

City of Redmond



Agenda

Wednesday, August 2, 2023

4:30 PM

Special Meeting Notice and Agenda

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

Committee of the Whole - Planning and Public Works

Committee Members

Melissa Stuart, Presiding Officer

Jeralene Anderson

David Carson

Steve Fields

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

AGENDA

ROLL CALL

1. Rose Hill (NE 97th Street) Annexation Notice of Intent [CM 23-404](#)
[Attachment A: Notice of Intent to Commence Annexation - NE 97th Street](#)
[Attachment B: Pre-Annexation Zoning Map](#)
[Attachment C: Potential Annexation Areas Map](#)
Department: Planning and Community Development, 5 minutes
Requested Action: Consent, September 5th
2. Acceptance of the 2023-2025 Pollution Prevention Assistance [CM 23-391](#)
Interagency Agreement
[Attachment A: Pollution Prevention Assistance 2023-2025 Interagency Agreement](#)
Department: Public Works, 5 minutes
Requested Action: Consent, September 5th
3. NACTO Report [CM 23-408](#)
Department: City Council, 10 minutes
Requested Action: Informational
4. DEI Internal and External Assessments Overview [CM 23-385](#)
[Attachment A: DEI Internal Assessment](#)
[Attachment B: DEI External Assessment](#)
Department: Executive, 15 minutes
Requested Action: Informational
5. Fire District 45 Update [CM 23-410](#)
Department: Fire, 10 minutes
Requested Action: Informational
6. Travelers Insurance Property Insurance 15 Month Insurance [CM 23-403](#)
Renewal
Department: Finance, 5 minutes
Requested Action: Informational

7. Approve Consultant Services Agreement Supplement 1 with [CM 23-402](#)
Pertect Engineering for the Avondale Road Preservation
Project

[Attachment A: Avondale Preservation Vicinity Map](#)

[Attachment B: Additional Project Information \(Pertect Supplement\)](#)

[Attachment C: Avondale Pertect Supplemental Agreement 1](#)

Department: Public Works, 5 min

Requested Action: Consent, September 5th

ADJOURNMENT



Memorandum

Date: 8/2/2023

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

File No. CM 23-404

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

DEPARTMENT STAFF:

| | | |
|------------------------------------|----------------|-----------------------------|
| Planning and Community Development | Seraphie Allen | Deputy Director |
| Planning and Community Development | Jeff Churchill | Long Range Planning Manager |
| Planning and Community Development | Odra Cardenas | Planner |

TITLE:

Rose Hill (NE 97th Street) Annexation Notice of Intent

OVERVIEW STATEMENT:

Staff recommends that Council accept the Notice of Intent to commence annexation proceedings for the Rose Hill (NE 97th street) potential annexation area as described in Attachment A, in accordance with RCW 35A.14.120.

Staff recommends no geographic modifications, adopting R-5 as the zoning for this area upon annexation (the area is zoned R-5P, meaning that pre-annexation zoning has already been established by ordinance), and requiring that newly annexed territory accepts its equitable share of the City's bonded indebtedness.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Comprehensive Plan policies A-8 through A-17 call for the City to support annexation of designated potential annexation areas.
- **Required:**
RCW 35A.14.120 requires the City Council to act on the Notice of Intent within 60 days of receiving it.
- **Council Request:**
N/A
- **Other Key Facts:**

The Notice of Intent is the first step to proceed with the annexation of this area.

If the Annexation proposal is accepted by the City Council, the following steps must be followed to annex the territory:

- A petition is circulated among area property owners.
- Proponents file a legally sufficient petition signed by owners representing at least 60 percent of the assessed value of the annexation area for which annexation is petitioned.
- Petition is transmitted to the county assessor for a determination of sufficiency.
- The King County Boundary Review Board reviews annexation proposal.
- City Council holds a public hearing on the annexation petition.
- Upon approval, census is taken and submitted to the Washington State Office of Financial Management and all appropriate agencies and departments are notified.

OUTCOMES:

Accepting the Notice of Intent allows the annexation to go forward to the petition phase. It does not commit the City Council to annex the territory proposed when a sufficient petition is presented to it.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

If the City Council accepts the Notice of Intent, the proponents will begin outreach to those who could sign the annexation petition. Timeline is dependent on the proponents.

- **Outreach Methods and Results:**

Annexation proponents will choose specific outreach methods, but historically these have included one-on-one and small-group meetings. The City supports annexation outreach by providing factual information for those considering whether to support the annexation.

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

Staff time to process the annexation is budgeted in the Community and Economic Development offer, which has a total value of \$4,616,401.

Approved in current biennial budget:

☒ **Yes**

☐ **No**

☐ **N/A**

Budget Offer Number:

0000040

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 |
|------|---------------------------------|------------------|
| | No prior meeting on this topic. | |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 9/5/2023 | Business Meeting | Approve |

Time Constraints:

According to state law, Council must set a date within 60 days after the filing of the Notice of Intent to determine if the Council will allow annexation proceedings to begin. The Notice of Intent was received on July 19, 2023. Staff proposes to bring this to the Council meeting on September 5, 2023, which is within the 60-day timeframe.

ANTICIPATED RESULT IF NOT APPROVED:

If the City Council rejects the Notice of Intent, the annexation will not move forward. The initiating parties have no right of appeal. The property owners maintain the right to file another petition at any time.

ATTACHMENTS:

Attachment A: Letter of Notice of Intent to Commence Annexation

Attachment B: Pre-Annexation Zoning for the Rose Hill 97th street NE Potential Annexation Area

Attachment C: City of Redmond Potential Annexation Areas Map

July 18, 2023

VIA E-Mail

The Redmond City Council
c/o Orda Cardenas
P.O. Box 97010
Redmond, WA 98073-9710
ocardenas@redmond.gov

**Re: NOTICE OF INTENTION TO COMMENCE ANNEXATION - NE 97TH
STREET (Rose Hill)**

Dear City Council:

The undersigned, Gerald K. Hirschler, acting through our law firm as his counsel, is the property owner of not less than ten percent (10%) in assessed value of the proposed area to be annexed, according to the King County Assessor's current records.

The proposed area to be annexed is referred to in the City of Redmond's Existing Conditions Report as NE 97th Street (Rose Hill), where it has been identified as one of four remaining Potential Annexation Areas, consisting of approximately 13.5 acres. Our client, Mr. Hirschler, owns approximately 12 of those acres, consisting of eight of the thirteen tax parcels, which represent approximately 53% of the assessed value of the proposed area to be annexed, which is depicted on the City's Potential Annexation Areas map attached as Exhibit A.

We respectfully request that the City Council set a date within 60 days after the filing of this request to meet with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed for the area to be annexed as provided for in RCW 35A.14.330 and 35A.14.340; and
3. Whether the City Council will require the assumption of all or of any portion of existing city indebtedness by the area to be annexed.

July 18, 2023

Page 2

Applicant's Signature and authorization to communicate directly with the undersigned counsel:

A handwritten signature in black ink, appearing to read "Gerald Hirschler", written over a horizontal line.

Gerald Hirschler, individually,
and as Trustee of the Gerald K. Hirschler Living Trust
under Declaration of Trust dated November 12, 1991

Very truly yours,

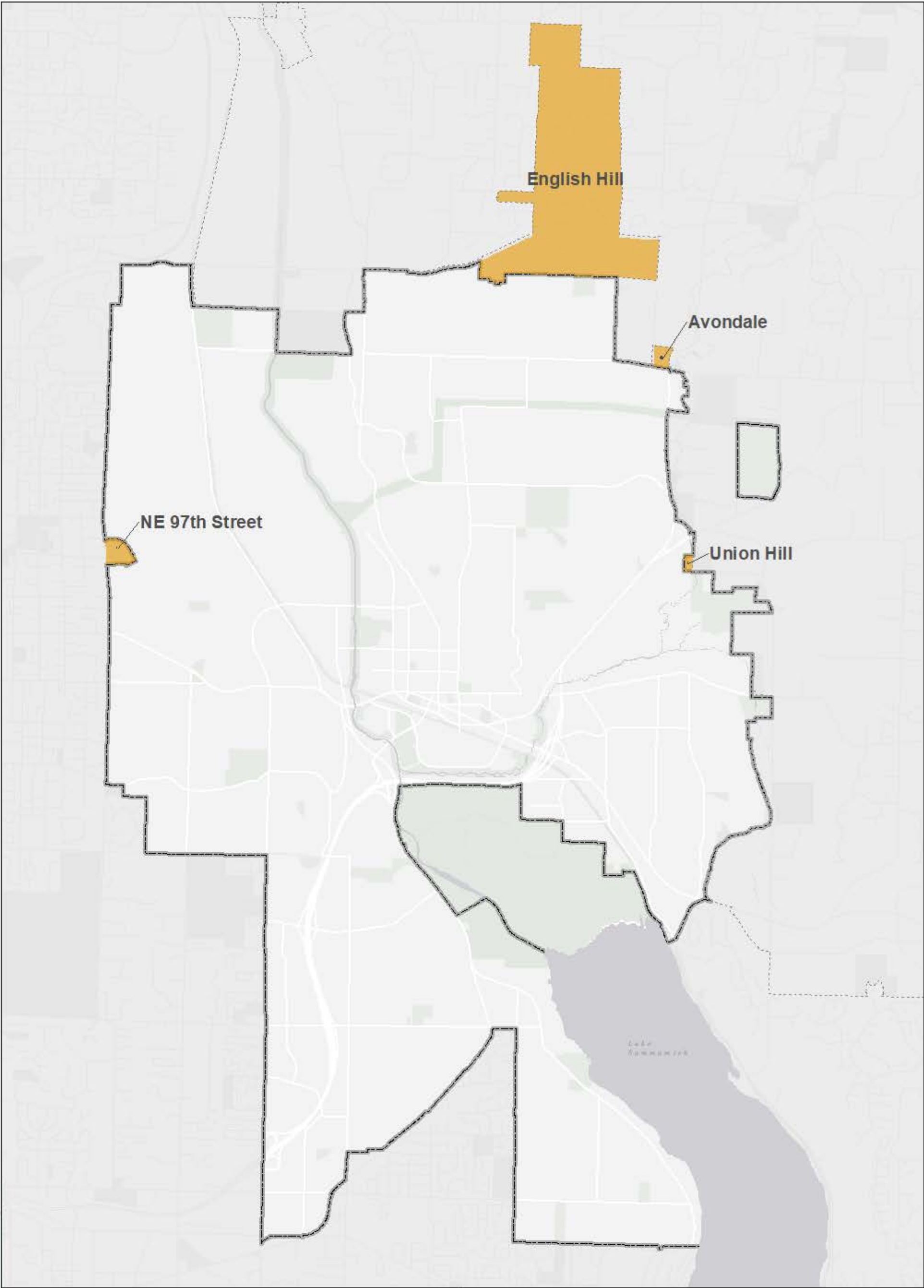
STOKES LAWRENCE, P.S.

A handwritten signature in blue ink, appearing to read "Eric W. Robinson", written in a cursive style.

Eric W. Robinson




Attachment: Exhibit A - Map of Potential Annexation Areas

Exhibit A



Potential Annexation Areas
City of Redmond, Washington



-  Potential Annexation
-  City Limit
-  UGA

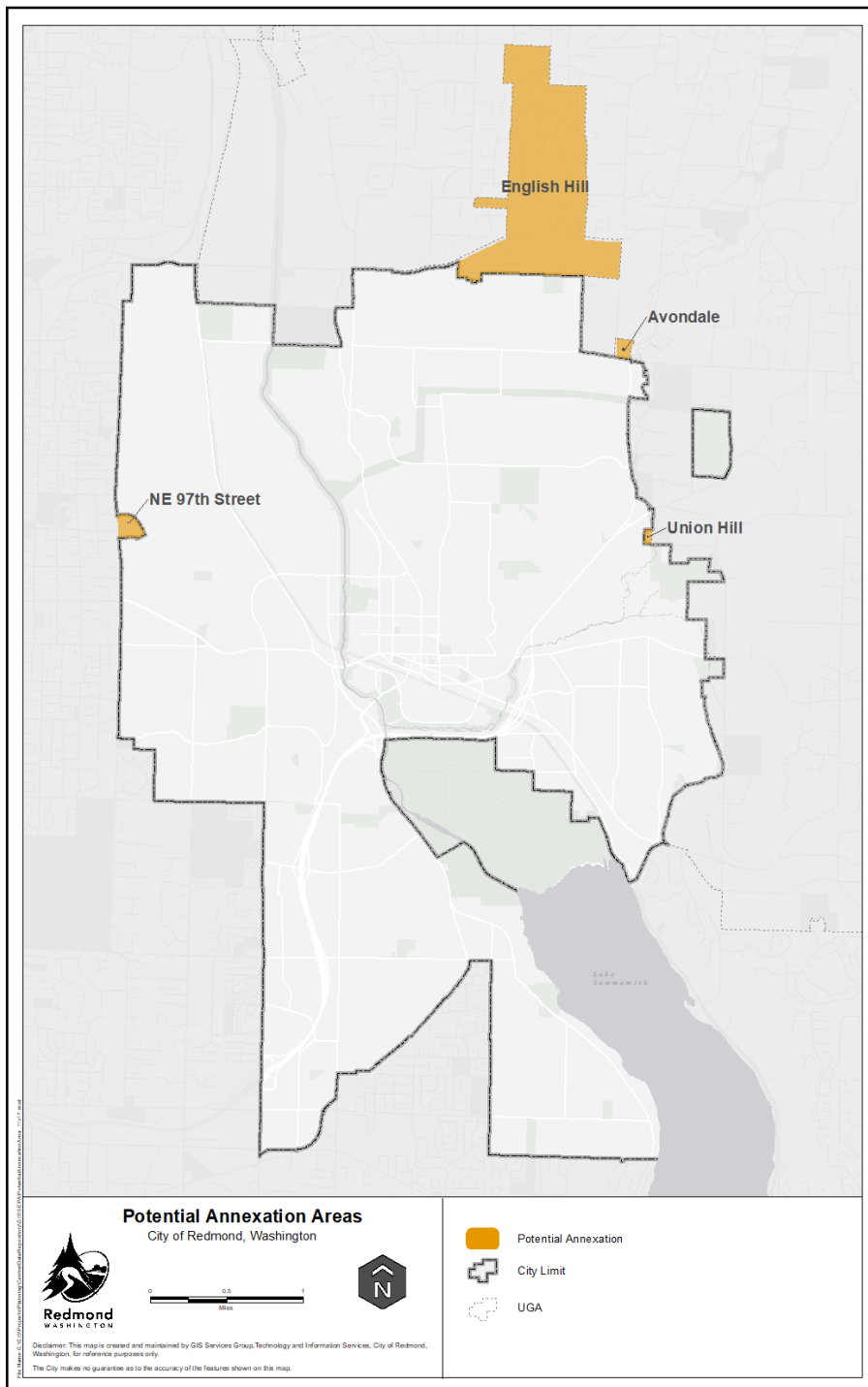
Disclaimer: This map is created and maintained by GIS Services Group, Technology and Information Services, City of Redmond, Washington, for reference purposes only.
The City makes no guarantee as to the accuracy of the features shown on this map.

Pre annexation zoning for the Rose Hill 97th Street NE Potential Annexation Area



Exhibit C

Map of Potential Annexation Areas





Memorandum

Date: 8/2/2023

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

File No. CM 23-391

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|--------------|------------|----------------|
| Public Works | Aaron Bert | (425) 556-2768 |
|--------------|------------|----------------|

DEPARTMENT STAFF:

| | | |
|--------------|------------------------------|--------------------------------|
| Public Works | Anne-marie Marshally Dody | Deputy Director |
| Public Works | Aaron Moldver | Environmental Programs Manager |
| Public Works | Tally Greulich | Program Administrator |

TITLE:

Acceptance of the 2023-2025 Pollution Prevention Assistance Interagency Agreement

OVERVIEW STATEMENT:

The City has applied for and negotiated the attached two-year Interagency Agreement with the Department of Ecology (ECY) for \$300,824.00 to fully fund an Pollution Prevention Assistance (PPA) Specialist as part of the Pollution Prevention Assistance Partnership. Acceptance of this Interagency agreement will fully fund a existing program administrator position within Public Works. This position is included in the current budget but is contingent upon receiving funding from Ecology.

☐ **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

- **Required:**

- **Council Request:**
N/A

- **Other Key Facts:**

The City has partnered with the Department of Ecology (ECY) since 2011 to fund a full-time position within PW. The partnership has provided the City with over 1.4 million dollars to provide outreach to businesses on hazardous materials handling. ECY started the Local Source Control Partnership (now PPA) in 2007. This State

funding enables jurisdictions to hire PPA Specialists to provide one-on-one technical assistance to small businesses to properly manage their hazardous waste and evaluate options for safer chemicals. This approach saves money for small businesses while protecting the State's urban water quality. During the 2021-2023 biennium, City staff achieved the following metrics due to contract adoption-

- Completed over 300 total business visits
- Provided 20 free pollution prevention tools (secondary containment, catch basin inserts, spill kits, and drum cover lids)
- Issued and resolved over 75 environmental issues
- Assisted businesses in moving more than 1,300 gallons of hazardous materials to proper storage
- Requested businesses remove and properly dispose of over 360 gallons of hazardous materials

OUTCOMES:

The agreement provides full funding for a program administrator in Public Works through June 30th, 2025, allowing staff to provide one-on-one technical assistance to the business community. The PPA program provides secondary containment and spill kits, which are then given to Redmond businesses. These tools help prevent chemicals from reaching our Critical Aquifer Recharge Area and stormwater system. An additional component of this agreement is the product replacement of toxic chemicals that businesses use. PPA provides reimbursement money to companies that switch to a safer alternative.

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:

100% funded through the PPA Interagency Agreement

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

Budget Offer Number:

0000002

Budget Priority:

Ground & Surface Water Management

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

If yes, explain:

N/A

Funding source(s):

100% funded by the PPA Interagency Agreement through the Department of Ecology.

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 |
|----------|------------------|------------------|
| 9/5/2023 | Business Meeting | Approve |

Time Constraints:

The Interagency Agreement needs to be signed and returned to Ecology by the end of the first billing cycle (September 20th, 2023)

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the City will lose funding for a program administrator position.

ATTACHMENTS:

Attachment A Pollution Prevention Assistance 2023-2025 Interagency Agreement



IAA No. C2400020

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

City of Redmond

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “**ECOLOGY**,” and the City of Redmond hereinafter referred to as the “**CONTRACTOR**,” pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act.

THE PURPOSE OF THIS AGREEMENT is for the **CONTRACTOR** to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership (formerly known as the Local Source Control (LSC) Partnership).

WHEREAS, **ECOLOGY** has legal authority (RCW 70A.214 and RCW 70A.300) and the **CONTRACTOR** has legal authority Redmond Municipal Code (RMC) 13.07.112 (Source Control Program) and RMC 13.07.130 (Inspections) 13.06.090 (Inspection requirements) 13.06.100 (Inspection authority) provide legal authority to conduct business visits that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

The **CONTRACTOR** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work*, and Appendix B, *Budget Detail*, attached hereto and incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2023**, and be completed by **June 30, 2025**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

Compensation for this agreement will be release in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2024, Ecology will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second-year funding the CONTRACTOR, by June 30, 2024, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress or funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. ECOLOGY will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is **Model Toxics Control Operating Account (23P), Model Toxics Capital Account (23N)**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed Three hundred one thousand, eight hundred twenty-four dollars and zero cents (\$301,824.00), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

Travel expenses (meals, lodging, and mileage) will be reimbursed according to current state rates at the time of travel, not to exceed the budget (see Appendix B, *Budget Detail*).

Purchase of source control tools or equipment (e.g., spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be listed in *Goods and Services budget* or *Equipment budget* in Appendix B. Any purchases of equipment or good and services over \$1,000.00 not specifically listed in Appendix B must be pre-approved by ECOLOGY. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at ECOLOGY's sole discretion.

Indirect rates will be paid as indicated in Appendix B, *Budget Detail*. Changes to the indirect rate may be considered by ECOLOGY. CONTRACTOR shall provide supporting documentation necessitating the change to ECOLOGY. ECOLOGY's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix B. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B may be adjusted between categories with ECOLOGY's preapproval, and if the total budget is not exceeded.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice shall bill for actual hours worked during the quarter. The actual hours billed may be higher (if the total budget compensation award is not exceeded) or lower than the FTE estimate in Appendix A, *Statement of Work*. Attach supporting documentation to the invoice. See Appendix A, *Statement of Work*, Sections IV, V and X for additional information (and Section XI, Small Change Voucher Program if applicable).

Send invoices to:

State of Washington
Department of Ecology
Hazardous Waste & Toxics Reduction Program
Attn: Andrew Maher
4601 N. MONROE ST.
SPOKANE, WA 99205

OR

Electronically submit invoices to:
Andrew Maher at anma461@ecy.wa.gov AND
Kristine Ray at kray461@ecy.wa.gov

Payment requests will be submitted on a Quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, *Statement of Work*, Section X, Table 8. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR 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](#). For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5. ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7. ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8. CONFORMANCE

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. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10. FUNDING AVAILABILITY

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 completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and 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 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 CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11. GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2400020.
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17. 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18. SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved, there will be additional CONTRACTOR and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether subcontractor is certified with OMWBE, WA Veterans, or is a WA small business. Provide such information to ECOLOGY's Agreement manager.

19. SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. 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.

22. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

23. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:

Name: Andrew Maher
Address: 4601 N. Monroe Street
Spokane, WA 99205
Phone: (509) 290-7806 cell
Email: anma461@ecy.wa.gov

The City of Redmond Representative is:

Name: Tally Greulich
Address: 15670 NE 85th Street
Redmond, WA 98032
Phone: (425) 556-2888
Email: tgreulich@redmond.gov
Fax: (425) 556-2820

24. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

State of Washington
Department of Ecology

By:

Signature Date

Heather R. Bartlett

Print Name

Deputy Director

Title

City of Redmond

By:

Signature Date

Kelley Cochran

Print Name

Interim Finance Director

Title

APPENDIX A

STATEMENT OF WORK

Section I. Introduction

This Statement of Work is for the 2023 – 2025 biennial Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership, which is overseen by the Washington State Department of Ecology (ECOLOGY), Hazardous Waste & Toxic Reduction Program.

The mission of the Pollution Prevention Assistance (PPA) Partnership is:

“We protect Washington’s residents and environment by helping small businesses reduce toxic chemical use, safely manage dangerous waste, and keep stormwater free of pollutants.”

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to businesses that are small quantity generators (SQGs) of dangerous waste. In this context an SQG is any business, non-profit, facility, school, or other organization that generates less than 220 pounds of dangerous waste per calendar month and less than 2.2 pounds of extremely hazardous waste per calendar month. The site visits, along with other pollution prevention activities conducted by the CONTRACTOR, will be designed to reduce or eliminate dangerous waste and other pollutants at the source through best management practices that prevent spills and discharges to ground, air, and water (especially to industrial wastewater and stormwater).

To further facilitate the reduction or elimination of toxic chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer alternatives. This program will be known as the “Product Replacement Program” or PRP.

| PPA work is expected to fall within these general proportions: | |
|---|-----|
| Technical Assistance (TA) Visits (Approximately 10 – 15% of TA Visits may involve PRP) (See Section III) | 70% |
| Unique Program Elements (See Section II) | 15% |
| Training (See Section VIII) | 10% |
| Other (admin, staff meetings, etc.) | 5% |

The CONTRACTOR is expected to:

- Interact with other partners within the PPA Partnership to provide technical assistance and training and share resources and experiences.
- Set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board.
- Ensure at least one staff member is available to provide timely information and feedback to ECOLOGY’s PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.

- Act in a professional and ethical manner and shall avoid any conflict of interest that might influence the CONTRACTOR's actions or judgement.
- Disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this Agreement.

Key staff, estimated FTE, and their roles are identified in Table 1. Please note, this is an estimate of time dedicated to this contract over the full two years of the contract; quarterly invoicing must reflect actual hours worked even if hours are higher or lower than the FTE estimate.

Table 1: Key Staff

| Staff Name | Estimated FTE | Role |
|----------------|---------------|--|
| Tally Greulich | 1.0 | Contract Management / Billing / PPA Specialist |
| Ken Waldo | 0.0 | PPA Specialist |

Section II. Unique Program Elements

The CONTRACTOR will conduct the unique program elements for their PPA program as outlined in Table 2, below.

Table 2: Unique Program Elements

| Unique Program Element | Description | Deliverable(s) |
|--|--|---|
| New Specialist Training Discussion Panel | Participate in up to 12 panel discussions hosted by Ecology to help train new specialists. Ecology will host the discussion panels. | <ul style="list-style-type: none"> • Answer questions from new specialists; Share your experience and tips for success. • Participate in 90% of the scheduled discussion panels. |
| Mentoring | Provide guidance to new specialists (outside your jurisdiction) to ensure all checklist areas are covered and issues are addressed in a professional and timely manner. | <ul style="list-style-type: none"> • Mentor all assigned new PPA specialists, outside your jurisdiction, up to 5. |
| Product Replacement Program (PRP) Advisory Committee | Participate on the advisory committee working with Ecology to select and begin work on the next product / chemical combination for replacement under the PRP. PPA Specialists will review materials and advise Ecology | <ul style="list-style-type: none"> • Actively participate in 90% of scheduled committee meetings. • Review PRP Advisory Committee outreach materials and processes within given due dates. • Provide feedback and insight into how PRP programs will best integrate with other PPA work. |

| Unique Program Element | Description | Deliverable(s) |
|------------------------|--|--|
| | on implementation of various PRP projects. | <ul style="list-style-type: none"> • Serve as a point of contact for PPA specialists on PRP projects. • Promote the PRP and encourage / support PPA specialists' implementation of replacement programs. |

Section III. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, combined Initial Visits and Follow-Up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed “Basic Checklist” (or enough data gathered to complete data entry into the LSC Database). It will either be the first complete visit to a site OR the first visit in two (2) or more years.
- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, **OR** you were interrupted during the visit and were unable to gather complete data, **OR** you discover that the facility does not exist anymore **OR** you discover that the business does not qualify for a visit under the PPA program (e.g., it is a medium or large quantity generator).
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However, a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-Up Visits must be conducted to resolve High Priority Environmental Issues (See Section Below).

Table 3: Total Number of Technical Assistance Visits

| | |
|---|------------|
| Number of Total Visits | 340 |
| Target for Initial Visits (60% of Total) | 204 |

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2023 – 2025 technical assistance visits are listed in Table 4.

ECOLOGY may direct a portion of technical assistance visits towards specific priority sources or contaminants.

Table 4: Technical Assistance Targets

| Technical Assistance Targets | Rationale for Selection |
|------------------------------|-------------------------|
|------------------------------|-------------------------|

| | |
|--|---|
| Automotive maintenance and repair | The City has many auto repair shops, and PPA staff plans to implement the degreaser PRP program for parts washers and brake cleaners. |
| Businesses located within the Critical Aquifer Recharge Area | Businesses inside the CARA are assigned risk based on business activities and stormwater management practices. High-risk sites are visited annually, and medium-risk sites receive visits biannually. |
| Locally owned multicultural small businesses | Smaller mom-and-pop businesses have been hit hardest by the pandemic. Redmond staff will provide technical assistance to these businesses, provide free resources, and inform them of the City's business assistance program. |

High Priority Environmental Issues

The below list is ECOLOGY's High Priority Environmental Issues list because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-Up Visits is justified but not necessarily required. The severity of the issue will help determine if a Follow-Up Visit is necessary. A Follow-Up Visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR.

When unable to resolve High Priority Environmental Issues, the Pollution Prevention Specialists will refer the issue to ECOLOGY or another appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether the issue needs to be referred.

High Priority Environmental Issues List:

- Hazardous waste being improperly designated.
- Hazardous waste being improperly disposed.
- Hazardous products / wastes being improperly stored.
- Compromised dangerous waste containers need to be repaired or replaced.
- Illegal plumbing connection.
- Illicit discharge of wastewater to storm drain.
- Improperly stored containerized materials.
- Improperly stored non-containerized materials.
- Leaks and spills in dangerous waste storage areas.

Visit Guidance

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

Prior to the Visit:

- Coordinate with other entities that may be conducting business visits in the area to reduce potential "inspection fatigue".
- Check with ECOLOGY Urban Waters Staff (where applicable) to ensure that the business is not currently being visited by Urban Waters Staff.

- Research site and issues prior to the visit using a combination of data sources such as LSC Database for previous visits or visit to similar businesses, industry resources, news articles, etc.
- To the extent possible, verify the site is not a medium or large quantity generator.
- Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site to help guide the visit.

During the Visit:

- Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
- Ensure, at a minimum, all items on the Basic Checklist are reviewed.
- If while at the site, it becomes apparent the business is a medium or large quantity generator, either complete the visit and count it as a screening visit, OR formally refer the dangerous waste portion to ECOLOGY to count it as a full initial visit.
 - This site should not be scheduled for future visits, unless it is likely their generator status has changed to qualify as an SQG.
- If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program, EnviroCertified, or other green business programs.
- If a Product Replacement Program (PRP) opportunity exists for the business, discuss the opportunity, terms and conditions, and steps to qualify as outlined in Appendix A, *Statement of Work*, Section V, Product Replacement Program.
- Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally, ECOLOGY will provide spill kits through a bulk order if funding is available.
- Photograph observed issues for before and after photos to use in writing up case studies.
- Activities that may be beneficial during the visit include, but are not limited to:
 - Walking the site (interior and exterior).
 - Checking storm drains.
 - Checking for illicit connections.
 - Checking dumpster and waste storage.
 - Providing handouts with technical information and guidance.
 - Ensuring necessary permits are in place.

End of Visit / After Visit:

- Provide written follow-up to the business to document the results of the visit. This can be done by leaving a copy of the checklist or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Education & Outreach Documents on PPA Partnership SharePoint), or by sending follow-up letters/emails, or alternatively by sending a “thank you” postcard if no issues were identified.
- If necessary, coordinate with other agencies (e.g., the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the information you are providing is consistent with the other agency’s regulations and/or best management practices.
- PPA Specialists will make referrals to ECOLOGY as needed and report results.

Section IV: Partnership Branding and Outreach

When unique outreach or education materials are developed by the CONTRACOTR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the CONTRACTOR must utilize the Partnership’s branding tools and templates available to produce these

materials. The intent of this requirement is to facilitate a unified branding image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint site.

It may be appropriate to include funding acknowledgement on some outreach materials. The CONTRACTOR will consult with ECOLOGY's PPA Partnership Coordinator to determine whether funding acknowledgement is required.

Finalized materials which may be useful to other Partnership contractors should be provided for upload to the Education & Outreach Document Library on the PPA Partnership SharePoint Site.

Each CONTRACTOR must maintain a PPA webpage which meets the minimum requirements. See PPA Partnership SharePoint site for requirements (Link in Appendix A, *Statement of Work* section XII Resources).

Section V: Product Replacement Program (PRP)

The Product Replacement Program (PRP) is designed to eliminate Persistent, Bio-accumulative, Toxic (PBT) chemicals from use in commerce. The PRP removes and replaces PBT chemicals present in products, processes, or technologies to help prevent toxics from entering the environment. One of the best and most effective ways to prevent further environmental contamination, protect water quality, and reduce human health risk, is to eliminate these toxic chemicals at the sources. The PRP assists businesses with switching to safer alternatives.

PPA contractors are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer alternatives.

The CONTRACTOR will assist ECOLOGY with the following programs:

- Replacement of dry-cleaning technology that uses perchloroethylene by visiting dry cleaners, discussing the program, assisting with required paperwork, and completing the final visit after new machine installations. Guidelines for this program are outlines in separate documents and posted on the PPA Partnership SharePoint.
- Degreasers in parts washing systems in the automotive repair sector by visiting automotive repair facilities, discussing the program, assisting with required paperwork, and completing the final visit after new machine installation. Guidelines for this program are outlines in separate documents and posted on the PPA Partnership SharePoint.
- Promoting proper management and recycling of mercury containing thermostats through the national program Thermostat-Recycle.Org

Additional takeback and replacement programs ECOLOGY is exploring for addition to the PRP include, but are not limited to:

- BPA Thermal receipts replacement program to replace thermal receipts which contain BPA.
- Flame retardants in foam and equipment at gymnasiums, play centers, and recreations facilities.
- PCB containing light ballasts in public schools.
- Public School Laboratory Clean-Outs
- PFAS-containing firefighting foam takeback program. Currently ECOLOGY is working directly with fire departments, but this program may be expanded to businesses with PFAS-containing fire suppression systems.

ECOLOGY, in collaboration with the PPA Partnership, will develop procedures and criteria, which must be met for a business to receive reimbursement for any of the chemicals or products included in the PRP. PRP payments for reimbursement to the business will come directly from ECOLOGY and are not included with the CONTRACTOR's funding compensation associated with this contract.

The PRP reimbursement payment will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. To facilitate these payments, the CONTRACTOR must assist ECOLOGY in maintaining records indicating how the business qualified for the PRP reimbursement per the PRP program's eligibility criteria. Eligibility criteria will be developed by ECOLOGY and the Product Replacement Program Committee for each type of reimbursement offered.

The CONTRACTOR will provide technical assistance to the businesses to help ensure the business qualifies for a PRP reimbursement payment from ECOLOGY by completing the following steps, unless otherwise specified in guidelines developed specific to an individual reimbursement. Specific requirements for individual reimbursement programs will be maintained on the PPA Partnership SharePoint site.

- CONTRACTOR conducts technical assistance visit and provides business with recommendations to reduce or eliminate a qualifying chemical or product. These recommendations must be recorded in the LSC Database.
- CONTRACTOR must communicate to the businesses that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
- CONTRACTOR assists businesses as needed with paperwork required to apply for reimbursement, including a state payee registration form.
- Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the PRP reimbursement.
- Business submits receipts for the product or equipment purchase and installation to ECOLOGY's PRP Coordinator. This submittal may be facilitated through the CONTRACTOR's representative for some PRP projects.
- CONTRACTORS may be requested by ECOLOGY to verify through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met.

For information about an optional voucher program that the CONTRACTOR can provide directly to a business, see Appendix A, *Statement of Work*, Section XI, Small Change Voucher Program.

Section VI: Timeline

Table 5: Timeline

| Time Period | Goal for # of Site Visits | Unique Program Element Activities | Technical Assistance Target Activities |
|----------------------------------|---|--|--|
| July 1, 2023 – December 31, 2023 | 85, 40 Initial, 37 Follow-Up, 9 Screening | PRP Advisory Committee / New Specialist Training | Automotive maintenance and repair / Businesses located within the CARA / Locally |

| | | | |
|----------------------------------|---|---|--|
| | | Discussion Panel / Mentoring | owned multicultural small businesses |
| January 1, 2024 – June 30, 2024 | 85, 40 Initial, 36 Follow-Up, 9 Screening | PRP Advisory Committee / New Specialist Training Discussion Panel / Mentoring | Automotive maintenance and repair / Businesses located within the CARA / Locally owned multicultural small businesses |
| July 1, 2024 – December 31, 2024 | 85, 40 Initial, 36 Follow-Up, 9 Screening | PRP Advisory Committee / New Specialist Training Discussion Panel / Mentoring | Automotive maintenance and repair / Businesses located within the CARA / Business sector or geographic area focus activities |
| January 1, 2025 – June 30, 2025 | 85, 40 Initial, 36 Follow-Up, 9 Screening | PRP Advisory Committee / New Specialist Training Discussion Panel / Mentoring | Automotive maintenance and repair / Businesses located within the CARA / Business sector or geographic area focus activities |

Section VII: Local Source Control (LSC) Database

Information gathered during technical assistance site visits by the CONTRACTOR must include all the elements that are listed in the most up to date PPA Basic Checklist (check PPA Partnership SharePoint site for details) and be entered into ECOLOGY's LSC database. The following guidance applies to all technical assistance visits, unless otherwise discussed with ECOLOGY:

- Collect enough information to complete all the applicable fields in ECOLOGY's LSC database and enter it into the database **within 15 workdays** of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database **within 15 workdays** of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum, all elements on the most recent version of ECOLOGY's PPA Basic Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
 - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.
 - CONTRACTOR may substitute use of their own version(s) of the checklist(s) if it contains all elements of ECOLOGY's PPA Basic Checklist and has been reviewed and approved by ECOLOGY.
- Refer to the LSC database instructions posted in the database interface or contact ECOLOGY PPA Staff for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

Section VIII: Training

ECOLOGY expects that the CONTRACTOR will provide basic training to the Pollution Prevention Assistance Specialists on topics relevant to their position. ECOLOGY will provide additional training to ensure that CONTRACTOR's staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership.

ECOLOGY staff and experienced PPA Specialists will provide a variety of training support to new PPA staff. ECOLOGY will provide new hires a “welcome email” within the first two weeks of work as a PPA Specialist. This email will provide instructions for accessing the PPA Partnership SharePoint, LSC Database, and guidance on resources and training. All Specialists are expected to create an “alert” for the PPA Partnership SharePoint Discussion Board to receive email alerts at least once per week when topics are posted.

Table 7 below contains a tentative training schedule for monthly webinars and the twice annual All-Staff meetings; ECOLOGY will communicate the final schedule to the CONTACTOR.

New PPA Specialist Training & SharePoint Resources

New PPA specialist training is provided in the form of self-paced online modules available through ECOLOGY’s Partnership SharePoint site, web-based new specialist discussion panels, and mentoring. The web-based new specialist discussion panels will be planned and conducted by ECOLOGY staff and include new specialists and experienced PPA specialists who can offer suggestions and feedback to new specialists. The discussion panels are scheduled for the second Thursday of every other month from 10:30 to 12:00. On occasion these meetings will need to be rescheduled to accommodate panelists or new specialists who cannot make the originally scheduled date. ECOLOGY staff will provide as much notice as possible when these panels are rescheduled.

Table 6: New Specialist Discussion Panel Schedule

| 2023 | 2024 | 2025 |
|--|-------------------|-------------------|
| August 10, 2023 | February 8, 2024 | February 13, 2025 |
| October 12, 2023 | April 11, 2024 | April 10, 2025 |
| December 14, 2023 | June 13, 2024 | May 8, 2025 |
| | August 8, 2024 | June 12, 2025 |
| | October 10, 2024 | |
| | December 12, 2024 | |
| Attendance Requirement: All new specialists who have not yet attended six (6) discussion panels are required to attend. Panelists are required to attend all discussion panels. | | |

Field Mentoring & Shadow Workday

The CONTRACTOR will provide training to their new staff to ensure they can perform field work. In addition, ECOLOGY will assign two experienced PPA Specialists as mentors to provide field training and support to a new hire. If available, one mentor will be from the CONTRACTOR’s organization and the other mentor from another PPA contractor (partner) jurisdiction in as close a geography as possible. Mentors will be assigned within two weeks of notifying ECOLOGY of new staff hires.

Field mentoring will involve a series of accompanied field visits designed by the mentor and ECOLOGY staff to support the needs of the new hire. When the mentor and new hire determine they are ready, an ECOLOGY staff person will accompany the new hire on a few technical assistance visits in their

jurisdiction on a shadow workday, to ensure that they are providing accurate information on proper waste management, spill prevention, storm water pollution prevention, and toxics reduction opportunities. See New Specialist Training Plan (link in Appendix A, *Statement of Work* section XII Resources) for additional details on mentoring and training resources provided to new specialists.

All-Staff Training for all PPA Specialists

All-Staff Trainings will be planned and conducted by teams of PPA Specialists from two or three PPA Partners, who have signed up to plan these trainings as a unique program element. When appropriate, these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters.

Training topics at All-Staff Trainings are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Typically, these trainings are held the second Wednesday in September/October and March/April. The in-person trainings are typically scheduled to run between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed (see state travel rules). ECOLOGY must pre-approve overnight travel if it is being charged to the PPA partner budget.

When trainings are held virtually online, the training will typically be scheduled for 8:30 a.m. to 12:00 p.m. across two days, usually a Tuesday and Wednesday.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA Specialist per jurisdiction to attend the All-Staff Training. This person is responsible for disseminating information back to the PPA Specialists from that jurisdiction. Managers are welcome to attend the All-Staff Trainings but are not required to attend.

Generally, training substitutions are not allowed for the All-Staff Training, however, exceptions may apply. Ecology staff must approve non-emergency absences or training substitutions at least two weeks prior to the training.

Monthly Webinar Trainings

ECOLOGY conducts monthly webinar trainings during most of the months of the year. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA Partners. ECOLOGY will also ask PPA Partners to present on case studies.

These meetings are one and a half hour (1.5 hours) sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to eight (8) webinars will be scheduled each year. See Table 7 for the tentative training schedule.

Attendance Requirement: Each PPA Specialist must attend at least six (6) of the eight (8) Webinars each year.

Other trainings, relevant to PPA Specialists’ work, may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by the PPA Coordinator at least two weeks in advance of the Webinar that will be missed by the Specialist.

Table 7: Tentative Training Schedule (Subject to Change)

| Date | Training Type | Date | Training Type |
|---|----------------------|--------------------|----------------------|
| July 2023 | No Training | July 2024 | No Training |
| August 9, 2023 | Webinar | August 14, 2024 | Webinar |
| September 13, 2023 | Webinar or All-Staff | September 11, 2024 | Webinar or All-Staff |
| October 11, 2023 | Webinar or All-Staff | October 9, 2024 | Webinar or All-Staff |
| November 8, 2023 | Webinar | November 13, 2024 | Webinar |
| December 13, 2023 | Webinar | December 11, 2024 | Webinar |
| January 10, 2024 | Webinar | January 8, 2025 | Webinar |
| February 14, 2024 | Webinar | February 12, 2025 | Webinar |
| March 13, 2024 | Webinar or All-Staff | March 12, 2025 | Webinar or All-Staff |
| April 10, 2024 | Webinar or All-Staff | April 9, 2025 | Webinar or All-Staff |
| May 8, 2024 | Webinar | May 14, 2025 | Webinar |
| June 12, 2024 | Webinar | June 11, 2025 | Webinar |
| Attendance Requirement: Each PPA Specialist must attend at least six (6) of the eight (8) scheduled Webinars each year. PPA Specialists must attend both All-Staff Trainings unless prior approval has been obtained from the PPA Coordinator. | | | |

Section IX: Reporting and Contract Changes

Quarterly Progress Reports

A brief progress report shall be submitted quarterly with each invoice (See Schedule in Section X, Table 8, *Invoicing Schedule*). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on unique program elements, and any other information regarding contract performance that should be brought to ECOLOGY’s attention. The Quarterly Progress Report should **ONLY** include the status of the work conducted during the quarter and **NOT** include a roll-up of progress to-date since it serves as backup documentation for the expenses included in the quarterly invoicing. See Appendix A, *Statement of Work*, Section X, Invoicing.

Annual Reports

Annual Reports are used to briefly summarize contract status to-date including; number of site visits performed, unique program element activities conducted, Technical Assistance target activities conducted, lessons learned, and budget status. Annual reports shall be provided to ECOLOGY by **July 31, 2024, and July 31, 2025**. The report shall include two to three “case studies” of a business or organization that

benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if possible. The second-year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint. ECOLOGY will request, with advanced notice, that PPA CONTRACTORS provide presentations on their case studies at Webinars and/or All-Staff Trainings.

Contract Changes

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within **10 businesses days**.

- Key personnel changes (staff or manager leaving, new hires, etc.). Changes to key personnel must be documented with updated copies of the key staff table.
- Initiation of, or changes to, a subcontract. See Section 18 of the Interagency Agreement for specific information that is required regarding subcontractors.

Section X: Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4). In addition, the following information is provided:

- See also Appendix A, *Statement of Work*, Section V.
- The Invoice Voucher (form A19-1A) must have a wet signature or scanned, if submitted electronically. An electronic signature is also allowed for electronic submittals. If submitting a scanned or electronic copy, the CONTRACTOR will retain the original signed A19-1A in CONTRACTOR's records, per record retention requirements.
- Supporting documentation may be submitted via email.
- Each invoice shall only bill for actual hours worked during the quarter, which may be higher or lower than the FTE estimate in Appendix A, *Statement of Work*, Section 1, Table 1 – Key Staff Table.
- Quarterly invoicing will follow the schedule in Table 8.

Table 8: Invoicing Schedule

| Quarter in Contract Cycle | Months in Quarter | Invoice Due Date |
|---------------------------|----------------------------------|-------------------|
| 1 | July, August, September 2023 | November 10, 2023 |
| 2 | October, November, December 2023 | February 9, 2024 |
| 3 | January, February, March 2024 | May 10, 2024 |
| 4 | April, May, June 2024 | July 31, 2024* |
| 5 | July, August, September 2024 | November 8, 2024 |
| 6 | October, November, December 2024 | February 7, 2024 |
| 7 | January, February, March 2025 | May 9, 2025 |
| 8 | April, May, June 2025 | July 31, 2025* |

* - Earlier due date during these quarters due to end of fiscal year requirements.

Section XI: Small Change Voucher Program

The CONTRACTOR will offer businesses vouchers for the cost of pollution prevention equipment or other recommendations, in accordance with the procedures developed for this voucher program. Payments will be made directly by the CONTRACTOR to the business. Examples of qualifying equipment or costs include but are not limited to; secondary containment, drum covers, drum funnels with lids, infrastructure changes, substitution of less toxic products, and catch basin cleaning. The CONTRACTOR must maintain records for each of their voucher reimbursement payments, and ensure a business is limited to one voucher per calendar year. Each voucher payment will be capped at \$500.00 or less. These reimbursements will come from the Small Change Voucher Program budget category (see Appendix B). Documentation of voucher payments will be submitted to ECOLOGY with the quarterly invoicing (See Section X).

The CONTRACTOR will follow the procedures approved by ECOLOGY and housed on the PPA Partnership SharePoint.

Section XII: Resources

The following are link to resources to materials referenced in this contract. Links and resources listed are subject to change.

- PPA Partnership SharePoint:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/SitePages/Home.aspx>
- LSC Database: <http://ecyaphwtr/lsc/Search.aspx>
- Invoice Voucher A19-1A:
<https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- Partnership Report Templates:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Templates/Forms/AllItems.aspx>
- Checklists & Tip Sheets:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Checklist%20%20Tip%20Sheets/Forms/AllItems.aspx>
- New Specialist Training Plan:
https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/guestaccess.aspx?guestaccess token=sKGMtCuahLyLqRg3DVAAtFJUEFUmri%2f47wAGdA%2bVUOdY%3d&docid=2_1d683e4662c1b424896349a0e1ead4150&rev=1
- New Specialist Training modules:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/New%20Specialist%20Training/Forms/By%20Training%20Type.aspx>
- Travel Per Diem Rates:
 - Rate Tables - <https://ofm.wa.gov/accounting/administrative-accounting-resources/travel/diem-rate-tables>
 - Rate Map - <https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

APPENDIX B BUDGET DETAIL

See Section # 3, *Compensation* and Section # 4, *Billing and Payment Procedures*, for additional instructions.

| Category | | Amount |
|--------------------------------------|-----------------|---------------------|
| Salaries | | \$228, 121.67 |
| Benefits | | \$66,187.33 |
| Goods & Services (see Table A Below) | | \$4,515.00 |
| Equipment (see Table B Below) | | \$1,000.00 |
| Travel / Training | | \$ 2,000.00 |
| Subtotal Direct Costs | | \$301,824.00 |
| Indirect Costs* | Rate (%) | No Indirect Charged |
| | Indirect Amount | \$0.00 |
| Total Award | | \$301,824.00 |

- * ☐ Applied to Salaries & Benefits, OR
☐ Applied to All Categories Except Small Change Voucher Program

Table A: Goods & Services

| Goods & Services over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement. | Estimated Cost |
|--|----------------|
| NPDESPro Licensing Fee – 2024 | \$1,734.10 |
| NPDESPro Licensing Fee – 2025 | \$1,820.80 |

Table B: Equipment

| Equipment over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement. | Estimated Cost |
|---|----------------|
| Secondary Containment / Spill Kit Purchases - 2025 | \$1,000 |
| | |

APPENDIX C

SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
 - a) 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 CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) 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.
 - d) 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.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "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.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) 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.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in [The System for Award Management](#) and print a copy of completed searches to document proof of compliance.
-



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/2/2023

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

File No. CM 23-408

Type: Committee Memo

NACTO Report



Memorandum

Date: 8/2/2023

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

File No. CM 23-385

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|-----------|---------------------------------------|--------------|
| Executive | Malisa Files, Chief Operating Officer | 425-556-2166 |
|-----------|---------------------------------------|--------------|

DEPARTMENT STAFF:

| | | |
|-----------|--------------|---------------------|
| Executive | Jan Harrison | DEI Program Advisor |
|-----------|--------------|---------------------|

TITLE:

DEI Internal and External Assessments Overview

OVERVIEW STATEMENT:

Per council's feedback on June 20, 2023, this report contains an informational update on the 2022 DEI Listening Session Summary Report and the Diversity, Equity, and Inclusion External Assessment.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Strategic Plan
- **Required:**
N/A
- **Council Request:**
Council requested update on DEI Internal and External Assessment conducted by Chanin Kelly-Rae Consulting LLC.
- **Other Key Facts:**
N/A

OUTCOMES:

At the June 20, 2023, Public Safety and Human Services Committee of the Whole, Council requested monthly DEI updates along with additional information concerning the DEI Internal Listening Session Summary Report as well as the DEI External Assessment. Attachment A contains the presentation assessment presented released in April 2022. Items

of note in the Assessment include:

- The sample size was small with 43 participants
- Conclusions by staff included appreciation of the City as an employer, concern with heavy workloads, experiencing positive work experiences, but some feelings of isolation and feeling under threat (see page 6 of Attachment A).
- Employee vision of DEI included an integrated strategy, dedicated resources for successes, transparent goals and actions and partnerships with the Community, to name a few. Other ideas can be found on Slide 8 of Attachment A.
- Recommendations included but are not limited to assessing current culture and regular monitoring of staff sentiment, clear professional progression for staff roles and clear communication by Mayor and Directors of strategic vision (see page 9 of Attachment A for more information).

The DEI External Assessment is contained in Attachment B. Observations of note include:

- 108 total participants
- Ensuring infrastructure is accessible for everyone
- More public involvement in decisions
- Addressing Human Service needs and communicating with non-profit organizations
- More education about how government works
- Connecting community organizations with demographic leaders
- Providing liaison and problem-solving services to underrepresented groups
- Equitable and diverse hiring, retention and promotion

Staff continues to use this data to inform the DEI five-year strategic plan. Because the number of participants was small, other work is being done to gather more information both internally through the City's work with R.E.D.I and externally through building relationships with organizations throughout the City.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:

0000024

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 |
|-----------|---|------------------|
| 6/20/2023 | Committee of the Whole - Public Safety and Human Services | N/A |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|--|---------------------|
| 8/2/2023 | Committee of the Whole - Planning and Public Works | Receive Information |

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: 2022 DEI Listening Session Summary Report
Attachment B: Diversity, Equity, and Inclusion External Assessment

DEI LISTENING SESSION SUMMARY REPORT

City of Redmond

April 2022



CONTENTS



Background &
Objectives



Assessment
Design



Executive
Summary



Detailed
Findings



Employee
Vision of DEI



Consultant
Recommendations

BACKGROUND AND OBJECTIVES

Based on results of the recent City of Redmond Organizational Equity Needs Assessment Staff Survey conducted by Chanin Kelly-Rae Consulting LLC, the City of Redmond has identified insights reporting a lower level of engagement in several areas of the workforce and would like to gain deeper insights regarding drivers for these specific lower engagement levels. Several specific gap areas emerged, including having a voice, psychological safety, diverse representation, Senior Leadership's commitment to staff and workplace culture, opportunity for growth, and fair treatment. The City of Redmond is undertaking Listening Session research in order to texturize these findings and gain a broader understanding of DEI experiences and expectations among city staff, with the intention of utilizing findings to strengthen and refine DEI strategy for the City of Redmond.

Topics to be discussed included:

- Understanding current employee perceptions and attitudes around diversity, equity and inclusion and how they are currently reflected within the City of Redmond workplace
- Uncovering perceived gaps and barriers to supporting a diverse workforce and an inclusive and equitable workplace culture
- Identifying key strengths and opportunities to highlight and leverage in DEI strategy
- Ideating around preferred future experience and potential steps to achieve future state

ASSESSMENT DESIGN

Scope

Four (4) 90-minute Listening Sessions, 3-16 participants each (39 participants total); Four (4) individual staff interviews* 30 to 60-minute sessions

Timing

February - March 2022

Location

All groups conducted via video-conferencing

Recruitment

All employees of the City of Redmond were invited to participate. No people with direct reporting relationships in the same group. Random recruitment.

PLEASE NOTE

Qualitative research is conducted among a portion of the total employee population. Research objectives include gaining new and/or deeper employee insights and perspectives through less structured, in-dept discussion in Listening Sessions.

Due to the nature of this type of research, it should be noted that all findings are directional only, and not definitive nor projectable.

Findings cannot be used to size issues or opportunities. Terms such as some, many and a few are used to indicate emphasis, but should not be interpreted in a concrete, quantitative sense.

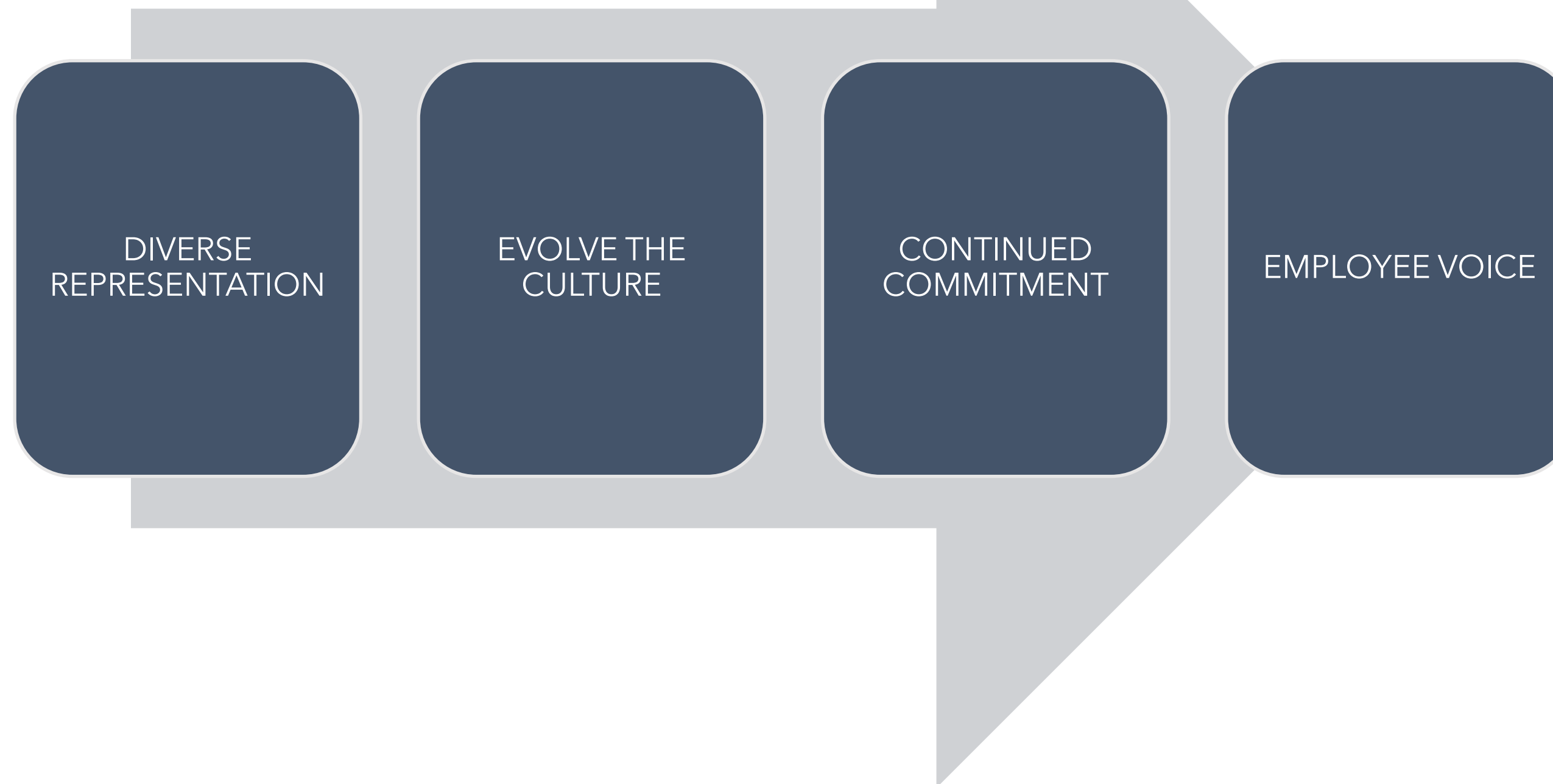
This report includes themes which emerged across groups and individuals, and those which were expressed by more than a few participants. Quotes are provided throughout the report and reflect individual perceptions but are not intended to be representative of the staff as a whole.

These findings as reported herein are a representative sample of the many experiences, insights, and perceptions shared during the Listening Session process.

SUMMARY

- Overall, these City of Redmond employees are very appreciative of the City as an employer. They value the opportunity to create a positive impact for the community, the relationships that they share with their colleagues and immediate supervisors, reasonable pay and benefits, and potential to change the culture of the city government and community that they treasure.
- Many staff expressed a strong sense of individual purpose and department level satisfaction with the services they provide the community.
- Currently, primary pain points are around heavy workloads and burnout. There is also frustration around the inconsistent approach to leadership and mission, the City of Redmond's deeply ingrained culture of fear, and lack of transparency.
- Employees primarily embrace DEI principles and are anxious to see actionable strategies and functional tools put into place at the City of Redmond.
- Many are having very positive daily work experiences at the City of Redmond with supportive managers and colleagues.
- There is frustration around inconsistent messaging and engagement from the Mayor and City Council: no unifying message of direction, lack of alignment between the 2 bodies of leadership, failure to include staff feedback regarding impacts of decision-making, development, and budget impacts. There are perceived biases, favoritism and inequalities.
- Many feel that the Human Resources Department does only the bare minimum in service to the City of Redmond workforce, and that their actions are only those for which they are legally obligated to fulfill.
- Some participants expressed that they feel bullied, isolated, and under constant threat. The high turnover rate is seen as the result of this particular aspect of the City of Redmond workplace culture
- Many staff feel that they are under constant threat in the weeks leading up to, during, and immediately following budget considerations.

EMPLOYEE DEI RECOMMENDATIONS



EMPLOYEE VISION OF DEI AT THE CITY OF REDMOND

- Foundational, integrated DEI strategy, incorporated at all levels of the City of Redmond both internal and external facing policies, processes, and programs.
- DEI principles both modeled and championed by the City of Redmond Mayor and City Council
- Goals, accountability, and metrics
- Dedicated resources for success – financing and allocation of time
- Expanded diversity across staff, particularly in Leadership roles
- Voices heard across all levels, and communication from staff to the Mayor, Director's Team, and the City Council
- Culture of psychological safety that allows staff to share opinions, experiences, and insights without fear of negative personal or professional consequence
- Clear, and consistent communications strategy
- Transparency of goals and actions between City of Redmond and the community
- Partnership with community that reflects diverse perspectives that are also reflected in internal policies, processes, and programs.
- Promote from within the City of Redmond and create opportunities for people to participate in training and development opportunities; currently, everyone works with such heavy loads that no one is ever afforded time to develop.
- Active listening to concerns and showing us that our voice matters and is considered.
- Ensure that respect and equality are reflected in all workforce rules, particularly with remote work as not everyone has access to this model of workplace presence/participation.

CONSULTANT EARLY RECOMMENDATIONS

- The City of Redmond must develop mechanisms that allow for city staff to share experiences, ideas, and insights with the City Council as *they are considered part of those that live, work, and play in the city*.
- The City should assess their current culture and regularly monitor staff sentiment relative to workplace culture.
- Annual Workplace Culture Survey insights should help inform internal DEI strategy.
- City of Redmond staff, Directors Team, and City Council members should receive regular diversity, equity, inclusion, and belonging (DEIB) training to occur annually, so that everyone has the tools required to advance DEI in their daily work.
- The City should allocate adequate resources to fully staff government, as the strong perception that operations is in a perpetual crisis mode impacts organizational effectiveness, staff morale, and retention rates.
- The Mayor's Office must communicate more clearly the City of Redmond's Vision for Success, and Roadmap of Goals and Metrics to accomplish ALL objectives, especially DEI goals.
- Staff should be encouraged to communicate across City Departments and engage in actions that promote comradery and increased internal engagement to build a more inclusive workplace culture.
- The Mayor's Office and Redmond Directors must more regularly communicate strategic goals and strategic actions with staff.
- Human Resources should be seen as a value-add in their engagement with staff, intentional engagement efforts should be identified that will result in *better internal customer service* for staff.
- Managers and Leaders must collaborate with staff to identify ways to recognize, celebrate, and honor individual and collective successes.
- All staff should clearly understand the professional progression pathways for their role.
- Employees must see a system with built-in goals, metrics, and accountability in all areas of operations. The City of Redmond should explore tying these goals into Directors Team performance appraisals.
- Transparency around requirements for increases and promotions
- Leadership roles should be filled with people who possess both technical skill, and leadership ability/experience. Leadership Development should be a required training program for People Leaders.





Thank you!



Diversity, Equity, and Inclusion External Assessment

November 2022

Chanin Kelly-Rae, Chanin Kelly-Rae Consulting LLC



Redmond
WASHINGTON

Agenda

- Summary
- Milestones
- Redmond DEI Community Questionnaire
- Community Listening Sessions
- Recommendations



“

Diversity, Equity, and Inclusion

A Redmond in which all residents can **fully and effectively access** city services, **influence city policy and direction**, and feel a **sense of belonging and safety**.

”

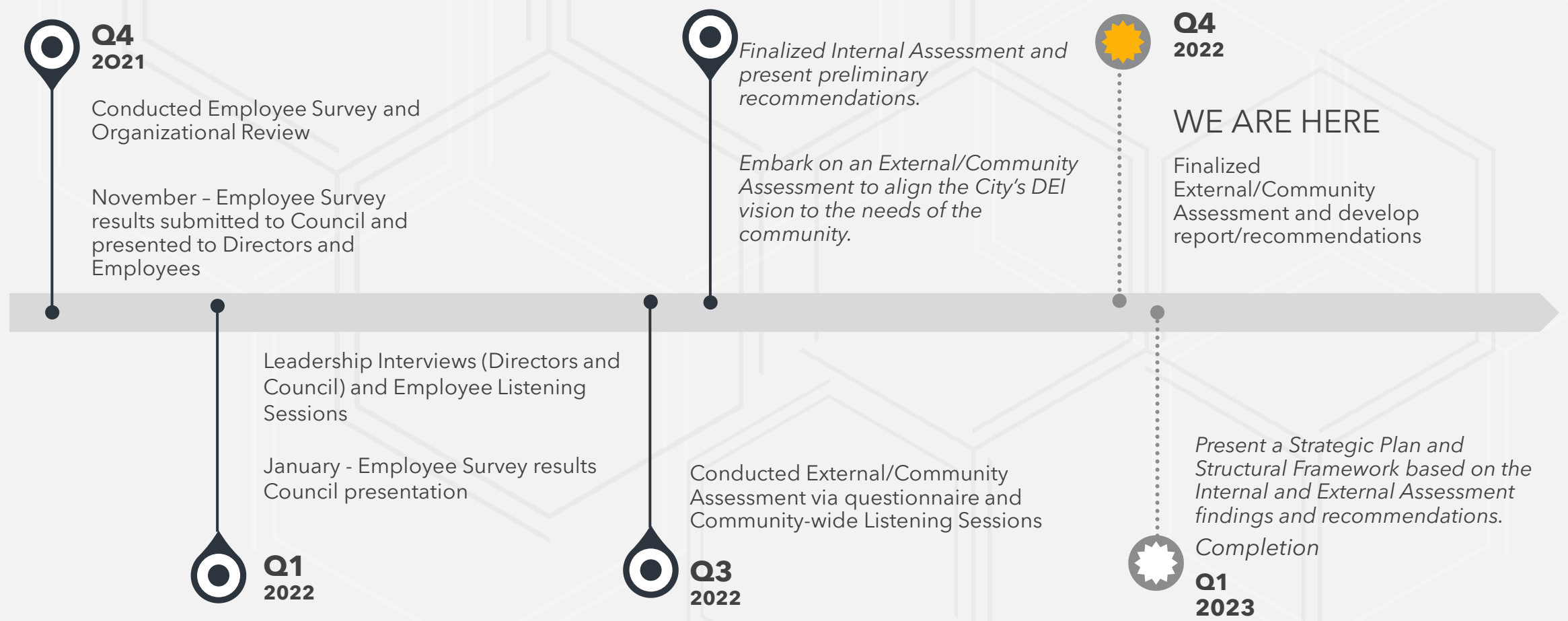
Summary

The External/Organizational Assessment provides the foundation and framing for continued data collection and analysis to produce a City of Redmond Diversity, Equity, and Inclusion Roadmap inclusive of community participation.

The goal is to better understand and identify insights from the public, and measures that will close the Equity Gap experience by City of Redmond community members.



Milestones



Community Questionnaire Design

Mode

Self-Administered Online

Administration

July 1 – September 30, 2022

Demographic Breaks

1. Connection to City of Redmond
2. Years in Redmond
3. Redmond Neighborhood
4. Dwelling type
5. Age
6. Gender
7. Race
8. Ethnicity: Asian Diaspora, Hispanic Diaspora
9. Place of Birth (US or Foreign Born)
10. Household Income
11. Home language
12. Disability Status

Responses: 108

Community Questionnaire - analysis framework

Community Engagement

Definition: The level of connection community feels toward the organization and the work that they do.

- Impacts nearly every aspect of the community.
- It measures connection, perception, and lived experience to the City of Redmond community.

Impact:

- Increased sense of ownership and investment in initiatives and projects by the community.
- Positive relationships and understanding between community members, organizations or individuals.
- Identification and addressing of specific needs and concerns of the community.
- More effective and efficient use of community resources.
- Building of the capacity of the community to address issues as individuals and a collective group.
- Increased participation in decision making and policy formulation.
- Improved communication, transparency and accountability for the community's benefit.
- Improved access to both public and private services and resources in the City of Redmond.
- Empowerment of community members

Community Questionnaire Structure

Closed Ended Items

38 closed-ended items, measured using a 5-point agreement scale where 5=Strongly agree, 4=Agree, 3=Neither agree nor disagree, 2=Disagree, 1=Strongly disagree

Open Ended Items

2 open-ended comment question:

- What do you think is the most important issue impacting the racial and ethnic climate here in Redmond?
- What else would you like to tell us about diversity, equity, inclusion, and belonging in the City of Redmond?

Coding Items

14 demographic coding items including:

Relationship to Redmond, Years in City, Neighborhood of residence, Race, Ethnicity, Dwelling type, Age, Gender Identity, Sexual Identity/Sexual Orientation, Disabled, Military Veteran, Income, Native/Foreign Born, Home Language,

Participation & Results

Completed Questionnaires

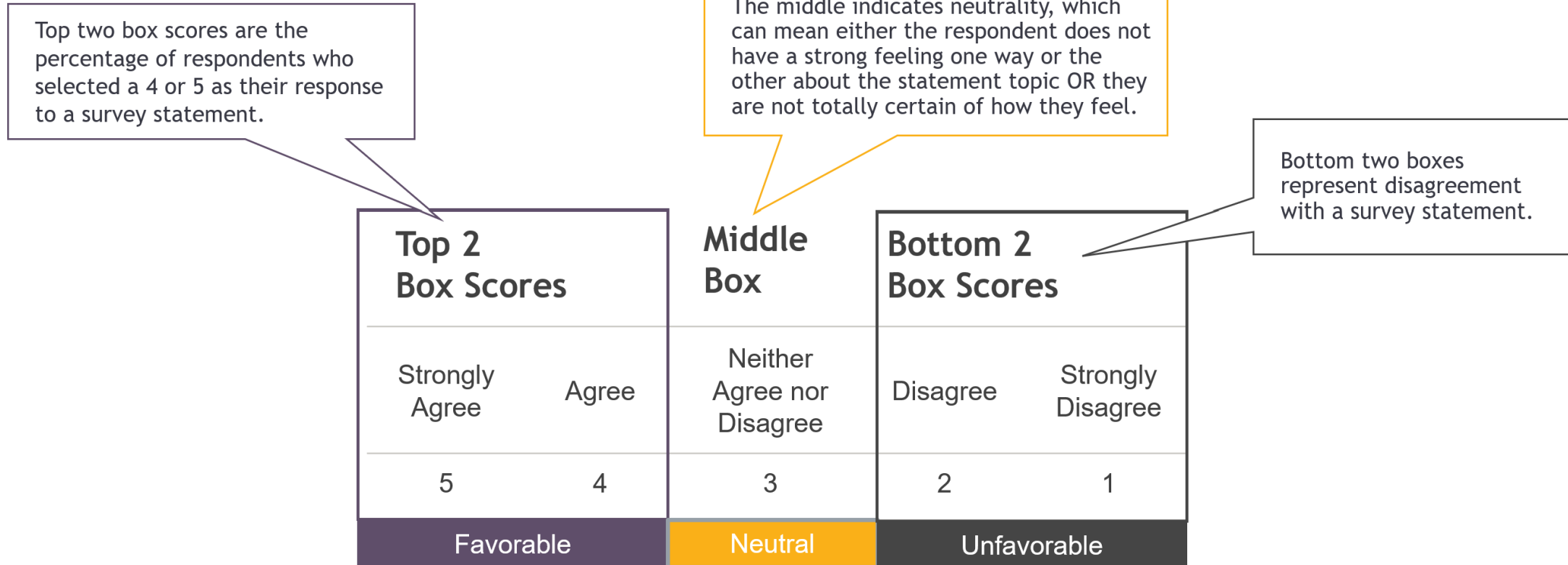
108

47%

- **Relationship with the City of Redmond**
 - Live in Redmond.....80 (74.77%)
 - Work in Redmond.....51 (47.66%)
 - Attend School in Redmond.....3 (2.80%)
 - Own/Operate Business in Redmond8 (7.48%)
 - Shop, Dine or Socialize in Redmond68 (63.55%)
- **Gender**
 - Male.....19 (19.19%)
 - Female.....67 (67.68%)
 - Non-Binary/Non-Conforming.....6 (6.06%)
 - Prefer not to respond.....7 (7.07%)
- **Race/Ethnicity**
 - American Indian or Alaskan Native.....0 (0.00%)
 - Asian or Asian American.....13 (13.27%)
 - Black or African American.....3 (03.06%)
 - Hispanic or Latinx.....11 (11.22%)
 - White or Caucasian.....63 (64.29%)
 - Native Hawaiian or Pacific Islander.....0 (0.00%)
 - Two or more races.....5 (5.10%)
 - Prefer not to answer.....0 (0.00%)
 - Does not apply.....0 (0.00%)
 - Not Listed (please specify).....3 (3.06%)

ANALYTICAL EXPLANATION

A 5-point agreement scale is used for most survey statements.



DRIVER ANALYSIS EXPLANATION

- Inclusion Drivers are identified by running a correlation analysis to determine which DEI survey questions have the strongest relationship to Chanin Kelly-Rae Consulting's Inclusion Index.
- Results can be interpreted as the DEI behaviors and actions that matter **most** to your specific community population and therefore **drive** their feelings of inclusion, making your inclusion drivers unique to your organization.
- The top 7 inclusion drivers are provided from the analysis to help guide your organizational **priorities** when building the broader DEI strategy.

These initiatives have higher levels of agreement among respondents, indicating that they are seen as positive drivers for DEI efforts in the City of Redmond. However, it's important to keep in mind that these are just a few of the many DEI initiatives that could be prioritized, and the ranking may vary depending on the specific needs and priorities of the City of Redmond and its residents.

TOP 7 DRIVERS OF INCLUSION for the CITY OF REDMOND

1. Ensuring physical infrastructure (sidewalks, streets, parks, trails and amenities) are accessible to everyone, regardless of mobility issues, differing abilities, or economic status (93.41% agreement)
2. More public involvement in decisions about land use, zoning and affordable housing strategy (85.55% agreement)
3. Addressing human services needs and communicating more with non-profit organizations (82.61% agreement)
4. More education for community members about how government works, how and when they can weigh in on decisions, how policies are made, etc. (82.45% agreement)
5. Connecting community organizations and demographic leaders to support their community building efforts (81.52% agreement)
6. Providing liaison and problem-solving services to underrepresented and historically marginalized groups and community members so they can better access city services (78.26% agreement)
7. Equitable and diverse hiring, retention and promotion practices for City of Redmond employees (77.42% agreement)

KEY DEMOGRAPHIC INSIGHTS

1. Sentiment for "unknown" demographics tended to be more negative than positive.
2. About 58% of survey respondents were non-minorities
 - When reviewing sentiment scores, there was a good variation; however, Asians tended to show more negative sentiments than other minorities.
3. 62% of respondents were female ("8 were considered "Unknown")
 - This demographic had more negative sentiments when compared to Non-Binary which was roughly the same count of respondents.
4. 30% of respondents made \$200,000 or more in annual income.
5. The median age group was 55 and older.
6. Community Sentiment was moderate to strong across most demographic sub-factor areas. Those individuals that chose not to identify by race, age, or gender tended to have the most negative sentiments in each category.
7. A small percentage of respondents that self-identified as male had very strong negative sentiments related to DEI commitment and DEI engagement.
8. Overall, the vast majority of respondents to the questionnaire had positive sentiment feelings related to DEI commitment, DEI engagement, DEI accountability, and DEI diverse representation.

TOP 3 DRIVER STATEMENTS - PRIORITY

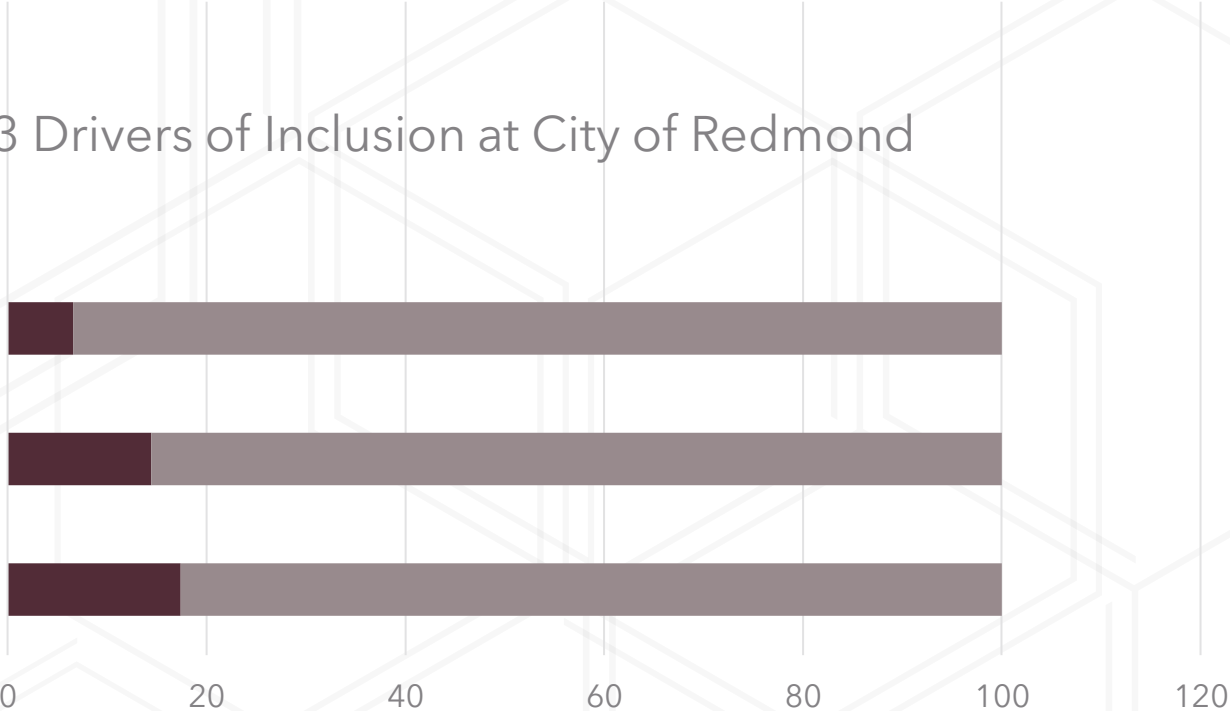
These statements represent the Top 3 Drivers of Inclusion at City of Redmond

Ensuring physical infrastructure (sidewalks, streets, parks, trails and amenities) are accessible to everyone, regardless of mobility issues, differing abilities, or economic status 93.41%

More public involvement in decisions about land use, zoning and affordable housing strategy 85.55%

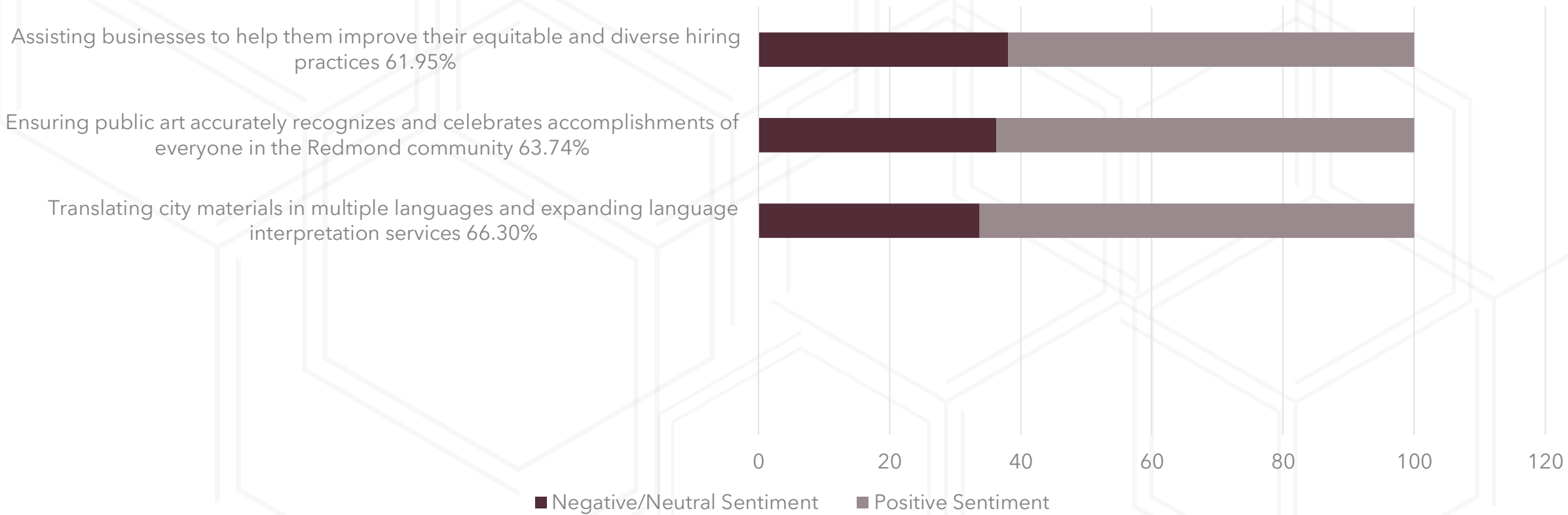
Addressing human services needs and communicating more with non-profit organizations 82.61%

■ Negative/Neutral Sentiment ■ Positive Sentiment



BOTTOM 3 DRIVER STATEMENTS - PRIORITY

These statements represent the Lowest 3 Drivers of Inclusion at City of Redmond



REDMOND COMMUNITY QUESTIONNAIRE FACTOR ANALYSIS KEY

***Small base sizes, use caution when reviewing**



$X \geq +10$ percentage points



+5-9 percentage points



-4 to +4 percentage points



-5-9 percentage points



$X \leq -10$ percentage points

This Redmond Community Questionnaire key is an important tool for understanding the results of our findings.

By dividing the results into these five categories, we can gain a better understanding of the level of satisfaction and dissatisfaction in our community.

$X \geq 10$: Very satisfied (highest level of satisfaction)

$5 \leq X \leq 9$: Satisfied (some areas for improvement)

$-9 \leq X \leq -5$: Dissatisfied (not to a significant extent)

$X \leq -10$: Very dissatisfied (highest level of dissatisfaction)

$-4 \leq X \leq 4$: Neutral (neither satisfied nor dissatisfied)

FACTOR ANALYSIS COMPARISON - INCOME

| | Overall | Household Income: Less than 25K | Household Income: 25k to 50K | Household Income: 50k to 75K | Household Income: 75K to 100K | Household Income: 100K to 150K | Household Income: 200K or More | Household Income: 150K to 200K |
|------------------------|---------|---------------------------------|------------------------------|------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Responses | | 6 | 4 | 8 | 10 | 18 | 13 | 32 |
| Accountability | | 12 | 15 | 4 | 13 | 6 | -2 | 4 |
| Commitment | | 19 | 29 | 6 | 15 | 4 | 3 | -1 |
| Engagement | | 15 | 30 | 3 | 19 | 3 | 0 | 1 |
| Diverse Representation | | 17 | 3 | 10 | 16 | 4 | 0 | 2 |



-4 to +4 percentage points



X ≥ +10 percentage points



+5-9 percentage points



-5-9 percentage points



X ≤ -10 percentage points

*Small base sizes, use caution when reviewing

FACTOR ANALYSIS COMPARISON - RACE

| | Overall Average #Responses | White or Caucasian | Hispanic/Latinx | Asian | Black or African American | Not Listed/ Unknown | Two or More Races |
|---------------------------|-------------------------------|--------------------|-----------------|-------|------------------------------|------------------------|-------------------|
| Responses | | 63 | 11 | 13 | 3 | 11 | 6 |
| Accountability | 96 | 3 | 14 | 4 | 6 | -40 | 8 |
| Commitment | 93 | 0 | 22 | 6 | 9 | -42 | 21 |
| Engagement | 92 | 2 | 20 | -3 | 9 | -38 | 15 |
| Diverse Representation | 91 | 2 | 21 | 1 | 9 | -36 | 0 |

 -4 to +4 percentage points  X ≥ +10 percentage points  +5-9 percentage points  -5-9 percentage points  X ≤ -10 percentage points

*Small base sizes, use caution when reviewing

FACTOR ANALYSIS COMPARISON - GENDER & AGE

| | Overall Average #Responses | Female | Male | Non-Binary | Unknown/ Prefer Not to Respond | Age: 20 to 35 | Age: 35 to 44 | Age: 45 to 54 | Age: 55 to 64 | Age: 65 and older | Age: Unknown |
|---------------------------|----------------------------------|--------|------|------------|--------------------------------------|------------------|------------------|------------------|------------------|----------------------|-----------------|
| Responses | | 67 | 19 | 6 | 15 | 13 | 23 | 27 | 18 | 18 | 8 |
| Accountability | 96 | 6 | -4 | 18 | -30 | 17 | 1 | -1 | 8 | 7 | -62 |
| Commitment | 93 | 8 | -14 | 24 | -28 | 19 | 6 | 1 | 8 | -1 | -65 |
| Engagement | 92 | 8 | -14 | 23 | -28 | 19 | 5 | -2 | 12 | -4 | -59 |
| Diverse Representation | 91 | 6 | -9 | 21 | -24 | 9 | 6 | -1 | 13 | 0 | -57 |

 -4 to +4 percentage points  $X \geq +10$ percentage points  +5-9 percentage points  -5-9 percentage points  $X \leq -10$ percentage points

*Small base sizes, use caution when reviewing

OPEN ENDED QUESTION:

What do you think is the most important issue impacting the racial and ethnic climate here in Redmond?

TOP 5 DRIVERS OF INCLUSION

1. Cost of living and affordability, with a growing population of individuals struggling to make ends meet.
2. Bias enforcement by the police and the need for more sensitivity training for law enforcement.
3. Inadequate support for marginalized groups, including the homeless, low-income residents, senior citizens, and individuals with disabilities.
4. Lack of representation and diversity in city leadership and decision-making processes.
5. Need for more programs, services, and opportunities for people of diverse backgrounds, including language and cultural heritage, LGBTQ+ community, and neurodiverse children.

BEST PRACTICES RECOMMENDATIONS

Address economic diversity by providing a social safety net and affordable housing options for vulnerable populations.

Increase DEI training and education for all City leaders, including police and extend participation to school district leaders.

Foster a culture of inclusiveness through cultural events and activities.

Ensure access to mental well-being, community activities, and transportation for senior citizens, and those lacking resources to fully participate.

Implement DEI initiatives with an intersectional lens and make sure all policies and practices are both inclusive and anti-ableist.

Recommendations from Community Members

- Addressing instances of racism more proactively.
- Investing in a social safety net for individuals in need.
- Making the city more affordable for those who are struggling.
- Prioritizing DEI efforts and including everyone in the process.
- Providing more low-to-moderate cost housing.
- Compensating minority community members participating in outreach sessions.
- Providing DEI training for city leaders and police.
- Providing gender-neutral restrooms.
- Creating a sense of community where everyone belongs and feels valued.
- Fostering a culture rooted in welcoming people of all diverse backgrounds.

Recommendations from Community Members

- Providing more accommodations for neurodiverse children.
- Ensuring DEI is approached with an intersectional lens.
- Creating a more inclusive community.
- Providing a place for different people to mingle, such as a summer concert in a downtown park or an indoor market hall.
- Increasing awareness of diverse cultures and languages in city publications.
- Improving access to mental well-being, community activities, and transportation for senior citizens.
- Providing more translation and interpretation services.
- Hiring and recruiting BIPOC persons and BIPOC-led organizations.
- Making public policies and goals in terms of equity.
- Making room for a variety of activities to facilitate inclusion.



OPEN ENDED QUESTION:

What else would you like to tell us about diversity, equity, inclusion, and belonging in the City of Redmond?

TOP 5 DRIVERS OF INCLUSION

1. Cost of living and affordability, with a growing population of individuals struggling to make ends meet.
2. Bias enforcement by the police and the need for more sensitivity training for law enforcement.
3. Inadequate support for marginalized groups, including the homeless, low-income residents, senior citizens, and individuals with disabilities.
4. Lack of representation and diversity in city leadership and decision-making processes.
5. Need for more programs, services, and opportunities for people of diverse backgrounds, including language and cultural heritage, LGBTQ+ community, and neurodiverse children.

BEST PRACTICES RECOMMENDATIONS

Increase accessibility and affordability of low to moderate cost housing: Community members have expressed a need for more affordable and low-income housing options to address the growing population of individuals living on the margins.

Address systemic racism: Community members have raised concerns about systemic racism and its impact on decision-making in the city. The City should work to address this issue through sensitivity trainings and education.

Increase support for marginalized communities: There is a need for the City of Redmond to provide more support to marginalized communities, including the LGBTQ+ community, BIPOC persons, and individuals with disabilities. This can be achieved through hiring and recruitment of BIPOC persons, offering sensitivity training for police, and increasing language and interpretation services.

Increase awareness of diverse cultures and language heritage: The City can increase awareness of diverse cultures and language heritage through city publications and events that celebrate different cultures and traditions.

Provide education and involvement opportunities for all residents: Community members have expressed a desire for increased education and involvement opportunities for all residents, regardless of race, sexual orientation, or political preferences. The City can achieve this by offering classes on moral courage, creating a system navigator service, and promoting a sense of community where everyone belongs.

Recommendations by Community Members

- Affordable Housing: Encouraging the construction of more affordable housing and reducing zoning restrictions to increase the supply of housing.
- Community Outreach and Social Connections: Fostering social connections between diverse groups and promoting community outreach to increase understanding and remove biases.
- Education About Systemic Racism: Providing education on systemic racism and how diverse communities can access services and opportunities.
- Equality in Treatment: Treating everyone equally without giving special treatment to any particular group.
- Affordable Rent: Making rent more affordable, especially for middle-class and lower-middle-class individuals.

Recommendations by Community Members

- Community Spaces: Providing more community spaces for all residents to engage in problem-solving strategies.
- Diverse City Staff: Hiring a more diverse city staff and allowing people of color to volunteer for boards, commissions, and committees.
- Translation of Materials and Events: Making sure all materials and events are accessible to people who speak different languages.
- Legalizing Housing: Legalizing housing everywhere within the city limits to increase the supply of housing.
- Reduced Setback Requirements: Reducing setback requirements to increase the supply of housing.

Community Listening Sessions - Structure, analysis framework, and participation

Design

Timeframe

- July - September 2022

Listening Session Registrants (39 total)

- Four (4) 90-minute sessions

Location

- Video conferencing (ZOOM)

Outreach and Recruitment Strategy

- Phone calls, emails, social media, City of Redmond mailers, City of Redmond newsletters, and collaborative community communication (Redmond stakeholders' advertisement through their communication channels)
- 3rd Party registration site for each session

Objectives

- Understand current community member perceptions and attitudes towards Diversity, Equity, Inclusion, and Belonging in the City of Redmond
- Uncovering perceived gaps and barriers to a diverse and inclusive municipal organization, and equitable community culture
- Identifying key strengths and opportunities to highlight and leverage in a DEI Strategy
- Ideating around preferred future experience and potential steps to achieve desired future state

EXECUTIVE SUMMARY

The city of Redmond has a diverse population and the goal of ensuring that everyone feels seen, heard, and valued is a priority. There are several areas of concern and a need for action, including improving training for City employees and police officers to approach different cultures with sensitivity, providing mental health support, promoting diversity in City staff, supporting affordable housing, improving transparency and accountability, and addressing the shortcomings of past initiatives related to diversity, equity, and inclusion. Some positive examples include community events like festivals, and the work of small non-profit organizations in supporting marginalized communities. The City must work towards creating a more inclusive community by acknowledging its past and promoting equity in all its policies and practices.

General Observations

Highlights

- Emphasizing on diversity and inclusion in the city staff and city employees to make people feel comfortable and heard.
- Providing more affordable housing options and improving the commitment to affordable housing.
- Encouraging corporations to do more outreach and be more involved in the community.
- Improving accessibility and safety for people, especially in public parks and sidewalks.
- Enhancing accountability, transparency and promoting diversity in all aspects of city council and city departments.

Areas of Concern

- Lack of diversity and inclusiveness among city staff and leadership
- Limited transparency and accountability in city government
- Inadequate support for affordable housing
- Lack of community outreach by corporations
- Inadequate support for mental health services
- Lack of effective regional approaches to social and community issues
- Inadequate support for small non-profit organizations working with marginalized communities.

BEST PRACTICES DEI RECOMMENDATIONS

Increase diversity on city staff and employee force, so that people from diverse communities can feel comfortable approaching the city.

Increase transparency, accountability, and honesty in addressing DEI issues.

Ensure that DEI is incorporated into every aspect of city operations and decision-making, not just relegated to a single department or position.

Foster better relationships between the different communities in Redmond and provide opportunities for socializing and getting to know one another.

Increase support for small nonprofits working to provide support and services for marginalized communities.

Improve access to reporting hate crimes and discrimination and make it accessible in multiple languages.

Increase funding and resources for mental health support and shift away from a punishment-based approach to a community-based approach.

Enhance access to city operations and decision-making processes, so that citizens can have a greater impact.

Thank you

Any Questions?





Memorandum

Date: 8/2/2023

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

File No. CM 23-410

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|------|-----------------|--------------|
| Fire | Adrian Sheppard | 425-556-2201 |
|------|-----------------|--------------|

DEPARTMENT STAFF:

| | | |
|------|-----------------|------------|
| Fire | Adrian Sheppard | Fire Chief |
|------|-----------------|------------|

TITLE:

Fire District 45 Update

OVERVIEW STATEMENT:

This communication provides an update on the progress of the contract negotiations between the Redmond Fire Department and Fire District 45.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

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

As elected by the Fire District 45 Board of Commissioners, the Redmond Fire Department has been entrusted with negotiating the terms of the service contract on behalf of the city. We have diligently established a schedule of meetings with the Commissioners to address the contract's various aspects, including compensation, staffing, safety standards, equipment, and community outreach programs.

OUTCOMES:

The negotiation team will be meeting with the Commissioners of Fire District 45. It is our anticipation that the meetings

will be productive, fostering a collaborative environment to discuss and address the concerns and objectives of both parties involved.

Key Points of Discussion:

1. **Compensation and Benefits:** Our discussions have centered on determining fair and competitive compensation packages for the fire district personnel and evaluating the benefits to support their welfare and well-being.
2. **Staffing and Resource Allocation:** Ensuring adequate staffing levels and resource allocation to maintain efficient emergency response capabilities within the city has been a key focus during the negotiations.
3. **Training and Safety Standards:** We have been working towards establishing comprehensive training programs and safety protocols to enhance the skills and readiness of the firefighting personnel.
4. **Equipment Upgrades and Maintenance:** The need for funding to upgrade and maintain essential firefighting equipment and vehicles has been one of the crucial topics under consideration.
5. **Community Outreach and Education:** Our discussions have also encompassed plans for community outreach programs and fire safety education initiatives to strengthen community engagement.

The Redmond Fire Department acknowledges the importance of keeping the Council informed and involved throughout this negotiation process. As discussions continue and developments unfold, we will provide timely updates to the Council.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

The Redmond Fire Department is committed to negotiating a service contract that aligns with the city's best interests and Fire District 45. We recognize the significance of reaching an agreement that ensures the safety and well-being of our community while supporting the dedicated firefighters who serve us diligently.

BUDGET IMPACT:

Total Cost:

There is no fiscal impact associated with this update. Staff working on these negotiations are funded through the adopted budget.

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 |
|------|--|------------------|
| 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:

N/A

ATTACHMENTS:

N/A



Memorandum

Date: 8/2/2023

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

File No. CM 23-403

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|---------|----------------|--------------|
| Finance | Kelley Cochran | 425-556-2748 |
|---------|----------------|--------------|

DEPARTMENT STAFF:

| | | |
|---------|------------------|--------------------------|
| Finance | Irene Banschbach | Risk Program Coordinator |
|---------|------------------|--------------------------|

TITLE:

Travelers Insurance Property Insurance 15 Month Insurance Renewal

OVERVIEW STATEMENT:

Currently the City of Redmond's insurance policies renew 9/1/2023. The policies include property coverage with Travelers Insurance and liability coverage with City Insurance Association of Washington (CIAW). It has been recommended by the City's insurance broker and CIAW that the city move to a renewal date of 12/1/2023 to put Redmond in line with other municipalities and policy holders CIAW insures. To do this CIAW will extend coverage of the current policy term to 12/1/2023 and the premium for the extended timeframe will be prorated based on the 2022-2023 rates. Finance staff will provide Council with a briefing on the CIAW policy in November prior to the renewal date.

Travelers Insurance will move forward with the renewal effective 9/1/2023 but will issue a 15-month policy through 12/1/2024. This will allow both policies to renew on 12/1/2024. The increase in the Traveler's policy is within the amount expected and can be covered by the current budget. Increases in the city's policies in the recent years have been driven by industry wide increases in claims made, inflationary increases and changes in coverage offered by providers.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

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

N/A

OUTCOMES:

The City is exposed to various risks of loss such as theft, damage, destruction of assets, errors & omissions, injuries or property damage to others, employees' health, and natural disasters. The City is self-insured up to specific dollar limits, utilizing commercial insurance for claims more than these specific dollar limits. The insurance policies in place with Travelers and CIAW include coverage for property, general liability, buildings, auto, and umbrella policies.

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:

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

Budget Offer Number:
0000021

Budget Priority:
Strategic and Responsive

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

If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|------------|--|---------------------|
| 11/14/2023 | Committee of the Whole - Finance, Administration, and Communications | Receive Information |

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:



Memorandum

Date: 8/2/2023

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

File No. CM 23-402

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|--------------|------------|--------------|
| Public Works | Aaron Bert | 425-556-2786 |
|--------------|------------|--------------|

DEPARTMENT STAFF:

| | | |
|--------------|----------------|------------------------|
| Public Works | Joseph O'Leary | Senior Project Manager |
|--------------|----------------|------------------------|

TITLE:

Approve Consultant Services Agreement Supplement 1 with Perteet Engineering for the Avondale Road Preservation Project

OVERVIEW STATEMENT:

This consultant services agreement supplement with Perteet Engineering in the amount of \$110,384 is for construction services for the Avondale Road Preservation project, Project No. 2120-096-02 (20012120). It increases the maximum amount payable to \$461,481.

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

REQUESTED ACTION:

☐ **Receive Information**

☐ **Provide Direction**

☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required to award an Architectural and Engineering Services agreement that exceeds \$50,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Approving this action keeps the City on a path to completing the construction operation safely and will improve

reliability for the driving public and bicycles for years to come. The project will repave approximately 2,240 feet of Avondale Road, improving safety in the corridor. In addition, curb ramps within the project limits will be brought up to current ADA standards. Existing bike lanes will be expanded to provide buffered bike lanes, increasing safety for bikers.

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:
\$110,384

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):
General Fund, Real Estate Excise Tax, Federal Grant, Business Tax

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 |
|----------|------------------|------------------|
| 9/5/2023 | Business Meeting | Approve |

Time Constraints:

The supplement needs to be approved prior to beginning construction to allow the consultant to provide the required services.

ANTICIPATED RESULT IF NOT APPROVED:

Construction Engineering support is required for the project to be built. If the proposal is not approved, it could lead to delays and increased costs.

ATTACHMENTS:

Attachment A - Vicinity Map

Attachment B - Additional Project Information

Attachment C - Avondale Perteet Supplemental Agreement 1

Avondale Road Street Preservation

Kirkland

Redmond

Bellevue

Project Location



Attachment B – Additional Project Information

Avondale Road Preservation

Supplement 1 - Additional services

Our consultant contracts typically include the option for post award services as part of the contract, but we do not include the cost. When we start a project, we are not sure what level of support will be need during construction. Waiting until award allows us to develop an accurate scope of work and cost estimate. For this project we need construction oversight and inspection support along with general engineering support. The project has federal funding and requires a higher level of oversight and reporting. This support was anticipated, and the cost of this supplemental agreement is within the project budget.

Supplement 1 Perteet Project Cost Deliverables for Construction

| | |
|--|------------------|
| Project construction oversight for consultant staff | \$ 22,857 |
| Construction field inspection reports and material documentation | \$ 54,511 |
| Construction design support design changes, RFIs | \$ 15,421 |
| Materials testing and Inspection review and support | \$ 17,000 |
| Expenses | \$ 594 |
| Total | \$110,383 |

Consultant Agreement History

| | Date | Amount | Maximum Amount Payable |
|--------------------|-------------|---------------|-----------------------------------|
| Original Agreement | 6/23/2022 | \$351,097 | \$351,057 |
| Supplement 1 | pending | \$110,384 | \$461,481 |

Fiscal Information

Current Project Budget

| | |
|----------------------|--------------------|
| Grant | \$1,515,125 |
| General Fund | \$344,067 |
| REET | \$107,924 |
| Business Tax | \$600,000 |
| Total Funding | \$2,567,116 |

Estimated Project Costs

| | |
|-------------------------------------|--------------------|
| Design | \$577,893 |
| Construction | \$1,584,657 |
| Total Estimated Project Cost | \$2,162,550 |

| | |
|--------------------------|------------------|
| Budget Difference | \$404,566 |
|--------------------------|------------------|



**Washington State
Department of Transportation**

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

The Local Agency of _____
desires to supplement the agreement entered in to with _____
and executed on _____ and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

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

II

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

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached 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: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Scope of Services

Avondale Road Pavement Preservation
Supplement #1 for Construction Management and Observation
May 2023

City of Redmond



2707 COLBY AVENUE, SUITE 900
EVERETT, WA 98201
800.615.9900 | 425.252.7700

EXHIBIT A SCOPE OF SERVICES

Supplement #1

Avondale Road Pavement Preservation Construction Management and Observation

INTRODUCTION

Project Description

The proposed project includes preservation of 0.42 miles of existing roadway pavement along Avondale Road NE from approximately 330-feet to the north of NE Union Hill Road, within the bridge deck that crosses Bear Creek, to just West of NE 90th Street. The preservation consists of a 2.5-inch grind and overlay with HMA from curb to curb (or to gutter edge when present) and select locations of full-depth replacement of existing asphalt pavement where needed. The existing roadway varies in width from 63-feet to 97-feet with a 5.5-foot bicycle lane and a 5-foot to 6-foot sidewalk. The project includes upgrading 4 existing curb ramps to meet the Americans with disability acts ADA guidelines, and the restriping of Avondale Road to add 1.5-foot striped buffers between the bicycle lanes and adjacent vehicle travel lanes. The project also includes an upgrade to one deficient guardrail and terminal section. The project does not include work involving landscaping or storm drainage improvements.

Perteet Inc. (hereafter referred to as the “CONSULTANT”) will provide Construction Management and Observation Services on behalf of the CITY OF REDMOND (hereafter referred to as “OWNER”) for the Avondale Road Pavement Preservation Project (hereafter referred to as “PROJECT”). The CONSULTANT will endeavor to protect the OWNER against defects and deficiencies in the work of the Contractor but cannot guarantee the Contractor’s performance and shall not be responsible for construction means, methods, techniques, sequences, or procedures for safety precautions and programs in connection with the work.

The CONSULTANT’s services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The CONSULTANT shall have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement and any additional services authorized by amendment.

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 consist of:

GENERAL SCOPE OF SERVICES

This Agreement includes professional services to provide construction management, inspection, and administration services for the Project. The project is federally funded. The procedures outlined in the WSDOT Local Agency Guidelines (LAG Manual) will be used during this project.

This scope of services describes the Task Elements to be accomplished by the CONSULTANT as summarized under each task element. This scope consists of the following task elements:

- Task 1 – Project Administration and Management
- Task 2 – Construction Administration
- Task 3 – Construction Inspection
- Task 4 – Construction Design Support
- Task 5 – Construction MEF
- Task 6 – Materials Testing and Inspection

Optional Services

With prior written approval by the OWNER and written notice-to-proceed, work elements described in this scope of services as optional services (as directed) may be produced by the CONSULTANT.

SCOPE OF SERVICES DEFINED

Construction Inspection and Administration Services

The CONSULTANT shall provide the services identified in the tasks below. These services will include project management, meetings attendance, correspondence, contract administration, review of submittals, and construction inspection for the OWNER as detailed below:

General Assumptions:

- The attached budget for the services detailed below is based on the services of construction inspection and administration on a 20-working day schedule to reach physical complete status. We have included an additional 10-working days to compile and resolve punchlist items and reach Physical Complete status.
- Construction survey and staking to be provided by the Contractor per the Contract Provisions. There is no survey support provided in this scope of services. The Contractor will also be responsible for surveying and reporting changes from the plans for the red line mark-ups.
- Construction documentation will be prepared using OWNER and/or WSDOT forms from the Local Agency Guidelines (LAG) Manual.

- The CONSULTANT will prepare the conformed plans and specifications. The OWNER will provide copies of the conformed plans and specifications to all parties.
- The OWNER will prepare and send a signed Notice to Proceed Letter to Contractor.
- The CONSULTANT will organize, facilitate, and produce minutes of the project Preconstruction (PreCon) Conference and the weekly progress meetings. The OWNER will provide a PreCon meeting agenda for the consultant to use and augment for use.
- When necessary, the CONSULTANT will prepare all Change Orders and obtain the Contractors endorsement and OWNER approval, prior to the work being performed.
- The OWNER will prepare Notice of Suspension letters and letters acknowledging “Substantial” completion and “Physical” completion for OWNER signature and approval.
- The OWNER will process monthly pay estimates to the Contractors. The CONSULTANT will provide the pay estimate and monthly ledgers of quantities for preparation of the monthly pay estimates.
- The CONSULTANT will prepare and distribute the weekly statements of working days.
- The OWNER will be responsible for addressing right-of-way issues, including but not limited to, Right of Entry (ROE) agreements and Temporary Construction Easements (TCE).
- This project is funded using Federal funds and therefore does require a mandatory COA DBE goal.
- The Contractor will be responsible for all contract mandated permits and any inspections related to permit requirements. The CONSULTANT will document the Contractor’s compliance with requirements and make appropriate notifications if non-compliance is observed.
- Prior to the start of construction, the CONSULTANT will prepare a photo log of the construction site (using Headlight) to document existing conditions and provide a copy of the photo log to the OWNER.
- Public outreach by the OWNER will include updating the existing project website on the OWNER’S site to include project updates from the weekly meetings.
- Additional effort beyond the reasonable industry standard for each task will be considered Extra Services.
- For the following services, labor allowances are an estimate only. The level of effort required for these services cannot be accurately predicted as it depends on issues outside of the CONSULTANT team’s control. Some of these issues include quality of Contractor submittals, number of submittals and if multiple reviews are required, adverse weather conditions, and unforeseen conditions at the site. Allowance for any such issues, including but not limited to multiple submittals due to unacceptable quality of the submittals, are not included in the Labor Hours estimate.

Task 1 – Project Administration and Management

Provide project management of the CONSULTANT team, including meetings. The fee assumes 21 total hours for the project manager and accounting support.

- Management of consulting staff and coordination with subconsultants and services.
- Accountant time for invoice processing.
- Submittal and schedule review support by the Project Manager
- Control of A/E project budget and schedule.
- Preparation of monthly invoices and progress reports.
- Maintain on-going contact with the OWNER'S Project Manager via informal meetings, telephone discussions, and electronic mail.
- Provide monthly reporting of project budget status. Percent of budget expended, and estimation of project completion will be provided.

Deliverables:

- Monthly invoice and progress reports

Task 2 – Construction Administration

Provide documentation and record keeping in compliance with OWNER and WSDOT LAG requirements. The CONSULTANT's standard practice is that record keeping will be consistent with WSDOT Local Agency Guidelines and Standards.

2.1 Project Setup – The CONSULTANT and SUBCONSULTANT will provide the following services:

- Project File/Records and documentation setup. Project filing index will be based on the CONSULTANT's file index.

2.2 Administration During Construction – The CONSULTANT will provide the following services:

- Produce and distribute the weekly statements of working days.
- The OWNER will collect and check certified payrolls.
- The CONSULTANT will conduct contractor employee interviews and upload to SharePoint for the City's use in reviewing certified payrolls.
- The OWNER will schedule, organize, and facilitate the project Preconstruction Conference with the assistance of the CONSULTANT. The OWNER will provide the meeting facility and establish the meeting date. If it is not possible for the Preconstruction Conference to be held in person, a "GoTo-Meeting" will be established by the OWNER for all to attend remotely. The OWNER will prepare the meeting agenda. The OWNER and CONSULTANT will have the shared responsibility for taking meeting minutes. The

OWNER will be responsible for collecting all meeting minutes and noting them on a revised Agenda and distributing a PDF version to all attendees for review and comment. The OWNER will prepare a final version of the Agenda/Meeting Minutes document for the OWNER records.

- Calculate force account work based on WSDOT/AGC Blue Book Rental Agreement or equivalent means for determination of rates.
- The CONSULTANT will track Materials Approval (RAMs, QPLs, Shop Drawings, Certificates of Compliance, etc.) and Material Acceptance (inspected stamps, materials tests, visual variation forms) for each bid item for which there are materials.
- Review project records on an ongoing basis to monitor proper approval of all materials are incorporated into the project.
- Create and maintain a Record of Materials (ROM) that will log all construction Contractor submittals. Transmit submittals to CONSULTANT's office staff, and subconsultants, as needed for review and comment. Return submittals to the construction Contractor upon completion of the review process. Maintain submittals files.
- Monitor the project for potential claims or protests by the construction Contractor and notify the project team and OWNER of potential claims. The CONSULTANT will provide assistance to the OWNER, and the OWNER will resolve conflicts and negotiate with Contractor.
- Review Contractor submitted request for approval of material sources and Qualified Products List (QPL) Data Sheets to determine compliance with Contract documents. Contractor will be directed to submit separate RAM forms for each bid item.
- Maintain files for individual bid item compliance for material documentation.
- Collect test reports from materials testing labs for compliance with the information given in the contract documents.
- Collect Manufacturer's Certificates of Compliance and Certificates of Material Origin for Steel and Iron materials being permanently incorporated into the project.
- Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the construction Contractor and prepare necessary documentation of material substitutions.
- RFIs. Receive all requests for information (RFIs) from the construction Contractor. Coordinate responses to RFIs with the OWNER and the CONSULTANT's design team as needed. The OWNER will provide clarifications and interpretations to the Contractor as necessary.
- Review, monitor, and comment on the Contractor's compliance with construction schedule based upon updates submitted by the Contractor. The OWNER will coordinate and negotiate time extensions requested by the Contractor.
- Review Contractor payment based on completed work and provide comments to Contractor and the OWNER for approval and payment.

- Attend and participate in weekly project meetings with the OWNER and Contractor to review the progress of the work and identify and address field issues.
- Obtain and approve Request to Sublet documentation from subcontractors.
- The OWNER will conduct the check on subcontractors (debarments, active licenses, etc.)
- The OWNER will collect Notice of Intent to Pay Prevailing Wage and Affidavit of Wages Paid for contractors and subcontractors.
- Maintain orderly electronic records and files at the job site. These records and files may include, but are not limited to:
 - Updated contract documents, including any design revisions
 - Preconstruction and construction progress photos
 - Daily Inspection Reports
 - Materials Approvals (RAMs)
 - Material Acceptance Verification
 - Test Reports
 - Contractor's Schedules
 - Record of Materials (ROM)
 - Weekly Statements of Working Days
 - Progress Payment Documentation and Backup
 - Prevailing Wage Certifications of Certified Payroll

2.3 Project Closeout – The CONSULTANT and SUBCONSULTANT will provide the following services for project closeout:

- At completion of the project, the CONSULTANT will provide electronic files of all project documentation to the OWNER. The CONSULTANT will provide paper copies of all executed Change Orders, Pay Estimates and Field Note Records. Additional paper files will also be provided to the OWNER upon request.

Deliverables:

- Monthly pay estimate backup (FNRs)
- Final contract paper records at end of project, including:
 - All payment backup documentation organized by pay estimate and FNR number
 - All executed Change Orders and Weekly Statements of Working Days
 - All contractor material submittals and responses – Electronic Only
 - Daily Inspection Reports (IDRs) – Electronic Only
 - Material Testing Reports – Electronic Only

- Electronic records of all construction documentation, including all paper records plus material documentation by bid item, and construction photos.
- Completed Record of Materials

Task 3 – Construction Inspection

Provide services of Construction Inspection to observe and verify by measurements the technical conduct of the construction, including day-to-day contact with the Contractor and the OWNER.

3.1 General Inspection

- Provide on-site inspection and monitoring as requested to inspect the technical conduct and progress of the construction. The Construction Inspector will not be responsible for the means, methods, techniques, or procedures of the construction selected by the Construction Contractor(s) or for any failure of Construction Contractor(s) to comply with laws, ordinances, rules, or regulations applicable to the construction work. The parties recognize that the construction Contractor(s) is responsible for ensuring that construction is in accordance with the plans and specifications.
- Project Daily Report. Prepare daily construction reports, detailing the construction Contractor's operations performed for each day, and records decisions and observations of a general or specific nature in chronological order. Measure quantities of materials installed, log equipment and staff used, and other related items.
- Verify in the daily report that the Contractor is working with the proper traffic control plans.
- Document OWNER-authorized work being done on a force account basis.
- Coordinate the verification of material approvals and ensure they are complete prior to materials being used on site.
- Coordinate Materials Testing and Inspection. In those instances where unsatisfactory test results are obtained, notify the construction contractor to rectify the discrepancies, and retest the materials after corrections are made.
- Collect scale certifications.
- Progress Payment Verification.
- Collect and tabulate all quantity delivery tickets.
- Prepare field note records in accordance funding requirements.
- Check that Manufacturer's Certificates of Compliance and Certificates of Material Origin are received prior to payment.
- Verify that the acceptance sampling and testing frequencies reflect the actual quantities used.

- Photographs. Through Pavia Headlight, tabulate construction photographs and progress photographs of construction activities, daily, to document progress of the work and job site conditions encountered. Particular attention will be given to any work performed below the finished grade.
- Project closeout, formal acceptance, review, and recommendation. Make recommendations to the OWNER concerning operational acceptance, substantial completion, physical completion, and final acceptance of the work. Include review of the requests for extension of time by the construction Contractor. Include recommendation for assessment of liquidated damages, if applicable. Perform a final review and inspection of the construction work and prepare a final list of items to be corrected (“punch-list”). After substantial completion of the project, verify completion of the punch list.
- Record drawings. Review the construction Contractor’s Record Drawings on a bi-weekly basis (and upon completion of major tasks) to verify posted changes.

Deliverables:

- Inspector Daily Reports
- Field Note Records documenting all payments

Task 4 – Construction Design Support

The CONSULTANT will provide construction design engineering support for the Project. CONSULTANT services shall be limited to minor design changes and contractor Requests for Information (RFIs). Should a major re-design be required, the CONSULTANT and the OWNER will negotiate a supplement for additional design services.

- Assist the OWNER Project Manager with requests where field construction modifications or additions are requested and provide design technical assistance to field personnel.
- Visit site when requested to evaluate design issues.
- Review shop drawings for general conformance to the contract documents.
- The CONSULTANT will provide written responses in PDF format for RFIs. Each RFI is expected to take no more than four (4) hours to complete, including clarifications.

Deliverables:

- Shop drawing submittals will be returned electronically in PDF format via email with comments written directly on the submittal documents and/or accompanied by a memorandum, if required
- Written responses to RFIs will be returned electronically in PDF format via email to the Contractor.

Task 5 – Earthwork Inspection and Material Testing (Based on Quantities in the Bid Documents)

The scope of earthwork inspection and material testing shall consist primarily of compaction testing, and asphalt and concrete testing.

Time for Completion

The Contract Documents and time of completion are based upon a 20-working day schedule by a full time Construction Observer and support personnel as outlined in the budget. In support of this schedule, the CONSULTANT contract will provide one (1) part-time week of project set up time, 10-working days of part-time CONSULTANT representatives / support staff, in addition to two (2) part-time weeks of project closure time (Punchlist, Closeout Record Preparation, etc.). The project setup and closure hours are noted in Project Setup and Closeout sections of the fee estimate. If the work schedule changes due to the contractor working weekends, extended hours, work performed during suspension, added working days due to change orders or weather delays, or if the construction activity extends beyond the contract time, the CONSULTANT shall inform the OWNER immediately to allow the OWNER an opportunity to authorize additional budget for the CONSULTANT to provide the additional services as needed. The additional services will be billed at the hourly rates established in the base agreement.

Additional Services

The CONSULTANT may provide additional services as directed by the OWNER which are not identified in this Scope of Services. Additional services shall not commence without written authorization and approval from the OWNER and a supplement to the contract.

Services Not Included in this Scope of Services

1. Public Outreach Support and Communications
2. Final Record Drawings in CADD
3. Archeology or Cultural Resources Support (info added by that group to scope and fee)

Information Provided by Others:

The OWNER shall furnish, at the OWNER'S expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the OWNER agrees that the CONSULTANT shall have no responsibility for any portion of the Project designed by other consultants engaged by the OWNER.



| | | | | | |
|---------|---|---------------------|-----------|---------------------|---------------|
| Project | Redmond - Avondale Rd Overlay CM Services | Contract Start Date | 5/1/2023 | Last Update date | 5/17/2023 |
| Client | | Contract End Date | 9/30/2023 | Perteet Project No. | 20220033.0001 |
| PM | Jerome Didier | Contract Duration: | 4 Months | | |

| | Sr. Associate | Sr. Engineer / Mgr | Lead Technician/ Designer | Sr Const Tech | Construction Supervisor | Sr. Construction Observer | Accountant | Total Hours | Labor Dollars |
|--|---------------|--------------------|---------------------------|---------------|-------------------------|---------------------------|------------|-------------|---------------|
| Task Billing Rate | \$246.83 | \$198.12 | \$173.95 | \$142.19 | \$249.24 | \$187.56 | \$148.36 | | |
| Task 1 - Project Administration and Management | | | | | 15.00 | | 8.00 | 23.00 | \$4,925.00 |
| Total Task 1 - Project Administration and Management | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 | 0.00 | 8.00 | 23.00 | \$4,925.00 |
| Task 2 - Construction Administration | | | | 56.00 | 40.00 | | | 96.00 | \$17,932.00 |
| Total Task 2 - Construction Administration | 0.00 | 0.00 | 0.00 | 56.00 | 40.00 | 0.00 | 0.00 | 96.00 | \$17,932.00 |
| Task 3 - Construction Inspection | | | | | 8.00 | 280.00 | | 288.00 | \$54,511.00 |
| Total Task 3 - Construction Inspection | 0.00 | 0.00 | 0.00 | 0.00 | 8.00 | 280.00 | 0.00 | 288.00 | \$54,511.00 |
| Task 4 - Construction Design Support | 18.00 | 44.00 | 13.00 | | | | | 75.00 | \$15,421.00 |
| Total Task 4 - Construction Design Support | 18.00 | 44.00 | 13.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75.00 | \$15,421.00 |
| Task 5 - HWA - Earthwork Inspection and Material Testing | | | | | | | | | |
| Total Task 5 - HWA - Earthwork Inspection and Material Testing | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | \$0.00 |
| Total Hours | 18.00 | 44.00 | 13.00 | 56.00 | 63.00 | 280.00 | 8.00 | 482.00 | |
| Total Dollars | \$4,443.00 | \$8,717.00 | \$2,261.00 | \$7,963.00 | \$15,702.00 | \$52,517.00 | \$1,187.00 | | \$92,790.00 |

| | |
|------------------|------------|
| Expenses: | |
| Mileage - \$.655 | 594 |
| Totals: | 594 |

| | | | |
|----------------------------|---------------|---------------|---------------|
| Subconsultant Fees: | Cost | Markup | Bill |
| HWA GeoSciences Inc | 17,000 | | 17,000 |
| Totals: | 17,000 | | 17,000 |

| SUMMARY | | |
|----------------|--|--------------|
| Labor | | \$92,790.00 |
| Expenses | | \$594.00 |
| Subconsultants | | \$17,000.00 |
| CONTRACT TOTAL | | \$110,384.00 |