain up-to-date information on affordable housing in East King County (rental and ownership) and distribute to people looking for affordable housing. Continue to maintain a list of households interested in affordable ownership and rental housing and advertise newly available housing opportunities. Work with other community organizations and public agencies to develop appropriate referrals for different types of inquiries received by ARCH (e.g., rapid re-housing, eviction prevention, landlord tenant issues, building code violations, fair housing complaints, etc.).

C. Equitable Access to Affordable Housing in East King County

Develop outreach and marketing efforts to maximize awareness of affordable housing opportunities in East King County. Build relationships and partnerships with community-based organizations, faith communities, service providers and others interested in affordable housing access. Collect and analyze data on existing programs to determine potential gaps in access by different populations, such as communities of color, immigrant and refugee communities, homeless individuals and families, and workers in EKC commuting from other communities. Evaluate strategies and outreach goals to increase access to affordable housing in EKC by underserved communities.

V. ADMINISTRATION

A. Administrative Procedures

Maintain administrative procedures that efficiently and transparently provide services to both members of ARCH and community organizations utilizing programs administered through ARCH. Activities include:

- Prepare the Annual Budget and Work Program and ensure equitable allocation of administrative costs among ARCH members.

- Prepare quarterly budget and work program progress reports, Trust Fund reports, and monitor expenses to stay within budget.
- Manage the ARCH Community Advisory Board, including recruiting and maintaining membership that includes broad geographic representation and a wide range of housing and community perspectives.
- Staff the Executive Board.
- Work with Administering Agency to streamline financial systems.
- Review and update bylaws and ensure timely renewal of the ARCH Interlocal Agreement.

B. Organizational Assessment and Planning

The ARCH Executive Board will continue to evaluate ARCH's organizational capacity to accomplish its Work Program and broader mission. The Board will review ARCH's organizational structure, staffing resources, capital resources and other aspects of the organization to determine any gaps and assess options for right-sizing organizational capacity. The assessment will inform recommendations for the following year's work program and budget.

In 2025-26, this work will include implementing actions and recommendations from ARCH's strategic planning process, including completing a study of ARCH's legal and governance structure, and pursuing organizational changes. These changes will focus on streamlining decision-making, empowering the coalition to tackle major policy challenges, and increasing education and engagement of elected officials. The Board will monitor progress on ARCH's Strategic Plan and make adjustments to respond to new conditions and opportunities.

Attachment A: Local Planning Efforts by City

ARCH staff will assist members' staff, planning commissions, and elected councils with local policy, planning and special projects and initiatives, as described below. Member city staff may make adjustments to the proposed actions identified below as individual city work plans are updated.

Bellevue

Support ongoing monitoring and reporting required by the King County Countywide Planning Policies.

Support actions to implement Bellevue's Affordable Housing Strategy, including:

Assist staff with engagement and pre-development support for affordable housing on suitable land owned by public agencies, faith-based groups, and non-profit housing entities (C-1).

Participate in developer selection processes and work with staff to develop a funding strategy for affordable housing on suitable public lands in proximity to transit hubs, including Barrier Porsche, 130th TOD parcels, Metro (Civic Center site), and Lincoln Center parcel.

Provide consultation on a comprehensive acquisition strategy, such as preservation of existing naturally occurring affordable housing, setting up a community land trust, and an expanded homeownership program.

Support the update of Bellevue's Affordable Housing Strategy to achieve the City's new affordable housing target.

Provide ongoing support to implement investment of funds authorized by HB 1590, or other city funds as directed.

Provide research and input on potential code amendments concerning:

Affordability in middle housing under HB 1110

Affordability with the residential FAR increases in mixed-use land use districts (Phase 2 FAR Increase project)

Bothell

Support updating the city's (2018) Housing Strategy Plan to implement the City's updated Comprehensive Plan to be completed in 2024.

Assist in the refinement of local code updates, such as inclusionary zoning, middle housing, and MFTE standards, to increase housing supply and meet regional growth targets.

Support affordable housing opportunities, especially in the Downtown/Canyon Park areas, including production strategies for city-owned property.

Help to identify potential Bothell Trust Fund projects.

Evaluate affordable housing incentives and requirements such as parking reductions or other development incentives, code amendments that add capacity and rezones, and implement those adopted.

Support further updates to policies and codes for affordable housing options, including ADUs, micro-housing, small efficiency dwelling units, and "missing middle" housing.

Help pursue funding and implement further outreach, equity, and implementation measures to encourage more middle housing and address potential displacement.

Issaquah

Assist with implementation of affordable units within the Issaquah Highlands Hight Street Collection Residential Target Area.

Provide data for the annual Housing Report Card and Dashboard.

Provide technical support and assist with the housing analysis for development of potential code amendments concerning:

- Inclusionary zoning (in conjunction with changes to density, parking, and other regulations) and multifamily tax exemptions.
- Middle housing and ADUs in wake of new state legislation.

Help to evaluate potential projects/opportunities that arise under current or amended Development Agreements (e.g., Lakeside, Rowley) and prepare contractual agreements as needed.

Support implementation and funding of the city's TOD project with the King County Housing Authority.

Kenmore

Assist with implementing a high priority item identified in the Housing Strategy Plan, as requested.

Assist with updating the Housing Strategy Plan.

Continue support of the Preservation of Affordable Housing/Mobile Home Park project started in 2018.

Assist with any amendments needed to the Comprehensive Plan Housing Element update, including help with new affordable housing targets.

Assist with ongoing implementation and monitoring of the adopted Affordable Housing Targets.

Provide technical support, data, and best practices to assist with potential code changes, such as for "missing middle" housing amendments or amendments to the Multifamily Tax Exemption (MFTE) regulations.

Advance opportunities to site affordable housing in Kenmore, such as near ST3 transit investments, or on other public, nonprofit, and faith-based community property. Help evaluate and identify potential properties, partners, and financing strategies.

Provide technical support in proposal review, and assistance on financing strategies to advance siting the Imagine Housing affordable housing project on the City owned Holt property.

Provide technical support to assist with developing policies and regulations required to implement new state legislation (e.g. ADU regulations, missing middle regulations, TOD regulations).

Provide technical support with developing shelter, transitional housing, emergency housing, and permanent supportive housing (STEP) policies and regulations.

Kirkland

Evaluate housing-related issues in 2044 Comprehensive Plan Update.

Support the development of code amendments implementing housing policies in the 2044 Comprehensive Plan, such as:

- Evaluating inclusionary requirements across multiple scales of development and in zoning districts that do not currently have requirements (such as the downtown and lower intensity residential areas).

- Incentivizing larger (3+ bedroom) affordable housing units.
- Examining additional incentives for the creation of affordable housing.

Provide research and input on potential code amendments concerning affordability in middle housing under HB 1110.

Help review the effectiveness and value of the current MFTE program.

Assist with updating the City's Housing Dashboard and ongoing implementation and monitoring of the adopted Affordable Housing Targets.

Assist the City with its reevaluation of parking standards as they relate to affordable housing.

Mercer Island

Assist the City with implementation of goals and policies in the 2024 Comprehensive Plan Housing Element, including updates to regulations and programs to work toward achieving the City's affordable housing targets.

Provide technical assistance in developing policies and regulations required to implement new state legislation related to middle housing, ADUs and STEP housing.

Provide technical assistance in evaluating the City's existing affordable housing incentives and considering additional or expanded incentives and requirements.

Newcastle

Provide technical assistance in developing policies and regulations required to implement new state legislation (e.g. ADU regulations, missing middle regulations, STEP housing).

Provide technical assistance in evaluating the City's existing affordable housing incentives and considering additional or expanded incentives and requirements.

Redmond

Provide advice and technical support to evaluate and refine existing inclusionary and incentive programs, focusing on Downtown and Marymoor centers.

Provide technical support for outreach and education efforts.

Support partnerships with transit agencies to advance affordable housing within transit-oriented developments, including at Overlake and Southeast Redmond.

Help city staff write and propose comprehensive plan and code amendments for meeting existing and future housing needs, including residential zone consolidation and regulations. Support neighborhood plan update process.

Assist with potential strategies for increasing housing capacity from commercial development, such as housing over big box stores and commercial spaces in mixed-use buildings.

Continued support for implementing adopted Housing Action Plan. Continued support for evaluating opportunities identified in the HUD Thriving Communities Technical Assistance consultant work.

Sammamish

Partner with city staff to refine the Housing Action Plan/Housing Diversification Toolkit implementation plan by creating detailed work plans and identifying related budget needs.

Support city staff in responding to public inquiries related to affordable housing development.

Collaborate with city staff to evaluate the best use of HB 1590 Health Through Housing Initiative local share funding.

Collaborate with city staff to advocate for new and flexible funding options for local jurisdictions that address the need for affordable housing at low—and moderate-income levels, such as a local option, Real Estate Excise Tax (REET).

Collaborate with city staff to advocate for requirements and supporting resources to ensure affordable housing is included in future planning for growth near fixed-route transit, with affordability goals for transit-oriented development.

Assist the city with private development proposals that maximize affordable housing elements by leveraging the City's affordable housing requirements and incentives.

Support the city in negotiating and drafting affordable housing components of potential development agreements to strengthen developer housing affordability obligations

Support city staff in identifying and cultivating relationships with landowners, nonprofit developers, public agencies, faith-based organizations, and affordable housing providers to identify land appropriate for affordable housing development projects and facilitate housing development

Support city staff in developing and updating sub-area and neighborhood center plans to ensure the inclusion of affordable housing that maintains feasibility and supports the overall vision for those areas, starting with the completion of amending the City's Town Center Plan. This will include technical assistance related to the viability of different affordable housing scenarios and technical support in completing environmental impact statements

Woodinville

Assist in evaluating options and developing proposals for programs and code amendments following the city's new Housing Action Plan.

King County

Provide monitoring and stewardship services for affordable housing in the Northridge/Blakely Ridge and Redmond Ridge Phase II affordable housing development agreements.

Partner with King County to preserve affordable homes with expiring covenants in unincorporated areas.

Help advance the goals and policies of the Countywide Planning Policy Housing Chapter and where feasible, support the Affordable Housing Committee in executing the CPP Housing Chapter accountability framework, including annual monitoring and reporting.

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AUTHORIZING THE DULY-APPOINTED ADMINISTERING AGENCY FOR A REGIONAL COALITION FOR HOUSING (ARCH) TO EXECUTE ALL DOCUMENTS NECESSARY TO ENTER INTO AGREEMENTS FOR THE FUNDING OF AFFORDABLE HOUSING PROJECTS, AS RECOMMENDED BY THE ARCH EXECUTIVE BOARD, UTILIZING FUNDS FROM THE CITY'S HOUSING TRUST FUND

WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Executive Board has recommended that the City of Redmond participate in the funding of certain affordable housing projects and programs hereinafter described; and

WHEREAS, the ARCH Executive Board has developed a number of recommended conditions to ensure that the City's affordable housing funds are used for their intended purpose and that projects maintain their affordability over time; and

WHEREAS, the City Council has approved the Amended and Restated Interlocal Agreement for ARCH; and

WHEREAS, the City Council desires to use \$1,056,800 from City funds as designated below to finance the projects recommended by the ARCH Executive Board.

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

Section 1. The City Council authorizes the duly-appointed administering agency of ARCH pursuant to the Amended and Restated Interlocal Agreement for ARCH to execute all documents and take all necessary actions to enter into Agreements on behalf of the City to fund Larus Senior Housing and Aventine Apartments in a combined total amount not to exceed \$1,056,800.

Section 2. The Agreements entered into pursuant to Section 1 of this resolution shall include terms and conditions to ensure that the City's funds are used for their intended purpose and that the projects maintain affordability over time. In determining what conditions should be included in the Agreements, the duly-appointed administering agency of ARCH shall be guided by the recommendations set forth in the ARCH Executive Board's memorandum of December 26, 2024, a copy of which is attached hereto as Exhibit A.

ADOPTED by the Redmond City Council this _____ day of _____, 2025.

APPROVED:

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

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

ARCH Trust Fund Exec Board Memo

December 2024

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MEMORANDUM

<p>TO: City of Bellevue Council Members City of Bothell Council Members City of Newcastle Council Members Town of Hunts Point Council Members City of Issaquah Council Members City of Kenmore Council Members City of Kirkland Council Members</p>	<p>City of Medina Council Members City of Mercer Island Council Members City of Redmond Council Members City of Sammamish Council Members City of Woodinville Council Members Town of Yarrow Point Council Members</p>
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FROM: Carol Helland, Chair, ARCH Executive Board

DATE: December 26, 2024

RE: Fall 2024 Housing Trust Fund (HTF) Recommendation

This year ARCH received \$11.7 million in funding requests from ten projects proposing an impressive 749 units of affordable housing. After careful deliberation, the ARCH Executive Board concurred with the recommendations of the ARCH Community Advisory Board (CAB), which provide full funding for three projects. Consistent with recent years, the demand for funding far exceeded available resources, with \$4.3 million in Trust Fund dollars included in the recommendations, plus an additional \$599,000 in CDBG funds, resulting in \$4.9 million available for awards.

Over the last three decades, the ARCH Trust Fund has supported over 6,000 units of affordable housing, creating housing access for thousands of families and individuals with limited incomes.

This year’s recommendations will support 246 units of housing in three projects that meet numerous priorities and needs throughout the region, including:

- Preservation of existing affordable housing
- Speedy delivery of projects to meet the urgent need for affordable housing
- Aligning and leveraging public dollars to maximize the impact of limited resources
- Local partnerships to serve diverse populations, including low-income seniors, families and individuals exiting homelessness, persons with intellectual and developmental disabilities, and veterans

In addition to Trust Fund resources, ARCH is also partnering to coordinate additional resources from member cities, including funding from the 0.1% sales tax collected by the cities of Bellevue and Issaquah. These resources are an important supplement to grow the overall production of our coalition. The Trust Fund also continues to bring a high return on local investment, with this year’s recommended projects expected to attract over \$90 million in other public and private funding.

A summary of the recommendations is shown in the table below:

Applicant and Project	Units	City	2024 Request Amount	2024 Recommendation
TWG/Imagine Housing- Larus	175	Kenmore	\$ 3,400,000	\$ 3,400,000 <i>(previous ARCH award, \$250,000)</i>
LIHI- Aventine Apartments	66	Bellevue	\$ 900,000	\$ 900,000 <i>(previous ARCH award, \$600,000)</i>
Life Enrichment Options- Emily House	5	Issaquah	\$ 482,687	\$ 482,687
Habitat for Humanity- Orchard Gardens	25	Bellevue	\$ 300,000	\$ - <i>(previous ARCH award, \$600,000)</i>
Shelter Resources- Catalina	96	Bellevue	\$ 1,000,000	\$ -
BRIDGE Housing- Bothell Urban	201	Bothell	\$ 1,500,000	\$ -
Inclusion Homes- Children's OHS Home 4	3	Scattered	\$ 150,000	\$ -
SRM- Altaire 118	46	Bellevue	\$ 1,000,000	\$ -
Acres of Diamonds- Family Renewal Home	24	Duvall	\$ 2,000,000	\$ -
LIHI- Crossroads Apartments	108	Bellevue	\$ 1,000,000	Withdrawn
Total	749		\$ 11,732,687	\$ 4,782,687

This memo provides a summary of the applications, the Executive Board recommendations and rationales, and proposed contract conditions for the **three** proposals recommended for funding at this time. Also enclosed is an economic summary of the projects recommended for funding.

Attachments:

1. Proposed Funding Sources
2. Project Economic Summaries
3. ARCH Trust Fund Standard Conditions

Note that bolded text in proposed conditions shows unique conditions in otherwise standard text.

1. TWG Larus Senior Housing, Kenmore

2023 Funding Request:	\$3,900,000 (Contingent Loan)
2024 Funding Request:	\$3,400,000 (Contingent Loan) 175 Affordable Rental Units for Seniors
2023 ARCH Award:	\$ 250,000 (Contingent loan)
2024 Executive Board Recommendation:	\$3,400,000 (Contingent loan)
Total Award:	\$3,650,000 (Contingent loan)

Project Summary:

The proposed Larus Senior Apartments is a transit-oriented senior housing development to be developed by TWG Housing in partnership with Imagine Housing. The development team elected to proceed with the same model for Larus as their previous partnership, Ardea at Totem Lake, by serving seniors with Imagine Housing to be the non-profit development partner and service provider. ARCH awarded funding to the Ardea project in 2022, and the developer successfully assembled its financing and began construction in 2023.

The project will consist of 175 units of affordable housing with a mix of studios and 1-bedroom units with affordability levels at 40% AMI, 50% AMI, and 60% AMI. Located within ¼ mile from the Kenmore Park & Ride and future Sound Transit BRT station, the project will aim to take advantage of future transportation options for its residents. In addition to its close proximity to the Kenmore transit hub, Larus Senior Apartments benefits from local groceries, shopping, and services within ¼ mile walking distance. ARCH made a partial award to this project last year, due to limited funding availability.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- Funding this year’s request for additional capital demonstrates continued commitment from ARCH to this priority project that has already secured other important sources of leverage.
- The project is strategically located near a future transit facility and close to amenities and services.
- The project advances the City’s affordable housing priorities by providing much needed low-income housing for seniors in the area.
- The project leverages significant investments from public and private funding sources and is expected to be competitive for bonds/tax credit financing in 2025.
- The project produces a significant amount of affordable housing in a cost-effective manner.

Proposed Conditions:

Standard Conditions: See Attachment 3 ARCH Award Standard Conditions

Special Conditions (will supersede conditions from previous award):

Prior to Contracting

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the Agency will provide status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a twelve-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Agency will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. **Agency must demonstrate loan commitment letters from Amazon Housing Equity Fund, or a replacement lender, and securing WSHFC Bond tiering placement by 5/1/25.** ARCH staff will consider a twelve-month extension only based on documented, meaningful progress in bringing the project to readiness or completion.

Through Construction Period

3. **Agency must submit a supportive services plan which includes coordination of services with outside providers to ARCH Staff for review three month prior to finance closing and an update six months before the opening of the property.**
4. Funds shall be used by the Agency towards **construction and soft costs**. Funds may not be used for any other purpose unless ARCH staff has been given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. Funds not expended at the end of the construction period will be de-obligated.

Ongoing Requirement through Period of Affordability

5. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Agency shall provide final operating proforma and cashflow waterfall for ARCH staff review. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin generally on or before year 15 and after repayment of earlier maturing senior loans and deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.

6. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, and **servicing residents 55 years old and older**. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1BR	Total
40%	10		10
50%	46	67	113
60%	24	28	52
Total	80	95	175

2. LIHI – Aventine Apartments

2023 Funding Request: \$1,500,000 (Contingent Loan)
 2024 Funding Request: \$ 900,000 (Contingent Loan)
 66 Affordable Rental Units

2023 ARCH Award: \$ 600,000 (Contingent loan)
 2024 Executive Board Recommendation: \$ 900,000 (Contingent loan)
 Total Award: \$1,500,000 (Contingent loan)

Project Summary:

The Aventine Apartments is an acquisition-rehab of an existing 68-unit apartment building located in Bellevue, WA. Roughly half of the prior residents were low-income, and this acquisition and minor renovation will result in preserving 66 units of affordable housing. Planned rehabilitation includes the conversion of two studio units on the second floor into office space for two case managers and a behavioral therapist to provide on-site supportive services to residents as well as repainting the building exterior and modernizing the elevator. The project will serve low-wage workers, families exiting homelessness, veterans experiencing homelessness, and people with disabilities. In 2023, the ARCH Executive Board recommended and member councils approved a \$600,000 award to this project. Full funding was not possible at the time due to limited funding availability.

LIHI acquired the property in May 2024 using proceeds from the City of Bellevue, including a \$3.5 million bridge loan, a tax exempt bond issuance, a loan from the Amazon Housing Equity Fund, and a short term bridge loan from a Private Foundation. The project also secured 32 project-based vouchers from the King County Housing Authority, which enhance additional funding from the Bellevue Housing Stability Program Operation, Maintenance, and Services (OMS) contract that pays for the supportive services personnel. The funding request to ARCH is proposed to repay the bridge loans used to acquire the property.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The project preserves and deepens affordability in existing unsubsidized housing, advancing key

objectives in the City of Bellevue’s Affordable Housing Strategy including providing units for households exiting homelessness, veterans experiencing homelessness, and people with disabilities.

- The property provides 22 units for households exiting homelessness, including both two-bedroom units for families. Further, the proposed project will have 10 units set-aside for veterans and an additional 10 for people with physical disabilities.
- The project is able to proceed in a timely fashion and deliver immediate affordable housing outcomes in a high-cost market.
- The project is well located near a transit facility and close to jobs, amenities and services.

Proposed Conditions:

Standard Conditions: See Attachment 3 ARCH Award Standard Conditions

Special Conditions:

Prior to Contracting

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested from ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

Through Construction Period

2. **Agency must submit for ARCH staff approval a management, affirmative marketing, and services plans.**

Ongoing Requirement through Period of Affordability

3. Funds shall be used by the Agency towards **refinancing the acquisition bridge financing sources**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending on furnishings, fixtures, and equipment, rehab, remediation and construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. Funds not expended at the end of the construction period will be de-obligated.

4. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payments if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.

5. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, including **approximately 22 units for households exiting homelessness**. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1BR	2BR	Total
30%	5	5	2	12
50%	10	10	-	20
60%	15	4	-	19
80%	9	6	-	15
Total	39	25	2	66

3. Life Enrichment Options – Emily House

2024 Funding Request: \$482,687 (Contingent Loan)
4 Affordable Rental Units and 1 Common Area Unit

2024 Executive Board Recommendation: \$482,687 (Contingent loan) CDBG

Project Summary:

Life Enrichment Options (LEO) is proposing to acquire a single-family home known as Emily House in Issaquah to provide long term affordable housing for individuals with Intellectual and Developmental Disabilities (IDD). The property initially began operations as an independently owned and operated group home serving IDD residents in 2000. LEO’s acquisition of the Emily House will preserve four low-income housing units for adults with IDD, allowing current residents to maintain connection to their community and supports in the City of Issaquah, and creating a long-term community asset for future residents with IDD.

The property is already an established shared living household with five tenants, including four individuals with intellectual and developmental disabilities. Three IDD tenants have housing choice vouchers from the King County Housing Authority at 30% AMI. The 4th resident makes slightly more than the maximum amount to be eligible for their voucher, however, they are charged the same amount as other residents. One of the vouchers includes reasonable accommodation to add a live-in caregiver to the voucher, and it is fully subsidized by KCHA.

The property is in an excellent location, where residents benefit from several nearby public facilities, including the Issaquah Community Center, the City swimming pool, the senior center (used for IDD dance parties), walking and hiking trails, outdoor athletic facilities, the public green for summer movies and concerts, and a public library. There is bus service about four blocks from the house, serving both Issaquah and the Issaquah transit center, from which residents can transfer for bus access to Bellevue and Seattle. Many businesses provide employment opportunities within walking distance and a short bus/car ride. King County Access buses have good access to the front and rear of the house.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The project preserves much needed IDD housing for people with very low incomes.
- This project leverages investments from public sources including State capital funds.
- The project is undertaken by a local organization with a strong reputation and commitment to expanding IDD housing opportunities in the community.

Proposed Conditions:

Standard Conditions: See Attachment 3 ARCH Award Standard Conditions.

Special Conditions:

Prior to Contracting

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the Agency will provide status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a twelve-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Agency will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to the following: contractor solicitation, bidding, and selection;

wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to refinance acquisition costs.

3. **Agency must work with a development consultant or demonstrate staff experience and capacity to contract with public funders’ capital awards.**

Through Construction Period

(Intentionally Omitted)

Ongoing Requirement through Period of Affordability

4. Funds shall be used by the Agency towards **acquisition, soft costs, reserves, and other development costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. Funds not expended at the end of the construction period will be de-obligated.
5. Funds will be in the form of a **deferred, contingent loan**. Agency shall provide final operating proforma and cashflow waterfall for ARCH staff review. So long as Borrower is in good standing payment of interest and principal under loan shall be deferred through the period of affordability. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff.
6. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, and serving residents with intellectual or developmental disabilities. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Beds	Total
30%	3	3
40%	1	1
Common Area	1	1
Total	5	5

4. Shelter Resources, Inc. – Catalina Apartments

2024 Funding Request: \$1,000,000 (Contingent Loan)
96 Affordable Rental Units

2024 Executive Board Recommendation: \$0

Project Summary:

The Catalina project intends to convert an existing, non-restricted, naturally occurring affordable housing building in Bellevue into a fully affordable building serving households earning between 30% and 80% of the area median income or below. The building, built in 1992 as a nursing home, was converted to 96 apartments in the 2000s. The applicant, Shelter Resources, has a purchase and sale agreement and anticipates closing in spring 2025 if funding applications are successful. The building is currently occupied, and the applicant believes most of the existing residents will qualify to stay on the property, with those that don't qualify receiving relocation assistance. The planned acquisition and rehabilitation includes addressing capital needs identified in third party reports including updating mechanical equipment and replacing the roofing.

Proposed funding sources for the project include a private first mortgage (Amazon), deferred developer fee, ARCH Housing Trust Fund, and the City of Bellevue. The applicant has engaged Amazon and submitted an application simultaneously to ARCH and the City of Bellevue.

Funding Rationale:

Given limited resources for an award in this year's funding round, the Executive Board supports the intent of the project but does not recommend funding the project for the following reasons:

- Project is unlikely to secure other sources of funds necessary to complete the acquisition.
- The project requested nearly 50% of the total project cost from ARCH and Bellevue.

5. Habitat for Humanity – Orchard Gardens

2022 Funding Request:	\$600,000 (Secured Grant)
2024 Funding Request:	\$1,300,000 (Secured Grant) 25 Affordable Homeownership Units
2022 ARCH Award	\$600,000 (Secured Grant)
2024 Executive Board Recommendation:	\$0

Project Summary:

Orchard Gardens is a proposed 25-unit development of new single-family homes in the Factoria neighborhood of Bellevue. Habitat for Humanity of Seattle-King & Kittitas County (Habitat SKKC) intends to construct and sell the units to income-qualified Habitat homebuyers who have a critical housing need, and earn less than 80% of the Seattle-Metro area median income (AMI). These homes will be permanently affordable to individuals and families at or below 80% AMI – with Habitat SKKC stewarding the resale/income qualification of future home buyers.

The Orchard Gardens project began in partnership with Holy Cross Lutheran Church in Bellevue. The plan originally included the demolition of existing buildings and rebuilding the church as a gathering space. Holy Cross Lutheran Church subsequently disbanded, so the decision was made (and approved by the

church) to no longer include rebuilding the religious space. The project now proposes to preserve the P-Patch alongside an apple orchard maintained by the community for long term community benefit. The site design intends to maintain these distinctive land features, and Habitat homeowners will have the opportunity to maintain a connection to the land, including gardening, tending to the orchard, and enjoying the green space in a largely urban area.

Habitat SKKC anticipates finalizing the acquisition of the property in Q4 2024 and has already executed a purchase and sale agreement to that effect. ARCH made an award for the 25-unit development in 2022 application round in the amount of \$600,000, which has not yet been contracted with Habitat SKKC. An initial State funding award followed in the 2023 application round, however the estimated cost of the project has increased, leading to a continued funding gap.

Funding Rationale:

Given limited resources for an award in this year’s funding round, the Executive Board supports the intent of the project but does not recommend funding the project for the following reasons:

- Project is unlikely to secure other sources of funds necessary to construct the project on the proposed timeline and will need to re-apply for those funds in 2025.
- Project is unlikely to obtain building permits in the next year. ARCH encourages the applicant to continue to make progress on permitting.
- The application did not include a third-party construction cost estimate, and the project may have opportunity for revisions to add more units and/or create a more cost-effective design.
- ARCH encourages the applicant to reapply when the project schedule is more finalized and when a cost estimate detailing the funding gap is available.

6. BRIDGE Housing – Bothell Urban

2024 Funding Request: \$1,500,000 (Contingent Loan)
200 Affordable Rental Units and 1 Common Area Unit

2024 Executive Board Recommendation: \$0

Project Summary:

Bothell Urban is a new construction, 201-unit development proposal located in Bothell, WA. Just over 50% of the apartments will be family-sized units (2BR and 3BR) while 50% of the units will be targeted to very low-income households earning 30%-50% AMI. The project will be the realization of a community vision led by Bothell United Methodist Church (BUMC) to provide housing and other community benefits in the heart of downtown Bothell. Residents will benefit from a proposed 6,000 SF community center as

well as on-site amenities including bike storage, community rooms, a south-facing outdoor terrace, resident services office, EV charging stations, outdoor playground, and resident dog park.

BUMC selected BRIDGE Housing as the lead development partner responsible for execution of the project financing, entitlement and construction. BRIDGE is a successful nonprofit housing developer based in California that has expanded its development pipeline to the Pacific Northwest and currently has significant developments underway in Seattle and Bellevue. As of the time of funding application the applicants were in the process of developing a purchase and sale agreement for the acquisition of property owned by the City of Bothell.

Funding Rationale:

Given limited resources for an award in this year’s funding round, the Executive Board supports the intent of the project but does not recommend funding the project for the following reasons:

- Applicant has made substantial progress but has not yet obtained full site control with the City of Bothell at the time of Executive Board Recommendation, though negotiations are underway.
- Project is unlikely to secure the funding necessary to achieve full funding in the current application round but would likely be competitive for these funds in next year’s funding round.
- The proposed construction start time (Q4 2026) is nearly 24 months away.
- ARCH encourages the applicant to reapply when site control has been secured and the project schedule is further along.

7. Inclusion Housing – Children’s OHS Home 4

2024 Funding Request: \$150,000 (Contingent Loan)
3 Affordable Rental Units

2024 Executive Board Recommendation: \$0

Project Summary:

The Inclusion Housing application includes requests for the acquisition of three properties to be financed largely by the Department of Commerce. Of these, one site (the Children’s OHS Home 4) is targeted to be in an ARCH member city, and therefore eligible for an ARCH award. The proposed project would consist of three units for children with Intellectual and Developmental Disabilities (IDD)

For the Children’s OHS Home, this targeted area is near the provider’s three existing Children’s Homes, thus allowing staff to easily work between homes, coordinate care for the children in the program, and collaborate with school districts where Inclusion has an established working relationship. All sites were selected because of their proximity to employment opportunities as well as access to public transportation and community activities.

It should be noted that Inclusion was funded by ARCH along with the Department of Commerce for the acquisition of two homes in the 2022-2023 cycle, a children’s home and a supported living home. Since then, Inclusion has purchased one home (the above-mentioned Children’s Intensive Habilitation Services home in Woodinville) located in the ARCH catchment area. The supported living home in unincorporated Bothell is located outside of ARCH’s jurisdiction. Inclusion still plans to use the ARCH’s previously awarded funding and the Commerce funding from the last round (2023-2024), to purchase and renovate a property to fulfill the previous award made by ARCH.

Funding Rationale:

Given the limited resources for an award in this year’s funding round, the Executive Board supports the intent of the project but does not recommend funding the project for the following reasons:

- Applicant appears likely to be able to obtain funding necessary for the project from other sources.
- Applicant has taken steps to utilize previous 2022 ARCH award but has not yet expended all of the dollars. ARCH would like to see completion of the previously awarded projects prior to making another award.
- ARCH didn’t want the small ARCH award to constrict their site selection to member cities only in the case that Inclusion can meet their resident needs in other locales.

8. SRM – Altaire 118

2024 Funding Request: \$1,000,000 (Contingent Loan)
46 Affordable Rental Units

2024 Executive Board Recommendation: \$0

Project Summary:

The proposed project, Altaire 118, involves the construction of a mixed-use, 6-story building featuring the KidsQuest Children’s Museum on the bottom three floors. The top three floors include 46 family sized units consisting of 2 to 3-bedroom apartment affordable at 40-80% of the area median income, with half designated for those earning 50% AMI and below. The project is designed to support families, especially those transitioning out of homelessness, providing much-needed affordable housing in the area. Additionally, SRM intends to partner with Hopelink to help connect residents with services such as food assistance, housing stability support, and financial assistance to foster long-term stability for these families.

SRM purchased the site in December 2021 with plans to finish construction of a partially built Holiday

Inn into permanent housing. Delays in the project entitlement and financing led to the original plan becoming infeasible. SRM has since subdivided the site to pursue two complementary projects. On the west side of the site, SRM is developing the Nuovo Apartments, which will offer 135 workforce housing units affordable to households earning from 80-100% AMI. Supported by Microsoft's Affordable Housing Initiative and the City of Bellevue's multifamily tax exemption program, Nuovo is expected to finish construction by Q1 2025. On the east side of the site, Altaire 118 is a proposed new 6-story building, with the KidsQuest Children's Museum occupying the bottom three floors.

Funding Rationale:

Given limited resources for an award in this year's funding round, the Executive Board supports the intent of the project but does not recommend funding the project for the following reasons:

- Proposed project does not yet have appropriate zoning for the site.
- The estimated total cost of the residential units significantly exceeds the cost limits set by other important funding sources, which could affect the project's competitiveness.
- The proposed land cost allocated to the residential portion of the Altaire project was not supported by an appraisal.
- Project is unlikely to receive the other sources of leverage necessary to complete project financing.

9. Acres of Diamonds – Family Renewal Home

2024 Funding Request: \$2,000,000 (Secured Grant)
24 Transitional, Single Room Occupancy Units

2024 Executive Board Recommendation: \$0

Project Summary:

Acres of Diamonds (AOD) plans to build a new transitional housing project to serve young mothers and their children coming out of poverty and domestic violence. The proposed Family Renewal Home will be located on the AOD campus alongside an existing community home. This new facility will allow AOD to house additional families and increase the efficacy of services through adding dedicated program space for women and an onsite trauma-informed daycare. The structure will consist of single rooms for each household with shared toilets, bathing, and dining areas.

This project envisions constructing a new 3-story, 21,153 SF multi-family home. Family Renewal Home will include a daycare program alongside 24 rooms for families. There are currently two structures on the proposed development site. The existing apartment structure will be demolished to make way for this new larger building and the existing multi-family home, Pearl Tadema House, will remain onsite.

AOD's community living model places a premium on resident safety for all the mothers and children living in the community, and ensuring residents are drug and alcohol-free. Additionally, the agency follows a "do with" model where staff help equip and empower resident mothers transform their lives through obtaining knowledge and skills that foster lifelong self-sufficiency. This approach facilitates the process of healing from past trauma; learning important life skills on parenting, finance, and job/renter readiness; attending school (optional yet encouraged); and working as a means of participating in the one's own recovery.

Funding Rationale:

Given the limited resources for an award in this year's funding round, the Executive Board supports the intent of the project does not recommend funding the project for the following reasons:

- Project is unlikely to secure other sources of funds, nearly 50% of the total development costs, necessary to construct the project on the proposed timeline.
- Application did not clarify how costs are allocated between the residential portion of the building and the non-residential childcare portion of the project.
- The "transitional housing" program model may have challenges securing operating funds for a large increase in transitional units.

Attachment 1: Proposed Funding Sources

PROJECTS RECOMMENDED FOR 2024 FUNDING				
	Aventine	Emily House	Larus	Funds Recommended
Bellevue	378,900	-	1,432,000	1,810,900
Bothell	26,100	-	98,600	124,700
Hunts Point	1,500	-	5,700	7,200
Issaquah	62,900	-	237,400	300,300
Kenmore	15,200	-	57,700	72,900
Kirkland	97,400	-	367,800	465,200
Medina	7,500	-	28,200	35,700
Mercer Island	11,000	-	41,400	52,400
Newcastle	6,200	-	23,200	29,400
Redmond	221,200	-	835,600	1,056,800
Sammamish	39,200	-	148,000	187,200
Woodinville	30,500	-	115,400	145,900
Yarrow Point	2,400	-	9,000	11,400
ARCH HTF	900,000	-	3,400,000	4,300,000
CDBG	-	482,687	-	482,687
IHIP	-	482,687	-	482,687
2023 HTF Award	600,000	-	250,000	850,000
Grand Total	1,500,000	965,374	3,650,000	6,115,374

Attachment 2: Project Economic Summaries

Applicant: TWG and Imagine Housing
Project Name: Larus Senior Housing
Location: 7520 NE Bothell Way, Kenmore, WA
Project Description: 175 units of affordable housing for seniors at 40%, 50% and 60% AMI

Project Sources	Amount	Status
Perm Loan	\$ 18,400,000	Proposed
Amazon Hard	\$8,750,000	Proposed
Amazon Soft	\$8,750,000	Proposed
King County TOD Hard	\$2,480,373	Committed
King County TOD Soft	\$2,500,000	Committed
ARCH	\$3,650,000	Proposed
Deferred Developer Fee	\$3,995,492	Committed
Federal Energy Equity	\$ 153,000	Proposed
LIHTC Equity	\$ 24,124,397	Proposed
Total Capital Sources	\$ 72,803,262	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$4,509,855	\$25,771	\$ 30
Construction	\$50,478,407	\$288,448	\$ 335
Soft Costs	\$9,384,019	\$53,623	\$ 62
Pre-Development/Bridge Financing	\$ 628,605	\$ 3,592	\$ 4
Construction Financing	\$4,637,247	\$26,499	\$ 31
Permanent Financing	\$ 492,107	\$ 2,812	\$ 3
Capitalized Reserves	\$ 909,866	\$ 5,199	\$ 6
Other Development Costs	\$1,102,266	\$ 6,299	\$ 7
Bond Related Costs	\$ 660,890	\$ 3,777	\$ 4
Total Development Costs	\$ 72,803,262	\$ 416,019	\$ 483

Applicant: Low Income Housing Institute (LIHI)
Project Name: The Aventine
Location: 211 112th Ave NE, Bellevue WA
Project Description: Renovation and acquisition of an existing 5-story, 68-unit apartment community for the preservation of housing for households at 30%, 50% and 80% AMI

Project Sources	Amount	Status
State HTF	\$3,703,027	Proposed
King County	\$1,500,000	Proposed
City of Bellevue	\$10,000,000	Committed
ARCH 2023	\$ 600,000	Committed
WSHFC 501(C)3	\$9,500,000	Committed
Amazon Housing Equity Fund	\$6,800,000	Committed
ARCH 2024	\$ 900,000	Proposed
Total Capital Sources	\$ 33,003,027	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$ 29,379,488	\$ 445,144	\$ 421
Construction	\$1,105,915	\$16,756	\$ 16
Soft Costs	\$ 832,711	\$12,617	\$ 12
Pre-Development/Bridge Financing	\$ 298,000	\$ 4,515	\$4
Construction Financing	\$ 406,500	\$ 6,159	\$6
Permanent Financing	\$ -	\$ -	\$ -
Capitalized Reserves	\$ 527,200	\$ 7,988	\$8
Other Development Costs	\$ 57,000	\$ 864	\$1
Bond Related Costs	\$ 396,213	\$ 6,003	\$6
Total Development Costs	\$33,003,027	\$ 500,046	\$ 473

Applicant: Life Enrichment Options
Project Name: Emily House
Location: 240 1st AVE NE, Issaquah
Project Description: Acquisition of a single-family home for use as a group home for people with intellectual and developmental disabilities

Residential Source Name	Amount	Status
State	\$ 965,374	Proposed
ARCH	\$ 482,687	Proposed
City of Issaquah- IHIP	\$ 482,687	Proposed
Total Capital Sources	\$1,930,748	

Project Uses	Amount	Per Unit/Bed	Per SF
Acquisition Costs	\$1,705,000	\$ 341,000	\$ 478
Construction	\$ -	\$ -	\$ -
Soft Costs	\$ 190,123	\$38,025	\$ 53
Pre-Development/Bridge Financing	\$ -	\$ -	\$ -
Construction Financing	\$ -	\$ -	\$ -
Permanent Financing	\$ -	\$ -	\$ -
Capitalized Reserves	\$ 3,625	\$ 725	\$1
Other Development Costs	\$ 32,000	\$ 6,400	\$9
Community/Nonresidential Space	\$ -	\$ -	\$ -
Bond Related Costs	\$ -	\$ -	\$ -
Total Development Costs	\$1,930,748	\$ 386,150	\$ 541

Attachment 3- ARCH Award Standard Conditions

The ARCH Award Standard Conditions will apply to all project awards.

Prior to Contracting

1. Agency shall submit evidence of funding commitments from all proposed sources. In the event commitment of funds identified in the application cannot be secured in the timeframe identified in the application, the Agency shall immediately notify ARCH, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to ARCH review and approval.
2. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to the following: contractor solicitation, bidding, and selection; wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to refinance acquisition costs.
3. Agency must submit for ARCH staff approval a draft management, affirmative marketing, and services plan, if applicable.

Through Construction Period

(Intentionally Omitted)

Ongoing Requirement through Period of Affordability

4. Agency shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by ARCH staff. If the Agency is unable to adhere to the budgets, ARCH must be immediately notified and (a) new budget(s) shall be submitted by the Agency for ARCH's approval. ARCH shall not unreasonably withhold its approval to (a) revised budget(s), so long as such new budget(s) does not materially adversely change the Project. This shall be a continuing obligation of the Agency. Failure to adhere to the budgets, either original or as amended may result in withdrawal of ARCH's commitment of funds.
5. Agency shall maintain documentation of any necessary land use approvals and permits required by the city in which the project is located.
6. ARCH shall retain five percent (5%) of the award amount until the project completion and satisfaction of the close out terms.
7. Agency shall submit quarterly monitoring reports through completion of the project, and annually thereafter, and shall submit a final budget upon project completion. If applicable, Agency shall submit initial tenant information as required by ARCH.

8. Agency shall maintain the project in good and habitable condition for the duration of the period of affordability.
9. ARCH, through its Administering Agency, may negotiate, approve, execute, and record amendments or releases of any ARCH loan documents as may be needed for the project; provided the project still provides the anticipated affordable housing and there is sufficient collateral to secure the members' financial investment, all as determined by ARCH staff.
10. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
11. Agency must submit for ARCH staff approval a final management, affirmative marketing, and services plan at least 60 days prior to occupancy.



Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. AM No. 25-040
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Michael Hintze	Transportation Planning Manager
Planning and Community Development	Josh Mueller	Senior Engineering Technician

TITLE:

Approval of the Redmond 2050: Transportation Facilities Plan Correction

- a. Ordinance No. 3209: An Ordinance of the City of Redmond, Washington, Repealing and Re-Adopting the 2024-2050 Transportation Facilities Plan in Order to Correct Inadvertent Omissions, Providing for Severability, and Establishing an Effective Date

OVERVIEW STATEMENT:

Staff recommends that the City Council adopt an ordinance (Attachment A) to re-adopt the 2024-2050 Transportation Facilities Plan (TFP) originally adopted as part of Redmond 2050 in November 2024.

The Redmond 2050 Comprehensive Plan was adopted in Ord. 3181 on Nov. 19, 2024. Ord. 3181 includes the 2024-2050 TFP. Unfortunately, the first six pages and final three pages of the TFP were inadvertently omitted from the ordinance and the TFP needs to be re-adopted. Those pages include the following sections:

- Introduction
- Revenue Sources and Forecast
- Overview of Forecast and Growth Assumptions - 2022-2050
- Development of the TFP
- Maps (final three pages)

The complete TFP is provided as Attachment A. No changes were made to the project list. The last page of the project list now includes a grand total cost estimate for convenience.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Comprehensive Plan policy LU-24 establishes land use designations and associated zoning districts. The Community Development and Design Element and Land Use Elements establish land use and design policies for centers and mixed-use zones.
- **Required:**
RCW 36.70A.040 requires development regulations to be consistent with comprehensive plans.
- **Council Request:**
N/A.
- **Other Key Facts:**
The requested action would correct an inadvertent omission.

OUTCOMES:

Readopting the 2024-2050 TFP would result in a complete TFP that meets Growth Management Act requirements.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
None.
- **Outreach Methods and Results:**
None.
- **Feedback Summary:**
None.

BUDGET IMPACT:

Total Cost:

\$5,350,743 is the total value of the Community and Economic Development offer, which includes the staff time devoted to this work.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

0000304

Budget Priority:

Vibrant and Connected

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

If yes, explain:
N/A.

Funding source(s):
General Fund

Budget/Funding Constraints:
None.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/19/2024	Business Meeting	Approve
3/4/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:

The 2024-2050 Transportation Facilities Plan is part of the periodic update of the Comprehensive Plan. The deadline for the periodic update was Dec. 31, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

The 2024-2050 Transportation Facilities Plan is not complete or compliant with the Growth Management Act without the first six pages. Not re-adopting the plan could ultimately risk a finding of noncompliance.

ATTACHMENTS:

Attachment A: Ordinance adopting the 2024-2050 Transportation Facilities Plan
Exhibit 1: 2024-2050 Transportation Facilities Plan

NON-CODE

**REDMOND CITY COUNCIL
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, REPEALING AND RE-ADOPTING THE 2024-2050 TRANSPORTATION FACILITIES PLAN IN ORDER TO CORRECT INADVERTENT OMISSIONS, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Growth Management Act (GMA) requires that comprehensive plans and development regulations shall be subject to continuing evaluation and review; and

WHEREAS, the GMA requires that Redmond complete a periodic update of its comprehensive plan by December 31, 2024; and

WHEREAS, the City of Redmond adopted Ord. No. 3181 on November 19, 2024 to fulfill GMA periodic update requirements; and,

WHEREAS, the 2024-2050 Transportation Facilities Plan was adopted as part of Ord. No. 3181; and

WHEREAS, some pages of the 2024-2050 Transportation Facilities Plan were inadvertently omitted from Ord. No. 3181; and,

WHEREAS, the City Council desires to repeal the incomplete plan and replace it with a complete 2024-2050 Transportation Facilities Plan.

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

Section 1. **Classification.** This is a non-code ordinance.

Section 2. **Findings and Conclusions.** The City Council hereby adopts the findings and conclusions found in Ord. No. 3181.

Section 3. **Transportation Facilities Plan Repealed.**
The Transportation Facilities Plan adopted as Appendix G to the Transportation Element of the Redmond Comprehensive Plan in Ord. No. 3181 is repealed.

Section 4. **Transportation Facilities Plan Adopted.** The Transportation Facilities Plan as shown in Exhibit 1, attached hereto and incorporated herein by this reference as if set forth in full, is adopted as Appendix G to the Transportation Element of the Redmond Comprehensive Plan.

Section 5. Preparation of Final Transportation Facilities Plan Document. The Administration is directed to complete preparation of the final Transportation Facilities Plan document, including correction of any typographical errors; minor editorial revisions; inclusion of appropriate graphics and illustrations; and general formatting.

Section 6. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 7. Effective date. This ordinance shall 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 18th day of March, 2025.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

Cheryl Xanthos, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

DANIEL KENNY, CITY ATTORNEY

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

Appendix G: Transportation Facilities Plan with Financing Plan (System Needs)

Introduction

The Transportation Facilities Plan (TFP) is the long-range financially constrained portion of the Buildout Plan. The Buildout Plan contains all the capital needs identified to provide a complete and well-maintained transportation system for the City of Redmond well into the future. The TFP has been prioritized to best meet the transportation vision in support of the 2050 land use plan. This 29-year Transportation Facilities Plan is financially constrained by the revenue forecast for that same time period consistent with the Washington State Growth Management Act.

This appendix describes three elements essential to the formation of the TFP: its relationship to the Buildout Plan, the revenue forecast, and a strategically prioritized list of specific capital improvements and programs.

The Buildout Plan

The Buildout Plan is an ambitious list of important multimodal improvements needed to address gaps and issues in the current transportation system. Adoption of the completed Buildout Plan will be included in the Transportation Master Plan update. The full implementation of the Buildout Plan over time is expected to be a partnership among all stakeholders of the transportation system in Redmond, including neighboring jurisdictions, private developers, businesses, residents, and granting agencies.

The Buildout Plan, Transportation Facilities Plan, and Three-Year Action Plan

The priority portion of the Buildout Plan is the 29-Year Transportation Facilities Plan (TFP), a funding-constrained plan guiding transportation investment between 2022 and 2050. These priority projects and programs are the City's commitment to transportation improvements needed to keep pace with growth, complete system deficiencies, and provide for essential operations and capital maintenance needs.

Revenue Sources and Forecast

Process to Develop the 2022-2050 Revenue Forecast

Each revenue source has been forecasted through 2050. The forecast makes assumptions about basic considerations, such as the state of the economy, and whether the City would continue to devote that revenue source to transportation.

The first six years of the TFP revenue forecast are derived from the revenue projections in the 2023-2028 Capital Investment Program (CIP). The remaining years (2029-2050) are calculated based on a flat rate (does not include inflation) to match the project cost estimates.

Project cost inflation in outer years (2029-2050) can be estimated only if the City knows exactly what year each project would be initiated. While this is known for the Capital Investment Program (CIP), it is not known for the entire 29-year period.

Overview of Revenue Sources and Assumptions

The City’s transportation investments are supported by a variety of revenue sources that include:

- **City taxes and fees** – General funds from property and sales taxes, Business Transportation Tax, transportation impact fees, etc.
- **Funds from other governmental agencies** – Grants from state and federal transportation agencies, cost participation by other cities in Redmond projects, and transfers of funds pursuant to agreements, such as the BROTS agreement with Bellevue.
- **Developer payments** – Funds provided by developers to ensure access and mitigate site-related transportation impacts.
- **Miscellaneous** – Interest earnings, carry-forward fund balances associated with projects initiated in prior years, intergovernmental transfers, and other funds.

TFP revenue forecast 2022-2050

Revenue Source	Forecast (\$M) 2022-2050	Percent	Description of Source
General Fund Transfer	60.26	6.8%	Council appropriation from City general fund
Pavement Management General Fund	8.70	1.0%	Council appropriation from City general fund
Real Estate Excise Tax	62.78	7.1%	Tax on property sales in Redmond
Motor Vehicle Excise Tax	16.06	1.8%	State transportation funds to Redmond
Other Jurisdictions	2.93	0.3%	Cost participation by other agencies in Redmond projects
Federal and State Grants	103.92	11.7%	Cost participation grants for specific projects
Business Tax	139.24	15.7%	Employment based tax - Redmond employers
Impact Fees	243.20	27.4%	Transportation impact fee cash payments by developers; or construction value by developers
Developer Contributions	63.2	7.1%	Value of developer payments or construction for specific projects; not impact fee credited

Miscellaneous Sources	14.6	1.6%	Interest earnings, rent, surplus property, revenue for completed projects for concurrency
Miscellaneous Carryovers	24.37	2.7%	Funds brought forward; net of debt payments, non-tfp projects and overhead
Transportation Benefit District	148.50	16.7%	City Council adopted an ordinance to form a Transportation Benefits District
Total	887.75	100.0%	

Overview of Forecast and Growth Assumptions – 2022-2050

Forecast Assumptions

- Flat to moderate growth in revenues.
- No increases to tax or fee rates or new sources of revenue.
- Revenues and project costs also include the portion of CIP-funded projects that have occurred prior to 2022 and are continuing into the 2023-2028 time frame.
- Debt obligations are paid from existing revenues.

Growth Assumptions

- Impact fees and developer contributions account for 35 percent of the TFP revenues.
- Pipeline projects are either underway or have concurrency through a development agreement.
- Transportation impact fees paid by developer are a blend of built projects (developers receive impact fee credits when constructing an impact fee eligible project) and cash towards TFP projects.
- Developer contributions are the portion of developer-built projects that exceed the limit of impact fee credits.

Development of the Transportation Facilities Plan (TFP)

The Transportation Facilities Plan is part of the overall City of Redmond Capital Investment Strategy (CIS) or “Vision Blueprint,” which is a comprehensive listing of all public infrastructure projects needed and funded through 2050. Transportation is the largest of the individually funded capital plans and integral to coordinating with the other capital projects within the city, particularly with utility projects, stormwater improvements, and parks and trails. Transportation tends to provide a framework for how to consider the design and timing of many other City capital projects so all of the City infrastructure can be integrally designed and provided most efficiently.

Projects and Programs

TFP capital investments are arranged into two types: projects and programs. Projects and programs have distinct characteristics, and they are designed to complement each other.

Stability of Revenue Sources:

- Gas tax revenue is based on consumption; gasoline tax revenues will decrease as drivers change to other modes of travel and shift to electric vehicles.
- REET is tied to the economy and local real estate market.
- General Fund is tied to economy plus City policy. In addition, in order to fund maintenance and operations on already built transportation infrastructure, the amount of General Fund revenue available for new transportation projects may decrease over time.
- Grant awards are sought in a highly competitive market for both federal and state grants and are tied to the availability of funding.
- Developer contributions have decreased due to plan-based concurrency system and are difficult to forecast in the outer years.



2024-2050 Transportation Facilities Plan (TFP)

ID	Name	Neighborhood	Street From	Street To	Description	Project Type	Estimate
10	SR 520 Trail Grade Separation at NE 51st St	Overlake	520 Trail		Grade separate the 520 Trail at NE 51st Street.	Other	\$7,634,621
31	148th Ave NE and NE 51st St Right Turn Lanes	Overlake	520 Trail	148th Ave NE	Add a second right turn lane from westbound NE 51st Street to Northbound 148th Avenue NE.	Intersection improvement - signals	\$2,705,850
46	150th Ave NE & NE 51st St Signal	Overlake	NE 51st St		Add north leg to intersection of 150th Ave and 51st St and signalize this intersection.	Intersection improvement - signals	\$2,445,607
47	152nd Ave NE Main Street	Overlake	2600 Block	NE 24th St	Implement 152nd Avenue NE main street from NE 24th Street to 2600 Crossing to create a lively and active signature street in the Overlake Village. The cross section for the improvements would include 1 through lane in each direction, turn lanes as necessary, on-street parking and pedestrian and bicycle facilities. Other improvements include storm drainage, LID, street lighting, pedestrian amenities, transit amenities, right-of-way, easements, and utilities	Roadway capacity (corridor widening for bike or vehicle lane)	\$7,100,000
47.01	152nd Ave NE Main Street North	Overlake	24th St	31st St	Implement 152nd Avenue NE main street from 2600 Crossing to Plaza Street / DaVinci to create a lively and active signature street in the Overlake Village. The cross section for the improvements would include 1 through lane in each direction, turn lanes as necessary, on-street parking and pedestrian and bicycle facilities. Other improvements include storm drainage, LID, street lighting, pedestrian amenities, transit amenities, right-of-way, easements, and utilities	Half street	\$15,729,868



2024-2050 Transportation Facilities Plan (TFP)

ID	Name	Neighborhood	Street From	Street To	Description	Project Type	Estimate
49	152nd Ave NE Main Street South of 24th	Overlake	NE 24th	NE 20th St	Implement a multi-modal pedestrian corridor concept on 152nd Avenue NE from NE 20th Street to NE 24th Street to create a lively and active signature street in the Overlake Village consistent with the Overlake Village Street Design Guidelines. The cross section for the improvements would include 1 through lane in each direction, turn lanes as necessary, on-street parking and pedestrian and bicycle facilities. Other improvements include storm drainage, LID, street lighting, pedestrian amenities, transit amenities, right-of-way, easements, and utilities	Full street	\$39,169,343
50	156th Ave NE & Bel-Red Rd Turn Lane	Overlake	156th Ave NE		Add southbound right-turn lane.	Intersection improvement - signals	\$2,400,000
51.01	156th Ave NE Shared Use Path	Overlake	NE 40th St	NE 51st St	Construct shared use path on the east side of 156th Avenue from 40th Street to 51st Street	Roadway capacity (corridor widening for bike or vehicle lane)	\$9,306,150
56.01	NE 40th St Shared Use Path - West	Overlake	148th Ave NE	SR 520	Shared use path on the south side of 40th Street from 148th Avenue to the 520 Trail	Roadway capacity (corridor widening for bike or vehicle lane)	\$9,483,555



2024-2050 Transportation Facilities Plan (TFP)

ID	Name	Neighborhood	Street From	Street To	Description	Project Type	Estimate
62.01	NE 40th St Improvements	Overlake	163rd Ave NE	172nd Ave	Add paved trail on south side of 40th Street from 163rd Avenue to West Lake Sammamish Parkway	Roadway capacity (corridor widening for bike or vehicle lane)	\$5,201,700
66.01	51st St Shared Use Path	Overlake	148th Ave	SR 520	Provide multi-use trail on north side of NE 51st St between 148th Ave NE and SR 520.	Roadway capacity (corridor widening for bike or vehicle lane)	\$2,735,250
72	140th Ave NE and Redmond Wy Turn Lanes	Grass Lawn	NE 80th St	Redmond Way	Add second northbound left turn lane and extend bicycle lanes from 80th Street through the intersection of 140th Ave and Redmond Way.	Roadway capacity (corridor widening for bike or vehicle lane)	\$361,453
75	NE 116th St Widening Segment II	North Redmond	167th PL	179th PL	Widen NE 116th St from 176th Ave to 178th Ave NE. Improvements include 1 through lane in each direction, left turn lanes, bike lanes, curb, gutter, sidewalks, equestrian trail, streetlights, storm drainage, underground power, right-of-way and easement acquisition.	Roadway capacity (corridor widening for bike or vehicle lane)	\$9,673,162
77	NE 116th St Segment III	North Redmond	179th PL	Avondale Rd	NE 116th St Segment III. Location: NE 116th Street (East End) from 179th Avenue NE to Avondale Rd. Description: Widen remaining sections of NE 116th St from 179th Avenue to Avondale Road. Improvements include 1 through lane in each direction, left turn lanes, bike lanes, curb, gutter, sidewalks, streetlights, storm drainage, underground power, right-of-way and easement acquisition.	Roadway capacity (corridor widening for bike or vehicle lane)	\$20,702,850



2024-2050 Transportation Facilities Plan (TFP)

ID	Name	Neighborhood	Street From	Street To	Description	Project Type	Estimate
88	NE 76th St Widening 520 to 178th PI	SE Redmond	EB 520 Ramp	178th PI NE	widen roadway to include three 12' travel lanes and two bike lanes and 6' sidewalks, realign roadway to comply with COR minimum horizontal curve radius requirement. At the signalized intersection of Fred Meyer and Target, add crosswalk to west leg, use existing right run drop lane eastbound, re-aligned to account for roadway widening. At intersection of 76th and eastbound 520 ramps add a crosswalk enabling pedestrian and bicycle crossing. Improve transit amenities.	Roadway capacity (corridor widening for bike or vehicle lane)	\$5,574,000
89	76th St & 178th PI Intersection Improvements	SE Redmond	178th PI NE		Improve the intersection by accommodating WB-67 trucks for all movements, adding northbound and southbound right turn only lanes, completing bike lanes, widening sidewalks to 6' wide, and better sight lines.	Intersection improvement - signals	\$6,758,359
90	NE 76th St Widening	SE Redmond	178th PI NE	185th Ave NE	Widen roadway to include a 12' center turn lane, two 12' travel lanes and two 5.5' bike lanes and 6' sidewalks on both sides of roadway.	Roadway capacity (corridor widening for bike or vehicle lane)	\$3,150,000
111	124th St and 162nd PI Intersection Improvements	North Redmond	162nd PI NE		Construct intersection improvements at 124th Ave NE and 162nd PI NE. Includes the addition of turn lanes on NE 124th and modifications on 162nd PI for sight distance as well as intersection control. Coordination with King County Roads as project is outside City limits.	Intersection improvement - signals	\$4,489,800
113	192nd Ave NE Extension	SE Redmond	NE 68th St	Union Hill Rd	Construct new 192nd Ave NE from NE 68th St to Union Hill Rd. Improvements include 1 through lane in each direction, left turn lanes, bike lanes, sidewalks, streetlights, traffic control, storm drainage, right-of-way and easements.	Full street	\$38,072,000
119	Avondale Way Extension	Downtown	Redmond Way	NE 76th St	Construct a new north/south non-motorized connection between Redmond Way and NE 76th Street. Needed cost estimate review.	Full street	\$36,442,004



2024-2050 Transportation Facilities Plan (TFP)

ID	Name	Neighborhood	Street From	Street To	Description	Project Type	Estimate
156	Willows Rd Widening	Sammamish Valley	NE 116th St	NE 124th St	Widen Willows Road from NE 116th St to NE 124th St. Improvements include 2 through lanes in each direction, left turn lanes, bike lanes, curb, gutter, sidewalks, transit amenities, streetlights, storm drainage, underground power, right-of-way and easement acquisition.	Roadway capacity (corridor widening for bike or vehicle lane)	\$22,006,950
170	158th Ave NE Extension	Downtown	Redmond Way	NE 83rd St	Construct new 159th Ave NE from Redmond Way to NE 83rd St. Improvements include 1 through lane in each direction, parking, sidewalks, streetlights, pedestrian amenities, transit stop amenities, storm drainage, right-of-way and easements.	Full street	\$10,469,000
172	150th Ave NE Bicycle Lane Completion	Overlake	NE 51st St	NE 40th St	Fill in gaps in bicycle facility network on 150th Avenue NE from NE 51st Street to NE 40th Street in both directions and improve curve radius to allow for truck movements through existing chokepoint. Widen roadway to west and build retaining walls.	Roadway capacity (corridor widening for bike or vehicle lane)	\$16,583,635
201	Redmond Central Connector Phase 3	Sammamish Valley			12-foot regional trail from the Redmond Central Connector Phase II to 124th Street	Multi-use Path	\$4,245,000
288	151st Ave NE South-DaVinci	Overlake	NE 20th St	NE 24th St	Construct new 151st Avenue NE between NE 20th Street and NE 24th Street. Refer to the Overlake Neighborhood Plan for more details. Coordinate with the Overlake Village South Study.	Full street	\$9,000,000
289	NE 22nd St, West	Overlake	148th Ave NE	152nd Ave NE	Construct new NE 22nd Street from 148th Avenue NE to 152nd Avenue NE and design the street as a local access street using pedestrian supportive design with on-street parking and one through lane in each direction. Major street connections would be signalized. Coordinate with Overlake South Plan.	Full street	\$19,000,000



2024-2050 Transportation Facilities Plan (TFP)

ID	Name	Neighborhood	Street From	Street To	Description	Project Type	Estimate
290	NE 22nd St, East	Overlake	152nd Ave NE	Bel-Red Rd	Construct new NE 22nd Street from 152nd Avenue NE to Bel-Red Road and design the street as a local access street using pedestrian supportive design with on-street parking and one through lane in each direction. Major street connections would be signalized. Coordinate with Overlake South Plan.	Full street	\$7,500,000
310	Lumiere - NE 24th to NE 26th	Overlake	NE 24th St	Hopper St	Construct Lumiere Access Street from 24th Street to Hopper Street in accordance with Overlake Village Design Standards, including 1 travel lane, parking lane and sidewalk in each direction.	Full street	\$12,098,000
311	DaVinci - NE 27th to NE 28th	Overlake	Hopper St	Shen St	Construct DaVinci neighborhood street from Turing Street to Shen Street in accordance with Overlake Village Design Standards, including 1 travel lane, parking lane, cycle track, and sidewalk in each direction as well as an urban pathway trail.	Full street	\$8,867,000
312	DaVinci - NE 24th to NE 26th	Overlake	NE 24th St	Hopper St	Construct DaVinci neighborhood street from 24th Street to Hopper Street in accordance with Overlake Village Design Standards, including 1 travel lane, parking lane, cycle track, and sidewalk in each direction as well as an urban pathway trail.	Full street	\$20,393,000
313	Hopper Street	Overlake	152nd Ave NE	DaVinci	Construct Hopper Street Access Street from DaVinci to 152nd Ave in accordance with Overlake Design Standards, including 1 travel lane, parking lane and sidewalk in each direction.	Full street	\$17,906,000
314	Turing Street	Overlake	NE 27th St	152nd Ave NE	Construct Access Street in accordance with Overlake Village Design Standards, including 1 travel lane, parking lane and sidewalk in each direction.	Full Street	\$31,593,902
315	Shen Street	Overlake	Hopper St	152nd Ave NE	Partial completion by the Overlake Access Ramp project. Cost estimate review needed.	Full Street	\$28,998,333
339	NE 95 St. Bridge Replacement	Bear Creek	NE 95th St		NE 95th Street Bridge Replacement	Other	\$884,000
360	NE 70th Street Extension Phase 2 Construction	SE Redmond	Redmond Way	180th Ave NE	Construct a new street connection up to City standards on NE 70th Street between 180th Avenue NE and Redmond Way	Full street	\$2,500,000



2024-2050 Transportation Facilities Plan (TFP)

ID	Name	Neighborhood	Street From	Street To	Description	Project Type	Estimate
361.01	Sammamish River Trail Extension from 51st Street to Bel-Red Road	Overlake			Extend Sammamish River Trail at east side of West Lake Sammamish Parkway from 51st Street to Bel-Red Road	Roadway capacity (corridor widening for bike or vehicle lane)	\$19,804,808
362	172nd Ave NE Extension	North Redmond	NE 124th St	NE 128th St	172nd Ave NE gate opening at NE 124th St and traffic calming improvements	Other	\$1,340,000
364	NE 76th Street Extension (Segment 2)	SE Redmond	188th Ave NE	192nd Ave NE	Construct new NE 76th St from 188th Ave NE to 192nd Ave NE. Improvements include 1 through lane in each direction, left turn lanes or medians to create a 3-lane section, bike lanes, sidewalks, street lights, traffic control, storm drainage, right-of-way and easements. Consider roundabout at 185th Ave and 76th St.	Full street	\$16,278,000
366.01	156th Ave NE Two-Way Cycletrack	Overlake	Bel-Red Road	NE 40th St.	Construct two-way cycle track on the east side of 156th Avenue from 28th Street to 40th Street	Roadway capacity (corridor widening for bike or vehicle lane)	\$7,695,059
370	NE 116th St Widening Segment I, Phase II	North Redmond	Red-Wood Rd	167th Pl NE	Complete NE 116th St from Red-Wood Road to 167th Place NE. Improvements include one through lane in each direction, left turn lanes, bike lanes, curb, gutter, sidewalks, equestrian trail, streetlights, storm drainage, underground power, right-of-way, and easement acquisition. Improvements coordinate with project # 356: the construction of a roundabout at NE 116th Street and 162nd Avenue NE.	Roadway capacity (corridor widening for bike or vehicle lane)	\$6,220,000
371	Redmond Way Widening	Downtown	168th Ave NE	164th Ave NE	Add second westbound lane and parking on the north side of Redmond Way between 168th Avenue and 166th Avenue. Project would include one travel lane, on-street parking, sidewalk, right-of-way, utilities and streetscape improvements	Other	\$12,008,433



2024-2050 Transportation Facilities Plan (TFP)

ID	Name	Neighborhood	Street From	Street To	Description	Project Type	Estimate
378	173rd Ave NE Connection	SE Redmond	NE 67th St	NE 70th St	Construct collector arterial (see RZC Appendix 8A).	Full street	\$23,220,800
382	176th Ave NE Retrofit-LW Tech Segment	SE Redmond		NE 65th St	Widen Roadway Per Appendix 8A	Roadway capacity (corridor widening for bike or vehicle lane)	\$4,383,000
384	NE 65th St Retrofit	SE Redmond	Marymoor Park boundary	East Lake Sammamish Parkway	Retrofit collector arterial (see RZC Appendix 8A)	Full street	\$22,653,390
386	NE 67th St Retrofit	SE Redmond	173rd Ave NE	176th Ave NE	Retrofit collector arterial (see RZC Appendix 8A)	Full street	\$23,697,742
387.01	148th Corridor from NE 20th to SR520	Overlake	Bel-Red Road	EB SR 520 on-ramp	Add northbound through lane on 148th Ave NE between Bel-Red Road and the eastbound SR 520 on ramp	Roadway capacity (corridor widening for bike or vehicle lane)	\$14,372,626
389	West Lake Sammamish Parkway Roundabout	Overlake	West Lake Sammamish Parkway	<Null>	Construct a roundabout at West Lake Sammamish Parkway and Bel-Red Road	Intersection improvement - no signals	\$8,720,843
392	NE 70th St Retrofit	SE Redmond	173rd Ave NE	Redmond Way	Construct collector arterial street (see RZC Appendix 8A). North half of street to be completed as part of DRLE	Full street	\$11,936,272
396	176th Ave from 70 to Red Way	SE Redmond	NE 70th St	Redmond Way	Construct connector street with right-in, right-out access at Redmond Way to function as a third entrance to the subarea.	Full street	\$9,587,340



2024-2050 Transportation Facilities Plan (TFP)

ID	Name	Neighborhood	Street From	Street To	Description	Project Type	Estimate
404	176th Ave NE Retrofit-67th Segment	SE Redmond	Mld Segment	LW Segment	Widen Roadway Per Appendix 8A	Roadway capacity (corridor widening for bike or vehicle lane)	\$5,327,564
405	176th Ave NE Retrofit-Middle Segment	SE Redmond	NE 65th St	NE 70th St	Widen Roadway Per Appendix 8A	Roadway capacity (corridor widening for bike or vehicle lane)	\$4,043,493
406	176th Ave NE Retrofit-North Segment	SE Redmond		NE 70th St	Widen Roadway Per Appendix 8A	Roadway capacity (corridor widening for bike or vehicle lane)	\$5,589,000
502	24th St Multimodal Imp from 148 to Bel-Red	Overlake	148th Ave NE	Bel-Red Rd	Add new cycle tracks and sidewalks to 24th Street between 148th Avenue and Bel-Red Road, see Overlake South Plan.	Roadway capacity (corridor widening for bike or vehicle lane)	\$8,667,000
710	Avondale Road School Bus Pull Outs	Bear Creek			Install school bus pullouts on Avondale Road including at Novelty Hill Road, NE 95th St, 188th, Ave NE/182nd Ave NE, 180th Ave NE, and NE 90th St.	Other	\$2,623,000



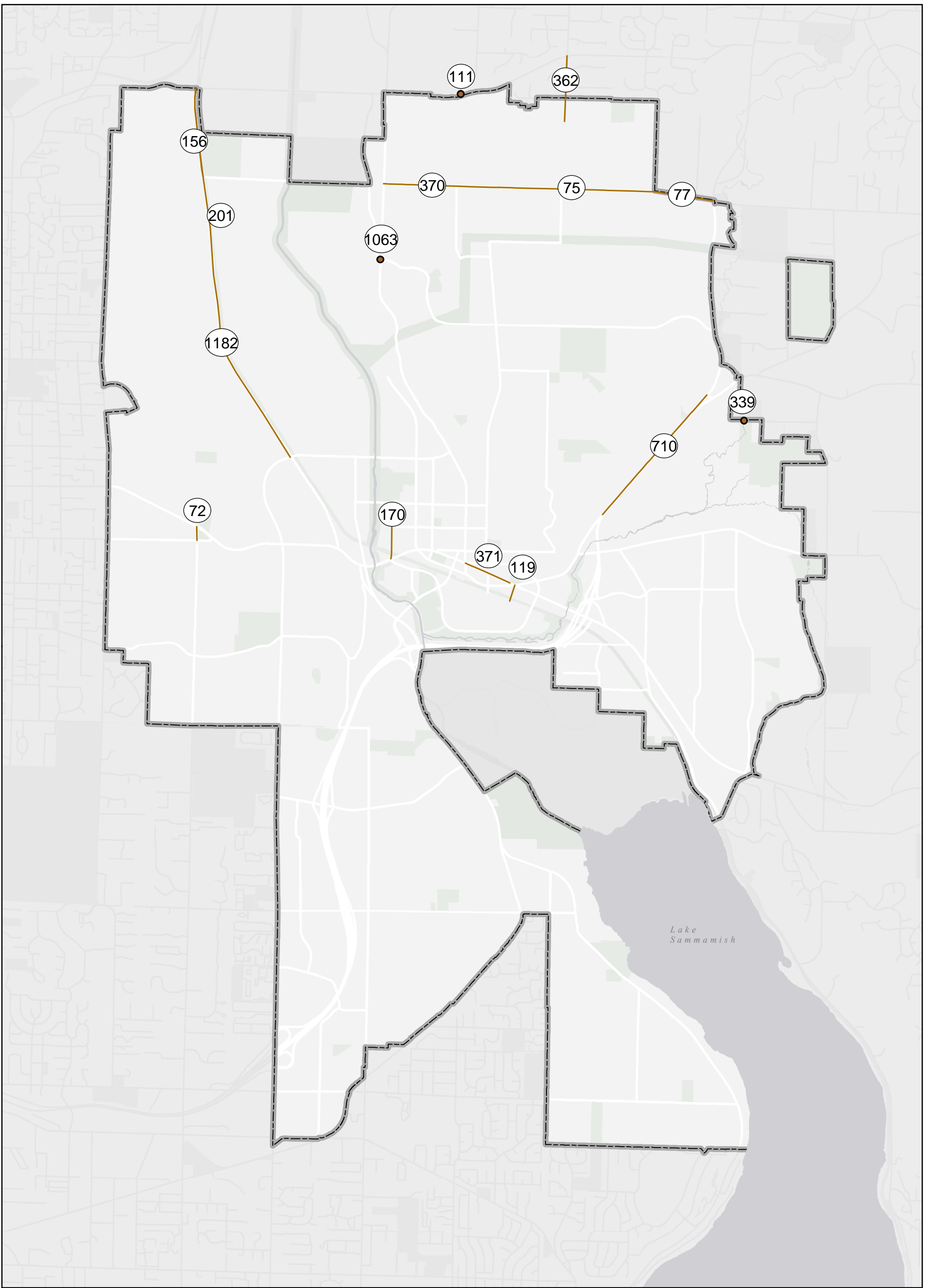
2024-2050 Transportation Facilities Plan (TFP)

ID	Name	Neighborhood	Street From	Street To	Description	Project Type	Estimate
1063	Red-Wood Rd and NE 109th St Improvements	Education Hill	Red-Wood Rd		North-Souths Corridors Study	Intersection improvement - signals	\$1,140,000
1150	Lumiere Ave	Overlake	NE 20th St	NE 24th St	Lumiere Ave from NE 20th St to NE 24th St	Full street	\$28,504,473
1151	NE Koll Drive	Overlake	152nd Ave NE	DaVinci	NE Koll Drive (2100 block) from Da Vinci Ave to 152nd Ave - private street but publicly accessible	Roadway capacity (corridor widening for bike or vehicle lane)	\$3,193,943
1166	70th Street Cycle Track	SE Redmond	SR 202	180th Avenue	One way cycle track built by development by shifting curb line south. Part of comfortable bike system connecting Marymoor Station to SE Redmond.	Full Street	\$3,093,464
1182	Willows North Bus Lane	Willows-Rose Hill	90th Street	124th Street	Add northbound bus only or HOV only lane. Replaces one general purpose lane south of 9900 Block and replaces bike lanes from 9900 Block to 124th Street - cannot remove bike lanes until Redmond Central Connector complete providing new, more comfortable bike facility	Other	\$1,403,910
1192	40th Street Shared Path, East	Overlake	163rd Avenue	West Lake Sammamish Parkway	Shared path on the south side of 40th Street with segments of cycle track where appropriate	Roadway capacity (corridor widening for bike or vehicle lane)	\$7,106,922



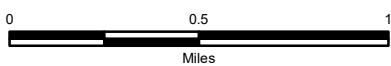
2024-2050 Transportation Facilities Plan (TFP)

ID	Name	Neighborhood	Street From	Street To	Description	Project Type	Estimate
3112	Brill Street	Overlake	DaVinci	152nd Ave NE	Non-Motorized vehicle and Fire Access between DaVinci and 152nd Ave NE	Roadway capacity (corridor widening for bike or vehicle lane)	\$1,737,540
3113	Bridge Structure and Repair Program	Citywide	Citywide		Started in 2001, bridge inspections and to coordinate maintenance and repair	Program	\$3,900,000
3114	Street Channelization Improvement and Maintenance Program	Citywide	Citywide		Replace worn pavement markings and signs for compliance; install new/innovative pavement markings and signs for channelization changes and safety concerns	Program	\$3,250,000
3115	Transportation Benefit District Implementation	Citywide	Citywide		Transportation improvements to be funded by the Transportation Benefits District	Program	\$143,000,000
3116	Street Lighting Program	Citywide	Citywide		Install new street lights and/or upgrade existing to LED at key locations where additional illumination would benefit safety and user accessibility.	Program	\$1,950,000
3117	Transportation Demand Management	Citywide	Citywide		Started in 1997	Program	\$2,210,000
3118	Traffic Safety Improvements	Citywide	Citywide		Targeted Safety Improvement Projects for safe, protected crossings	Program	\$2,600,000
TFP Project Cost:							\$852,439,014



2024-2050 Transportation Facilities Plan

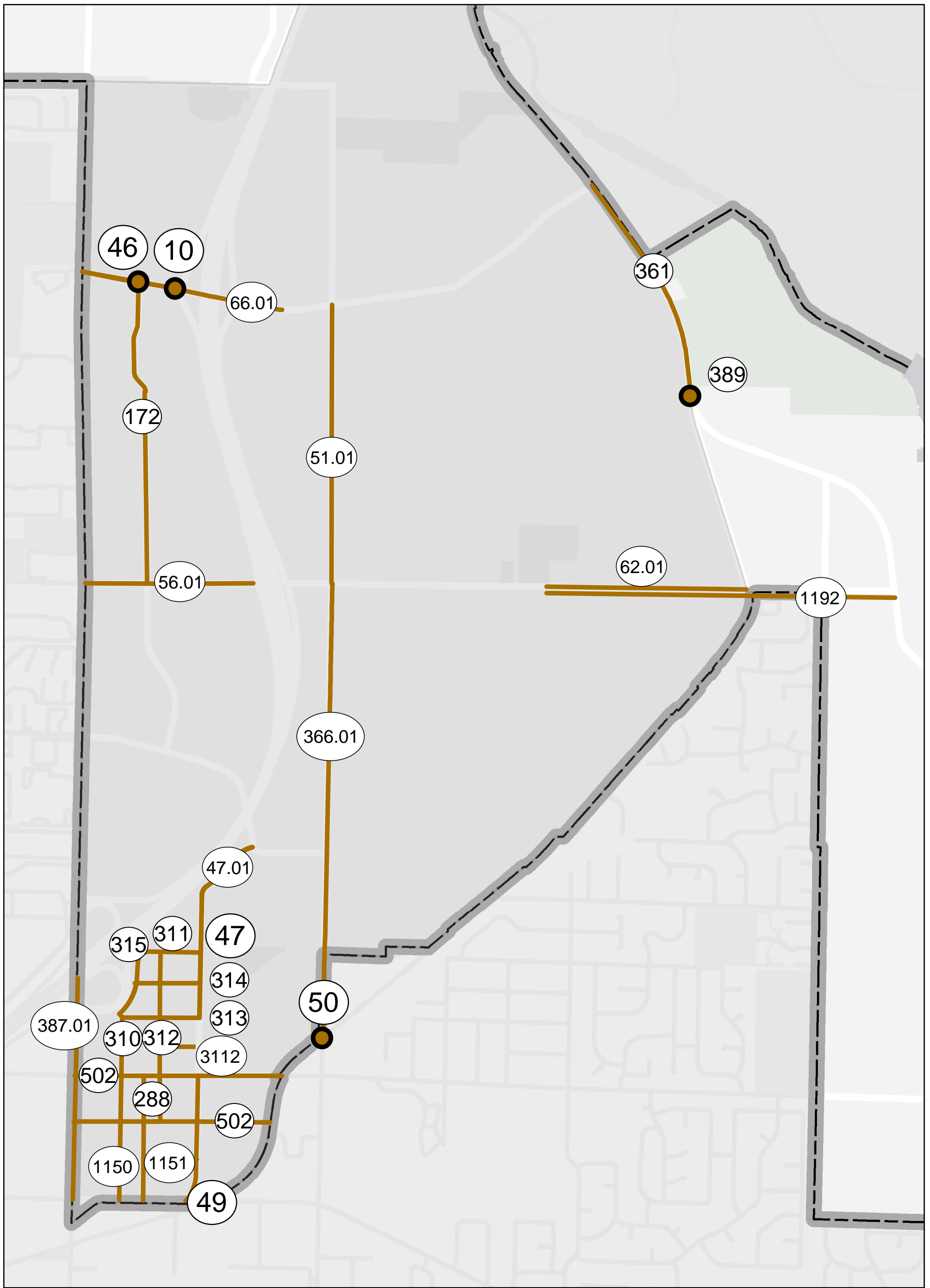
City of Redmond, Washington



-  Transportation Facilities Plan Project (Line)
-  Transportation Facilities Project (Point)
-  City Limit
-  Neighborhood

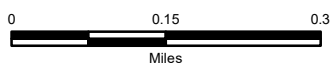
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2024-2050 Transportation Facilities Plan

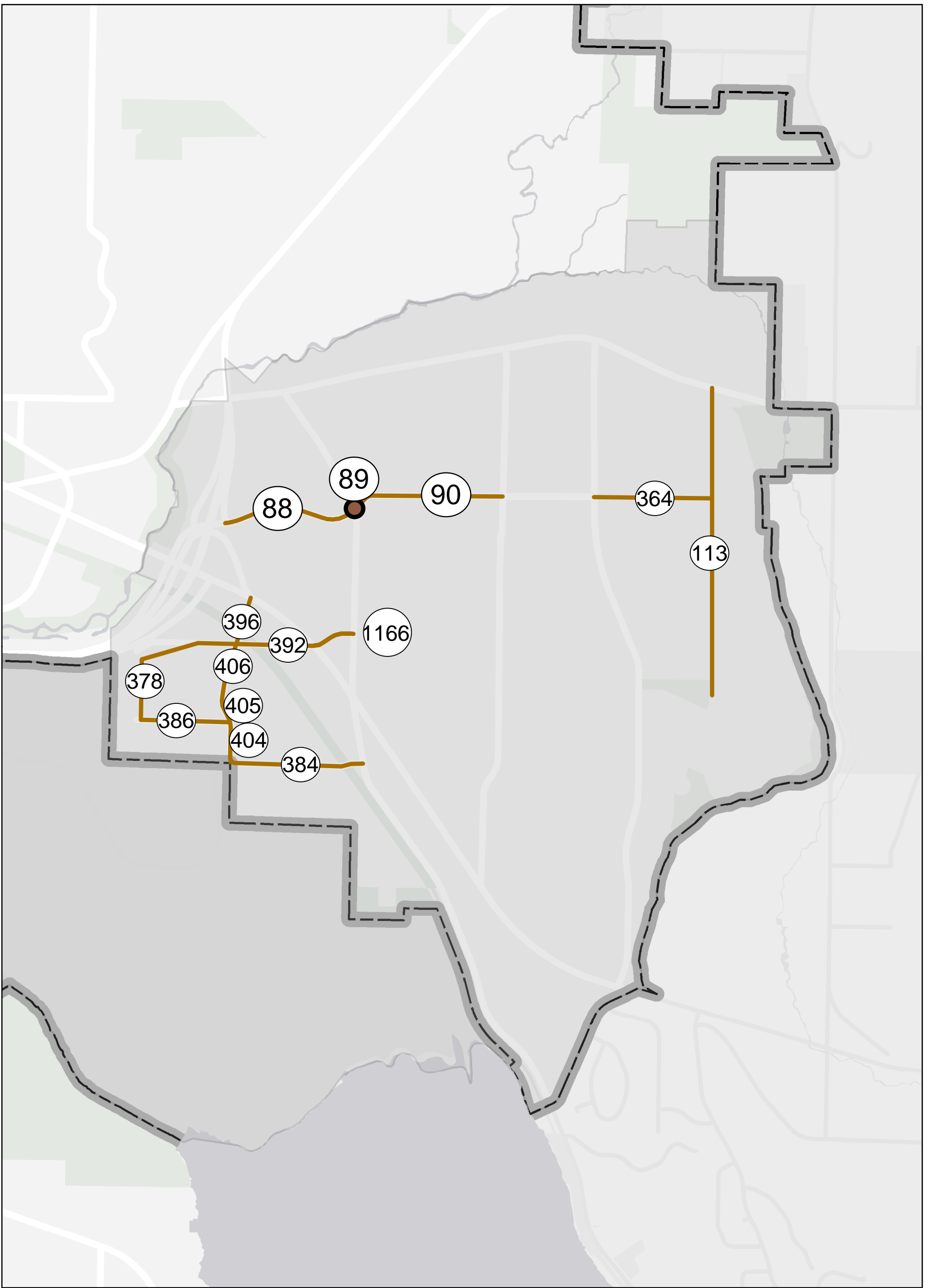
City of Redmond, Washington



-  Transportation Facilities Plan Project (Line)
-  Transportation Facilities Project (Point)
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-  Neighborhood

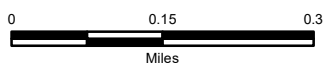
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The City makes no guarantee as to the accuracy of the features shown on this map.



2024-2050 Transportation Facilities Plan

City of Redmond, Washington



-  Transportation Facilities Plan Project (Line)
-  Transportation Facilities Project (Point)
-  City Limit
-  Neighborhood

Disclaimer: This map is created and maintained by GIS Services Group, Transportation and Information Services, City of Redmond, Washington, for reference purposes only.

The City makes no guarantee as to the accuracy of the features shown on this map.



Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. AM No. 25-041
Type: Staff Report

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Zach Houvener	Parks Deputy Director
Parks	Erica Chua	Parks Recreation Manager

TITLE:
Teen Services Transition

OVERVIEW STATEMENT:

Teen programs currently housed at the Old Fire House Teen Center are transitioning to the Redmond Community Center at Marymoor Village and other City facilities. This transition will be complete by the end of April. This follows comprehensive facility assessments of the building that has served the community for 73 years. This proactive relocation will allow the City to ensure continuous teen services while the community considers options for the building’s future.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Facilities Condition Assessment (2024)
2017 Community Priorities for the Future of Redmond’s Community Centers Report
Park, Arts, Recreation, Culture, and Conservation (PARCC) Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

This briefing will provide the timeline and future planning efforts for teen services. A separate City Council and community process will determine the future of the current site of the Old Firehouse Teen Center.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
March 10, 2025 - Meeting with teen participants
March 28, 2025 - Website and online questionnaire launch
Q2-Q3 2025 - Direct teen outreach through community events, schools, and other avenues
- **Outreach Methods and Results:**
See above.
- **Feedback Summary:**
The goal is to determine what teens need, where they need it, and how it can be best provided in the future for current and future generations.

BUDGET IMPACT:

Total Cost:
N/A

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:
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
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	Item has not been presented to Council	N/A
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Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/27/2025	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Time Constraints:

Proactively moving programs out of the facility prior to a building failure will allow the least amount of disruption to teen services and allow for community engagement regarding the future of teen programs.

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: PowerPoint

Teen Services Transition

March 18, 2025

Loreen Hamilton, Parks Director





Purpose

- Communicate transition of Teen Services from Old Fire House Teen Center to other city facilities
- Communicate the timeline of the teen engagement process
- Communicate the timeline of the Old Fire House facility discussion

Teen Services Transition



Timeline

- All programs move out of OFH by April
- All new spaces operational by the end of April

Facilities

- Redmond Community Center at Marymoor Village
- Redmond Senior & Community Center
- Outdoor Spaces

Impact

- Brief program interruption in early April

Teen Outreach and Involvement



- **March 10** – Teen-focused meeting
- **March 11** – News release, webpage, and FAQ
- **March 28** – LetsConnectRedmond.com/TeenServices launches with online questionnaire
- **Spring 2025** – Outreach at events, schools, and other organizations
- **Summer 2025** – Final Report



Upcoming Touchpoints

PROGRAM

- **May 25** – Parks and Environmental Sustainability Committee of the Whole
- **June 24** – Study Session

FACILITY

- **April 8** – Study Session



Thank You



Any Questions?





City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 3/18/2025
Meeting of: City Council

File No. SPC 25-026
Type: Verbal Report

Consideration of an Appeal Regarding Exclusion from Attendance at Council Meetings

MAR 10 2025

CUSTOMER SERVICE

To Redmond council
 Sr Alex Tsimmerman
 14150 NE 20 St #25B
 Bellevue, WA 98007
 206 405 0240

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Freedom of spee an stop Antisemitism!

Brocen 2 ex. order is 100% crime!

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3/10/25 In Y.A. Silverman Y.

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offine

City of Redmond
Payroll Check Approval Register
Pay period: 2/16 - 2/28/2025
Check Date: 3/10/2025

Check Total:	\$	53,929.21
Direct Deposit Total:	\$	2,844,092.98
Wires & Electronic Funds Transfers:	\$	1,828,351.45
Grand Total:	\$	<u>4,726,373.64</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **188618** through **188631** ,
Direct deposits numbered **181760** through **182563** , and
Electronic Fund transfers **1816** through **1820**
are approved for payment in the amount of **\$4,726,373.64**
on this **18 day of March 2025**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 2/16 - 2/28/2025
Check Date: 3/10/2025

Total Checks and Direct deposit:	\$	4,184,241.64
Wire Wilmington Trust RICS (MEBT):	\$	542,132.00
Grand Total:	\$	<u>4,726,373.64</u>

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B

Human Resources Director, City of Redmond
Redmond, Washington
