

# City of Redmond



## Agenda

**Business Meeting**

**Tuesday, June 7, 2022**

**7:00 PM**

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

## City Council

*Mayor*

*Angela Birney*

*Councilmembers*

*Jessica Forsythe, President*

*Vanessa Kritzer, Vice President*

*Jeralee Anderson*

*David Carson*

*Steve Fields*

*Varisha Khan*

*Melissa Stuart*

## **REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE**

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

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

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

**Staff Reports** are made to the Council by the department directors on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting citizens to resolve problems with City services. Citizens may reach the ombudsperson by calling the Mayor's office at (425) 556-2101.

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

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

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

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

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

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

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

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

<http://www.redmond.gov/CouncilMeetings>

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

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

---

**AGENDA****ROLL CALL****I. SPECIAL ORDERS OF THE DAY**

- A. PROCLAMATION: Pride Month - June 2022

[Proclamation](#)

- B. PROCLAMATION: Ride Transit Month - June 2022

[Proclamation](#)

**II. ITEMS FROM THE AUDIENCE**

*Members of the public may address the City Council, on any topic, for a maximum of four minutes per person. Please use the speaker sign-up sheet provided at City Hall 30 minutes prior to the meeting, up to the start of the meeting.*

*In the event of difficulty attending a meeting in person, please email [cityclerk@redmond.gov](mailto:cityclerk@redmond.gov) by 3pm the day of the meeting with name and phone number to provide remote public comment.*

*Written comment may be emailed to [cityclerk@redmond.gov](mailto:cityclerk@redmond.gov) by 3pm on the day of the meeting (500 word limit - please label your comment as "Items from the Audience"). Comments will be distributed to the City Council and entered into the record. Comments will not be read during the meeting.*

**III. CONSENT AGENDA****A. Consent Agenda**

1. Approval of the Minutes: May 17, 2022, Regular Business Meeting and Special Meeting (recordings are available at [Redmond.gov/rctv](http://Redmond.gov/rctv))

[Special Meeting Minutes for May 17, 2022](#)

[Regular Meeting Minutes for May 17, 2022](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, May 25, 2022](#)

[Council Payroll Check Approval Register, May 31, 2022](#)

[Check Approval Register, June 7, 2022](#)

3. [AM No. 22-081](#) Approval of the Tree Regulations Update to the Redmond Zoning Code (LAND-2021-00016)

a. Ordinance No. 3080: An Ordinance of the City of Redmond, Washington Amending Article IV and Article VII of the Redmond Zoning Code to Implement Updates to RZC 21.72, Tree Regulations and RZC 21.78, Definitions; and Amending Redmond Municipal Code Chapter 1.14, Enforcement and Penalties, for Consistency with and to Supplement the Enforcement Section of the Tree Regulations; Providing for Severability, Savings, and Establishing an Effective Date

*Department: Planning and Community Development*

[Attachment A: Proposed Tree Regulations Showing Changes \(RZC 21.72\)](#)

[Attachment B: Proposed Tree Definitions Showing Changes \(RZC 21.78\)](#)

[Attachment C: Proposed RMC 1.14 Enforcement and Penalties Showing Changes](#)

[Attachment D: Proposed Adopting Ordinance](#)

**Legislative History**

4/5/22	City Council	referred to the City Council Study Session
4/26/22	City Council	referred to the Committee of the Whole - Planning and Public Works

4. [AM No. 22-082](#) Adoption of an Ordinance Amending the Redmond Municipal Code Section 15.24, Clearing, Grading, and Storm Water Management:

a. Ordinance No. 3081: An Ordinance of the City of Redmond, Washington, Amending Chapter 15.24, Clearing, Grading, and Storm Water Management Code of the Redmond Municipal Code to make minor corrections and changes to references, providing for severability and establishing an effective Date

*Department: Public Works*

[Attachment A: RMC 15.24 Amendment](#)

[Attachment B: RMC 15.24 Ordinance](#)

[Attachment C: Issues Matrix](#)

**Legislative History**

- 5/3/22 Committee of the Whole - referred to the City Council  
Planning and Public Works
5. [AM No. 22-083](#) Approval of the Redmond Central Connector 2022 Washington Wildlife and Recreation Program (WWRP) Grant Applicant Resolution  
*Department: Parks and Recreation*
- [Attachment A: RCO Applicant Authorization Resolution](#)  
[Attachment B: RCO Sample Project Agreement](#)
- Legislative History**
- 5/24/22 Committee of the Whole - referred to the City Council  
Parks and Environmental Sustainability
6. [AM No. 22-084](#) Adoption of Ordinance to Correct a Scrivener’s Error in Ordinance No. 3079 and adoption of the Amended Pay Plan “AF-S” Pursuant to the 2022-2024 Collective Bargaining Agreement between City of Redmond and The Washington State Council of County and City Employees, Local 21-RD (AFSCME)
- a. Ordinance No. 3082: An Ordinance of the City of Redmond, Washington, Amending Ordinance No. 3079, Passed by the City Council on May 17,2022, in Order to Correct a Scrivener’s Error, and to Correct Nominal Calculation Errors by Amending Pay Plan "AF-S" in Order to Set Salaries for Supplemental Employees Working in Positions Covered by the AFSCME Bargaining Unit  
*Department: Human Resources*
- [Attachment A: Ordinance](#)  
[Exhibit 1: Amended 2022 AFSCME Supplemental Pay Plan AF-S](#)
7. [AM No. 22-085](#) Approval of the Eviction Prevention Rent Assistance Program (EPRAP) Data Sharing Agreement between the City of Redmond and King County  
*Department: Planning and Community Development*
- [Attachment A: Data Sharing Agreement](#)

- 8. [AM No. 22-086](#) Approval of a Consultant Agreement with Otak in the Amount of \$705,000 and Authorize Staff to Negotiate and Acquire Property Rights for Redmond Central Connector Phase III (RCC III)

*Department: Public Works*

[Attachment A: Vicinity Map](#)

[Attachment B: Additional Project Information](#)

[Attachment C: One Pager Summary Information](#)

[Attachment D: Consultant Agreement](#)

**Legislative History**

5/24/22	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council
---------	---	------------------------------

**B. Items Removed from the Consent Agenda**

**IV. HEARINGS AND REPORTS**

**A. Public Hearings**

**B. Reports**

**1. Staff Reports**

- a. [AM No. 22-087](#) Thrive Quarterly Report - Quarter 1, 2022

*Department: Planning and Community Development*

[Attachment A: Thrive Quarterly Update - Q1 2022](#)

[Attachment B: Thrive Program Q1 Report](#)

[Attachment C: Fund Balance](#)

**Legislative History**

5/17/22	Committee of the Whole - Public Safety and Human Services	referred to the City Council
---------	---	------------------------------

**2. Ombudsperson Report**

*Stuart*

**3. Committee Reports**

**V. UNFINISHED BUSINESS**

**VI. NEW BUSINESS**

**VII. EXECUTIVE SESSION**

- A. Potential Litigation RCW 42.30.110(1)(i) - 15 minutes

**VIII. ADJOURNMENT**



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

---

**Date:** 6/7/2022  
**Meeting of:** City Council  
Day

**File No.** SPC 22-064  
**Type:** Special Orders of the

---

PROCLAMATION: Pride Month - June 2022





Connected Community  
Enhanced Livability  
Environmental Sustainability

PROCLAMATION

WHEREAS, the City of Redmond is committed to the principles of equity and to uphold the dignity, humanity, and respect of all people; and

WHEREAS, Pride month began in June of 1969 on the one-year anniversary of the Stonewall Inn Uprising in New York City, and was initiated by transgender women of color like Marsha P. Johnson and Sylvia Rivera along with the gay community and their allies who protested police violence, discriminatory laws, and practices, and

WHEREAS, the fight for dignity, respect, equality, and inclusion for our lesbian, gay, bisexual, transgender, queer, asexual, intersex, two-spirited, plus (LGBTQIA2+) community has been hard-fought in the streets and in the courts, but the struggle continues; and

WHEREAS, racism, ableism, misogyny, homophobia, and transphobia are interconnected and result in continued experiences of prejudice, discrimination, invisibility, marginalization, physical and social emotional attacks, and lack of protections for fundamental rights and dignity in hospitals, schools, public accommodations, and other spaces; and

WHEREAS, across our country in 2021 and 2022, there has been a tragic spike of violence and state targeted legislation against transgender people, particularly transgender Indigenous, Black, and people of color; and

WHEREAS, Pride Month is a time to recall the trials the LBGQTQIA2+ community has endured to advance their rights as human beings. It is also a time to celebrate the communal and individual contributions as well as to reaffirm our commitment to stand in solidarity with their ongoing struggles against discrimination and injustice; and

WHEREAS, the City of Redmond joins the call to action that inspires us to live up to our Nation's values of equality, liberty, and justice for all and encourages everyone to stand in our efforts to end violence and discrimination against all our LGBTQIA+ community.

NOW, THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, Washington, do hereby proclaim June 2022 as

PRIDE MONTH

in Redmond to celebrate, honor, dignify, and protect our lesbian, gay, bisexual, transgender, queer, asexual, intersex, and two-spirit members of the community and affirm the City's commitment to align our values to our practices so that everyone in the greater Redmond community can enjoy a life without prejudice, bias, or discrimination.



  
\_\_\_\_\_  
Angela Birney, Mayor

June 1, 2022  
\_\_\_\_\_  
Date

**City Hall**  
15670 NE 85th Street  
PO Box 97010  
Redmond, WA  
98073-9710



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

---

**Date:** 6/7/2022  
**Meeting of:** City Council  
Day

**File No.** SPC 22-065  
**Type:** Special Orders of the

---

PROCLAMATION: Ride Transit Month - June 2022



**Redmond**  
WASHINGTON

**Connected Community  
Enhanced Livability  
Environmental Sustainability**

**PROCLAMATION**

WHEREAS, on average, public transit provides almost one-quarter of one billion passenger trips in Washington each year; and

WHEREAS, public transportation investments generate 31 percent more jobs per dollar than new construction of roads and bridges.<sup>1</sup> Investment in transit can yield 49,700 jobs per \$1 billion invested and offers a five to one economic return; and

WHEREAS, transit in Washington state today reduces 371,000 metric tons of CO2 emission per year. If all people driving alone were to shift to transit, we could save 130,000 metric tons of CO2 emissions per year which is approximately equal to 28,272 passenger vehicles driven for one year. And every \$1M invested in Washington state transit equates to 102,000 metric tons of CO2 reduction; and

WHEREAS, Transit trips are 10 times safer per mile than car trips, and a person can reduce their chance of being in an accident by more than 90 percent simply by taking public transit as opposed to commuting by car; and

WHEREAS, almost 25 percent of Washingtonians cannot or do not drive and may rely on public transit; and

WHEREAS, the City of Redmond has 15 bus routes and three frequent transit routes that run every 15 minutes

WHEREAS, over 23,000 employees who work in Redmond are offered ORCA transit passes through their employer; and

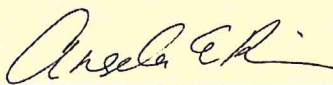
WHEREAS, riding transit improves traffic by increasing mobility and travel options in Redmond;

NOW, THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, Washington, do hereby proclaim the month of June 2022 as,

**RIDE TRANSIT MONTH**

Accordingly, I encourage our residents to observe Ride Transit Month with appropriate events and activities to promote public transportation.



  
\_\_\_\_\_  
Angela Birney, Mayor

June 1, 2022  
\_\_\_\_\_

**City Hall**

15670 NE 85th Street  
PO Box 97010  
Redmond, WA  
98073-9710



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

---

**Date:** 6/7/2022  
**Meeting of:** City Council

**File No.** SPC 22-062  
**Type:** Minutes

---

Approval of the Minutes: May 17, 2022, Regular Business Meeting and Special Meeting (recordings are available at [Redmond.gov/rctv](http://Redmond.gov/rctv))

**CALL TO ORDER AND ESTABLISHMENT OF QUORUM**

A Special Meeting of the Redmond City Council was called to order by Mayor Birney at 6:30 p.m. The meeting was held in-person and remote. Councilmembers present and establishing a quorum were: Anderson, Carson, Forsythe, Kritzer and Stuart.

Councilmembers Carson and Fields were absent from the meeting.

EXECUTIVE SESSION

Evaluating the Qualifications of Applicants for Public Employment (RCW 42.30.110(1)(g)) - 25 minutes

At this time Mayor Birney announced that the Council would go into executive session to evaluate the qualifications of applicants for public employment.

The Executive Session began at 6:32 p.m. and ended at 7:13 p.m.

**ADJOURNMENT**

There being no further business to come before the Council the special meeting adjourned at 7:13 p.m.

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

\_\_\_\_\_  
CITY CLERK

*Minutes Approved: June 7, 2022*

**CALL TO ORDER AND ESTABLISHMENT OF QUORUM**

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7:15 p.m. The meeting was held in-person and remote. Councilmembers present and establishing a quorum were: Anderson, Carson, Forsythe, Khan, Kritzer and Stuart.

MOTION: Councilmember Carson moved to excuse Councilmember Fields from attendance at the meeting. The motion was seconded by Councilmember Forsythe.

VOTE: The motion passed without objection. (6 - 0)

**SPECIAL ORDERS OF THE DAY**

A. PROCLAMATION: National Public Works Week

Mayor Birney read the proclamation into the record and presented it to Jon Spangler, Construction Division Manager.

B. PRESENTATION: Cascadia College State of the College Address

Dr. Eric Murray, President of Cascadia College, presented the state of the college address.

C. PRESENTATION: Marymoor Park Summer Concerts Update

Rob Thomas provided an update on the Marymoor Park Summer Concerts.

MOTION: Councilmember Forsythe moved to reorder the agenda to have the Consent Agenda come before Items from the Audience. The motion was seconded by Councilmember Stuart.

VOTE: The motion passed without objection. (5 - 0)<sup>1</sup>

**CONSENT AGENDA**

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

1. Approval of the Minutes: May 3, 2022, Regular Business Meeting

---

<sup>1</sup> Councilmember Carson was not in the Chambers at the time of voting.

2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#129937 through #129943  
#1441 through #1441

\$10,079.51

#187187 through #187216  
#129944 through #130669  
#1442 through #1446

\$3,910,147.64

CLAIMS CHECKS:

#439212 through #439461

\$5,614,339.29

3. AM No. 22-071: Approval of the 2022-23 Annual ORCA Contract Renewal
4. AM No. 22-072: Approval of the 2021-22 Go Redmond King County Metro Contract Amendment
5. AM No. 22-073: Confirmation of the Appointment of Loreen Hamilton to serve as Redmond's Parks and Recreation Director
6. AM No. 22-074: Confirmation of the Appointment of Aaron Bert to serve as Redmond's Public Works Director
7. AM No. 22-075: Approval of the 2022-2024 Collective Bargaining Agreement between City of Redmond and The Washington State Council of County and City Employees, Local 21-RD (AFSCME)
  - a. Ordinance No. 3079: An Ordinance of the City of Redmond, Washington, Establishing the 2022 Pay Plan for Employees Covered by the Washington State Council of County and City Employees, Local 21-RD (AFSCME) and Establishing the 2022 Pay Plan for Supplemental Employees Working in Positions Covered by the AFSCME Bargaining Unit

8. AM No. 22-076: Acceptance of a Port of Seattle Economic Development Grant in the Amount of \$120,000
9. AM No. 22-077<sup>2</sup>: Approval of the Consultant Agreement Supplement 2 with David Evans and Associates, Inc. in the Amount of \$225,000 for NE 40th Street Shared Use Path (156th Avenue NE to 163rd Avenue NE)
10. AM No. 22-078 - Acceptance of the Avondale Road Preservation Grant from the Puget Sound Regional Council

VOTE: The motion to approve the Consent Agenda passed without objection. (5 - 0)<sup>3</sup>

**ITEMS REMOVED FROM THE CONSENT AGENDA**

9. AM No. 22-077: Approval of the Consultant Agreement Supplement 2 with David Evans and Associates, Inc. in the Amount of \$225,000 for NE 40th Street Shared Use Path (156th Avenue NE to 163rd Avenue NE)

MOTION: Councilmember Forsythe moved to approve AM No. 22-077. The motion was seconded by Councilmember Stuart.

RECUSED: Councilmember Anderson was recused from voting due to a conflict of interest.

VOTE: The motion passed without objection (6-0).

**ITEMS FROM THE AUDIENCE**

Mayor Birney opened Items from the Audience at this time.

The following persons spoke:

- Hanna Floss and Susan Cozzens - funding community responders and creating a robust program;
- Sol Dressa, Matt Gligoff, Carlos A. Cruz and Kendra Graham - prioritizing protected bike lanes and funding for safety;
- Joy Randall - community outreach and sounding board diversity for community services and community public safety;

---

<sup>2</sup> This item was removed from the Consent Agenda and addressed separately.

<sup>3</sup> Councilmember Carson was not in the Chambers at the time of voting.



- Davin Alsin, Tracy Robillard, Josh Frei, Tom Frei, Brian Robillard, Harvey Funai and James Jenssen - vaccine policy for firefighters, past infections, accessing vaccinations, positions and process for accommodations, other ways of mitigating risks to the community, vaccine risks, difference in opinion and belief and rehiring;
- David Morton - importance of individual contributions to stop global warming; and
- Rosemarie Ives - Town Center amendments, 37 conditions, sustainability, preservation of open space and trees.

The following persons submitted written comment:

- Sue Burrus - support for funding community responders; and
- Jordan Gassaway - support for better bike infrastructure around the Overlake Transit center.

## **HEARINGS AND REPORTS**

### STAFF REPORT

#### A. AM No. 22-079: 2022 First Quarter Financial Report

Chip Corder, Finance Director, introduced this item, provided a presentation and responded to Councilmember inquiries.

#### B. AM No. 22-080: Capital Program Quarterly Update (Q1 2022)

Jon Spangler, Construction Division Manager, introduced this item. Staff provided a presentation to the Council and responded to Councilmember inquiries.

### OMBUDSPERSON REPORT

Councilmember Kritzer reported receiving resident contacts regarding: community responders, mental health resources, power outages, vaccine mandate, watershed health, Andrea Churna settlement, park planning, bicycle planning, and a moment of silence for shootings over the weekend.

Councilmember Forsythe reported receiving resident contacts regarding: public safety, 2050 Comprehensive Plan, tree regulations, city staffing, public safety levy, and the leaked supreme court decision.

Councilmember Anderson reported receiving resident contacts regarding: School Resource Officer program, vaccine mandate, and the My Brother's Keeper resolution.

COMMITTEE REPORTS

Councilmember Stuart provided the following committee report:

- Eastside Transportation Partnership.

Councilmember Anderson provided the following committee reports:

- Public Safety and Human Services Committee of the Whole;
- Public Works Board; and
- Cascade Water Alliance.

Councilmember Kritzer provided the following committee report:

- Regional Transportation Plan.

**NEW BUSINESS**

MOTION: Councilmember Forsythe moved that the Council send a letter of support to our State and Federal delegation to maintain the current laws in response to the leaked draft opinion of the Supreme Court. The motion was seconded by Councilmember Kritzer.

VOTE: The motion passed, (5 - 1) with Councilmembers Anderson, Forsythe, Khan, Kritzer, and Stuart in support and Councilmember Carson in opposition.

**ADJOURNMENT**

There being no further business to come before the Council the regular meeting adjourned at 9:58 p.m.

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

\_\_\_\_\_  
CITY CLERK

*Minutes Approved: June 7, 2022*



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

---

**Date:** 6/7/2022  
**Meeting of:** City Council

**File No.** SPC 22-063  
**Type:** Check Register

---

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond  
Payroll Check Approval Register  
Pay period: 5/1 - 5/15/2022  
Check Date: 5/25/2022

Check Total:	\$ 54,061.09
Direct Deposit Total:	\$ 2,281,901.53
Wires & Electronic Funds Transfers:	\$ 1,510,750.88
Grand Total:	<u>\$ 3,846,713.50</u>

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

All Checks numbered **187218** through **187246** ,  
Direct deposits number **130670** through **131405** , and  
Electronic Fund transfers **1447** through **1451**  
are approved for payment in the amount of **\$3,846,713.50**  
on this **7 day of June 2022**.

**Note:**

Check # 187217, check reprint for Gillermo Gomez

City of Redmond  
Payroll Final Check List  
Pay period: 5/1 - 5/15/2022  
Check Date: 5/25/2022

Total Checks and Direct deposit:	\$ 3,390,622.87
Wire Wilmington Trust RICS (MEBT):	\$ 456,090.63
Grand Total:	<u>\$ 3,846,713.50</u>

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

DocuSigned by:  
*Cathryn Laird*  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

City of Redmond  
Payroll Check Approval Register  
Pay period: 05/01 - 05/31/2022  
Check Date: 05/31/2022

City of Redmond  
Payroll Final Check List  
Pay period: 05/01 - 05/31/2022  
Check Date: 05/31/2022

Check Total:	\$	-
Direct Deposit Total:	\$	7,925.55
Wires & Electronic Funds Transfers:	\$	2,388.12
Grand Total:	\$	<u>10,313.67</u>

Total Checks and Direct deposit:	\$	8,791.05
Wire Wilmington Trust RICS (MEBT):	\$	1,522.62
Grand Total:	\$	<u>10,313.67</u>

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

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

All Checks numbered through ,  
Direct deposits numbered **131406** through **131412** , and  
Electronic Fund transfers **1452** through **1452**  
are approved for payment in the amount of **\$10,313.67**  
on this **7 day of June 2022**.

DocuSigned by:  
*Cathryn Laird*  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

**Note:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, Financial Services Manager, do hereby certify to the City Council, that the checks for the month of May and June 2022 are true and correct to the best of my knowledge.

DocuSigned by:  
*Chip Corder*  
5528A221CC9646C...

---

Chip Corder, Finance Director  
City of Redmond  
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 439462 through 439741, and Wire Transfers are approved for payment in the amount of \$3,003,543.10 This 7th day of June 2022.

---

---

---



Memorandum

Date: 6/7/2022  
Meeting of: City Council

File No. AM No. 22-081  
Type: Consent Item

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

Planning and Community Development	Carol V. Helland	425-556-2170
------------------------------------	------------------	--------------

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Sarah Pyle	Planning Manager
Planning and Community Development	Cathy Beam, AICP	Principal Planner

TITLE:

Approval of the Tree Regulations Update to the Redmond Zoning Code (LAND-2021-00016)

- a. Ordinance No. 3080: An Ordinance of the City of Redmond, Washington Amending Article IV and Article VII of the Redmond Zoning Code to Implement Updates to RZC 21.72, Tree Regulations and RZC 21.78, Definitions; and Amending Redmond Municipal Code Chapter 1.14, Enforcement and Penalties, for Consistency with and to Supplement the Enforcement Section of the Tree Regulations; Providing for Severability, Savings, and Establishing an Effective Date

OVERVIEW STATEMENT:

Council discussion of amendments to RZC 21.72, Tree Protection, and RZC 21.78, Definitions. A staff report was provided at the Council’s April 5, 2022, Business Meeting. Further direction was received from the Council at their April 26, 2022, Study Session and the May 3, 2022, Planning and Public Works Committee of the Whole Meeting.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan, Tree Preservation and Landscape Enhancement subsection of the Natural Environment Element; Tree Canopy Strategic Plan; Environmental Sustainability Action Plan; Climate Action Implementation Plan; Watershed Management Plan; Community Strategic Plan; and Redmond Zoning Code.
- **Required:**

N/A

- **Council Request:**

N/A

- **Other Key Facts:**

**Approach:**

An inter-departmental Tree Team was formed, consisting of staff from Planning, Parks, Public Works, and the Executive Office. It was vital to create this team to gain insight into how each Department addresses trees.

Three high-level goals were established for the Tree Regulations Update:

- Clarity in the regulations where there are conflicts or regulatory gaps, to ensure consistent implementation and predictability;
- Reflective of community values; and
- Alignment with the City's Strategic Plan so the regulations are complimentary and do not conflict with the greater vision.

Additionally, the team established main objectives:

- Early involvement of internal and external stakeholders;
- Informed by research of surrounding jurisdictions and review of emerging nationwide trends to help identify regulatory gaps;
- Establishment of clear mechanisms for reporting on tree removals, tree retention, and tree plantings; and
- Regulations that support the Comprehensive Plan, Tree Canopy Strategic Plan, and adopted growth targets.

**Growth:**

The existing tree regulations in the RZC were adopted in 1998. These regulations have not had a comprehensive review since that time. Meanwhile, significant growth has occurred in Redmond since 1998: 57% increase in population, 65% increase in housing units, and 85% increase in the number of jobs. A thorough review of the regulations is warranted to ensure they reflect current community values and balance competing interests.

**Research:**

A comparative analysis of tree regulations from surrounding jurisdictions was prepared. This enabled staff to determine where Redmond falls in the spectrum of tree protection and regulation in the region. Staff also researched national emerging trends and approaches to tree management. Lastly, staff analyzed tree permit issuance data from EnerGov, the City's electronic permitting system, as well as tree data related to development proposals over a five-year horizon.

**Key Changes**

As noted above, a key element of the update is to provide clarity and reflect community values. Key proposed changes are noted below:

- **Tree Management Approach.** Establishes a tree management framework that follows an impact mitigation sequencing approach by avoiding tree removal, minimizing impacts through retention of as many trees as possible, mitigating impacts that cannot be avoided by replacing trees at a higher ratio; compensating by paying a fee-in-lieu; and monitoring for success through the bonding period. (Note: The tree retention requirement has not changed. It is still 35%.)



- Tree Replacement Ratios. These have been increased in response to public input and to help address the temporal loss of trees. Tree replacement ratios are currently 1:1 for significant trees and 3:1 for landmark trees. Proposed ratios are 3:1 for significant trees and 6:1 for landmark trees. Impacted trees will remain at a 1:1 replacement ratio.
- Fee-In-Lieu. Applicants will need to document in writing the rationale why on-site or off-site tree replacement is not achievable. The fee-in-lieu has been increased to \$500 for each significant tree and \$2,000 for each landmark tree removed. Currently, it should be \$250 per tree, however, this fee was inadvertently changed and was reduced to \$98 per tree when the city revised the fee schedules in 2019.
- Deviations. The Exceptions section has been changed to Deviations to be consistent with existing RZC terminology. Revisions specifying documentation for deviations requests and criteria for granting deviations have been clarified.
- Penalties. Financial penalties are proposed to be based upon industry standards and reference the International Society of Arboriculture’s “Guide for Plant Appraisal” versus a flat \$3,000 fine.
- Hazardous Trees. The approach to hazardous trees has been clarified. Their removal requires a permit and 1:1 replacement is required. Dead trees have been eliminated from the definition of hazardous trees.
- Definitions. Several relevant definitions have been added to provide code clarity, such as an impacted tree, retained tree, topping, and pruning.

**OUTCOMES:**

The proposal reaches a balance of environmental protection in an urbanizing community. It is more reflective of community values than the current regulations.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

Public participation in advance of crafting the draft regulations was an imperative step. Staff created a Let’s Connect webpage in May 2020 that contains information that frames the context for the regulations update, along with supporting documents and a project schedule. This webpage is still active. People additionally reached out via email or phone calls through the update process offering input. Lastly, many people submitted written testimony during the Planning Commission’s public hearing and review of the proposed regulations.

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

**June 2020 thru August 2020.** Staff ran a questionnaire on the Tree Regulations Update Let’s Connect webpage which contained a series of non-leading, non-biased open-ended questions. The results from this survey were read and categorized and informed several changes in the proposed regulations.

**August 2020.** Staff also held two virtual office hours events in 2020 that citizens attended to ask questions and offer comments on updating the tree regulations.

**September 2021 thru January 2022.** The Planning Commission held seven meetings, one of which was a public hearing on November 10, 2021.

Throughout the entire process, staff participated in many one-on-one calls with citizens, business owners, and developers.

- **Outreach Methods and Results:**

Feedback and comments were received early in the code development process through the Let’s Connect questionnaire and virtual office hours events mentioned above.

Regarding the questionnaire, specifically, 82 individuals responded that the definition of a significant tree should

remain the same, while 34 responded that the definition should be revised. Similarly, 87 respondents said the landmark tree definition should remain the same while 28 suggested it be revised. Those who suggested revisions mentioned landmark trees should be species-dependent considering the health, desirability of the species, and location. An overwhelmingly 102 respondents noted the City should continue the practice of issuing tree removal permits, while 18 noted the City should cease the practice. Several comments were made regarding making the process easier for single-family homeowners to secure a permit. Regarding the current requirement for development proposals to retain 35% of significant trees, the majority of respondents would like this number increased (71 for higher, nine for lower, and 37 for remaining the same). A tree retention rate of 50% was the most common response for making the retention requirement higher. Some respondents mentioned different retention requirements for significant versus landmark trees. Most people responding (75) suggested higher in-lieu fees, while 27 suggested keeping it the same, and 13 responded it should be lower. Five hundred dollars (\$500) was the most common recommendation on fee-in-lieu cost per tree, followed by \$1,000 (13 respondents).

Comments from the virtual office hours expressed concern that tree removal is too easy to obtain, replacement plantings are not effective, enforcement is lacking, and the need for education. Other comments included the interconnectedness of the Tree Canopy Strategic Plan, the Environmental Sustainability Action Plan and the proposed Updated Tree Regulations, and the potential for conflicts between overhead utility lines and tree retention.

Comments received during the Planning Commission’s review of the proposed tree regulations were cataloged in the Commission’s 51-page issues matrix. Additional changes were made to the proposed regulations in response to public testimony.

• **Feedback Summary:**

Much of the feedback received was incorporated into the proposed tree regulations where possible, and where it maintained alignment with all city priorities, state/county mandates and could be reasonably achieved through practical business practices and allocated budget. Most of this input is reflected in the Key Changes noted above.

**BUDGET IMPACT:**

**Total Cost:**  
None

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

**Budget Offer Number:**  
000250

**Budget Priority:**  
Vibrant and Connected

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

**If yes, explain:**  
N/A

**Funding source(s):**  
General Fund

**Budget/Funding Constraints:**

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
3/1/2022	Committee of the Whole - Planning and Public Works	Receive Information
4/5/2022	Business Meeting	Receive Information
4/26/2022	Study Session	Receive Information
5/3/2022	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

While there are no time constraints, there is considerable community support and momentum behind the adoption of code amendments that are better aligned with the city's environmental sustainability goals and community vision.

**ANTICIPATED RESULT IF NOT APPROVED:**

Existing regulations will remain in effect.

**ATTACHMENTS:**

- Attachment A - Proposed Tree Regulations Showing Changes (RZC 21.72) v16
- Attachment B - Proposed Tree Definitions Showing Changes (RZC 21.78) v5
- Attachment C - Proposed RMC 1.14 Enforcement and Penalties Showing Changes
- Attachment D - Proposed Adopting Ordinance

# RZC 21.72 TREE ~~PROTECTION~~REGULATIONS

## 21.72.010 Purpose and Intent

---

- A. The purpose of this chapter is to:
1. Avoid the removal of stands of trees and significant trees in order to maintain the quality of Redmond’s urban environment;
  2. Protect stands of trees and significant trees to the maximum extent possible in the design of new buildings, roadways, and utilities;
  3. Mitigate the environmental and aesthetic consequences of tree removal in land development through on-site and off-site tree replacement to achieve a goal of no net loss of trees throughout the City of Redmond;
  4. Provide measures to protect trees that may be impacted during construction;
  5. Support the Tree Canopy Strategic Plan by monitoring canopy changes against a citywide target of 40% coverage over 30 years.
  - ~~5.6. Support the Environmental Sustainability Action Plan; and~~
  - ~~6.7. Maintain and protect the public health, safety, and general welfare; and.~~
- B. The intent of this chapter is to achieve a treed vision for the City through a combination of tree retention and tree replacement compatible with supporting density, housing and jobs in the adopted Community Strategic Plan and Comprehensive Plan.

## 21.72.020 Benefits and Values of Trees

---

- A. Trees provide innumerable benefits and values that are woven into the fabric of the community. It is critical to ~~6.~~ Preserve~~preserve~~ the aesthetic, ecological, and economic benefits of forests and tree-covered areas in Redmond. These benefits ~~which~~ include:
- ~~a.~~1. Providing varied and rich habitats for wildlife;
  - ~~b.~~2. Absorbing greenhouse gas emissions;
  - ~~c.~~3. Moderating the effects of winds and temperatures;
  - ~~d.~~4. Stabilizing and enriching the soil;
  - ~~e.~~5. Slowing runoff from precipitation and reducing soil erosion;
  - ~~f.~~6. Improving air quality;
  - ~~g.~~7. Improving water quality;
  - ~~h.~~8. Masking unwanted sound;
  - ~~i.~~9. Providing visual relief and screening buffers;
  - ~~j.~~10. Providing recreational benefits;
  - ~~k.~~11. Enhancing the economic value of developments; and
  - ~~l.~~12. Providing a valuable asset to the community as a whole.

## 21.72.060-030 Tree Management ProtectionStandards

---

- A. Tree Impacts, Approach
1. All adverse impacts to significant trees and landmark trees shall be mitigated. Mitigation actions by an applicant or property owner shall occur in the following sequence:
    - a. Avoid impacts altogether by not removing trees;

- b. Minimize impacts by retaining as many trees as possible and taking affirmative steps, such as project redesign, to reduce impacts;
- c. Mitigate for the impacts associated with removed and impacted trees by replacing these trees on-site;
- d. Mitigate for the impacts associated with removed and impacted trees by replacing trees off-site;
- e. Compensate for the impact by paying a fee-in-lieu for replacement trees; and
- a.f. Monitor the success of any mitigation and take remedial action when necessary.

**B. Tree ~~Protection~~Regulation, In General.**

1. In all developments, a minimum of 35 percent of all significant trees shall be ~~retained~~protected consistent with the sequencing requirements of RZC 21.72.030.A.
2. Street trees within existing developed or undeveloped public rights-of-way are not included as part of the overall protected significant tree count for the purposes of meeting the 35 percent requirement on private property proposed for development.
3. Trees that are located within Native Growth Protection Areas/~~Easements, critical areas, and their associated buffers as provided in RZC 21.64, Critical Areas, or that have otherwise been designated for protection~~ shall ~~not only~~ be removed if they are deemed to be hazardous pursuant to paragraph 6 below. Exceptions to this standard shall be requested and reviewed in accordance with RZC 21.72.~~090~~100, Exceptions~~Deviations~~ Tree removal located in critical areas, (outside of pre-existing NGPEs/NGPAs) as part of an approved mitigation plan shall be regulated under RZC 21.64, Critical Areas Regulations with the exception that the number of replacement trees per RZC 21.72.040.B shall be met.
- ~~2.4.~~ Impacted trees, as defined in RZC 21.78, do not count towards meeting the minimum tree protection requirements of this section. Impacted trees shall be subject to tree replacement requirements contained in RZC 21.72.040.
- ~~3.5.~~ Landmark Trees. Landmark trees shall ~~not be removed unless an~~only be removed through a ~~exception~~deviation per RZC 21.72.100 that has been applied for and granted.
- ~~4.6.~~ Hazardous Trees. Hazardous trees ~~or dead trees~~ posing a ~~hazard~~high or severe risk to structures or public infrastructure, outside of NGPAs, critical areas and buffers, should~~may~~ be removed through a Tree Removal Permit per RZC 21.72.060 or as part of the land use entitlement process. ~~and are not considered significant trees.~~ Hazardous trees require replacement pursuant to 21.72.040. Hazardous trees physically located within a NGPA/NGPE may not be removed. However, trees within a NGPA/NGPE that are within striking distance of a structure may be snagged to avoid potential damage to the structure and provide habitat benefit. The height of the snag shall be less than the striking distance to the structure. Tree remains after snagging shall be left within the NGPA/NGPE.
7. Trees removed with or without a permit within 24 months prior to submitting~~ingal~~ of a development application shall be counted towards tree removal totals for that development application.

**C. Site Design Standards.** This code section provides for identification of trees to be designated for protection. Site improvements shall be designed and constructed to meet the following-

standards:

1. Site improvements shall be designed to protect trees with the following characteristics, functions, or location, with priority given to protection according to the following itemshierarchy, arranged from most important to least important:
  - a. Existing stands of healthy trees, with an emphasis on landmark trees, healthy long-lived species, native conifers, and other native species;
  - b. Trees providing habitat value, such as riparian habitat;
  - c. Trees having a significant land stability function;
  - d. Trees adjacent to public parks and open space;
  - e. Trees within the required yard setbacks or around the site perimeter; and
  - f. Trees that ~~have provide~~ screening between higher and lower intensity zones and land uses~~function or provide relief from glare, blight, or commercial or industrial harshness.~~
2. Trees whose trunk extends 50% or more over property lines shall not be identified as a retained tree unless the neighboring property owner grants and records an easement on their property for the retained trees. This is to avoid situations where saved trees are designated in a development only to be negatively impacted/damaged or removed when the neighboring property is developed. Trees whose trunk extends 50% or more over rights-of-way shall not be identified as a retained tree.
3. Avoid conflicts with trees and both underground and overhead utilities.
4. In considering trees for protection, applicants and the City shall avoid, to the extent known, the selection of trees that may become hazardous because of wind gusts, ~~including trees adjacent to utility corridors~~, where falling trees may cause ~~power outages or other~~ damage. Remaining trees may be susceptible to blowdowns because of loss of a buffer from other trees, grade changes affecting the tree health and stability, and/or the presence of buildings in close proximity.

The applicant shall demonstrate in writing how the Site Design Standards 1-4 above have been met.

**D. Grading and Proximity to Structures, Utilities, and Roadways.**

1. To ensure that structures, utilities, and roadways are located an adequate distance from the dripline of a protected tree to allow adequate room for construction activities, the construction limit line for a structure, utility, or roadway shall be ~~located~~ no closer than ~~five feet outside of the drip line~~ the critical root zone of a protected tree, subject to the following:-
  - 2.a. ~~No proposed structure, utility, or roadway shall be located within five feet of the drip line of a protected tree, except where such structure is a~~ raised deck, bay window, or cantilevered element or other ~~wise~~ raised structure above the ground's surface may be located within the critical root zone of a protected tree provided that element will so as not to disrupt the tree's roots.
  - 3.b. Sidewalks and utilities may be located within the ~~drip line~~ critical root zone of a protected tree, provided that construction methods and materials used will result in minimal disruption of the tree's roots, and that additional measures for tree protection and utility protection are proposed and approved which will ensure the

long-term viability of the tree. This shall be documented in a report by a certified arborist.

~~4. The Administrator may allow construction limits or an alteration of grades within five feet of the drip line of a protected tree, provided that the applicant submits an evaluation by a certified arborist which demonstrates that the proposed construction will not reduce the long-term viability of the tree.~~

~~5.c.~~ The Administrator may require an evaluation by a certified arborist to determine if protective measures should be required beyond ~~five feet of the drip line~~ the critical root zone of a protected tree.

#### **E. Designation of Protected Trees.**

1. The tree protection and replacement plan and any application and permit plans that cover such areas shall show all trees designated for protection. These areas may be shown by labeling them as “protected trees,” “Native Growth Protection Areas,” “Native Growth Protection Easements,” “critical areas,” “critical area buffers,” or such other designation as may be approved by the Administrator. ~~Protected vegetation, including~~ Protected trees, shall not be modified, harmed, or removed except as provided in this section.

#### 2. Tree Protection Tracts

a. Tree protection tracts, or other similar mechanisms as deemed appropriate by the Administrator, shall be used to delineate and protect contiguous areas of protected trees.

b. Tree protection tracts shall be recorded on all documents of title or record for affected lots.

c. The City may require that any tree protection tract be held in an undivided interest by each owner of a building lot within the development, with the ownership interest passing with ownership of the lot, or held by an incorporated homeowners’ association, or other legal entity which assures the ownership, maintenance, and protection of the tract.

#### 3. Tree Protection Markers and Signs

a. The boundary at the outer edge of the tree protection tract or easement shall be delineated with permanent survey stakes, using iron or concrete markers as established by local survey standards.

b. The boundary at the outer edge shall be identified with temporary signs prior to any site disturbance. The temporary signs shall be replaced with permanent signs prior to occupancy or use of the site. The number and spacing of permanent signs shall be designated by the Planning Department.

#### 4. Notice on Title

a. In order to inform subsequent purchasers of real property of the existence of protected trees, the owner of any property containing a tree protection tract on which a development proposal is submitted shall file a notice with the King County Department of Records and Elections. The notice shall state the presence of protected trees on the property, of the application of the Tree Regulations to the property, and the fact that limitations on actions in or affecting protected trees may exist. The notice shall run with the land.

b. The applicant shall submit proof that the notice has been filed for public records before the City approves a building permit or, in the case of subdivision of land or binding site plans, at or before recording.

**F. Incentives for Higher Levels of Tree Protection.**

1. The Administrator may grant adjustments to site development standards for developments on which ten or more healthy significant trees per acre exist-~~acre~~, as follows:
  - a. Developments that preserve 40 percent or more of the healthy significant and landmark trees shall be entitled to the Administrative Design Flexibility provisions for residential or commercial properties as outlined in RZC 21.76.070.C, *Administrative Design Flexibility*.
  - b. Developments that preserve 40 percent or more of the healthy significant and landmark trees shall be entitled to incentives through the Green Building Incentive Program in RZC 21.67- under the Native Vegetation Retention technique pursuant to {RZC 21.67.050.C}.

**21.72.080-040 Tree Replacement**

---

A. Prior to any tree removal, the applicant shall demonstrate through a tree ~~protection-retention~~ and replacement plan, critical area mitigation plan, or other plans acceptable to the Administrator that the tree cannot be retained and tree replacement will meet the minimum standards of this section. If tree retention is not practicable, Priority for tree-replacement trees shall be located according to the following hierarchy, arranged from highest priority to lowest priority is as follows: on-site, off-site, then fee-in-lieu. Refer to RZC 21.72.0840.D and E for locational requirements.

**B. Replacement Required.**

A significant tree to be removed shall be replaced by ~~one-three~~ new trees in accordance with subsection pursuant to paragraph RZC 21.72.080040.C of this section. A significant tree that will be impacted shall be mitigated by planting one new tree pursuant to paragraph RZC 21.72.040.C. Trees that are removed which are classified as landmark shall be replaced by ~~three-six~~ new trees in accordance with subsection pursuant to paragraph RZC 21.72.080040.C of this section. A landmark tree that will be impacted shall be mitigated by planting three new trees pursuant to paragraph RZC 21.72.040.C. Hazardous trees shall be replaced by one new tree pursuant to paragraph RZC.21.78.040.C. No tree replacement is required ~~in the following cases: 1. The~~ when the tree is hazardous, dead, diseased, injured, or in a declining condition with no reasonable assurance of regaining vigor provided documentation is accepted and approved by the City regarding the tree condition and the City concurs.

Trees impacted or removed as part of an approved critical areas mitigation plan do not require a separate tree replacement plan. Trees removed or impacted as part of within a critical area shall be mitigated in accordance with an approved critical areas mitigation plan with the exception that the number of replacement trees per this section shall be met.

~~2. The tree is proposed to be relocated to another suitable planting site, provided that relocation complies with the standards in this section.~~



**C. Replacement Specifications.**

1. Minimum sizes for replacement trees shall be:
  - a. Two-and-one-half-inch caliper for deciduous trees; and
  - b. Six feet in height for evergreen trees.
2. The Administrator may consider smaller-sized replacement trees if:
  - a. The applicant is a single-family homeowner applying for a tree removal permit and the homeowner will plant the replacement tree(s) versus hiring a contractor. In this case, the homeowner may request a waiver as part of the tree removal permit to have the size at installation of a deciduous replacement tree reduced to five-to-ten-gallon sized trees. There is no waiver for size at installation for evergreen trees. or
  - b. The ~~the~~ applicant can demonstrate that smaller trees are more suited to the species, the site conditions, and the purposes of this section, and that such trees will be planted in sufficient quantities to meet the intent of this section. This is particularly relevant for trees that are removed in a critical area as part of an approved critical areas mitigation plan. At a minimum, species size at installation shall be consistent with RZC Appendix A, Subsection G, Stream and Wetland Mitigation Plans.
3. Replacement trees shall be primarily native species in order to restore and enhance the site as nearly as practicable to its predevelopment ~~character~~ condition. Native species shall be consistent with the definition of Native Vegetation in RZC 21.78. Coniferous trees removed shall be replaced with coniferous trees. Deciduous trees removed may be replaced with either coniferous or deciduous trees. Additionally, a mix of slow-, medium-, and fast-growing replacement trees should be included in order to achieve both an early and long-lasting tree canopy. However, if an ornamental tree has been removed through a tree removal permit, it may be replaced with an ornamental tree.
4. The condition of replacement trees shall be healthy and meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock as noted in American National Standards Institute (ANSI) Nursery Stock Standards by AmericanHort, 2014 or as amended.
5. Installation.
  - a. Installation of required replacement trees shall be in accordance with best management practices for landscaping which ensure the tree's long-term health and survival.
  - b. All required tree replacement and other required mitigation shall be bonded per RZC 21.76.090.F.4 or completed prior to issuance of a building permit.

**D. Location for Tree Replacement – On-Site.** Replacement trees shall be planted on the site from which significant trees are removed unless the Administrator accepts one or more of the alternatives set forth in subsection RZC 21.72.~~0800~~40.E of this section.

**E. Location for Tree Replacement - Alternatives.**

1. General. When on-site replacement cannot be achieved, the Administrator *may* consider-approve the following alternatives. The applicant shall include a written narrative demonstrating why tree replacement cannot be accommodated on-site and a discussion of the rationale for consideration of one of the alternatives set forth below. Criteria that

must be contained in the narrative includes:

- a. tree density;
- b. existing plant competition;
- c. tree species characteristics;
- d. planting site conditions such as drainage, soil compaction, amount of light, slope, and space; and
- e. any other factors that demonstrate there is no space on site trees can be planted where they can grow to maturity unimpeded.

~~12.~~ Off-Site Tree Replacement.

- a. The number of replacement trees shall be the same as described in subsection RZC 21.72.080040.B of this section, *Replacement Required*. Replacement costs (material plus labor) shall be at the applicant's expense.
- b. Allowable sites for receiving off-site replacement plantings.
  - i. City- or county-owned parks within the City, open space areas, Native Growth Protection Areas (NGPA)/Native Growth Protection Easements (NGPE), or river and stream corridors within Redmond city limits, or lands controlled by the City. Priority is given to sites identified in the Tree Canopy Strategic Plan.
  - ii. Private open space which is permanently protected and maintained, such as a Native Growth Protection Area (NGPA)/Native Growth Protection Easement (NGPE).
  - iii. Tree mitigation bank.
- c. All trees to be replaced off-site shall meet the replacement standards of this section.

~~23.~~ Tree Replacement Fee. A fee-in-lieu of tree replacement may be allowed, subject to approval by the Administrator ~~after careful consideration of all other options if~~ the applicant can demonstrate in writing why replacement trees cannot be accommodated on-site and why off-site tree replacement is not practicable. A tree replacement fee shall be required for each replacement tree required but not planted on the application site or an off-site location.

- a. The amount of the fee shall be the tree base fee times the number of trees necessary to satisfy the tree replacement requirements of this section. The tree base fee shall cover the cost of tree, installation (labor and equipment), maintenance for two years, and fund administration. The tree base fee for each significant replacement tree shall be \$500. The tree base fee for each landmark replacement tree shall be \$2,000. These fees shall be adjusted periodically for inflation.
- b. The fee shall be paid to the City prior to the issuance of a tree removal permit or construction drawing approval for development proposals.
- c. Fees collected under this subsection shall be expended only for the planting of new trees in City-owned parks, open spaces, a tree mitigation bank, or rights-of-waysites identified in the City's Tree Canopy Strategic Plan.

~~3.~~ ~~Landscape Restoration. Where appropriate, the Administrator may consider other measures designed to mitigate the loss of trees by restoring all or parts of the forest landscape and its associated benefits. Measures may include, but are not limited to:~~

- ~~d. Creation of wildlife snags from trees which would otherwise be removed;~~
- ~~e. Replacement of certain ornamental trees with native shrubs and groundcover;~~
- ~~f. Replacement of hazardous or short-lived trees with healthy new trees more likely to~~

survive;

~~g. Daylighting and restoration of stream corridors with native vegetation; and~~

~~h. Protection of nonsignificant trees to provide for the successional stages of forest development.~~

#### **F. Tree Replacement Guidelines and Requirements.**

1. When individual trees or tree stands are protected, replacement trees should be planted to reestablish or enhance tree clusters where they previously existed;
2. Where possible, replacement trees should be planted within critical areas or buffers, provided that the proposed planting conforms to the requirements for mitigation of critical areas in [RZC 21.64, Critical Areas](#). Replacement trees may be planted within an existing [NGPA/NGPE](#), where the Administrator determines that such planting enhances and complements existing vegetation and environmental functions;
3. Replacement trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements;
4. Replacement trees shall be located away from areas where damage is likely or infrastructure integrity is compromised, based on the standards in [RZC 21.72.060030.CD, Grading and Proximity to Structures, Utilities, and Roadways](#);
5. Replacement trees shall be located to provide screening of the development from adjacent properties, where appropriate;
6. Replacement trees shall be planted in areas that connect or are adjacent to Native Growth Protection Areas/[Easements](#) or other open space, where appropriate; and
7. Replacement trees shall be integrated into the required landscape plans, if any, for a development; and
- ~~8. Replacement trees to be planted next to or under power lines shall be selected with consideration of the trees' maturation and maintenance requirements.~~

#### **~~G. Relocation of Trees.~~**

- ~~1. Trees designated as significant may be relocated to a new location on the property under the direction of a certified arborist;~~
- ~~2. With written permission, significant trees may be relocated to another private property or City-owned property under the direction of a certified arborist;~~
- ~~3. Relocated trees, meeting the standards above, shall count toward the host property's 35-percent tree retention requirement; and~~
- ~~4. Trees relocated to an off-site property shall be exempt from requirements for tree retention plans, recording, bonding, or other assurances.~~

#### **~~H. Supplemental Standards for the Marymoor Design District.~~**

- ~~1. Intent. The intent of these supplemental standards is to focus tree preservation and replacement on increasing long-term, healthy tree canopy throughout the Design District. Increasing tree canopy supports the subarea stormwater management strategy and urban design objectives, and contributes to Redmond's overall green character.~~
- ~~2. Applicability. The standards in this subsection apply only to the Marymoor Design District and supplement other standards in this chapter. Where a conflict exists between this subsection and other parts of this chapter, this subsection shall control.~~

- ~~3. Tree canopy. Protected trees, replacement trees and trees in the adjacent public right-of-way must together provide a tree canopy covering 15 percent of the site area within 10 years of site redevelopment, regardless of how many replacement trees are required to achieve the canopy requirement. To comply with this standard the applicant must present a statement and analysis from a certified landscape architect or arborist demonstrating that the plan will meet this standard. If the number of replacement trees required to achieve the canopy requirement is less than would otherwise be required, the applicant shall have the option to plant at least half of the difference, contribute at least half of the difference to the tree replacement fund, or a combination of the two.~~
- ~~2. Replacement specifications:
 
  - ~~a. Evergreen trees shall constitute at least 25 percent of protected and replacement trees combined.~~
  - ~~b. Replacement trees shall be a mix of slow (up to six inches/year), medium (6-18 inches/year) and fast growing (more than 18 inches/year) species in order to achieve both early and long-lasting canopy. Slow, medium and fast growing replacement trees shall each constitute at least 25% of the total number of replacement trees.~~
  - ~~c. Replacement trees shall be located so as to maximize their long-term health and growth potential, such as by locating them in large planted areas.~~
  - ~~d. Trees with broad canopies should be located farther from buildings and other structures with which they could conflict, while more columnar trees are more appropriate closer to buildings and other structures.~~~~
- ~~3. Relocation of trees. To encourage on-site relocation and replacement of trees:
 
  - ~~a. Trees relocated to an off-site property shall not count toward tree retention calculations; and~~
  - ~~b. Trees replaced using the fee-in-lieu program shall be replaced at a three-to-one (3:1) ratio.~~~~

## **21.72.070-050 On-Site Tree Protection Measures**

- A. **Tree Protection Measures.** To ensure long-term viability of trees and stands identified for protection, permit plans, and construction activities shall comply with the following minimum required tree protection:
1. All minimum required tree protection measures shall be shown on the approved tree protection and replacement plan.
  2. All construction activities, including staging and traffic areas, shall be prohibited within the five feet of the drip line/critical root zone of protected trees.
  3. Tree protection barriers shall be installed five feet beyond the drip line/outside of the critical root zone of significant/retained trees ~~to be protected~~ prior to any land disturbance. The location of these barriers shall be confirmed in the field by city staff prior to commencing site construction.
  - ~~4.~~ Tree protection barriers shall meet the City's standard detail. be a minimum of four feet-high, constructed of chain link, or polyethylene laminar safety fencing or similar material, subject to approval by the Administrator.
  - ~~4.5.~~ Signs ~~On large or multiple project sites, the Administrator may also require that signs-~~ requesting/requiring subcontractor cooperation and compliance with tree protection

standards shall be posted at site entrances and visible for the duration of the project.  
 5.6. Where tree protection areas are remote from areas of land disturbance, and where approved by the Administrator, alternative forms of tree protection may be used in lieu of tree protection barriers, provided that protected trees are completely surrounded with continuous rope or flagging and are accompanied by “Tree Save Area – Keep Out” signs.

- B. **Preventative Measures.** In addition to the above minimum on-site tree protection measures, the applicant shall support tree protection efforts by employing, as appropriate, the following preventative measures, consistent with best management practices for maintaining the health of the tree. These measures shall be employed consistent with RZC Table 21.76.090, Performance and Warranty Assurances.:
1. Pruning of visible deadwood on trees to be protected or relocated;
  2. Application of fertilizer to enhance the vigor of stressed trees;
  3. Use of soil amendments and soil aeration in tree protection and planting areas;
  4. Mulching over tree drip line areas; and
  5. Ensuring proper water availability during and immediately after construction.

C. **Alternative Methods.** The Administrator may approve the use of alternative tree protection techniques-method if the following criteria are met:

1. The method is recommended by a certified arborist with documentation that demonstrates how the proposal will achieve a superior outcome and meet the objectives of RZC 21.72.010, Purpose and Intent; and
2. The applicant can demonstrate that direct compliance with the regulations cannot be achieved without limiting reasonable use of the site. ~~a protected tree will be protected to an equal or greater degree than through the techniques listed above.~~

**21.72.020-060 Permits Permitting Approach - Required**

A. **Permit Required.** Except as provided in RCZ 21.72.030070, Exemptions, any person who desires to cut down or remove any significant tree, hazardous tree or any stand of trees, or who desires to conduct grading activities on a site that will result in the removal ~~of~~ significant or hazardous trees, must first obtain a permit to do so from the Administrators provided in this section. Landmark trees hold special status and requests for their removal is governed under RZC 21.72.100, Deviations. Tree topping is not permitted and shall be considered removal of a tree. This does not include pruning of fruit trees to encourage the production of fruit. Tree removal associated with a development proposal shall follow the tree protection standards set forth in RZC 21.72.030.

B. **Developed Single-Family Lots.** The owners of a developed single-family lots must obtain a permit prior to removing any significant tree located on the lot and significant trees shall be replaced as provided in RZC 21.72.0840. Trees may be removed as follows:

Lots up to 10,000 square feet:	Up to 2 significant trees may be removed per <del>year</del> <u>365 days.</u>
Lots 10,001 square feet to 20,000 square feet:	Up to 4 significant trees may be removed per <del>year</del> <u>365 days.</u>
Lots 20,001 square feet to 30,000 square feet:	Up to 6 significant trees may be removed per <del>year</del> <u>365 days.</u>
Lots 30,001 square feet and greater:	Up to 8 significant trees may be removed per <del>year</del> <u>365 days.</u>

~~Provided that trees~~Trees previously designated for protection or located within a Native Growth Protection Area (NGPA) or Native Growth Protection Easement (NGPE) may not be removed unless they are determined to be hazardous. Exceptions to this standard shall be required and reviewed in accordance with RZC 21.72.100, Deviations. If deemed hazardous, these trees shall be snagged to provide habitat benefit. The height of the snag shall be less than the striking distance to structures. Tree remains after snagging shall be left within the NGPA/NGPE. Hazardous, ~~and dead, or otherwise dangerous~~ trees are not included in the limits on number of trees that may be removed pursuant to established by this section paragraph. Documentation that the subject tree is dead must be provided to the City for concurrence. The Administrator may approve the removal of more trees in a given year than set forth above if the remaining trees would pose a hazard to life or property. Replacement trees shall be planted for each significant trees and hazardous tree removed pursuant to RZC 21.72.040, Tree Replacement.

- C. **Other Developed Lots.** The owners of all other developed commercial, industrial, or multifamily lots must obtain a permit prior to removing any significant tree located on the lot. Permits ~~shall~~ may be granted for the removal of no more than five significant trees per acre per ~~year~~ 365 days for the purposes of (a) thinning a heavily wooded area where remaining trees may benefit from the thinning and the site's forested look, value, or function is maintained, or (b) maintaining the site's landscaped areas. Trees previously designated ~~for protection as a protected tree~~ or located within a Native Growth Protection Area or Native Growth Protection Easement may not be removed. Exceptions to this standard shall be requested and reviewed in accordance with RZC 21.72.100, Deviations. However, tTrees physically located within a NGPA/NGPE that are determined to be hazardous and pose a high or severe risk to nearby structures or public infrastructure located outside of the NGPA/NGPA may be snagged upon securing a Tree Removal Permit with the City pursuant to RZC 21.72.030. The height of the snag shall be less than the striking distance of a structure. Tree remains after snagging shall be left within the NGPA/NGPE. Hazardous, ~~and dead, or otherwise dangerous~~ trees are not included in the limits established by this ~~section paragraph.~~ However, dDocumentation that the subject tree is dead must be provided to the City for concurrence. Replacement trees shall be planted for each significant trees and each hazardous tree removed pursuant to RZC 21.72.080040, Tree Replacement.
- D. **Undeveloped Lots Not Under Land Use Permit Review.** The owners of an undeveloped lots for which no land use application is pending must obtain a permit prior to removing any significant tree(s) or stands of trees on the lot. Removal of 11 or more significant trees requires clearing and grading approval, in accordance with RMC Chapter 15.24, *Clearing, Grading and Stormwater Management*. Tree removal under this category is subject to tree retention standards set forth in RZC 21.72.030 and tree replacement standards set forth in RZC 21.72.040. Trees removed within two calendar years prior to the submittal of a complete development application shall be counted towards tree removal totals for the development application.
- E. **Undeveloped Lots for Which Land Use Permit Applications Are Pending.** When tree removal

is planned in conjunction with the construction of a new or expanded site or building, no separate tree removal permit is required, ~~but the~~ tree-Tree protection and replacement standards of this chapter ~~will~~shall be applied to the land use and civil construction permit applications in addition to the other criteria found in this code.

- F. **Forest Practices Permittees.** Permittees under Class IV - General forest practice permits issued by the Washington State Department of Natural Resources (DNR) for the conversion of forested sites to developed sites are also required to obtain a tree removal permit from the City. For all other forest practice permits (Class II, III, IV – special permit) issued by DNR for the purpose of commercial timber operations, no land use permits will be issued for six years following tree removal.
- G. **Archaeological Sites.** Known archaeological sites are not to be disturbed, including tree root removal, unless authorized by the State Department of Archaeology and Historic Preservation (DAHP) via a special permit, per RZC 21.30.070 and RCW 27.53.060.
- H. **Capital Improvements Projects.** Construction of Capital Improvement Projects (CIPs), other than public transportation and public utility systems, shall meet the requirements of these tree regulations. The project limit for a CIP can be either the fee-simple lot or the area of disturbance. The project limit shall be mutually agreed upon by the Administrator and the CIP project manager. For Capital Improvement Projects that do not require a land use entitlement, tree regulations compliance shall be demonstrated during the Civil Construction Drawing review process. Capital Improvement Projects that support habitat projects/activities shall be allowed to remove trees in critical areas consistent with an approved habitat restoration plan or rehabilitation plan. These habitat improvement projects shall follow the criteria in RZC 21.64, Critical Areas Regulations. These projects are subject to tree replacement per RZC 21.72.040.
- I. **Public Transportation and Public Utility Systems.** Construction of public transportation and public utility systems shall protect significant trees to the maximum extent practicable, while still ensuring the efficient development of the applicable system. The project limit shall be mutually agreed upon by the Administrator and the CIP project manager. For public transportation and public utility systems that do not require a land use entitlement, tree regulations compliance shall be demonstrated during the Civil Construction Drawing review process. These projects are subject to tree replacement per RZC 21.72.040.
- J. **Maintenance of Infrastructure.** Maintenance activities on infrastructure shall protect significant trees to the maximum extent practicable, while still ensuring safe operations. Tree removal undertaken as part of routine infrastructure maintenance shall be consistent with an applicable programmatic approval or shall require an over-the-counter Tree Removal Permit for the purposes of tree removal tracking and replacement.

#### **21.72.030-070 Exemptions**

- A. The following activities are exempt from obtaining a permit under this chapter:

1. Emergency activities necessary to remedy an immediate threat to public health, safety, or welfare. In the event of an emergency, City staff shall be immediately notified. Once the immediate threat has been addressed, a post removal permit will be issued and tree replacement shall occur per RZC 21.72.040, Tree Replacement.
  2. Routine maintenance of trees necessary to maintain the health of cultivated plants, to contain noxious weeds, or to remedy a potential fire or health hazard, or threat to public safety. Routine maintenance does not include the removal of significant trees.  
~~3. Removal of trees in easements and rights of way for the purposes of constructing public streets and utilities. Protection of trees shall be a major factor in the location, design, construction, and maintenance of streets and utilities. These improvements are subject to the purpose and intent of this division. Removal of significant trees shall be mitigated with on-site or off-site tree replacement as set forth in the requirements of RZC 21.72.080, Tree Replacement.~~
  3. Removal of dead trees. Documentation that the subject tree is dead must be provided to the City for concurrence. The administrator may require assessment from a certified arborist.
- B. Nothing in this section shall be interpreted to allow the removal of trees or other vegetation within critical areas or critical area buffers, where prohibited under [RZC 21.64, Critical Areas](#), or in Native Growth Protection Areas or Native Growth Protection Easements. Exceptions to this standard shall be requested and reviewed in accordance with RZC 21.72.100, Deviations. Trees that are determined to be hazardous and threaten nearby structures outside of the NGPA/NGPE may be snagged upon consultation with and approval by the City per RZC 21.72.030.B and RZC 21.72.060. Tree remains after snagging shall be left within the NGPE/NGPA. Tree removal located in critical areas outside of pre-existing NGPEs/NGPAs as part of an approved mitigation plan shall be regulated under RZC 21.64, Critical Areas Regulations, with the exception that the number of replacement trees per RZC 21.72.040.B shall be met.
- C. Nothing in this section shall be interpreted to allow tree root removal on known archaeological sites unless authorized by the State Department of Archaeology and Historic Preservation via a special permit, per RZC 21.30.070 and RCW 27.53.060.

### **21.72.040-080 Application Requirements**

The Administrator shall specify application submittal requirements, including the type of plans, level of detail and numbers of copies to be submitted. If applicable, a tree removal permit ~~An application~~ fee shall be paid at the time of application in an amount established in the City's fee schedule.

### **21.72.050-090 Permit Review Criteria**

- A. **Review Criteria.** The Administrator shall review all tree removal permit applications and may approve the permit, or approve the permit with conditions, provided that the application demonstrates compliance with the criteria below:
1. The proposal complies with RZC ~~21.72.060~~[21.72.030](#), *Tree ~~Protection-Management Standards~~*, and RZC ~~21.72.080~~[21.72.040](#), *Tree Replacement*, or has been granted an exceptiona deviation



pursuant to RZC ~~21.72.090100~~, Exceptions/Deviations.

2. All bonds or other assurance devices required per RZC 21.76.090.F, *Performance Assurance*, are posted with the City.

**B. Professional Evaluation.** In determining whether a tree removal permit is to be approved, denied or conditioned, the Administrator may require the submittal of a professional evaluation and/or a tree protection plan prepared by a certified arborist, where the Administrator deems such services necessary to demonstrate compliance with the standards of this chapter. Such professional evaluation(s) and services ~~may include~~ shall adhere to the Tree Analysis Report Requirements pursuant to RZC Appendix 10.

- ~~1. Providing a written evaluation of the anticipated effects of proposed construction on the viability of trees on a site;~~
- ~~2. Providing a hazardous tree assessment;~~
- ~~3. Developing plans for, supervising, and/or monitoring implementation of any required tree protection or replacement measures; and/or~~
- ~~4. Conducting a post-construction inspection and evaluation.~~

**B.C. Conditions of Approval.** The Administrator may specify conditions for work, at any stage of the application or project as he/she deems necessary to ensure the proposal's compliance with requirements of this division/section, the Critical Areas regulations, clearing/Clearing, grading/Grading, and stormwater/Stormwater management/Management regulations, or to protect public or private property. These conditions may include, but are not limited to, hours or seasons within which work may be conducted, or specific work methods.

### **21.72.090-100 Exceptions/Deviations**

**A. ~~Exceptions/Deviations~~ Authorized.** Where exceptional conditions exist that prevent full compliance with RZC 21.72.060030, *Tree Protection/Management/Standards*, and/or RZC 21.72.080040, *Tree Replacement*, the applicant may request an exception/a deviation. A request for any exception-deviation shall be submitted in writing by the property owner or applicant for consideration by the Administrator and shall accompany the application for a permit reviewed under this section. The written request shall fully state all substantiating facts and evidence pertinent to the exception-deviation request ~~and~~, include supporting maps or plans, and explicitly address the deviation criteria below. The Administrator may also require the recommendation of a certified arborist in reviewing an exception/a deviation request.

A deviation request is required for each tree requested to be removed below the 35% tree retention threshold and ~~each~~ any tree classified as landmark ~~tree~~ requested to be removed. The applicant shall demonstrate in writing how each tree meets the deviation criteria below. Deviations sought in combination with a development application shall be processed concurrent with the development application. Deviations sought for a tree removal permit shall be processed with the tree removal permit.

**B. ~~Exception/Deviation~~ Criteria.** ~~An exception~~ A deviation shall not may be granted ~~unless if all~~ the criteria in B.1, B.2, B.3 (if tree is in a NGPE/NGPA), and B.4, and B-5 of this subsection are

satisfied:

1. The exception-deviation is necessary because:
  - a. There are special circumstances related to the size, shape, topography, location, or surroundings of the subject property; or
  - b. Strict compliance with the provisions of this code may jeopardize reasonable use of property; or
  - ~~c. Proposed vegetation removal, replacement, and any mitigating measures proposed are consistent with the purpose and intent of the regulations; or~~
  - ~~d. The granting of the exception or standard reduction will not be detrimental to the public welfare or injurious to other property in the vicinity; or~~
  - e.c. The strict compliance with the provisions of this code would ~~be in~~ conflict with the increased density of urban centers or the Marymoor Design District and result in development that would be inconsistent with the adopted vision for the neighborhood.
2. ~~If an exception is granted below the required minimum retention standard of 35 percent, tree replacement shall be at a minimum of three trees for each significant tree removed. With the exception of developments in the urban centers or Marymoor Design District, the minimum tree preservation standard shall not go below 35% unless it diminishes or results in no reasonable use of the property. Tree replacement ratios may be modified for master plans within urban centers and local centers to allow for 1:1 replacement when accompanied by a three-tier vegetative replacement plan. In the Marymoor Design District, rather than increase the tree replacement ratio, the canopy coverage requirement in RZC 21.72.080.H.3 shall be increased to 20 percent of the site area. When the total number of replacement trees required to meet the canopy requirement is less than the number that would otherwise be required by this paragraph, the applicant shall plant the trees that would otherwise be required on-site or contribute the difference to the tree replacement fund, or a combination of the two.~~
3. Native Growth Protection Area (NGPA) and Native Growth Protection Easement (NGPE). Significant and landmark trees within an established Native Growth Protection Area or Native Growth Protection Easement shall not be removed, except when removal has its specified purpose:
  - a. ~~To remedy a hazardous tree;~~
  - b.a. To establish a nonmotorized trail as part of a private environmental interpretation program or City of Redmond trail system;
  - e.b. To relocated or consolidate existing trails for the purpose of controlling human impacts to vegetation;
  - d. ~~To stabilize slopes;~~
  - e.c. To add or restore native plants;
  - f.d. To control and replace nonnative vegetation;
  - g.e. To restore degraded watercourses or wetlands; or
  - h.f. To implement a City of Redmond long-term restoration or management plan.
4. Granting of the deviation will not be detrimental to the public and the proposed development is in alignment with the adopted Council Strategic Plan, Mayoral Vision, and

Comprehensive Plan.

45. Proposed tree removal, replacement, and any mitigation proposed are consistent with the purpose and intent of this section. This shall be documented in writing by the applicant or landowner.

Tree replacement for projects granted a deviation shall be at a minimum of three trees for each significant tree removed and six trees for each landmark significant tree meeting the classification of landmark tree removed.

**21.72.100-110 Enforcement**

A. **Application.** This section shall apply in addition to the provisions of RMC Chapter 1.14, *Enforcement and Penalties*.

B. **Remediation.** Any person who removes a tree in violation of the conditions of a tree removal permit or in violation of this chapter shall be subject to penalties pursuant to this section and the provisions of Chapter 1.14 RMC, Enforcement and Penalties remedial measures. For the purpose of code enforcement, if a tree has been removed and only the stump remains, the size of the tree removed shall be the diameter of the top of the stump. The following provisions shall apply in instances where such remedial measures are required:

1. The applicant shall satisfy the permit provisions as specified in RZC ~~21.72.020060~~, Permits Permitting Approach Required and may be subject to Delinquent Permit Fees consistent with the provisions of RCM 1.14.060.E.
2. Remedial measures must conform to the purposes and intent of this subsection. In addition, remedial measures must meet the standards specified in RZC ~~21.72.080040~~, Tree Replacement, except that the number of replacement trees for significant trees damaged, destroyed, or removed shall be as follows:

Table 21.72.100A110A Replacement Tree Requirements	
Size of Removed Tree	Number of Replacement Trees Required
<del>6 inches</del>	<del>2</del>
Greater than <del>6 inches</del> to <del>9-ten</del> inches	<del>3</del> <u>6</u>
Greater than <del>9-ten inches</del> to <del>12-20</del> inches	<del>4</del> <u>8</u>
Greater than <del>12-20 inches</del> to <del>16-30</del> inches	<del>5</del> <u>10</u>
Greater than <del>16-30 inches</del>	<del>6</del> <u>12</u>

Replacement trees shall be replanted with trees as follows:

Table 21.72.100A110B Replacement Tree Size	
Type	Size
Deciduous	<del>3 inches in diameter at breast height (d.b.h.)</del> <u>2-1/2 inch caliper</u>
Evergreen	<del>12-6</del> feet in height

3. Remedial measures must be completed within the time frame specified by the Administrator.
  4. The cost of any remedial measures necessary to correct violation(s) of this chapter shall be borne by the property owner and/or ~~applicant~~ any other person(s) who violates these provisions. Upon the applicant's failure to implement required remedial measures, the Administrator may redeem all or any portion of any security submitted by the applicant to implement such remedial measures, pursuant to the provisions of RZC 21.76.090.F, *Performance Assurance*.
- C. **Penalties.** The Administrator ~~may impose a penalty~~ shall establish a tree value of up to \$3,000 per for each tree for removal of or damage to significant and landmark trees removed or damaged in violation of this chapter. This amount shall be based upon appraised tree value per industry standard trunk formula method in the edition of "Guide for Plant Appraisal" published by the International Society of Arboriculture, or its successor entity, that is current at the time of the violation. The City shall take the average of three separate signed appraised values submitted by arborists on the applicant's behalf. The penalty amount shall be tripled for contractors working on behalf of a property owner and may include but not be limited to tree removal and gridding contractors and arborists. Violations of this chapter shall be enforced through RMC 1.14, *Enforcement and Penalties*.

## **21.72.110-120 Maintenance**

- A. All required replacement trees and relocated trees shown on an approved permit shall be maintained in healthy condition by the property owner throughout the life-required bonding period of the project, unless otherwise approved by the Administrator in a subsequent permit. Applicants proposing tree removal and replacement shall post the required bonds per RZC 21.76.090.F.4.
- B. **Cutting and Pruning.**
  1. Protected trees shall not be topped. Topping of trees shall be considered tree removal and shall be subject to remediation. This does not include pruning fruit trees to encourage the production of fruit.
  2. Street trees maintained by the City as part of the Street Tree Program shall be cut or pruned only under the supervision of the City ~~of Redmond Parks Department~~. Tree removal permits are required for street trees. All other street trees are governed under Section 21.32.090, *Street Trees* and RMC Chapter 6.12, *Noxious Weed Control and Tree Regulations*.
  3. Pruning and maintenance of protected trees shall be consistent with best management practices in the field of arboriculture and further the long-term health of the tree.
  4. Excessive pruning shall not be allowed ~~unless necessary to protect life and property~~ as it often results in new growth that has a weaker connection and is more likely to fail in the future. Excessive pruning resulting in a tree die-off shall be considered tree removal and shall be subject to remediation as described in this section.

## RELEVANT TREE DEFINITIONS FROM RZC 21.78

**Bark.** The protective outer covering of branches and stems that arises from the cork cambium.

**Bracing.** Installation of rods through portions of a tree for supplemental structural support.

**Caliper.** American Nursery and Landscape Association standard for measurement of trunk size of nursery stock. The diameter of the tree trunk measured at six inches above the ground for trees up to and including four-inch caliper size and twelve inches above the ground for larger trees.

**Calipers.** Instrument used to measure trunk size.

**Certified Arborist.** A person ~~or firm~~ with specialized training and knowledge of the horticultural requirements of trees, certified by the International Society of Arboriculture ~~or the National Arborist Association.~~

**Critical Root Zone.** The area of soil around a tree where the minimum number of roots considered critical to the structural stability or health of the tree are located. Defined as the tree canopy plus five feet.

**Dead Tree.** A tree that is no longer alive but is still standing.

**Declining Tree.** When a tree gradually loses vigor as displayed by poor growth, dieback of twigs and branches, early leaf drop for deciduous trees, and other signs of disease or environmental stress.

**Diameter at Breast Height.** The diameter of any tree trunk, measured at four and one-half feet above average grade. For species of trees whose normal growth habit is characterized by multiple stems (e.g., hazelnut, vine maple), diameter shall mean the average diameter of all stems of the tree, measured at a point six inches from the point where the stems digress from the main trunk. In no case shall a branch more than six inches above average grade be considered a stem. (SMP)

**Diseased Tree.** A tree with sustained and progressive impairment of the structure or function of the tree, caused by biotic or abiotic agents.

**Drip Line.** An area encircling the base of a tree, the minimum extent of which is delineated by a vertical line extending from the outer limit of a tree's branch tips down to the ground.

**Girdling.** Restriction or destruction of the vascular system within a root, stem, or branch that causes an inhibition of the flow of water and photosynthates.

**Hazardous Tree.** A tree that ~~is dead, or~~ is so affected by a significant structural defect or disease, that falling or failure appears imminent, or a tree that impedes safe vision or traffic flow, or that otherwise currently poses a threat to life or property.

**Impacted Tree.** A tree that is not being removed but which will have grading or construction within the critical root zone. An impacted tree is counted as a removed tree due to the inability to guarantee the tree and root system's health and viability. Impacted trees do not count towards the 35% significant tree retention requirement.

**Injured Tree.** A tree that is wounded and the tissue is not repaired and does not heal.

**Landmark Tree.** Any healthy tree ~~over~~ thirty inches or greater in diameter at breast height.

**Native Growth Protection Area (NGPA).** An area where native vegetation is preserved for the purpose of preventing harm to property and the environment, including but not limited to providing open space, maintaining wildlife corridors, maintaining slope stability, controlling runoff and erosion, and/or any other purpose designated by approval.

**Native Growth Protection Easement (NGPE).** An easement where native vegetation is preserved for the purpose of preventing harm to property and the environment, including but not limited to providing open space, maintaining wildlife corridors, maintaining slope stability, controlling runoff and erosion, and/or any other purpose designated by approval.

**Native Vegetation.** Those plants which are indigenous to the coastal Pacific Northwest. It does not include lawns, but does include native grasses, such as bunchgrass. (Resource for identifying native plants: Pojar, Jim and MacKinnon, Andy. Plants of the Pacific Northwest Coast: Washington, Oregon, British Columbia and Alaska. Redmond, WA: Lone Pine Publishing, 1994). (SMP)

**Pruning.** Selective removal of branches or roots to improve tree health, reduce risk or removal of dead wood.

**Retained Tree.** A tree that is remaining and which no construction or grading will take place within the tree's critical root zone. Also referred to as Saved Tree.

**Removal.** Removal of a tree(s) or vegetation, through either direct or indirect actions, including but not limited to clearing, cutting, causing irreversible damage to roots or trunks; poisoning; destroying the structural integrity; and/or any filling, excavation, grading, or trenching in the ~~drip line area~~ critical root zone of a tree which has the potential to cause irreversible damage to the tree, or relocation of an existing tree to a new planting location.

**Significant Tree.** Any healthy tree six inches in diameter at breast height (d.b.h.), or any tree four inches in diameter at breast height (d.b.h.) that, after considering its age, height, value, or

function, the tree or tree stand is determined to be significant. (SMP). This term also applies Citywide. [This does not include trees identified on the King County Noxious Weed List.](#)

**Snag.** An upright, [dead or dying](#) stump or trunk of a tree that provides habitat for a broad range of wildlife, from beetle larvae (and the birds such as woodpeckers that feed upon them) to dens for raccoons. (SMP)

**Three Tier Vegetative Plan.** A landscape plan prepared or approved by a certified landscape architect, certified nurseryman, or certified landscaper that includes groundcover, understory plantings, and trees.

**[Topping.](#)** [Cutting the branches and/or leader of a tree in a manner that destroys the existing symmetrical appearance or natural structure of the tree and involves the removal of main lateral branches and leaving the trunk of the tree or major branches of the tree with a stub appearance.](#) [This does not include pruning fruit trees to encourage the production of fruit.](#)

**Tree.** A self-supporting woody plant characterized by one main trunk or, for certain species, multiple trunks, with a potential at maturity for a trunk diameter of two inches and potential minimum height of 10 feet.

**Tree, Stand.** A group of three or more trees of any size or species, whose drip lines touch.

**Understory Vegetation.** Small trees, shrubs, and groundcover plants, growing beneath and shaded by a significant tree, which affect and are affected by the soil and hydrology of the area surrounding the significant tree roots.

**1.14.060 Criminal violations and penalties, civil violations and penalties, and other penalties.**

(a) Criminal Violation and Penalty.

(1) Any person who intentionally, knowingly, recklessly, or criminally negligently commits an act which violates (i) this chapter; (ii) any provision listed in RMC Section [1.14.030\(a\)](#), Applicability; (iii) any approval or approval condition granted under any provision listed in RMC Section [1.14.030\(a\)](#), Applicability; or (iv) any orders issued under this chapter shall be guilty of a gross misdemeanor.

(2) Any person who intentionally, knowingly, recklessly, or criminally negligently fails to act when required to do so by (i) this chapter; (ii) any provision listed in RMC Section [1.14.030\(a\)](#), Applicability; (iii) any approval or approval condition granted under any provision listed in RMC Section [1.14.030\(a\)](#), Applicability; or (iv) any orders issued under this chapter shall be guilty of a gross misdemeanor.

(3) Any person convicted of any of the crimes created in RMC Section [1.14.060\(a\)](#), Criminal Violation and Penalty, shall be punished by a fine of not more than \$5,000 and/or imprisonment of not more than one year. In no case shall such a violation be punished by a fine of less than \$250.

(b) Civil Violation and Penalty.

(1) Any person who commits an act which violates (i) any provision listed in RMC Section [1.14.030\(a\)](#), Applicability; (ii) any approval or approval condition granted under any provision listed in RMC Section [1.14.030\(a\)](#), Applicability; or (iii) any orders issued under this chapter shall be subject to a civil penalty not to exceed \$1,000 for each violation. The minimum civil penalty shall be \$100.

(2) Any person who fails to act when required to do so by (i) any provision listed in RMC Section [1.14.030\(a\)](#), Applicability; (ii) any approval or approval condition granted under any provision listed in RMC Section [1.14.030\(a\)](#), Applicability; or (iii) any orders issued under this chapter shall be subject to a civil penalty not to exceed \$1,000 for each violation. The minimum civil penalty shall be \$100.

(3) Notwithstanding paragraphs (1) and (2) above, civil penalties for illegal tree removal may exceed \$1,000. Remediation, including but not limited to tree values, replacement ratios, and performance assurance costs established pursuant to RZC 21.72.110, Enforcement, shall be added to any civil penalties available under this section.



CODE

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON AMENDING ARTICLE IV AND ARTICLE VII OF THE REDMOND ZONING CODE TO IMPLEMENT UPDATES TO RZC 21.72, TREE REGULATIONS AND RZC 21.78, DEFINITIONS; AND AMENDING REDMOND MUNICIPAL CODE CHAPTER 1.14, ENFORCEMENT AND PENALTIES, FOR CONSISTENCY WITH AND TO SUPPLEMENT THE ENFORCEMENT SECTION OF THE TREE REGULATIONS; PROVIDING FOR SEVERABILITY, SAVINGS AND ESTABLISHING AN EFFECTIVE DATE

---

WHEREAS, there has not been a comprehensive review of the City's tree regulations since their adoption in 1998; and

WHEREAS, considerable growth has occurred in the City over this timeframe. There has been a 57% increase in population, 64% increase in housing, and an 85% increase in the number of jobs since 1998; and

WHEREAS, early community outreach and input was critical prior to drafting updated regulations. The City created a Let's Connect webpage which frames the context for the regulatory update, along with supporting documents, and a project schedule. The webpage included a questionnaire that ran from June 27 thru August 10, 2020. In addition, staff held two virtual office hours events in August 2020; and

WHEREAS, trees provide multiple ecosystem services and are a community asset. Trees absorb greenhouse gas emissions. They slow runoff from precipitation, reduce soil erosion, and stabilize and enrich the soil. Trees improve air quality and water quality. They provide varied and rich habitats for wildlife. They moderate the effects of winds and temperatures. Trees provide visual relief and screening buffers, and mask unwanted sound. Trees enhance the economic value of developments. Scientific studies have also shown the public health benefits of trees in improving attention, decreasing asthma and obesity, improving physical and mental health, protecting against ultraviolet rays, and reducing hospital stays. Nationwide studies have monetarily valued trees and documented how trees have saved millions of dollars by reducing stormwater runoff and maintenance costs, improving air quality, and storing and reducing carbon emissions; and

WHEREAS, Redmond Zoning Code (RZC) 21.76 requires that amendments to the Zoning Code be reviewed under the Type VI process. Under this process, the Planning Commission conducts a study session(s), an open record public hearing(s) on the proposed amendment and makes a recommendation to the City Council. The City Council is the decision-making body for this process. The Planning Commission and City Council have subject matter jurisdiction to hear and decide whether to adopt the proposed amendment (RZC 21.76.050.K); and

WHEREAS, the City issued a Determination of Non-Significance (DNS) State Environmental Policy Act (SEPA) threshold for this non-project action on February 10, 2021. The comment period expired on February 24, 2021 and the appeal period expired on March 11, 2021. No comments or appeals were received; and

WHEREAS, the Technical Committee held several robust discussions on the proposed tree regulations at their January 27, 2021, February 3, 2021, February 17, 2021, and August 25, 2021 meetings, ultimately recommending approval to the Planning Commission; and

WHEREAS, the Planning Commission reviewed the Technical Committee's recommendation at their September 29, 2021, October 13, 2021, October 27, 2021, November 10, 2021, December 15, 2021, January 12, 2022, and January 26, 2022 meetings. The Commission held an open public meeting on November 10, 2021. The Commission recommended approval to the City Council; and

WHEREAS, on January 26, 2022, the Planning Commission recommended approval of the amendments to the Redmond Zoning Code, with minor changes to the recommendation of the Technical Committee and transmitted the Planning Commission Report and Recommendation to the City Council; and

WHEREAS, the City Council has reviewed the Planning Commission Report and Recommendation and the criteria set forth in RZC 21.76.070 and desires to adopt the updated tree regulations

(RZC 21.72) and associated definitions (RZC 21.78) with minor changes made by the Council; and

WHEREAS, the City Council desires to amend Redmond Municipal Code Chapter 1.14, Enforcement and Penalties to be complimentary to the RZC 21.72.110, Enforcement, section of the Tree Regulations.

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

Section 1. Findings and Conclusions. After carefully reviewing the record and considering the evidence and arguments in the record and at the public meetings and hearings, the City Council hereby adopts the findings, conclusions, and recommendation, with a minor Council adjustment, contained in the Planning Commission Report approved on January 26, 2022.

Section 2. Amendments to Redmond Zoning Code (RZC) Article IV Environmental Regulations Chapter 21.72 Tree Protection. The provisions of RZC Chapter 21.72, Tree Protection, are amended to read as follows:

**RZC 21.72 TREE REGULATIONS**

21.72.010 Purpose and Intent

- A. The purpose of this chapter is to:
  - 1. Avoid the removal of stands of trees and significant trees in order to maintain the quality of Redmond’s urban environment;
  - 2. Protect stands of trees and significant trees to the maximum extent possible in the design of new buildings, roadways, and utilities;

3. Mitigate the environmental and aesthetic consequences of tree removal in land development through on-site and off-site tree replacement to achieve a goal of no net loss of trees throughout the City of Redmond;
4. Provide measures to protect trees that may be impacted during construction;
5. Support the Tree Canopy Strategic Plan by monitoring canopy changes against a citywide target of 40% coverage over 30 years.
- ~~5-6. Support the Environmental Sustainability Action Plan; and~~
7. Maintain and protect the public health, safety, and general welfare; and.
- ~~6. Preserve the aesthetic, ecological, and economic benefits of forests and tree-covered areas in Redmond, which include:~~

B. The intent of this chapter is to achieve a treed vision for the City through a combination of tree retention and tree replacement compatible with supporting density, housing and jobs in the adopted Community Strategic Plan and Comprehensive Plan.

#### 21.72.020 Benefits and Values of Trees

- A. Trees provide innumerable benefits and values that are woven into the fabric of the community. It is critical to preserve the aesthetic, ecological, and economic benefits of forests and tree-covered areas in Redmond. These benefits include:
- ~~a-1.~~ Providing varied and rich habitats for wildlife;
  - ~~b-2.~~ Absorbing greenhouse gas emissions;
  - ~~e-3.~~ Moderating the effects of winds and temperatures;
  - ~~d-4.~~ Stabilizing and enriching the soil;
  - ~~e-5.~~ Slowing runoff from precipitation and reducing soil erosion;
  - ~~f-6.~~ Improving air quality;
  - ~~g-7.~~ Improving water quality;
  - ~~h-8.~~ Masking unwanted sound;
  - ~~i-9.~~ Providing visual relief and screening buffers;
  - ~~j-10.~~ Providing recreational benefits;
  - ~~k-11.~~ Enhancing the economic value of developments; and
  - ~~l-12.~~ Providing a valuable asset to the community as a whole.

#### ~~21.72.060 Tree Protection Standards~~ 21.72.030 Tree Management

##### A. Tree Impacts, Approach

1. All adverse impacts to significant trees and landmark trees shall be mitigated. Mitigation actions by an applicant or property owner shall occur in the following sequence:

- a. Avoid impacts altogether by not removing trees;
- b. Minimize impacts by retaining as many trees as possible and taking affirmative steps, such as project redesign, to reduce impacts;
- c. Mitigate for the impacts associated with removed and impacted trees by replacing these trees on-site;
- d. Mitigate for the impacts associated with removed and impacted trees by replacing trees off-site;
- e. Compensate for the impact by paying a fee-in-lieu for replacement trees; and
- f. Monitor the success of any mitigation and take remedial action when necessary.

~~A. Tree Protection~~ B. Tree Regulation, In General.

1. In all developments, a minimum of 35 percent of all significant trees shall be ~~retained~~ protected consistent with the sequencing requirements of RZC 21.72.030.A.

2. Street trees within existing developed or undeveloped public rights-of-way are not included as part of the overall protected significant tree count for the purposes of meeting the 35 percent requirement on private property proposed for development.

3. Trees that are located within Native Growth Protection Areas/Easements, ~~critical areas, and their associated buffers as provided in RZC 21.64, Critical Areas, or that have otherwise been designated for protection~~ shall ~~not~~ only be removed if they are deemed to be hazardous pursuant to paragraph 6 below. Exceptions to this standard shall be requested and reviewed in accordance with RZC ~~21.72.090~~ 21.72.100, ~~Exceptions~~ Deviations. Tree removal located in critical areas, (outside of pre-existing NGPEs/NGPAs) as part of an approved mitigation plan shall be regulated under RZC 21.64, Critical Areas Regulations with the exception that the number of replacement trees per RZC 21.72.040.B shall be met.

4. Impacted trees, as defined in RZC 21.78, do not count towards meeting the minimum tree protection requirements of this section. Impacted trees shall be subject to tree replacement requirements contained in RZC 21.72.040.

~~2.~~5. Landmark Trees. Landmark trees shall ~~not be removed unless an exception~~ only be removed through a deviation per RZC 21.72.100 that has been applied for and granted.

~~3.~~6. Hazardous Trees. Hazardous trees ~~or dead trees~~ posing a ~~hazard~~ high or severe risk to structures or public infrastructure, ~~outside of NGPAs, critical areas and buffers,~~ ~~should~~ may be removed ~~and are not considered significant trees~~ through a Tree Removal Permit per RZC 21.72.060 or as part of the land use entitlement process. Hazardous trees require

replacement pursuant to RZC 21.72.040. Hazardous trees physically located within a NGPA/NGPE may not be removed. However, trees within a NGPA/NGPE that are within striking distance of a structure may be snagged to avoid potential damage to the structure and provide habitat benefit. The height of the snag shall be less than the striking distance to the structure. Tree remains after snagging shall be left within the NGPA/NGPE.

7. Trees removed with or without a permit within 24 months prior to submittal of a development application shall be counted towards tree removal totals for that development application.

**B.—C. Site Design Standards. ~~Site improvements shall be designed and constructed to meet the following standards:~~ This code section provides for identification of trees to be designated for protection.**

1. Site improvements shall be designed to protect trees with the following characteristics, functions, or location, with priority given to protection according to the following ~~items~~ hierarchy, arranged from most important to least important:

- a. Existing stands of healthy trees, with an emphasis on landmark trees, healthy long-lived species, native conifers, and other native species;
- b. Trees providing habitat value, such as riparian habitat;
- c. Trees having a significant land stability function;
- d. Trees adjacent to public parks and open space;
- e. Trees within the required yard setbacks or around the site perimeter; and
- f. Trees that ~~have a provide~~ screening ~~function or provide relief from glare, blight, or commercial or industrial harshness~~ between higher and lower intensity zones and land uses.

2. Trees whose trunk extends 50% or more over property lines shall not be identified as a retained tree unless the neighboring property owner grants and records an easement on their property for the retained trees. This is to avoid situations where saved trees are designated in a development only to be negatively impacted/damaged or removed when the neighboring property is developed. Trees whose trunk extends 50% or more over rights-of-way shall not be identified as a retained tree.

3. Avoid conflicts with trees and both underground and overhead utilities.

~~2.—~~4. In considering trees for protection, applicants and the City shall avoid, to the extent known, the selection of trees that may become hazardous because of wind gusts, ~~including~~

~~trees adjacent to utility corridors~~ where falling trees may cause ~~power outages or other~~ damage. Remaining trees may be susceptible to blowdowns because of loss of a buffer from other trees, grade changes affecting the tree health and stability, and/or the presence of buildings in close proximity.

The applicant shall demonstrate in writing how the Site Design Standards 1-4 above have been met.

~~C.~~ D. Grading and Proximity to Structures, Utilities, and Roadways.

1. To ensure that structures, utilities, and roadways are located an adequate distance from the dripline of a protected tree to allow adequate room for construction activities, the construction limit line for a structure, utility, or roadway shall be ~~located~~ no closer than ~~five feet outside of the drip line~~ the critical root zone of a protected tree, subject to the following:

~~2. a. No proposed structure, utility, or roadway shall be located within five feet of the drip line of a protected tree, except where such structure is a raised~~ A deck, bay window, or cantilevered element or otherwise other raised structure above the ground ~~ground's surface so as~~ may be located within the critical root zone of a protected tree provided that element will not ~~to~~ disrupt the tree's roots.

~~3. b. Sidewalks and utilities may be located within the drip line~~ critical root zone of a protected tree, provided that construction methods and materials used will result in minimal disruption of the tree's roots, and that additional measures for tree protection and utility protection are proposed and approved which will ensure the long-term viability of the tree. This shall be documented in a report by a certified arborist.

~~4. The Administrator may allow construction limits or an alteration of grades within five feet of the drip line of a protected tree, provided that the applicant submits an evaluation by a certified arborist which demonstrates that the proposed construction will not reduce the long-term viability of the tree.~~

5. c. The Administrator may require an evaluation by a certified arborist to determine if protective measures should be required beyond ~~five feet of the drip line~~ the critical root zone of a protected tree.

~~D.~~ E. Designation of Protected Trees.

1. The tree protection and replacement plan and any application and permit plans that cover such areas shall show all trees designated for protection. These areas may be shown by labeling



them as "protected trees," "Native Growth Protection Areas," "Native Growth Protection Easements," "critical areas," "critical area buffers," or such other designation as may be approved by the Administrator. Protected ~~vegetation, including~~ trees shall not be modified, harmed, or removed except as provided in this section.

~~2. The Administrator may require that protected trees be permanently preserved within a tract, easement, or other permanent protective mechanism. When required, the location, purpose, and limitation of these protected areas shall be shown on the face of the deed, plat, binding site plan, or similar document, and shall be recorded with the King County Department of Records and Elections or its successor. The recorded document shall include the requirement that the protected areas shall not be removed, amended, or modified without the written approval of the City of Redmond.~~

2. Tree Protection Tracts

a. Tree protection tracts, or other similar mechanisms as deemed appropriate by the Administrator, shall be used to delineate and protect contiguous areas of protected trees.

b. Tree protection tracts shall be recorded on all documents of title or record for affected lots.

c. The City may require that any tree protection tract be held in an undivided interest by each owner of a building lot within the development, with the ownership interest passing with ownership of the lot, or held by an incorporated homeowners' association, or other legal entity which assures the ownership, maintenance, and protection of the tract.

3. Tree Protection Markers and Signs

a. The boundary at the outer edge of the tree protection tract or easement shall be delineated with permanent survey stakes, using iron or concrete markers as established by local survey standards.

b. The boundary at the outer edge shall be identified with temporary signs prior to any site disturbance. The temporary signs shall be replaced with permanent signs prior to occupancy or use of the site. The number and spacing of permanent signs shall be designated by the Planning Department.

4. Notice on Title

a. In order to inform subsequent purchasers of real property of the existence of protected trees, the owner of any property containing a tree protection tract on which a development proposal is submitted shall file a notice with the King County Department of Records and Elections. The notice shall state the presence of protected trees on the

property, of the application of the Tree Regulations to the property, and the fact that limitations on actions in or affecting protected trees may exist. The notice shall run with the land.

- b. The applicant shall submit proof that the notice has been filed for public records before the City approves a building permit or, in the case of subdivision of land or binding site plans, at or before recording.

~~E.~~ F. Incentives for Higher Levels of Tree Protection.

1. The Administrator may grant adjustments to site development standards for developments on which ten or more healthy significant trees per acre exist ~~acre~~, as follows:

- a. Developments that preserve 40 percent or more of the healthy significant and landmark trees shall be entitled to the Administrative Design Flexibility provisions for residential or commercial properties as outlined in RZC 21.76.070.C, *Administrative Design Flexibility*.

- b. Developments that preserve 40 percent or more of the healthy significant and landmark trees shall be entitled to incentives through the Green Building Incentive Program in RZC 21.67 under the Native Vegetation Retention technique pursuant to RZC 21.67.050.C.

~~21.72.080~~ 21.72.040 Tree Replacement

- A. Prior to any tree removal, the applicant shall demonstrate through a tree ~~protection~~ retention and replacement plan, critical area mitigation plan, or other plans acceptable to the Administrator that the tree cannot be retained and tree replacement will meet the minimum standards of this section. If tree retention is not practicable, replacement trees shall be located according to the following hierarchy, arranged from highest priority to lowest priority as follows: on-site, off-site, then fee-in-lieu. Refer to RZC 21.72.040.D and E for locational requirements.

B. Replacement Required.

A significant tree to be removed shall be replaced by ~~one~~ three new trees ~~in accordance with subsection~~ pursuant to paragraph RZC ~~21.72.080.C~~ 21.72.040.C. A significant tree that will be impacted shall be mitigated by planting one new tree pursuant to paragraph RZC 21.72.040.C. Trees that are removed which are classified as landmark shall be replaced by ~~three~~ six new trees ~~in accordance with subsection~~ pursuant to paragraph RZC ~~21.72.080.C~~ 21.72.040.C. A landmark tree that will be impacted shall be mitigated by planting three new trees pursuant to paragraph RZC 21.72.040.C. Hazardous trees shall be replaced

by one new tree pursuant to paragraph RZC 21.72.040.C. No tree replacement is required~~in the following cases:~~

- ~~1. The~~ when the tree is hazardous ~~dead, diseased, injured, or in a declining condition with no reasonable assurance of regaining vigor~~ provided documentation is accepted and approved by the City regarding the tree condition and the City concurs.
- ~~2. The tree is proposed to be relocated to another suitable planting site, provided that relocation complies with the standards in this section.~~

Trees impacted or removed as part of an approved critical areas mitigation plan do not require a separate tree replacement plan. Trees removed or impacted within a critical area shall be mitigated in accordance with an approved critical areas mitigation plan with the exception that the number of replacement trees per this section shall be met.

### C. Replacement Specifications.

1. Minimum sizes for replacement trees shall be:
  - a. Two-and-one-half-inch caliper for deciduous trees; and
  - b. Six feet in height for evergreen trees.
2. The Administrator may consider smaller-sized replacement trees if:
  - a. The applicant is a single-family homeowner applying for a tree removal permit and the homeowner will plant the replacement tree(s) versus hiring a contractor. In this case, the homeowner may request a waiver as part of the tree removal permit to have the size at installation of a deciduous replacement tree reduced to five-to-ten-gallon sized trees. There is no waiver for size at installation for evergreen trees; or
  - ~~2. b. the~~ The applicant can demonstrate that smaller trees are more suited to the species, the site conditions, and the purposes of this section, and that such trees will be planted in sufficient quantities to meet the intent of this section. This is particularly relevant for trees that are removed in a critical area as part of an approved critical areas mitigation plan. At a minimum, species size at installation shall be consistent with RZC Appendix A, Subsection G, Stream and Wetland Mitigation Plans.
3. Replacement trees shall be primarily native species in order to restore and enhance the site as nearly as practicable to its predevelopment character ~~condition.~~ Native species shall be consistent with the definition of Native Vegetation in RZC 21.78. Coniferous trees removed shall be replaced with coniferous trees. Deciduous trees removed may be

replaced with either coniferous or deciduous trees. Additionally, a mix of slow-, medium-, and fast-growing replacement trees should be included in order to achieve both an early and long-lasting tree canopy. However, if an ornamental tree has been removed through a tree removal permit, it may be replaced with an ornamental tree.

4. The condition of replacement trees shall be healthy and meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock as noted in American National Standards Institute (ANSI) Nursery Stock Standards by AmericanHort, 2014 or as amended.

5. Installation.

a. Installation of required replacement trees shall be in accordance with best management practices for landscaping which ensure the tree's long-term health and survival.

b. All required tree replacement and other required mitigation shall be bonded per RZC 21.76.090.F.4 or completed prior to issuance of a building permit.

D. Location for Tree Replacement - On-Site. Replacement trees shall be planted on the site from which significant trees are removed unless the Administrator accepts one or more of the alternatives set forth in subsection RZC ~~21.72.080.E~~ 21.72.040.E of this section.

E. Location for Tree Replacement - Alternatives.

1. General. When on-site replacement cannot be achieved, the Administrator ~~may consider~~ approve the following alternatives. The applicant shall include a written narrative demonstrating why tree replacement cannot be accommodated on-site and a discussion of the rationale for consideration of one of the alternatives set forth below. Criteria that must be contained in the narrative includes:

a. Tree density;

b. Existing plant competition;

c. Tree species characteristics;

d. Planting site conditions such as drainage, soil compaction, amount of light, slope, and space; and

e. Any other factors that demonstrate there is no space on site trees can be planted where they can grow to maturity unimpeded.

~~1.~~ 2. Off-Site Tree Replacement.

a. The number of replacement trees shall be the same as described in subsection RZC ~~21.72.080.B~~ 21.72.040.B of this section, *Replacement Required*. Replacement costs (material plus labor) shall be at the applicant's expense.

- b. Allowable sites for receiving off-site replacement plantings.
    - i. City- or county-owned parks within the City, open space areas, Native Growth Protection Areas (NGPA)/Native Growth Protection Easements (NGPE) or river and stream corridors within Redmond city limits, or lands controlled by the City. Priority is given to sites identified in the Tree Canopy Strategic Plan.
    - ii. Private open space which is permanently protected and maintained, such as a Native Growth Protection Area (NGPA)/Native Growth Protection Easement (NGPE).
    - iii. Tree mitigation bank.
  - c. All trees to be replaced off-site shall meet the replacement standards of this section.
- ~~2.~~3. **Tree Replacement Fee.** A fee-in-lieu of tree replacement may be allowed, subject to approval by the Administrator ~~after careful consideration of all other options~~ if the applicant can demonstrate in writing why replacement trees cannot be accommodated on-site and why off-site tree replacement is not practicable. A tree replacement fee shall be required for each replacement tree required but not planted on the application site or an off-site location.
- a. The amount of the fee shall be the tree base fee times the number of trees necessary to satisfy the tree replacement requirements of this section. The tree base fee shall cover the cost of tree, installation (labor and equipment), maintenance for two years, and fund administration. The tree base fee for each significant replacement tree shall be \$500. The tree base fee for each landmark replacement tree shall be \$2,000. These fees shall be adjusted periodically for inflation.
  - b. The fee shall be paid to the City prior to the issuance of a tree removal permit or construction drawing approval for development proposals.
  - c. Fees collected under this subsection shall be expended only for the planting of new trees in City-owned parks, open spaces, a tree mitigation bank, or ~~rights-of-way~~ sites identified in the City's Tree Canopy Strategic Plan.
- ~~3. Landscape Restoration. Where appropriate, the Administrator may consider other measures designed to mitigate the loss of trees by restoring all or parts of the forest landscape and its associated benefits. Measures may include, but are not limited to:~~
- ~~a. Creation of wildlife snags from trees which would otherwise be removed;~~

- ~~b. Replacement of certain ornamental trees with native shrubs and groundcover;~~
- ~~c. Replacement of hazardous or short-lived trees with healthy new trees more likely to survive;~~
- ~~d. Daylighting and restoration of stream corridors with native vegetation; and~~
- ~~e. Protection of nonsignificant trees to provide for the successional stages of forest development.~~

F. Tree Replacement Guidelines and Requirements.

1. When individual trees or tree stands are protected, replacement trees should be planted to reestablish or enhance tree clusters where they previously existed;
2. Where possible, replacement trees should be planted within critical areas or buffers, provided that the proposed planting conforms to the requirements for mitigation of critical areas in RZC 21.64, *Critical Areas*. Replacement trees may be planted within an existing NGPA/NGPE, where the Administrator determines that such planting enhances and complements existing vegetation and environmental functions;
3. Replacement trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements;
4. Replacement trees shall be located away from areas where damage is likely or infrastructure integrity is compromised, based on the standards in RZC ~~21.72.060.C~~ 21.72.030.D, *Grading and Proximity to Structures, Utilities, and Roadways*;
5. Replacement trees shall be located to provide screening of the development from adjacent properties, where appropriate;
6. Replacement trees shall be planted in areas that connect or are adjacent to Native Growth Protection Areas/Easements or other open space, where appropriate; and
7. Replacement trees shall be integrated into the required landscape plans, if any, for a development; ~~and~~.
- ~~8. Replacement trees to be planted next to or under power lines shall be selected with consideration of the trees' maturation and maintenance requirements.~~

~~G. Relocation of Trees.~~

- ~~1. Trees designated as significant may be relocated to a new location on the property under the direction of a certified arborist;~~
- ~~2. With written permission, significant trees may be relocated to another private property or City-owned property under the direction of a certified arborist;~~
- ~~3. Relocated trees, meeting the standards above, shall count toward the host property's 35 percent tree retention~~

~~requirement; and~~

- ~~4. Trees relocated to an off-site property shall be exempt from requirements for tree retention plans, recording, bonding, or other assurances.~~

#### ~~H. Supplemental Standards for the Marymoor Design District.~~

- ~~1. Intent. The intent of these supplemental standards is to focus tree preservation and replacement on increasing long-term, healthy tree canopy throughout the Design District. Increasing tree canopy supports the subarea stormwater management strategy and urban design objectives, and contributes to Redmond's overall green character.~~

- ~~2. Applicability. The standards in this subsection apply only to the Marymoor Design District and supplement other standards in this chapter. Where a conflict exists between this subsection and other parts of this chapter, this subsection shall control.~~

- ~~3. Tree canopy. Protected trees, replacement trees and trees in the adjacent public right-of-way must together provide a tree canopy covering 15 percent of the site area within 10 years of site redevelopment, regardless of how many replacement trees are required to achieve the canopy requirement. To comply with this standard the applicant must present a statement and analysis from a certified landscape architect or arborist demonstrating that the plan will meet this standard. If the number of replacement trees required to achieve the canopy requirement is less than would otherwise be required, the applicant shall have the option to plant at least half of the difference, contribute at least half of the difference to the tree replacement fund, or a combination of the two.~~

- ~~2. Replacement specifications.~~

- ~~a. Evergreen trees shall constitute at least 25 percent of protected and replacement trees combined.~~

- ~~b. Replacement trees shall be a mix of slow- (up to six inches/year), medium- (6-18 inches/year) and fast-growing (more than 18 inches/year) species in order to achieve both early and long-lasting canopy. Slow-, medium- and fast-growing replacement trees shall each constitute at least 25% of the total number of replacement trees.~~

- ~~c. Replacement trees shall be located so as to maximize their long-term health and growth potential, such as by locating them in large planted areas.~~

- ~~d. Trees with broad canopies should be located farther from buildings and other structures with which they could conflict, while more columnar trees are more appropriate closer to buildings and other structures.~~

- ~~3. Relocation of trees. To encourage on-site relocation and~~

~~replacement of trees:~~

- ~~a. Trees relocated to an off-site property shall not count toward tree retention calculations; and~~
- ~~b. Trees replaced using the fee-in-lieu program shall be replaced at a three-to-one (3:1) ratio.~~

~~21.72.070~~ 21.72.050 On-Site Tree Protection Measures

A. Tree Protection Measures. To ensure long-term viability of trees and stands identified for protection, permit plans and construction activities shall comply with the following minimum required tree protection:

1. All minimum required tree protection measures shall be shown on the approved tree protection and replacement plan.
2. All construction activities, including staging and traffic areas, shall be prohibited within ~~five feet of the drip line~~ the critical root zone of protected trees.
3. Tree protection barriers shall be installed ~~five feet of the drip line~~ outside of the critical root zone of significant retained trees to be protected prior to any land disturbance. The location of these barriers shall be confirmed in the field by city staff prior to commencing site construction.
4. Tree protection barriers shall ~~be a minimum of four feet high, constructed of chain link, or polyethylene laminar safety fencing or similar material, subject to approval by the Administrator~~ meet the City's standard detail.
5. ~~On large or multiple project sites, the Administrator may also require that signs requesting~~ Signs requiring subcontractor cooperation and compliance with tree protection standards shall be posted at site entrances and visible for the duration of the project.

~~5-6.~~ 6. Where tree protection areas are remote from areas of land disturbance, and where approved by the Administrator, alternative forms of tree protection may be used in lieu of tree protection barriers, provided that protected trees are completely surrounded with continuous rope or flagging and are accompanied by "Tree Save Area - Keep Out" signs.

B. Preventative Measures. In addition to the above minimum on-site tree protection measures, the applicant shall support tree protection efforts by employing, as appropriate, the following preventative measures, consistent with best management practices for maintaining the health of the tree. These measures shall be employed consistent with RZC Table 21.76.090, Performance and Warranty Assurances.

1. Pruning of visible deadwood on trees to be protected or relocated;



2. Application of fertilizer to enhance the vigor of stressed trees;
3. Use of soil amendments and soil aeration in tree protection and planting areas;
4. Mulching over tree drip line areas; and
5. Ensuring proper water availability during and immediately after construction.

C. Alternative Methods. The Administrator may approve the use of alternative tree protection ~~techniques~~ methods if the following criteria are met:

1. The method is recommended by a certified arborist with documentation that demonstrates how the proposal will achieve a superior outcome and meet the objectives of RZC 21.72.010, Purpose and Intent; and
2. The applicant can demonstrate that direct compliance with the regulations cannot be achieved without limiting reasonable use of the sitea protected tree will be protected to an equal or greater degree than through the techniques listed above.

~~21.72.020 Permits Required~~ 21.72.060 Permitting Approach

A. Permit Required. Except as provided in RCZ ~~21.72.030~~ 21.72.070, Exemptions, any person who desires to cut down or remove any significant tree, hazardous tree, or any stand of trees, or who desires to conduct grading activities on a site that will result in the removal of significant or hazardous trees, must first obtain a permit to do so from the Administrators provided in this section. Landmark trees hold special status and requests for their removal is governed under RZC 21.72.100, Deviations. Tree topping is not permitted and shall be considered removal of a tree. This does not include pruning of fruit trees to encourage the production of fruit. Tree removal associated with a development proposal shall follow the tree protection standards set forth in RZC 21.72.030.

B. Developed Single-Family Lots. The ~~owners~~ owner of a developed single-family ~~lots~~ lot must obtain a permit prior to removing any significant tree located on the lot and significant trees shall be replaced as provided in RZC 21.72.040. Trees may be removed as follows:

Lots up to 10,000 square feet:	Up to 2 significant trees may be removed per <del>year</del> <u>365 days.</u>
Lots 10,001 square feet to 20,000 square feet:	Up to 4 significant trees may be removed per <del>year</del> <u>365 days.</u>

Lots 20,001 square feet to 30,000 square feet:	Up to 6 significant trees may be removed per <del>year</del> 365 days.
Lots 30,001 square feet and greater:	Up to 8 significant trees may be removed per <del>year</del> 365 days.

~~Provided that trees~~ Trees previously designated for protection or located within a Native Growth Protection Area (NGPA) or Native Growth Protection Easement (NGPE) may not be removed unless they are determined to be hazardous. Exceptions to this standard shall be required and reviewed in accordance with RZC 21.72.100, Deviations. If deemed hazardous, these trees shall be snagged to provide habitat benefit. The height of the snag shall be less than the striking distance to structures. Tree remains after snagging shall be left within the NGPA/NGPE. Hazardous, and dead, ~~or otherwise dangerous~~ trees are not included in the limits ~~established by this section~~ on number of trees that may be removed pursuant to this paragraph. ~~The Administrator may approve the removal of more trees in a given year than set forth above if the remaining trees would pose a hazard to life or property.~~ Documentation that the subject tree is dead must be provided to the City for concurrence. Replacement trees shall be planted for each significant tree and hazardous tree removed pursuant to RZC 21.72.040, *Tree Replacement*.

- C. Other Developed Lots. The owners of all other developed commercial, industrial, or multifamily lots must obtain a permit prior to removing any significant tree located on the lot. Permits ~~shall~~ may be granted for the removal of no more than five significant trees per acre per ~~year~~ 365 days for the purposes of (a) thinning a heavily wooded area where remaining trees may benefit from the thinning and the site's forested look, value, or function is maintained, or (b) maintaining the site's landscaped areas. Trees previously designated ~~for protection~~ as a protected tree or located within a Native Growth Protection Area or Native Growth Protection Easement may not be removed. Exceptions to this standard shall be requested and reviewed in accordance with RZC 21.72.100, Deviations. Trees physically located within a NGPA/NGPE that are determined to be hazardous and pose a high or severe risk to nearby structures or public infrastructure located outside of the NGPA/NGPA may be snagged upon securing a Tree Removal Permit with the City pursuant to RZC 21.72.030. The height of the snag shall be less than the striking distance of a structure. Tree remains after snagging shall be left within the NGPA/NGPE. Hazardous, and dead, ~~or otherwise dangerous~~ trees are not

included in the limits established by this ~~section~~ paragraph. ~~However, document~~ Documentation that the subject tree is dead must be provided to the City for concurrence. Replacement trees shall be planted for each significant tree and each hazardous tree removed pursuant to RZC ~~21.72.080~~ 21.72.040, *Tree Replacement*.

- D. Undeveloped Lots Not Under Land Use Permit Review. The ~~owners~~ owner of an undeveloped ~~lots~~ lot for which no land use application is pending must obtain a permit prior to removing any significant tree(s) or stands of trees on the lot. Removal of 11 or more significant trees requires clearing and grading approval, in accordance with RMC Chapter 15.24, *Clearing, Grading and Stormwater Management*. Tree removal under this category is subject to tree retention standards set forth in RZC 21.72.030 and tree replacement standards set forth in RZC 21.72.040. Trees removed within two calendar years prior to the submittal of a complete development application shall be counted towards tree removal totals for the development application.
- E. Undeveloped Lots for Which Land Use Permit Applications Are Pending. When tree removal is planned in conjunction with the construction of a new or expanded site or building, no separate tree removal permit is required, ~~but the tree~~. Tree protection and replacement standards of this chapter will shall be applied to the land use and civil construction permit application applications in addition to the other criteria found in this code.
- F. Forest Practices Permittees. Permittees under Class IV - General forest practice permits issued by the Washington State Department of Natural Resources (DNR) for the conversion of forested sites to developed sites are also required to obtain a tree removal permit from the City. For all other forest practice permits (Class II, III, IV - special permit) issued by DNR for the purpose of commercial timber operations, no land use permits will be issued for six years following tree removal.
- G. Archaeological Sites. Known archaeological sites are not to be disturbed, including tree root removal, unless authorized by the State Department of Archaeology and Historic Preservation (DAHP) via a special permit, per RZC 21.30.070 and RCW 27.53.060.
- H. Capital Improvements Projects. Construction of Capital Improvement Projects (CIPs), other than public transportation

and public utility systems, shall meet the requirements of these tree regulations. The project limit for a CIP can be either the fee-simple lot or the area of disturbance. The project limit shall be mutually agreed upon by the Administrator and the CIP project manager. For Capital Improvement Projects that do not require a land use entitlement, tree regulations compliance shall be demonstrated during the Civil Construction Drawing review process. Capital Improvement Projects that support habitat projects/activities shall be allowed to remove trees in critical areas consistent with an approved habitat restoration plan or rehabilitation plan. These habitat improvement projects shall follow the criteria in RZC 21.64, Critical Areas Regulations. These projects are subject to tree replacement per RZC 21.72.040.

I. Public Transportation and Public Utility Systems. Construction of public transportation and public utility systems shall protect significant trees to the maximum extent practicable, while still ensuring the efficient development of the applicable system. The project limit shall be mutually agreed upon by the Administrator and the CIP project manager. For public transportation and public utility systems that do not require a land use entitlement, tree regulations compliance shall be demonstrated during the Civil Construction Drawing review process. These projects are subject to tree replacement per RZC 21.72.040.

J. Maintenance of Infrastructure. Maintenance activities on infrastructure shall protect significant trees to the maximum extent practicable, while still ensuring safe operations. Tree removal undertaken as part of routine infrastructure maintenance shall be consistent with an applicable programmatic approval or shall require an over-the-counter Tree Removal Permit for the purposes of tree removal tracking and replacement.

~~21.72.030~~ 21.72.070 Exemptions

A. The following activities are exempt from obtaining a permit under this chapter:

1. Emergency activities necessary to remedy an immediate threat to public health, safety, or welfare. In the event of an emergency, City staff shall be immediately notified. Once the immediate threat has been addressed, a post removal permit will be issued and tree replacement shall occur per RZC 21.72.040, Tree Replacement.
2. Routine maintenance of trees necessary to maintain the health

of cultivated plants, to contain noxious weeds, or to remedy a potential fire or health hazard, or threat to public safety. Routine maintenance does not include the removal of significant trees.

~~3 Removal of trees in easements and rights-of-way for the purposes of constructing public streets and utilities. Protection of trees shall be a major factor in the location, design, construction, and maintenance of streets and utilities. These improvements are subject to the purpose and intent of this division. Removal of significant trees shall be mitigated with on-site or off-site tree replacement as set forth in the requirements of RZC 21.72.080, Tree Replacement.~~

3. Removal of dead trees. Documentation that the subject tree is dead must be provided to the City for concurrence. The Administrator may require assessment from a certified arborist.

B. Nothing in this section shall be interpreted to allow the removal of trees or other vegetation within critical areas or critical area buffers, where prohibited under RZC 21.64, Critical Areas, or in Native Growth Protection Areas or Native Growth Protection Easements. Exceptions to this standard shall be requested and reviewed in accordance with RZC 21.72.100, Deviations. Trees that are determined to be hazardous and threaten nearby structures outside of the NGPA/NGPE may be snagged upon consultation with and approval by the City per RZC 21.72.030.B and RZC 21.72.060. Tree remains after snagging shall be left within the NGPE/NGPA. Tree removal located in critical areas outside of pre-existing NGPEs/NGPAs as part of an approved mitigation plan shall be regulated under RZC 21.64, Critical Areas Regulations, with the exception that the number of replacement trees per RZC 21.72.040.B shall be met.

C. Nothing in this section shall be interpreted to allow tree root removal on known archaeological sites unless authorized by the State Department of Archaeology and Historic Preservation via a special permit, per RZC 21.30.070 and RCW 27.53.060.

#### ~~21.72.040~~ 21.72.080 Application Requirements

The Administrator shall specify application submittal requirements, including the type of plans, level of detail and numbers of copies to be submitted. ~~An application~~ If applicable, a tree removal permit fee shall be paid at the time of application in an amount established in the City's fee schedule.

~~21.72.050~~ 21.72.090 Permit Review Criteria

A. Review Criteria. The Administrator shall review all tree removal permit applications and may approve the permit, or approve the permit with conditions, provided that the application demonstrates compliance with the criteria below:

1. The proposal complies with RZC ~~21.72.060~~ 21.72.030, ~~Tree Protection Standards~~ Management, and RZC ~~21.72.080~~ 21.72.040, ~~Tree Replacement~~, or has been granted ~~an exception~~ a deviation pursuant to RZC ~~21.72.090~~ Exceptions ~~21.72.100~~, Deviations.
2. All bonds or other assurance devices required per RZC 21.76.090.F, *Performance Assurance*, are posted with the City.

B. Professional Evaluation. In determining whether a tree removal permit is to be approved, denied or conditioned, the Administrator may require the submittal of a professional evaluation and/or a tree protection plan prepared by a certified arborist, where the Administrator deems such services necessary to demonstrate compliance with the standards of this chapter. Such professional evaluation(s) and services ~~may include~~ shall adhere to the Tree Analysis Report Requirements pursuant to RZC Appendix 10.

- ~~1. Providing a written evaluation of the anticipated effects of proposed construction on the viability of trees on a site;~~
- ~~2. Providing a hazardous tree assessment;~~
- ~~3. Developing plans for, supervising, and/or monitoring implementation of any required tree protection or replacement measures; and/or~~
- ~~4. Conducting a post-construction inspection and evaluation.~~

~~B.~~C. Conditions of Approval. The Administrator may specify conditions for work, at any stage of the application or project as ~~he/she deems~~ deemed necessary to ensure the proposal's compliance with requirements of this ~~division~~ section, the Critical Areas regulations, clearing, grading and stormwater Clearing, Grading, and Stormwater Management regulations, or to protect public or private property. These conditions may include, but are not limited to, hours or seasons within which work may be conducted, or specific work methods.

~~21.72.090~~ Exceptions ~~21.72.100~~ Deviations

A. ~~Exceptions~~ Deviations Authorized. Where exceptional conditions exist that prevent full compliance with RZC ~~21.72.060~~ 21.72.030, ~~Tree Protection Standards Management~~, and/or RZC ~~21.72.080~~ 21.72.040, ~~Tree Replacement~~, the applicant may request ~~an exception~~ a deviation. A request for any ~~exception~~ deviation shall be submitted in writing by the property owner or applicant for consideration by the Administrator and shall accompany the application for a permit reviewed under this section. The written request shall fully state all substantiating facts and evidence pertinent to the ~~exception~~ deviation request, include supporting maps or plans, and explicitly address the deviation criteria below. The Administrator may also require the recommendation of a certified arborist in reviewing ~~an exception~~ a deviation request.

A deviation request is required for each tree requested to be removed below the 35% tree retention threshold and any tree classified as landmark requested to be removed. The applicant shall demonstrate in writing how each tree meets the deviation criteria below. Deviations sought in combination with a development application shall be processed concurrent with the development application. Deviations sought for a tree removal permit shall be processed with the tree removal permit.

B. ~~Exception~~ Deviation Criteria. ~~An exception shall not~~ A deviation may be granted unless if all the criteria in B.1, B.2, B.3 (if tree is in a NGPE/NGPA), and B.4, and B-5 of this subsection are satisfied:

1. The ~~exception~~ deviation is necessary because:
  - a. There are special circumstances related to the size, shape, topography, location, or surroundings of the subject property; or
  - b. Strict compliance with the provisions of this code may jeopardize reasonable use of property; or
  - ~~c. Proposed vegetation removal, replacement, and any mitigating measures proposed are consistent with the purpose and intent of the regulations; or~~
  - ~~d. The granting of the exception or standard reduction will not be detrimental to the public welfare or injurious to other property in the vicinity; or~~
  - ~~e. c.~~ c. The strict compliance with the provisions of this code would ~~be in~~ conflict with the increased density of urban centers or the Marymoor Design District and result in

development that would be inconsistent with the adopted vision for the neighborhood.

~~2. If an exception is granted below the required minimum retention standard of 35 percent, tree replacement shall be at a minimum of three trees for each significant tree removed. Tree replacement ratios may be modified for master plans within urban centers and local centers to allow for 1:1 replacement when accompanied by a three-tier vegetative replacement plan. In the Marymoor Design District, rather than increase the tree replacement ratio, the canopy coverage requirement in RZC 21.72.080.H.3 shall be increased to 20 percent of the site area. When the total number of replacement trees required to meet the canopy requirement is less than the number that would otherwise be required by this paragraph, the applicant shall plant the trees that would otherwise be required on site or contribute the difference to the tree replacement fund, or a combination of the two.~~

2. With the exception of developments in the urban centers or Marymoor Design District, the minimum tree preservation standard shall not go below 35% unless it diminishes or results in no reasonable use of the property.

3. Native Growth Protection Area (NGPA) and Native Growth Protection Easement (NGPE). Significant and landmark trees within an established Native Growth Protection Area or Native Growth Protection Easement shall not be removed, except when removal has its specified purpose:

~~a. To remedy a hazardous tree;~~

~~b. a.~~ To establish a nonmotorized trail as part of a private environmental interpretation program or City of Redmond trail system;

~~c. b.~~ To relocated or consolidate existing trails for the purpose of controlling human impacts to vegetation;

~~d. To stabilize slopes;~~

~~e. c.~~ To add or restore native plants;

~~f. d.~~ To control and replace nonnative vegetation;

~~g. e.~~ To restore degraded watercourses or wetlands; or

~~h. f.~~ To implement a City of Redmond long-term restoration or management plan.

4. Granting of the deviation will not be detrimental to the public and the proposed development is in alignment with the adopted Council Strategic Plan, Mayoral Vision, and Comprehensive Plan.

~~4.~~5. Proposed tree removal, replacement, and any mitigation proposed are consistent with the purpose and intent of this section. This shall be documented in writing by the applicant or landowner.



Tree replacement for projects granted a deviation shall be at a minimum of three trees for each significant tree removed and six trees for each significant tree meeting the classification of landmark tree removed.

~~21.72.100~~ 21.72.110 Enforcement

A. Application. This section shall apply in addition to the provisions of RMC Chapter 1.14, *Enforcement and Penalties*.

B. Remediation. Any person who removes a tree in violation of the conditions of a tree removal permit or in violation of this chapter shall be subject to ~~remedial measures~~ penalties pursuant to this section and the provisions of Chapter 1.14 RMC, *Enforcement and Penalties*. For the purpose of code enforcement, if a tree has been removed and only the stump remains, the size of the tree removed shall be the diameter of the top of the stump. The following provisions shall apply in instances where such remedial measures are required:

1. The applicant shall satisfy the permit provisions as specified in RZC ~~21.72.020 Permits Required~~ 21.72.060, Permitting Approach and may be subject to Delinquent Permit Fees consistent with the provisions of RCM 1.14.060.E.
2. Remedial measures must conform to the purposes and intent of this subsection. In addition, remedial measures must meet the standards specified in RZC ~~21.72.080~~ 21.72.040, Tree Replacement, except that the number of replacement trees for significant trees damaged, destroyed, or removed shall be as follows:

Table <b>21.72.100A</b> 21.72.110A Replacement Tree Requirements	
Size of Removed Tree	Number of Replacement Trees Required
<del>6 inches</del>	<u>2</u>
Greater than <u>6 inches</u> to <del>9</del> <u>ten</u> inches	<u>3-6</u>
Greater than <del>9</del> <u>ten</u> inches to <del>12</del> <u>20</u> inches	<u>4-8</u>
Greater than <del>12</del> <u>20</u> inches to <del>16</del> <u>30</u> inches	<u>5-10</u>
Greater than <u>30 inches</u>	<u>6-12</u>

Replacement trees shall be replanted with trees as follows:

Table <del>21.72.100B</del> 21.72.110B Replacement Tree Size	
Type	Size
Deciduous	<del>3 inches in diameter at breast height (d.b.h.)</del> <u>2-1/2 inch caliper</u>
Evergreen	<del>12</del> <u>6 feet in height</u>

3. Remedial measures must be completed within the time frame specified by the Administrator.
4. The cost of any remedial measures necessary to correct violation(s) of this chapter shall be borne by the property owner and/or ~~applicant~~ any other person(s) who violates these provisions. Upon the applicant's failure to implement required remedial measures, the Administrator may redeem all or any portion of any security submitted by the applicant to implement such remedial measures, pursuant to the provisions of RZC 21.76.090.F, *Performance Assurance*.

C. Penalties. The Administrator ~~may impose a penalty of up to \$3,000 per tree for removal of or damage to~~ shall establish a tree value for each significant ~~trees~~ and landmark tree removed or damaged in violation of this chapter. This amount shall be based upon appraised tree value per industry standard trunk formula method in the edition of "Guide for Plant Appraisal" published by the International Society of Arboriculture, or its successor entity, that is current at the time of the violation. The City shall take the average of three separate signed appraised values submitted by arborists on the applicant's behalf. The penalty amount shall be tripled for contractors working on behalf of a property owner and may include but not be limited to tree removal and grinding contractors and arborists. Violations of this chapter shall be enforced through RMC 1.14, *Enforcement and Penalties*.

~~21.72.110~~ 21.72.120 Maintenance

A. All required replacement trees and relocated trees shown on an approved permit shall be maintained in healthy condition by the property owner throughout the ~~life~~ required bonding period of the project, unless otherwise approved by the Administrator in a subsequent permit. Applicants proposing tree removal and replacement shall post the required bonds per RZC 21.76.090.F.4.

B. Cutting and Pruning.

1. Protected trees shall not be topped. Topping of trees shall be considered tree removal and shall be subject to remediation. This does not include pruning fruit trees to encourage the production of fruit.
2. Street trees maintained by the City as part of the Street Tree Program shall be cut or pruned only under the supervision of the City ~~of Redmond Parks Department~~. Tree removal permits are required for street trees. All other street trees are governed under Section 21.32.090, Street Trees and RMC Chapter 6.12, Noxious Weed Control and Tree Regulations.
3. Pruning and maintenance of protected trees shall be consistent with best management practices in the field of arboriculture and further the long-term health of the tree.
4. Excessive pruning shall not be allowed ~~unless necessary to protect life and property~~ as it often results in new growth that has a weaker connection and is more likely to fail in the future. Excessive pruning resulting in a tree die-off shall be considered tree removal and shall be subject to remediation as described in this section.

Section 3. Amendments to Redmond Zoning Code (RZC)

Article VII Definitions. The provisions of RZC Chapter 21.78, Definitions, are amended to read as follows:

RZC 21.78 B Definitions.

**NEW.** Bark. The protective outer covering of branches and stems that arises from the cork cambium.

**NEW.** Bracing. Installation of rods through portions of a tree for supplemental structural support.

RZC 21.78 C Definitions.

Caliper. American Nursery and Landscape Association standard for measurement of trunk size of nursery stock. The diameter of the tree trunk measured at six inches above the ground for trees up to and including four-inch caliper size and twelve inches above the ground for larger trees.

**NEW.** Calipers. Instrument used to measure trunk size.

Certified Arborist. A person ~~or firm~~ with specialized training and knowledge of the horticultural requirements of trees, certified by the International Society of Arboriculture ~~or the National Arborist Association.~~

**NEW.** Critical Root Zone. The area of soil around a tree where the minimum number of roots considered critical to the structural stability or health of the tree are located. Defined as the tree canopy plus five feet.

RZC 21.78 D Definitions.

**NEW.** Dead Tree. A tree that is no longer alive but is still standing.

**NEW.** Declining Tree. When a tree gradually loses vigor as displayed by poor growth, dieback of twigs and branches, early leaf drop for deciduous trees, and other signs of disease or environmental stress.

**NEW.** Diseased Tree. A tree with sustained and progressive impairment of the structure or function of the tree, caused by biotic or abiotic agents.

RZC 21.78 G Definitions.

**NEW.** Girdling. Restriction or destruction of the vascular system within a root, stem, or branch that causes an inhibition of the flow of water and photosynthates.

RZC 21.78 H Definitions.

Hazardous Tree. A tree that is ~~dead, or~~ so affected by a significant structural defect or disease, that falling or failure appears imminent, or a tree that impedes safe vision or traffic flow, or that otherwise currently poses a threat to life or property.

RZC 21.78 I Definitions.

**NEW.** Impacted Tree. A tree that is not being removed but which will have grading or construction within the critical root zone. An impacted tree is counted as a removed tree due to the inability to guarantee the tree and root system's health and viability.

Impacted trees do not count towards the 35% significant tree retention requirement.

**NEW.** Injured Tree. A tree that is wounded and the tissue is not repaired and does not heal.

RZC 21.78 L Definitions.

Landmark Tree. Any healthy tree ~~over~~ thirty inches or greater in diameter at breast height.

RZC 21.78 N Definitions.

**NEW.** Native Growth Protection Easement (NGPE). An easement where native vegetation is preserved for the purpose of preventing harm to property and the environment, including but not limited to providing open space, maintaining wildlife corridors, maintaining slope stability, controlling runoff and erosion, and/or any other purpose designated by approval.

RZC 21.78 P Definitions.

**NEW.** Pruning. Selective removal of branches or roots to improve tree health, reduce risk or removal of dead wood.

RZC 21.78 R Definitions.

**NEW.** Retained Tree. A tree that is remaining and which no construction or grading will take place within the tree's critical root zone. Also referred to as Saved Tree.

Removal. Removal of a tree(s) or vegetation, through either direct or indirect actions, including but not limited to clearing, cutting, causing irreversible damage to roots or trunks; poisoning; destroying the structural integrity; and/or any filling, excavation, grading, or trenching in the ~~drip line area~~ critical root zone of a tree which has the potential to cause irreversible damage to the tree, or relocation of an existing tree to a new planting location.

RZC 21.78 S Definitions.

Significant Tree. Any healthy tree six inches in diameter at breast height (d.b.h.), or any tree four inches in diameter at breast height (d.b.h.) that, after considering its age, height, value, or function, the tree or tree stand is determined to be significant. (SMP). This term also applies Citywide. This does not include

trees identified on the King County Noxious Weed or Weed of Concern Lists.

Snag. An upright, dead or dying stump or trunk of a tree that provides habitat for a broad range of wildlife, from beetle larvae (and the birds such as woodpeckers that feed upon them) to dens for raccoons. (SMP and citywide)

RZC 21.78 T Definitions.

**NEW.** Topping. Cutting the branches and/or leader of a tree in a manner that destroys the existing symmetrical appearance or natural structure of the tree and involves the removal of main lateral branches and leaving the trunk of the tree or major branches of the tree with a stub appearance. This does not include pruning fruit trees to encourage the production of fruit.

Section 4. Amendments to Redmond Municipal Code (RMC),

Chapter 1.14, Enforcement and Penalties. The provisions of RMC

Chapter 1.14, Enforcement and Penalties, are amended to read as follows:

**1.14.060 Criminal violations and penalties, civil violations and penalties, and other penalties.**

(b) Civil Violation and Penalty.

(1) Any person who commits an act which violates (i) any provision listed in RMC Section 1.14.030(a), Applicability; (ii) any approval or approval condition granted under any provision listed in RMC Section 1.14.030(a), Applicability; or (iii) any orders issued under this chapter shall be subject to a civil penalty not to exceed \$1,000 for each violation. The minimum civil penalty shall be \$100.

(2) Any person who fails to act when required to do so by (i) any provision listed in RMC Section 1.14.030(a), Applicability; (ii) any approval or approval condition granted under any provision listed in RMC Section 1.14.030(a), Applicability; or (iii) any orders issued under this chapter shall be subject to

a civil penalty not to exceed \$1,000 for each violation. The minimum civil penalty shall be \$100.

**(3) Notwithstanding paragraphs (1) and (2) above, civil penalties for illegal tree removal may exceed \$1,000. Remediation, including but not limited to tree values, replacement ratios, and performance assurance costs established pursuant to RZC 21.72.110, Enforcement, shall be added to any civil penalties available under this section.**

Section 5. Transmittal to the Department of Commerce.

Pursuant to RCW 26.70A.106, a copy of this ordinance was transmitted to the Washington State Department of Commerce on January 25, 2021.

Section 6. Applicability. State vesting laws apply.

Land use entitlement projects reviewed and approved by the Technical Committee may adhere to the tree regulations in place at the time of Technical Committee review.

Section 7. Preparation of Final Documents. The

Administration is directed to complete preparation of Redmond Zoning Code documents and Redmond Municipal Code documents, including updates to chapter numbers, correction of any typographical errors, minor stylistic or editorial revisions, general formatting, and including of appropriate graphic and illustrations.

Section 8. Savings. Ordinance No. 1998 shall remain in

force and effective until the effective date of this ordinance.

Section 9.      Severability.      If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 10.      Effective Date.      This ordinance shall take effect five days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Redmond City Council this 7<sup>th</sup> day of June, 2022.

CITY OF REDMOND



\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL D. XANTHOS, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

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



Memorandum

Date: 6/7/2022  
Meeting of: City Council

File No. AM No. 22-082  
Type: Consent Item

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

Public Works	Phil Williams	425-556-2880
--------------	---------------	--------------

DEPARTMENT STAFF:

Public Works	Steve Flude	Deputy Public Works Director
Public Works	Aaron Moldver	Environmental Programs Supervisor
Public Works	Anne Dettelbach	Senior Planner

TITLE:

Adoption of an Ordinance Amending the Redmond Municipal Code Section 15.24, Clearing, Grading, and Storm Water Management:

- a. Ordinance No. 3081: An Ordinance of the City of Redmond, Washington, Amending Chapter 15.24, Clearing, Grading, and Storm Water Management Code of the Redmond Municipal Code to make minor corrections and changes to references, providing for severability and establishing an effective Date

OVERVIEW STATEMENT:

Minor revisions to Redmond Municipal Code (RMC) Section 15.24, Clearing, Grading, and Stormwater Management, are needed to assure continued compliance with the City’s 2019 Municipal Stormwater Permit (Phase II Permit) administered by the Department of Ecology. The revisions provide clarity, ensure consistency among code sections and reference documents, and update references to the appropriate version of Ecology’s Stormwater Management Manual for Western Washington.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- Compliance with relevant plans and policies:  
Community Strategic Plan

Environmental Sustainability Action Plan  
Utilities Strategic Plan

- **Regulatory compliance:**  
Water Pollution Control Act (Washington State)  
Clean Water Act (federal)
- **Council request:**  
NA
- **Other key facts:**  
The city is required to implement updated technical requirements, thresholds, and definitions as set forth in the Phase II permit no later than June 30, 2022. To accomplish this RMC 15.24 must be revised to reference Ecology's 2019 Stormwater Management Manual for Western Washington.

**OUTCOMES:**

RMC 15.24 has a stated purpose to "Safeguard life, property, public health, and general welfare; minimize water quality degradation; prevent excessive sedimentation of or erosion by surface waters; and prevent the creation of public nuisances such as fouling of surface or groundwater". Furthermore, this section is intended "... to reduce impacts from land development; preserve and enhance wildlife habitat in and along surface waters; enhance the aesthetic quality of the area waters; minimize erosion; preserve trees; and preserve natural topographic features."

A clear, concise, and current Clearing, Grading, and Stormwater code supports customers and staff during implementation of stormwater management regulations as applied to public and private development and helps protect public health and environmental resources.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A  
Note: The Redmond Stormwater Technical Notebook is being updated concurrently with the RMC. That effort includes community/stakeholder outreach and involvement opportunities.
- **Outreach methods and results:**  
N/A
- **Feedback summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

This administrative process involves staff time but no additional funding. The minor, non-substantive nature of the recommended amendment focuses on increasing the codes' predictability and assuring compliance with Phase II permit requirements. These changes are anticipated to reduce the cost of preparing and reviewing development proposals.

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

**Budget Offer Number:**  
000214

**Budget Priority:**

Healthy and Sustainable

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

*If yes, explain:*

N/A

**Funding source(s):**

Stormwater Utility rate revenues

**Budget/Funding Constraints:**

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
5/3/2022	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The Phase II permit requires, by June 30, 2022, all permitted jurisdictions to make effective a program that enacts specific minimum requirements, technical thresholds, and definitions originating in Ecology's 2019 Stormwater Management Manual for Western Washington.

**ANTICIPATED RESULT IF NOT APPROVED:**

Failure to adopt specific changes to RMC 15.24 by June 30, 2022, would result in Phase II permit violations. Violations could be subject to legal or enforcement action by the Department of Ecology, the U.S. Environmental Protection Agency, or other third parties.

**ATTACHMENTS:**

Attachment A: RMC 15.24 Amendment

Attachment B: RMC 15.24 Ordinance

Attachment C: Issues Matrix

---

Chapter 15.24 Clearing, Grading, and Stormwater ~~STORM WATER~~  
Management

**15.24.010 Purpose and intent.**

The purpose of the Clearing, Grading, and Stormwater~~STORM WATER~~ Management Code is to: safeguard life, property, public health, and general welfare; minimize water quality degradation; prevent excessive sedimentation of or erosion by surface waters; and prevent the creation of public nuisances such as fouling of surface or groundwater. Furthermore, this section is intended to reduce impacts from land development; preserve and enhance wildlife habitat in and along surface waters; enhance the aesthetic quality of the area waters; minimize erosion; preserve trees; and preserve natural topographic features. These regulations focus on prevention of adverse impacts associated with clearing, grading and storm~~water~~~~WATER~~ activities rather than remediation of adverse impacts after they have occurred.

**15.24.020 Design, construction and maintenance - General requirements.**

A. The design, construction, and maintenance of all clearing, grading and storm~~water~~~~WATER~~ management systems and facilities shall comply with the requirements and design standards contained in all the following documents:

1. This chapter.
2. *Repealed by Ord. 2860.*
3. *Repealed by Ord. 2860.*
4. The Redmond Stormwater~~STORM WATER~~ Technical Notebook, which locally adopts and modifies the Washington State

---

Department of Ecology ~~2019~~<sup>12</sup> Storm~~water~~<sup>water</sup>-WATER Management Manual for Western Washington, ~~AS AMENDED IN DECEMBER 2014~~ ("~~2014~~<sup>2019</sup> SWMMWW" for the remainder of this chapter), or its successor.

5. ~~CITY OF~~ Redmond Standard Specifications and Details.

6. The ~~2014~~<sup>2019</sup> SWMMWW.

B. The Public Works Director shall prepare and shall adopt construction specifications and details, along with design standards ~~AND DETAILS~~ for clearing, grading, and ~~STORM~~ stormwater management, as described in the Redmond Stormwater Technical Notebook. The objective of the standards, details, and specifications shall be to control the quantity and quality of stormwater produced by development and redevelopment in the City to minimize downstream impacts and protect receiving waters. The Public Works Director has the authority to make changes as local conditions warrant. The specifications, design details, Redmond Stormwater Technical Notebook, and any changes shall be made available to the public. A fee set by the Public Works Director may be charged for these documents.

C. In the case of conflicts between the documents listed in subsection A of this section, conflicts shall be resolved by applying the following order of precedence:

1. This chapter;
2. The Redmond Storm~~water~~<sup>water</sup>-WATER Technical Notebook;
3. ~~CITY OF~~ Redmond Standard Specifications and Details;
4. The ~~2014~~<sup>2019</sup> SWMMWW.

---

**15.24.030 Director.**

For the purposes of this chapter only, "Director" shall mean the Director of the Public Works Department or his/her designee.

**15.24.040 Issuance of permits.**

A. Regulated clearing, grading and/or storm~~water~~-~~WATER~~ activity as defined in RMC [15.24.050](#) requires City approval and the issuance of the appropriate permit(s) before initiating any of the regulated activities.

B. Speculative clearing and grading shall be prohibited.

C. For regulated activities, "City approval" means approval of appropriate plans, prepared by the applicant's engineer(s), indicating compliance with the requirements and design standards specified in this chapter under RMC [15.24.020](#). Approval shall be evidenced by the signature of the Public Works Director or designee. Once plans are approved, a permit may be issued by the City. Fees for plan review and permit processing may be charged as established by separate ordinance. Issued permits shall be posted on the construction site at all times when work is underway. To ensure that the actual work in the field conforms with the approved plans, permitted activities shall be inspected by the City during construction.

**15.24.050 Activities requiring permits.**

All clearing, grading or storm~~water~~-~~WATER~~ management construction activities listed below require approved plans and a permit(s). The thresholds are cumulative during a one-year period for any given site.

A. Clearing of 7,000 square feet of land area or more.

---

B. Earthwork of 50 cubic yards or more. This means any activity which moves 50 cubic yards of earth, whether the material is excavated or filled and whether the material is brought into the site, removed from the site, or moved around on the site.

C. Removal of 11 or more **significant** trees. ~~THAT ARE SIX-INCH DIAMETER OR LARGER. THE TREE DIAMETER IS MEASURED FOUR FEET FROM THE GROUND.~~ The removal of 10 or fewer **significant** trees is regulated in Redmond Zoning Code Chapter [21.72](#).

D. Any clearing or grading within a critical area or buffer of a critical area. Critical areas are defined in Redmond Zoning Code Chapter [21.64](#), Critical Areas. Any disturbance to vegetation within critical areas and their corresponding buffers is also regulated by Redmond Zoning Code Chapter [21.64](#), Critical Areas. Note that under this chapter, a clearing/grading permit for work on steep slopes must first comply with RZC 21.76.070(E), Alteration of Geologic Hazard Areas.

E. Any change of the existing grade by four feet or more. This criterion applies to all permanent changes in grade and grade changes for extended periods of time (60 days or longer) located outside structure footprints.

F. Any work within a native growth protection easement or area, a public easement, City-owned tract or City right-of-way. Any clearing, grading or landscaping must be approved by the Department of Public Works prior to construction.

G. The creation or addition of new, replaced or new plus replaced hard surfaces in the amount of 2,000 square feet or more. Hard surfaces include impervious surfaces (defined in RZC [21.78](#)), green roofs and pervious pavement.

H. Any construction of public drainage facilities to be owned or operated by the City.

I. Any construction of private storm drainage pipes 12 inches in diameter or larger.

---



---

J. Any modification of, or construction which affects, a privately owned/operated flow control facility or runoff treatment facility. (Does not include maintenance or repair to the condition defined by previously approved plans.)

**15.24.055 Activities that do not require a clearing, grading, and stormwater ~~WATER~~ permit.**

A. All clearing, grading and storm~~water~~water management construction activities that do not involve any of the thresholds listed above do not require City-approved clearing, grading and storm~~water~~water management plans or a permit, but still must meet the requirements specified in RMC [15.24.020](#).

B. Activities that do not require approved plans or permits must still provide and install sediment and erosion control and pollution prevention BMPs as necessary to protect water quality.

C. The following activities are unregulated by this chapter even if the criteria in RMC [15.24.050](#) are exceeded:

1. Agricultural crop management of existing farmed areas.
2. Cemetery graves involving less than 50 cubic yards of excavation, and related filling per each cemetery plot.
3. Public pavement maintenance such as pothole and square cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regrading drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, pavement preservation activities that do not expand the road prism, and vegetation maintenance.
4. Public underground utility projects that replace the ground surface with in-kind material or materials with similar

---

runoff characteristics are only subject to Minimum Requirement #2, Construction Storm~~water~~~~WATER~~ Pollution Prevention.

**15.24.060 Classification of clearing, grading and storm~~water~~~~WATER~~ management construction activities.**

A. A clearing, grading and storm~~water~~~~WATER~~ management permit may be considered as a component of a building permit or other permit, rather than as a separate permit, if City-approved drawings for such activities are included under the other permit.

B. The Director shall specify what submittal and application materials are required for a complete application, including the type of submittals, the required level of detail, the minimum qualifications of preparers of technical documents, and the number of copies that must be submitted.

C. Clearing, grading and storm~~water~~~~WATER~~ management activities are classified based on type, location and timing of development activity proposed. Table 1 outlines the classifications for clearing, grading and storm~~water~~~~WATER~~ management activities and briefly reviews processing. Other City processes, approvals and permits may also be required for projects. The Director may adjust classifications and permit processing steps for proposed projects which are shown to be in multiple classifications or are otherwise not appropriately classified under the criteria shown in Table 1 and may adjust processing steps and fees as appropriate.

D. Project Classification and Processing Table.

**Table 1**

Project Classification	Typical Type of Development Activity	City Permit Which Allows Clearing, Grading and Stormwater <u>WATER</u> Management Construction*	Summary of Permit Process for Clearing, Grading and Stormwater Management Construction
Building Projects	Single-family, duplex construction, commercial, industrial and multifamily construction, additions	Building Permit	Clearing, grading and stormwater <u>water</u> <del>WATER</del> management activities are reviewed in conjunction with the Building Permit plans. Single-family and duplexes are reviewed by the Construction and Building Divisions, all other projects are reviewed by the Development

			Services Division
Development Projects	Subdivision, utility construction outside City right-of-way	Approved Civil Drawings	Clearing, grading and storm <u>water</u> <del>WATER</del> management activities are reviewed by the Development Services Division as all or part of the site improvement plans
Right-of-Way Projects	Construction activities all or partly within the City right-of-way	Street Use Permit	Clearing, grading and storm <u>water</u> <del>WATER</del> management activities are reviewed by the Development Services Division as part of the project
Rough Grading Projects	Clearing and/or grading of a site before all final	Rough Grading Permit	Clearing and grading activities are reviewed by the

	approvals of the entire project		Development Services Division prior to other site improvements plans. Special conditions shall be met for issuance of Rough Grading plans (see RMC <a href="#">15.24.070</a> ).
Clearing and Grading Projects	Clearing and Grading only projects including landscaping project (see RMC <a href="#">15.24.050</a> for the minimum thresholds that trigger a clearing and grading permit)	Clearing and Grading Permit	Clearing and grading activities are reviewed by the Development Services Division.

\* Construction is allowed only when approved plans for clearing, grading and storm~~water~~-~~WATER~~ management construction are issued with the appropriate permit listed in the table.

---

**15.24.070 Rough grading projects.**

A. *Rough Grading Prerequisites.* The Technical Committee shall determine whether rough grading will be approved for a project. At a minimum, to obtain a Rough Grading Permit approval for a project all the following shall have been processed and have received approval:

1. Complete the first round of Coordinated Civil Review process.
2. SEPA review for the entire project completed (if required).
3. Clearing, grading and temporary erosion control construction plans.
4. Resolution of all project feasibility issues (i.e., required off-site easements, significant utility design issues, etc.).

B. *Rough Grading Application.* Upon completion of the prerequisites listed above, the following information shall be submitted, if applicable, for a rough grading application to be considered complete:

1. Rough grading drawings and supporting information stamped and signed by a professional civil engineer.
  2. Clear identification of all work proposed under the rough grading application.
  3. Clear identification of existing and proposed grades.
  4. Clear identification of all areas that will be disturbed.
  5. Identification of proposed quantity of earthwork.
  6. Identification of proposed erosion control measures.
-

---

7. An erosion control plan designed in accordance with the Redmond Stormwater ~~WATER~~ Technical Notebook and the ~~CITY OF~~ Redmond Standard Specifications and Details.

8. Payment of the appropriate plan review fees.

9. Prior to issuance of Rough Grading Permits, acceptable site restoration assurance (bonding, cash deposits, etc., as specified by the Technical Committee) shall be posted with the City.

#### **15.24.080 Requirements for design and construction.**

The City hereby adopts the thresholds, definitions, and minimum requirements, found in Appendix 1 of the Western Washington Phase II Municipal Stormwater ~~WATER~~ Permit, including the mandatory provisions of the ~~2014~~ 2019 SWMMWW. Refer to the Redmond Stormwater ~~WATER~~ Technical Notebook for local modifications and application of the definitions, thresholds, and minimum requirements in Redmond. Redmond Zoning Code [21.17.010.E](#) details requirements to plan for stormwater ~~WATER~~ management.

The Director may require additional controls or modified minimum requirements for specific projects or areas based on approved interlocal agreements, approved Department Operational Policies, identified capacity limitations, significant erosion potential, or seasonal factors. The Minimum Requirements, as further described in the Redmond Stormwater Technical Notebook, are:

A. *Repealed by Ord. 2860.*

B. *Repealed by Ord. 2860.*

C. *Minimum Requirement 1 - Preparation of Stormwater ~~WATER~~ Site Plans*. ~~THE REPORT WILL INCLUDE SITE PLANNING REQUIREMENTS, BMP SELECTION CRITERIA, BMP DESIGN CRITERIA, BMP (INCLUDING LOW-IMPACT DEVELOPMENT "LID") INFEASIBILITY CRITERIA, LID COMPETING~~

---

---

~~NEEDS CRITERIA AND BMP LIMITATIONS IN CHAPTER 3 OF VOLUME I OF THE 2014 SWMMWW WITH LOCAL MODIFICATIONS IN THE STORM WATER WATER TECHNICAL NOTEBOOK.~~

D. *Minimum Requirement 2 - Construction Storm water WATER Pollution Prevention Plan.* ~~CONSTRUCTION TEMPORARY EROSION AND SEDIMENT CONTROLS ARE REQUIRED FOR ALL PROJECTS OF ALL SIZES TO MINIMIZE EROSION AND THE TRANSPORT OF SEDIMENT. FOR PROJECTS THAT OCCUR BETWEEN OCTOBER 1ST AND APRIL 30TH, A WET WEATHER PLAN AND SEASONAL SUSPENSION PLAN COULD BE REQUIRED BY THE CITY. REFER TO THE STORM WATER TECHNICAL NOTEBOOK FOR REQUIREMENTS AND APPROVAL PROCESS OF A WET WEATHER PLAN AND SEASONAL SUSPENSION PLAN. WASHINGTON DEPARTMENT OF ECOLOGY MAY REQUIRE AN NPDES CONSTRUCTION STORM WATER GENERAL PERMIT, DEPENDING ON THE PROJECT. IF REQUESTED BY THE DIRECTOR, DOCUMENTATION AND REPORTS REQUIRED BY THE PERMIT WILL ALSO BE SUBMITTED TO THE CITY.~~

E. *Minimum Requirement 3 - Source Controls of Pollution.* ~~"APPLICABLE" AND "RECOMMENDED" SOURCE CONTROLS IN VOLUME IV OF THE 2014 SWMMWW ARE REQUIRED IN REDMOND AND WILL BE DOCUMENTED IN THE SITE PLAN (MINIMUM REQUIREMENT 1) AND THE OPERATION AND MAINTENANCE MANUAL IF MINIMUM REQUIREMENT 9 IS REQUIRED.~~

F. *Minimum Requirement 4 - Preservation of Natural Drainage Systems and Outfalls.* ~~NATURAL DRAINAGE PATTERNS SHALL BE MAINTAINED. DISCHARGES FROM THE PROJECT SITE SHALL OCCUR IN THE NATURAL LOCATION TO THE MAXIMUM EXTENT PRACTICAL. THE MANNER BY WHICH RUNOFF IS DISCHARGED FROM THE PROJECT SITE MUST NOT CAUSE A SIGNIFICANT ADVERSE IMPACT TO DOWNSTREAM RECEIVING WATERS AND DOWN GRADIENT PROPERTIES. ALL OUTFALLS REQUIRE ENERGY DISSIPATION.~~

G. *Minimum Requirement 5 - On-site Storm water WATER Management.* ~~(LID) IS REQUIRED FOR ALL SITES THAT: RESULT IN 2,000 SQUARE FEET, OR GREATER, OF NEW PLUS REPLACED HARD SURFACES; CONVERT 3/4 ACRES OR MORE OF VEGETATION TO LAWN OR LANDSCAPED AREA, OR CONVERT 2.5 ACRES OR MORE OF NATIVE VEGETATION TO PASTURE. PROJECTS TRIGGERING THIS REQUIREMENT SHALL INFILTRATE, DISPERSE~~

---



---

~~AND RETAIN STORM WATER RUNOFF ON-SITE TO THE EXTENT FEASIBLE WITHOUT CAUSING FLOODING, GROUNDWATER CONTAMINATION OR EROSION IMPACTS.~~

~~H. *Minimum Requirement 6 - Runoff Treatment.* RUNOFF SHALL BE TREATED BY PERMANENT RUNOFF TREATMENT FACILITIES FROM ALL PROJECTS IN WHICH THE TOTAL OF POLLUTION GENERATING HARD SURFACES IS 5,000 SQUARE FEET OR MORE IN A THRESHOLD DISCHARGE AREA OR THE TOTAL POLLUTION GENERATING PERVIOUS SURFACES IS 3/4 ACRE OR MORE IN A THRESHOLD DISCHARGE AREA AND THE PERVIOUS SURFACES PRODUCE RUNOFF THAT ENTERS A NATURAL OR MANMADE CONVEYANCE.~~

~~I. *Minimum Requirement 7 - Flow Control.* RUNOFF SHALL BE CONTROLLED BY PERMANENT FLOW CONTROL FACILITIES FROM ALL PROJECTS IN WHICH THE TOTAL OF EFFECTIVE IMPERVIOUS SURFACES IS 10,000 SQUARE FEET OR MORE IN A THRESHOLD DISCHARGE AREA, OR THE PROJECT CONVERTS 3/4 ACRE OR MORE OF VEGETATION TO LAWN OR LANDSCAPE IN A THRESHOLD DISCHARGE AREA AND PRODUCES RUNOFF THAT ENTERS A NATURAL OR MANMADE CONVEYANCE, OR THE PROJECT CONVERTS 2.5 ACRES OR MORE OF NATIVE VEGETATION TO PASTURE IN A THRESHOLD DISCHARGE AREA AND PRODUCES RUNOFF THAT ENTERS A NATURAL OR MANMADE CONVEYANCE. FLOW CONTROL FACILITIES ARE ALSO REQUIRED IF THE COMBINATION OF HARD SURFACES AND CONVERTED VEGETATION IN A THRESHOLD DISCHARGE AREA CAUSE 0.10 CUBIC FEET PER SECOND (CFS) INCREASE OR GREATER IN THE 100-YEAR FLOW FREQUENCY AS ESTIMATED BY THE WESTERN WASHINGTON HYDROLOGY MODEL OR OTHER APPROVED MODEL USING ONE-HOUR TIME STEPS (OR 0.15 CFS INCREASE OR GREATER USING 15-MINUTE TIME STEPS). SOME PROJECTS WILL BE EXEMPT FROM FLOW CONTROL. REFER TO THE STORM WATER NOTEBOOK FOR AREAS THAT ARE FLOW CONTROL EXEMPT AND AREAS THAT PREDEVELOPMENT CONDITIONS CAN BE MODELED AS PASTURE. THE PREDEVELOPED CONDITION FOR ALL OTHER AREAS SHALL BE FORESTED. PROPERTIES DOWNSTREAM FROM DEVELOPMENT SITES SHALL BE PROTECTED FROM EROSION DUE TO INCREASES IN THE VOLUME, VELOCITY, AND PEAK FLOW RATE OF STORM WATER RUNOFF FROM THE PROPOSED PROJECT.~~

---

---

J. *Minimum Requirement 8 - Wetlands Protection.* ~~PROJECTS THAT TRIGGER RUNOFF TREATMENT FACILITIES OR FLOW CONTROL FACILITIES IN [15.24.080.H](#) AND [I](#) AND DISCHARGE TO A WETLAND SHALL COMPLY WITH GUIDE SHEETS #1 THROUGH #3 IN APPENDIX I-D OF THE 2014 SWMMWW.~~

K. *Minimum Requirement 9 - Operations and Maintenance.* ~~PERMANENT STORM WATER FACILITIES TRIGGERED BY MINIMUM REQUIREMENTS 5, 6 AND 7 MUST BE DESIGNED FOR REGULAR MAINTENANCE. PROJECT SPECIFIC OPERATION AND MAINTENANCE MANUALS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL WITH THE STORM WATER SITE PLAN AND INCLUDE DOCUMENTATION OF APPLICABLE AND RECOMMENDED SOURCE CONTROL BMPS. MAINTENANCE IS REQUIRED PER [RMC 13.06.068](#).~~

**15.24.082 Topographic change (cut and fill) limits.**

A. Topographic change is limited in Redmond as follows:

1. Within the building work area (building footprint plus a 10 foot buffer), this chapter does not limit temporary or permanent cuts or fills (even with the presence of significant trees).
2. Outside the building work area, and where significant trees are not present, the maximum permitted vertical depth or height of a cut or fill is a total of 8 vertical feet.
3. Outside building work area, and where significant trees designated to be saved are present, grades shall not be changed within 5 feet of the tree's dripline.
4. Cut or fill slopes may not exceed 33 percent (3H:1V). Cut and fill slopes within the right-of-way may, however, be designed at (2H:1V).

---

#### 15.24.084 Deviations.

A. Deviations, referred to as adjustments by Washington Department of Ecology, are permissions granted by the Technical Committee ~~OR THE TECHNICAL REVIEW BOARD~~ to deviate from the stormwater ~~WATER~~ requirements for design and construction specified in RMC [15.24.080](#), [15.24.082](#) or in the Redmond Stormwater ~~WATER~~ Technical Notebook. Deviations must provide the equivalent (or improved) level of environmental protection. Deviations are requested through application of a General Development Permit and decision by the Technical Committee ~~OR THE TECHNICAL REVIEW BOARD~~. Application for deviations must include clear written documentation to explain how the proposed adjustments address the following criteria:

1. Provide substantially equivalent (or improved) environmental protection as would be provided if the standard stormwater ~~WATER~~ requirements were met.
2. Reflect sound engineering practices.
3. Meet the objectives of public health, safety, function and maintenance.
4. Avoid damage to other properties in the vicinity of and downstream of the proposal.

B. The Technical Committee ~~OR THE TECHNICAL REVIEW BOARD~~ may deny any or all of the requested adjustments, may request additional information including written documentation from qualified specialists, may approve any or all of the requested adjustments, or may approve specific parts of adjustments, either to the extent requested or to a reduced extent. All documentation is to be obtained and paid for by the applicant(s). The Technical Committee ~~OR THE TECHNICAL REVIEW BOARD~~ may also require peer review which, if required, is to be paid for by the applicant.

---

---

C. The Technical Committee ~~or the TECHNICAL REVIEW BOARD~~ may determine the deviation(s) requested are to be processed in accordance with Redmond Zoning Code Section 21.76.070(AB) (3), Variances, and the criteria in RMC [15.24.089](#).

**15.24.089 Variances.**

A. Variances are permissions granted through the City's variance process in accordance with Redmond Zoning Code Section 21.76.070(AB) (3), Variances. Variances under this title apply only to RMC [15.24.080.C](#), (4), (5), (6), (7), (8), (9), (10), and (11). The criteria for approving a variance requested under this title shall include the decision criteria contained in Redmond Zoning Code Section 21.76.070(AB) (3), Decision Criteria, together with the following criteria:

1. The variance may be granted by the City only when meeting the applicable standards would impose a severe and unexpected economic hardship.
2. The variance will not increase the risk to the public health and welfare, nor be injurious to other properties in the vicinity of and/or downstream or to the quality of waters of the state.
3. The variance is the least possible deviation that could be granted to comply with the intent of the Minimum Requirements detailed in the Redmond Stormwater ~~WATER~~ Technical Notebook.

B. The application for a variance shall include written documentation addressing the decision criteria above and written documentation addressing the following topics:

1. The current (pre-project) use of the site, and
2. How the application of Minimum Requirements restricts the proposed use of the site compared to restrictions that existed

---

prior to adoption of the Minimum Requirements (October 1, 2004), and

3. The possible remaining uses of the site if the variance were not granted by the City, and

4. The uses of the site that would have been allowed prior to the City's adoption of Minimum Requirements, and

5. A comparison of the estimated amount and percentage of value loss resulting from meeting the Minimum Requirements, and

6. The feasibility to alter the project so that it meets the Minimum Requirements.

C. The City shall prepare written findings of fact that address each of the six items above and that address the variance criteria. The City shall publish legal public notice of an application that requests a variance under this title and shall publish legal notice of the City's decision on the application.

**15.24.090 Relief from general design standards.**

Repealed by [Ord. 2532](#). **15.24.095 Wellhead and groundwater protection performance standards.**

A. *Well Construction and Operation.* Construction or decommissioning details and registration forms of any well regulated under WAC [173-160](#) and UIC wells (infiltration trenches, drywells, infiltration vaults) must be registered per WAC [173-218-070](#). Details and registration forms shall be provided to the Department of Public Works within 60 days of well construction or decommissioning.

B. *Fill Material.* Placement of imported contaminated fill material is prohibited, citywide. Fill material shall not

---

contain concentrations of contaminants that exceed cleanup standards for soil specified in WAC [173-340-740](#), Model Toxics Control Act, regardless of whether all or part of the contamination is due to natural background levels at the fill source site. Where the detection limit (lower limit at which a chemical can be detected by a specified laboratory procedure) for a particular soil contaminant exceeds the cleanup standard for soil specified in WAC [173-340-740](#), the detection limit shall be the standard for fill material quality. Fill material shall be free of construction, demolition, and land clearing waste including recycled concrete rubble and asphalt.

1. Fill materials in quantities greater than 10 cubic yards placed directly on or in the ground shall meet the following requirements:

a. A fill material source statement shall be provided to the Department of Public Works and shall be reviewed and accepted by the Department prior to stockpiling or grading imported fill materials at the site. The source statement shall be issued by a professional engineer, geologist, engineering geologist or hydrogeologist licensed in the State of Washington demonstrating the source's compliance with standards of the Model Toxics Control Act. The source statement shall be required for each different source location from which fill will be obtained.

b. Analytical results demonstrating that fill materials do not exceed cleanup standards specified in WAC [173-340-740](#) may be used in lieu of a fill material source statement, provided the regulated facility submits a sampling plan to, and which is approved by, the Director of Public Works. The regulated facility must then adhere to the approved sampling plan, and maintain analytical data on-site and available for inspection for a minimum of five years from the date that the fill was accepted.

---

2. The Department of Public Works may accept a fill material source statement that does not include results of sampling and analysis of imported fill if it determines that adequate information is provided indicating that the source location is free of contamination. Such information may include, but is not limited to:

- a. Results of field testing of earth materials to be imported to the site with instruments capable of detecting the presence of contaminants; or
- b. Results of previous sampling and analysis of earth materials to be imported to the site.

3. A fill material source statement is not required if documents confirm that imported fill will be obtained from a Washington State Department of Transportation approved source.

4. The Director of Public Works shall have the authority to require corrective measures regarding noncompliant fill materials, including independent sampling and analysis, if the property owner or operator fails to accomplish such measures in a timely manner. The property owner or operator shall be responsible for any costs incurred by the City in the conduct of such activities.

C. *Cathodic Protection Wells.* Designs for cathodic protection wells shall be submitted to the City for review and approval prior to initiation of drilling. Cathodic protection wells shall be constructed such that the following do not occur:

1. Vertical cross-connection of aquifers normally separated by confining units;
2. Migration of contaminated surface water along improperly sealed well borings or casings;
3. Introduction of electrolytes or related solutions into the subsurface; and

---

4. Any of the above conditions caused by improperly abandoned cathodic protection wells that are no longer in use.

D. *Underground Hydraulic Elevator Cylinders.* All underground hydraulic elevator pressure cylinders shall be encased in an outer plastic casing constructed of Schedule 40 or thicker-wall polyethylene or polyvinyl chloride (PVC) pipe, or equivalent. The plastic casing shall be capped at the bottom, and all joints shall be solvent- or heat-welded to ensure water tightness. The neck of the plastic casing shall provide a means of inspection to monitor the annulus between the pressurized hydraulic elevator cylinder and the protective plastic casing. Vegetable oil shall be used for hydraulic fluid in elevator cylinders.

**15.24.100 Enforcement - Authorization.**

The Director is authorized and directed to enforce all the provisions of this chapter. For such purpose, the Director may appoint officers, inspectors, assistants and other employees as needed from time to time. The Director may authorize such employees, as may be necessary, to carry out the duties and functions of that office.

**15.24.110 Inspection.**

The Director is authorized to make such inspections and take such actions as may be required to enforce the provisions of this chapter or whenever the Director has reasonable cause to believe that any land is being used in violation of this chapter. Inspections shall be made as follows:

A. As a condition of any permit issued for activity covered by this chapter, the property owner shall be required to consent to entry upon the land by the Director at all reasonable times to inspect the same or to perform any duty imposed upon the

---



---

Director by this chapter. If the land is occupied, the Director shall first present proper credentials and request entry. If the land is unoccupied, a reasonable effort shall be made to locate the owner or other persons at the site who are in apparent charge or control of the land and demand entry. If no person is located, the Director may enter said property and shall, with due diligence, make attempts to notify the owner, occupant, or other person having charge within a reasonable amount of time.

B. Where the Director has reasonable grounds to believe that activities for which a permit is required by this chapter are being conducted without a permit on land within the City, the Director may seek to inspect the land and such activity. If the land is occupied, the Director shall first present proper credentials and request entry for inspection. If the land is unoccupied, a reasonable effort shall be made to locate the owner or other persons at the site in apparent charge or control of the land and request entry for inspection. If no person is located, or if entry is refused, the Director may request the assistance of the City Attorney, City Prosecutor or Police Department regarding access.

**15.24.120 Stop work orders.**

A. Whenever any activity is being done contrary to the provisions of this chapter, the Director may order the work stopped by notice verbally or in writing served on any persons engaged in the doing or causing such work to be done, and any such person shall forthwith stop such work until authorized by the Director to proceed with the work.

B. The Director may suspend work on any project during periods of inclement weather to reduce actual or potential erosion and/or sedimentation. Such a period may involve days or weeks during storm events or may, at the discretion of the Director, involve the entire rainy season (October 1<sup>st</sup> through April 30<sup>th</sup>).

---

C. Outside the rainy season (May 1<sup>st</sup> through September 30<sup>th</sup>), the Director may order work stopped because of inadequate temporary erosion/sedimentation controls. In such cases, a revised temporary erosion/sediment control plan (including but not limited to addition of or additional phasing) shall be submitted to the City for review. Once approved and implemented, the Director shall lift the stop work order and work can continue.

D. During the rainy season (October 1<sup>st</sup> through April 30<sup>th</sup>), The Director may require a Wet Weather Plan, a Seasonal Suspension Plan, and an updated temporary erosion and sediment control plan be submitted to the City for review and approval by September 30<sup>th</sup>. The Redmond Stormwater ~~WATER~~ Technical Notebook details which plans apply to which projects. The Director may order work stopped because of inadequate temporary erosion/sediment controls during the rainy season. In such a case, the wet weather plan and temporary erosion/sediment control plan will be reviewed, updated and implemented to control erosion and/or sedimentation. If deemed necessary the City may suspend work through the rainy season and require implementation of the seasonal suspension plan.

**15.24.130 Suspension or revocation of permit.**

The Director may suspend or revoke a permit whenever the permit is issued on the basis of incorrect information supplied, approved plans are not accurately reflective of actual field conditions, or the work is being done contrary to, or in violation of, any pertinent ordinance, regulation, procedure or permit. Upon receipt of a timely appeal under Redmond Zoning Code Chapter [21.76](#), suspension or revocation shall be stayed pending decision on the appeal; provided, that such a stay shall not affect any stop work order issued by the Director.

---

**15.24.140 Penalty for violation.**

All violations of this chapter, including hazards and failure to comply with terms of the clearing/grading permit and conditions, are determined to be detrimental to the public health, safety, and welfare and declared to be public nuisances. All such violations are also criminal gross misdemeanors and punishable as provided in RMC [1.01.110](#). All conditions that, after inspection, have been determined by the Director to render any site or portion thereof to be used or maintained in violation of the section, shall be abated.

**15.24.150 Restoration.**

Any work not done in compliance with this chapter or any permit issued pursuant thereto or with any other section of the Redmond Zoning Code may be required by the Director to be removed or restored to as near pre-project original condition as possible in the sole opinion of the Director. Such restoration may include, but shall not be limited to, the following:

- A. Filling, stabilizing and landscaping with vegetation similar to that which was removed, cuts or fills;
- B. Planting and maintenance of trees of a size that will reasonably assure survival and that replace functions and values of removed trees; and
- C. Reseeding and landscaping with vegetation similar to that which was removed, in areas without significant trees where bare ground exists.

**15.24.160 Notification of noncompliance.**

- A. If, while fulfilling their responsibility under this chapter, the inspector, the engineer, the soil engineer, the
-

---

engineering geologist or the testing agency finds that the work is not being done in conformance with this chapter or the approved grading plans, the discrepancies shall be reported immediately in writing to the person in charge of the grading work and to the Director. Recommendations for corrective measures, if necessary, shall be submitted upon request of the director.

B. The appropriate clearing, grading or storm~~water~~-WATER management permit (see RMC [15.24.060](#)) shall be required regardless of any permit issued by any other department or agency that may be interested in certain aspects of the proposed work. Where work for which a permit is obtained by this chapter is started or proceeding before obtaining such a permit, the work shall be stopped, and the violator shall be subject to such penalties as provided in this chapter. However, the payment of such penalties shall not relieve any person from fully complying with the requirements of this chapter in the execution of the work nor any other penalties prescribed thereon.

C. The Director may require that the approved activity, operations and project designs be modified if delays occur which incur weather-generated problems not apparent at the time the permit was issued.

#### **15.24.170 Penalties.**

Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, the work shall be stopped, and special investigation shall be made before a permit may be issued for such work. Work shall not commence during the investigation other than restoration, work on pollution control measures or stabilization approved by the Public Works Director. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to

---

---

the amount of the permit fee required by the code. The minimum investigation fee shall be the same as the minimum fee set forth in the standard clearing and grading fee for permit application. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

**15.24.180 Processing fees.**

A. Clearing and grading and storm~~water~~~~WATER~~ management fees shall be determined by the Director, and upon approval by the City Council shall be made available to the public.

B. Before accepting a set of plans and specifications for checking, the Director shall collect a plan-checking fee. Separate permits and fees shall apply to retaining walls or major drainage structures as required by the Uniform Building Code. There shall be no separate charge for standard terrace drains and similar facilities. The amount of the plan-checking fee for clearing/grading plans shall be as set forth in the schedule of fees adopted pursuant to Redmond Zoning Code Chapter [21.76](#), Review Procedures.

**15.24.190 Permit fees.**

A. A fee for each clearing, grading or storm~~water~~~~WATER~~ management permit shall be paid to the Director as set forth in the fee schedule adopted pursuant to Redmond Zoning Code Chapter [21.76](#), Review Procedures.

B. Permits may be extended, before their expiration, for up to a total of one year. Inspection fees shall be paid before the start or extension of work and are required for the duration of the project. An additional fee may be charged for processing of a permit extension.

---

---

**15.24.200 Inspection fees.**

A fee for each clearing, grading or storm~~water~~~~WATER~~ management construction inspection shall be paid to the Director as set forth in the fee schedule adopted pursuant to Redmond Zoning Code Chapter [21.76](#), Review Procedures.

CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING CHAPTER 15.24, CLEARING, GRADING, AND STORM WATER MANAGEMENT CODE OF THE REDMOND MUNICIPAL CODE TO MAKE MINOR CORRECTIONS AND CHANGES TO REFERENCES, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

---

WHEREAS, the City of Redmond periodically updates the Redmond Municipal Code to correct non-substantive errors such as those resulting from outdated or incorrect references, to reflect changes to names and terminology, and to ensure the code's clarity; and

WHEREAS, the City of Redmond's National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater permit requires all municipal stormwater permittees to adopt code that aligns with the language of the NPDES Municipal Stormwater permit; and

WHEREAS, corrections to RMC Section 15.24 Clearing, Grading, and Storm water Management Code improve clarity and direction regarding required pollution prevention or source control activities as businesses and other locations that have the potential to pollute Redmond's waters, including surface waters and groundwater; and

WHEREAS, minor amendments to RMC Section 15.24 Clearing, Grading, and Storm water Management Code provide alignment with the City of Redmond's Stormwater Management Code regarding stormwater permit requirements; and

WHEREAS, the City of Redmond's Departments of Public Works and Planning provide technical assistance regarding clearing, grading, and stormwater control requirements directly and in written form through the Redmond Stormwater Technical Notebook; and

WHEREAS, a State Environmental Policy Act checklist was prepared and a Determination of Non-significance was issued on April 29, 2022 for the proposed amendments; and

WHEREAS, the City of Redmond desires to amend portions of the Redmond Municipal Code as set forth in this ordinance.

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

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

Section 2.      Amendment of Section.      RMC 15.24, Clearing, Grading, and Storm Water Management, is hereby amended to read as follows:



**RMC 15.24, Clearing, Grading, and Stormwater~~STORM WATER~~ Management**

**15.24.010 Purpose and intent.**

The purpose of the Clearing, Grading, and Stormwater ~~{STORM WATER}~~ Management Code is to: safeguard life, property, public health, and general welfare; minimize water quality degradation; prevent excessive sedimentation of or erosion by surface waters; and prevent the creation of public nuisances such as fouling of surface or groundwater. Furthermore, this section is intended to reduce impacts from land development; preserve and enhance wildlife habitat in and along surface waters; enhance the aesthetic quality of the area waters; minimize erosion; preserve trees; and preserve natural topographic features. These regulations focus on prevention of adverse impacts associated with clearing, grading and stormwater ~~{WATER}~~ activities rather than remediation of adverse impacts after they have occurred.

**15.24.020 Design, construction and maintenance - General requirements.**

A. The design, construction, and maintenance of all clearing, grading and stormwater ~~{WATER}~~ management systems and facilities shall comply with the requirements and design standards contained in all the following documents:

1. This chapter.
2. *Repealed by Ord. 2860.*
3. *Repealed by Ord. 2860.*
4. The **Redmond Stormwater** ~~[STORM WATER]~~ Technical Notebook, which locally adopts and modifies the Washington State Department of Ecology **201912** Storm**water** ~~[WATER]~~ Management Manual for Western Washington, ~~[AS AMENDED IN DECEMBER 2014]~~ ("~~[2014]~~ **2019** SWMMWW" for the remainder of this chapter), **or its successor.**
5. ~~[CITY OF]~~ Redmond Standard Specifications and Details.
6. The **2019** ~~[2014]~~ SWMMWW.

B. The Public Works Director shall prepare and shall adopt construction specifications and **details, along with** design standards ~~AND DETAILS~~ for clearing, grading, and ~~[STORM]~~ **stormwater** management, **as described in the Redmond Stormwater Technical Notebook. The objective of the standards, details, and specifications shall be to control the quantity and quality of stormwater produced by development and redevelopment in the City to minimize downstream impacts and protect receiving waters.** The Public Works Director has the authority to make changes as local

conditions warrant. The specifications, design details, **Redmond Stormwater Technical Notebook**, and any changes shall be made available to the public. A fee set by the Public Works Director may be charged for these documents.

C. In the case of conflicts between the documents listed in subsection A of this section, conflicts shall be resolved by applying the following order of precedence:

1. This chapter;
2. The **Redmond** Storm**water** ~~WATER~~ Technical Notebook;
3. ~~CITY OF~~ Redmond Standard Specifications and Details;
4. The ~~2014~~ **2019** SWMMWW.

#### **15.24.030 Director.**

For the purposes of this chapter only, "Director" shall mean the Director of the Public Works Department or his/her designee.

#### **15.24.040 Issuance of permits.**

A. Regulated clearing, grading and/or storm**water** ~~WATER~~ activity as defined in RMC [15.24.050](#) requires City approval and the issuance of the appropriate permit(s) before initiating any of the regulated activities.

B. Speculative clearing and grading shall be prohibited.

C. For regulated activities, "City approval" means approval of appropriate plans, prepared by the applicant's engineer(s), indicating compliance with the requirements and design standards specified in this chapter under RMC 15.24.020. Approval shall be evidenced by the signature of the Public Works Director or designee. Once plans are approved, a permit may be issued by the City. Fees for plan review and permit processing may be charged as established by separate ordinance. Issued permits shall be posted on the construction site at all times when work is underway. To ensure that the actual work in the field conforms with the approved plans, permitted activities shall be inspected by the City during construction.

**15.24.050 Activities requiring permits.**

All clearing, grading or stormwater [WATER] management construction activities listed below require approved plans and a permit(s). The thresholds are cumulative during a one-year period for any given site.

A. Clearing of 7,000 square feet of land area or more.

B. Earthwork of 50 cubic yards or more. This means any activity which moves 50 cubic yards of earth, whether the

material is excavated or filled and whether the material is brought into the site, removed from the site, or moved around on the site.

C. Removal of 11 or more **significant** trees ~~[THAT ARE SIX INCH DIAMETER OR LARGER. THE TREE DIAMETER IS MEASURED FOUR FEET FROM THE GROUND]~~. The removal of 10 or fewer **significant** trees is regulated in Redmond Zoning Code Chapter 21.72.

D. Any clearing or grading within a critical area or buffer of a critical area. Critical areas are defined in Redmond Zoning Code Chapter 21.64, Critical Areas. Any disturbance to vegetation within critical areas and their corresponding buffers is also regulated by Redmond Zoning Code Chapter 21.64, Critical Areas. Note that under this chapter, a clearing/grading permit for work on steep slopes must first comply with RZC 21.76.070(E), Alteration of Geologic Hazard Areas.

E. Any change of the existing grade by four feet or more. This criterion applies to all permanent changes in grade and grade changes for extended periods of time (60 days or longer) located outside structure footprints.

F. Any work within a native growth protection easement or area, a public easement, City-owned tract or City right-

of-way. Any clearing, grading or landscaping must be approved by the Department of Public Works prior to construction.

G. The creation or addition of new, replaced or new plus replaced hard surfaces in the amount of 2,000 square feet or more. Hard surfaces include impervious surfaces (defined in RZC 21.78), green roofs and pervious pavement.

H. Any construction of public drainage facilities to be owned or operated by the City.

I. Any construction of private storm drainage pipes 12 inches in diameter or larger.

J. Any modification of, or construction which affects, a privately owned/operated flow control facility or runoff treatment facility. (Does not include maintenance or repair to the condition defined by previously approved plans.)

**15.24.055 Activities that do not require a clearing, grading, and stormwater [WATER] permit.**

A. All clearing, grading and stormwater [WATER] management construction activities that do not involve any of the thresholds listed above do not require City-approved clearing, grading and stormwater [WATER] management plans or a permit, but still must meet the requirements specified in RMC 15.24.020.

B. Activities that do not require approved plans or permits must still provide and install sediment and erosion control and pollution prevention BMPs as necessary to protect water quality.

C. The following activities are unregulated by this chapter even if the criteria in RMC 15.24.050 are exceeded:

1. Agricultural crop management of existing farmed areas.

2. Cemetery graves involving less than 50 cubic yards of excavation, and related filling per each cemetery plot.

3. Public pavement maintenance such as pothole and square cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regrading drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, pavement preservation activities that do not expand the road prism, and vegetation maintenance.

4. Public underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics are only subject to

Minimum Requirement #2, Construction Stormwater [WATER] Pollution Prevention.

**15.24.060 Classification of clearing, grading and stormwater [WATER] management construction activities.**

A. A clearing, grading and stormwater [WATER] management permit may be considered as a component of a building permit or other permit, rather than as a separate permit, if City-approved drawings for such activities are included under the other permit.

B. The Director shall specify what submittal and application materials are required for a complete application, including the type of submittals, the required level of detail, the minimum qualifications of preparers of technical documents, and the number of copies that must be submitted.

C. Clearing, grading and stormwater [WATER] management activities are classified based on type, location and timing of development activity proposed. Table 1 outlines the classifications for clearing, grading and stormwater [WATER] management activities and briefly reviews processing. Other City processes, approvals and permits may also be required for projects. The Director may adjust classifications and permit processing steps for proposed projects which are shown



to be in multiple classifications or are otherwise not appropriately classified under the criteria shown in Table 1 and may adjust processing steps and fees as appropriate.

D. Project Classification and Processing Table.

**Table 1**

Project Classification	Typical Type of Development Activity	City Permit Which Allows Clearing, Grading and Stormwater <del>[WATER]</del> Management Construction*	Summary of Permit Process for Clearing, Grading and Stormwater Management Construction
Building Projects	Single-family, duplex construction, commercial, industrial and multifamily construction, additions	Building Permit	Clearing, grading and storm <del>water</del> <u>water</u> <del>[WATER]</del> management activities are reviewed in conjunction with the Building Permit plans. Single-family and duplexes are reviewed by the

			Construction and Building Divisions, all other projects are reviewed by the Development Services Division
Development Projects	Subdivision, utility construction outside City right-of-way	Approved Civil Drawings	Clearing, grading and storm <del>water</del> <del>[WATER]</del> management activities are reviewed by the Development Services Division as all or part of the site improvement plans
Right-of-Way Projects	Construction activities all or partly within the City right-of-way	Street Use Permit	Clearing, grading and storm <del>water</del> <del>[WATER]</del> management activities are reviewed by the Development

			Services Division as part of the project
Rough Grading Projects	Clearing and/or grading of a site before all final approvals of the entire project	Rough Grading Permit	Clearing and grading activities are reviewed by the Development Services Division prior to other site improvements plans. Special conditions shall be met for issuance of Rough Grading plans (see RMC 15.24.070).
Clearing and Grading Projects	Clearing and Grading only projects including landscaping project (see RMC 15.24.050 for the minimum	Clearing and Grading Permit	Clearing and grading activities are reviewed by the Development Services Division.

	thresholds that trigger a clearing and grading permit)		
--	--	--	--

\* Construction is allowed only when approved plans for clearing, grading and storm~~water~~ ~~[WATER]~~ management construction are issued with the appropriate permit listed in the table.

**15.24.070 Rough grading projects.**

A. *Rough Grading Prerequisites.* The Technical Committee shall determine whether rough grading will be approved for a project. At a minimum, to obtain a Rough Grading Permit approval for a project all the following shall have been processed and have received approval:

1. Complete the first round of Coordinated Civil Review process.
2. SEPA review for the entire project completed (if required).
3. Clearing, grading and temporary erosion control construction plans.
4. Resolution of all project feasibility issues (i.e., required off-site easements, significant utility design issues, etc.).

B. *Rough Grading Application.* Upon completion of the prerequisites listed above, the following information shall

be submitted, if applicable, for a rough grading application to be considered complete:

1. Rough grading drawings and supporting information stamped and signed by a professional civil engineer.

2. Clear identification of all work proposed under the rough grading application.

3. Clear identification of existing and proposed grades.

4. Clear identification of all areas that will be disturbed.

5. Identification of proposed quantity of earthwork.

6. Identification of proposed erosion control measures.

7. An erosion control plan designed in accordance with the Redmond Stormwater [~~WATER~~]—Technical Notebook and the ~~CITY OF~~ Redmond Standard Specifications and Details.

8. Payment of the appropriate plan review fees.

9. Prior to issuance of Rough Grading Permits, acceptable site restoration assurance (bonding, cash deposits, etc., as specified by the Technical Committee) shall be posted with the City.

**15.24.080 Requirements for design and construction.**

The City hereby adopts the thresholds, definitions, and minimum requirements, found in Appendix 1 of the Western Washington Phase II Municipal Stormwater ~~[WATER]~~ Permit, including the mandatory provisions of the ~~[2014]~~ **2019** SWMMWW. Refer to the **Redmond Stormwater** ~~[WATER]~~ Technical Notebook for local modifications and application of the definitions, thresholds, and minimum requirements in Redmond. Redmond Zoning Code 21.17.010.E details requirements to plan for stormwater ~~[WATER]~~ management.

The Director may require additional controls or modified minimum requirements for specific projects or areas based on approved interlocal agreements, approved Department Operational Policies, identified capacity limitations, significant erosion potential, or seasonal factors. The Minimum Requirements, **as further described in the Redmond Stormwater Technical Notebook,** are:

- A. *Repealed by Ord. 2860.*
- B. *Repealed by Ord. 2860.*
- C. *Minimum Requirement 1 - **Preparation of Stormwater** ~~[WATER]~~ **Site Plans**s. ~~[THE REPORT WILL INCLUDE SITE PLANNING REQUIREMENTS, BMP SELECTION CRITERIA, BMP DESIGN CRITERIA, BMP (INCLUDING LOW-IMPACT DEVELOPMENT "LID") INFEASIBILITY~~*

~~CRITERIA, LID COMPETING NEEDS CRITERIA AND BMP LIMITATIONS IN CHAPTER 3 OF VOLUME I OF THE 2014 SWMMWW WITH LOCAL MODIFICATIONS IN THE STORM WATER TECHNICAL NOTEBOOK.]~~

D. *Minimum Requirement 2 - Construction Storm***water**  
~~[WATER] Pollution Prevention Plan. [CONSTRUCTION TEMPORARY EROSION AND SEDIMENT CONTROLS ARE REQUIRED FOR ALL PROJECTS OF ALL SIZES TO MINIMIZE EROSION AND THE TRANSPORT OF SEDIMENT. FOR PROJECTS THAT OCCUR BETWEEN OCTOBER 1ST AND APRIL 30TH, A WET WEATHER PLAN AND SEASONAL SUSPENSION PLAN COULD BE REQUIRED BY THE CITY. REFER TO THE STORM WATER TECHNICAL NOTEBOOK FOR REQUIREMENTS AND APPROVAL PROCESS OF A WET WEATHER PLAN AND SEASONAL SUSPENSION PLAN. WASHINGTON DEPARTMENT OF ECOLOGY MAY REQUIRE AN NPDES CONSTRUCTION STORM WATER GENERAL PERMIT, DEPENDING ON THE PROJECT. IF REQUESTED BY THE DIRECTOR, DOCUMENTATION AND REPORTS REQUIRED BY THE PERMIT WILL ALSO BE SUBMITTED TO THE CITY.]~~

E. *Minimum Requirement 3 - Source Control*~~[S]~~ **of**  
**Pollution.** ~~["APPLICABLE" AND "RECOMMENDED" SOURCE CONTROLS IN VOLUME IV OF THE 2014 SWMMWW ARE REQUIRED IN REDMOND AND WILL BE DOCUMENTED IN THE SITE PLAN (MINIMUM REQUIREMENT 1) AND THE OPERATION AND MAINTENANCE MANUAL IF MINIMUM REQUIREMENT 9 IS REQUIRED.]~~

F. *Minimum Requirement 4 - Preservation of Natural Drainage Systems and Outfalls.* [~~NATURAL DRAINAGE PATTERNS SHALL BE MAINTAINED. DISCHARGES FROM THE PROJECT SITE SHALL OCCUR IN THE NATURAL LOCATION TO THE MAXIMUM EXTENT PRACTICAL. THE MANNER BY WHICH RUNOFF IS DISCHARGED FROM THE PROJECT SITE MUST NOT CAUSE A SIGNIFICANT ADVERSE IMPACT TO DOWNSTREAM RECEIVING WATERS AND DOWN GRADIENT PROPERTIES. ALL OUTFALLS REQUIRE ENERGY DISSIPATION.~~]

G. *Minimum Requirement 5 - On-site Stormwater* [~~*Management.* [(LID) IS REQUIRED FOR ALL SITES THAT: RESULT IN 2,000 SQUARE FEET, OR GREATER, OF NEW PLUS REPLACED HARD SURFACES; CONVERT 3/4 ACRES OR MORE OF VEGETATION TO LAWN OR LANDSCAPED AREA, OR CONVERT 2.5 ACRES OR MORE OF NATIVE VEGETATION TO PASTURE. PROJECTS TRIGGERING THIS REQUIREMENT SHALL INFILTRATE, DISPERSE AND RETAIN STORM WATER RUNOFF ON-SITE TO THE EXTENT FEASIBLE WITHOUT CAUSING FLOODING, GROUNDWATER CONTAMINATION OR EROSION IMPACTS.]~~]

H. *Minimum Requirement 6 - Runoff Treatment.* [~~RUNOFF SHALL BE TREATED BY PERMANENT RUNOFF TREATMENT FACILITIES FROM ALL PROJECTS IN WHICH THE TOTAL OF POLLUTION GENERATING HARD SURFACES IS 5,000 SQUARE FEET OR MORE IN A THRESHOLD DISCHARGE AREA OR THE TOTAL POLLUTION GENERATING PERVIOUS SURFACES IS 3/4 ACRE OR MORE IN A THRESHOLD DISCHARGE AREA~~]



~~AND THE PERVIOUS SURFACES PRODUCE RUNOFF THAT ENTERS A NATURAL OR MANMADE CONVEYANCE.]~~

I. *Minimum Requirement 7 - Flow Control.* [~~RUNOFF SHALL BE CONTROLLED BY PERMANENT FLOW CONTROL FACILITIES FROM ALL PROJECTS IN WHICH THE TOTAL OF EFFECTIVE IMPERVIOUS SURFACES IS 10,000 SQUARE FEET OR MORE IN A THRESHOLD DISCHARGE AREA, OR THE PROJECT CONVERTS 3/4 ACRE OR MORE OF VEGETATION TO LAWN OR LANDSCAPE IN A THRESHOLD DISCHARGE AREA AND PRODUCES RUNOFF THAT ENTERS A NATURAL OR MANMADE CONVEYANCE, OR THE PROJECT CONVERTS 2.5 ACRES OR MORE OF NATIVE VEGETATION TO PASTURE IN A THRESHOLD DISCHARGE AREA AND PRODUCES RUNOFF THAT ENTERS A NATURAL OR MANMADE CONVEYANCE. FLOW CONTROL FACILITIES ARE ALSO REQUIRED IF THE COMBINATION OF HARD SURFACES AND CONVERTED VEGETATION IN A THRESHOLD DISCHARGE AREA CAUSE 0.10 CUBIC FEET PER SECOND (CFS) INCREASE OR GREATER IN THE 100-YEAR FLOW FREQUENCY AS ESTIMATED BY THE WESTERN WASHINGTON HYDROLOGY MODEL OR OTHER APPROVED MODEL USING ONE-HOUR TIME STEPS (OR 0.15 CFS INCREASE OR GREATER USING 15-MINUTE TIME STEPS). SOME PROJECTS WILL BE EXEMPT FROM FLOW CONTROL. REFER TO THE STORM WATER NOTEBOOK FOR AREAS THAT ARE FLOW CONTROL EXEMPT AND AREAS THAT PREDEVELOPMENT CONDITIONS CAN BE MODELED AS PASTURE. THE PREDEVELOPED CONDITION FOR ALL OTHER AREAS SHALL BE FORESTED. PROPERTIES~~

~~DOWNSTREAM FROM DEVELOPMENT SITES SHALL BE PROTECTED FROM EROSION DUE TO INCREASES IN THE VOLUME, VELOCITY, AND PEAK FLOW RATE OF STORM WATER RUNOFF FROM THE PROPOSED PROJECT.]~~

J. *Minimum Requirement 8 - Wetlands<sup>s</sup> Protection.*

~~[PROJECTS THAT TRIGGER RUNOFF TREATMENT FACILITIES OR FLOW CONTROL FACILITIES IN 15.24.080.H AND I AND DISCHARGE TO A WETLAND SHALL COMPLY WITH GUIDE SHEETS #1 THROUGH #3 IN APPENDIX I-D OF THE 2014 SWMMWW.]~~

K. *Minimum Requirement 9 - Operations and Maintenance.*

~~[PERMANENT STORM WATER FACILITIES TRIGGERED BY MINIMUM REQUIREMENTS 5, 6 AND 7 MUST BE DESIGNED FOR REGULAR MAINTENANCE. PROJECT SPECIFIC OPERATION AND MAINTENANCE MANUALS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL WITH THE STORM WATER SITE PLAN AND INCLUDE DOCUMENTATION OF APPLICABLE AND RECOMMENDED SOURCE CONTROL BMPS. MAINTENANCE IS REQUIRED PER RMC [13.06.068](#).]~~

**15.24.082 Topographic change (cut and fill) limits.**

A. Topographic change is limited in Redmond as follows:

1. Within the building work area (building footprint plus a 10 foot buffer), this chapter does not limit temporary or permanent cuts or fills (even with the presence of significant trees).

2. Outside the building work area, and where significant trees are not present, the maximum permitted vertical depth or height of a cut or fill is a total of 8 vertical feet.

3. Outside building work area, and where significant trees designated to be saved are present, grades shall not be changed within 5 feet of the tree's dripline.

4. Cut or fill slopes may not exceed 33 percent (3H:1V). Cut and fill slopes within the right-of-way may, however, be designed at (2H:1V).

**15.24.084 Deviations.**

A. Deviations, referred to as adjustments by Washington Department of Ecology, are permissions granted by the Technical Committee [~~OR THE TECHNICAL REVIEW BOARD~~] to deviate from the stormwater [~~WATER~~] requirements for design and construction specified in RMC 15.24.080, 15.24.082 or in the Redmond Stormwater [~~WATER~~] Technical Notebook. Deviations must provide the equivalent (or improved) level of environmental protection. Deviations are requested through application of a General Development Permit and decision by the Technical Committee [~~OR THE TECHNICAL REVIEW BOARD~~]. Application for deviations must include clear written

documentation to explain how the proposed adjustments address the following criteria:

1. Provide substantially equivalent (or improved) environmental protection as would be provided if the standard stormwater [~~WATER~~] requirements were met.

2. Reflect sound engineering practices.

3. Meet the objectives of public health, safety, function and maintenance.

4. Avoid damage to other properties in the vicinity of and downstream of the proposal.

B. The Technical Committee [~~OR THE TECHNICAL REVIEW BOARD~~] may deny any or all of the requested adjustments, may request additional information including written documentation from qualified specialists, may approve any or all of the requested adjustments, or may approve specific parts of adjustments, either to the extent requested or to a reduced extent. All documentation is to be obtained and paid for by the applicant(s). The Technical Committee [~~OR THE TECHNICAL REVIEW BOARD~~] may also require peer review which, if required, is to be paid for by the applicant.

C. The Technical Committee [~~or the TECHNICAL REVIEW BOARD~~] may determine the deviation(s) requested are to be processed in accordance with Redmond Zoning Code Section

21.76.070 (AB) (3), Variances, and the criteria in RMC 15.24.089.

**15.24.089 Variances.**

A. Variances are permissions granted through the City's variance process in accordance with Redmond Zoning Code Section 21.76.070 (AB) (3), Variances. Variances under this title apply only to RMC 15.24.080.C, (4), (5), (6), (7), (8), (9), (10), and (11). The criteria for approving a variance requested under this title shall include the decision criteria contained in Redmond Zoning Code Section 21.76.070 (AB) (3), Decision Criteria, together with the following criteria:

1. The variance may be granted by the City only when meeting the applicable standards would impose a severe and unexpected economic hardship.

2. The variance will not increase the risk to the public health and welfare, nor be injurious to other properties in the vicinity of and/or downstream or to the quality of waters of the state.

3. The variance is the least possible deviation that could be granted to comply with the intent of the Minimum Requirements detailed in the Redmond Stormwater [WATER] Technical Notebook.

B. The application for a variance shall include written documentation addressing the decision criteria above and written documentation addressing the following topics:

1. The current (pre-project) use of the site, and
2. How the application of Minimum Requirements restricts the proposed use of the site compared to restrictions that existed prior to adoption of the Minimum Requirements (October 1, 2004), and
3. The possible remaining uses of the site if the variance were not granted by the City, and
4. The uses of the site that would have been allowed prior to the City's adoption of Minimum Requirements, and
5. A comparison of the estimated amount and percentage of value loss resulting from meeting the Minimum Requirements, and
6. The feasibility to alter the project so that it meets the Minimum Requirements.

C. The City shall prepare written findings of fact that address each of the six items above and that address the variance criteria. The City shall publish legal public notice of an application that requests a variance under this title

and shall publish legal notice of the City's decision on the application.

**15.24.090 Relief from general design standards.**

*Repealed by Ord. 2532.*

**15.24.095 Wellhead and groundwater protection performance standards.**

A. *Well Construction and Operation.* Construction or decommissioning details and registration forms of any well regulated under WAC 173-160 and UIC wells (infiltration trenches, drywells, infiltration vaults) must be registered per WAC 173-218-070. Details and registration forms shall be provided to the Department of Public Works within 60 days of well construction or decommissioning.

B. *Fill Material.* Placement of imported contaminated fill material is prohibited, citywide. Fill material shall not contain concentrations of contaminants that exceed cleanup standards for soil specified in WAC 173-340-740, Model Toxics Control Act, regardless of whether all or part of the contamination is due to natural background levels at the fill source site. Where the detection limit (lower limit at which a chemical can be detected by a specified laboratory procedure) for a particular soil contaminant exceeds the cleanup standard for soil specified in WAC 173-340-740, the

detection limit shall be the standard for fill material quality. Fill material shall be free of construction, demolition, and land clearing waste including recycled concrete rubble and asphalt.

1. Fill materials in quantities greater than 10 cubic yards placed directly on or in the ground shall meet the following requirements:

a. A fill material source statement shall be provided to the Department of Public Works and shall be reviewed and accepted by the Department prior to stockpiling or grading imported fill materials at the site. The source statement shall be issued by a professional engineer, geologist, engineering geologist or hydrogeologist licensed in the State of Washington demonstrating the source's compliance with standards of the Model Toxics Control Act. The source statement shall be required for each different source location from which fill will be obtained.

b. Analytical results demonstrating that fill materials do not exceed cleanup standards specified in WAC 173-340-740 may be used in lieu of a fill material source statement, provided the regulated facility submits a sampling plan to, and which is approved by, the Director of Public Works. The regulated facility must then adhere to the approved



sampling plan, and maintain analytical data on-site and available for inspection for a minimum of five years from the date that the fill was accepted.

2. The Department of Public Works may accept a fill material source statement that does not include results of sampling and analysis of imported fill if it determines that adequate information is provided indicating that the source location is free of contamination. Such information may include, but is not limited to:

a. Results of field testing of earth materials to be imported to the site with instruments capable of detecting the presence of contaminants; or

b. Results of previous sampling and analysis of earth materials to be imported to the site.

3. A fill material source statement is not required if documents confirm that imported fill will be obtained from a Washington State Department of Transportation approved source.

4. The Director of Public Works shall have the authority to require corrective measures regarding noncompliant fill materials, including independent sampling and analysis, if the property owner or operator fails to accomplish such measures in a timely manner. The property

owner or operator shall be responsible for any costs incurred by the City in the conduct of such activities.

C. *Cathodic Protection Wells.* Designs for cathodic protection wells shall be submitted to the City for review and approval prior to initiation of drilling. Cathodic protection wells shall be constructed such that the following do not occur:

1. Vertical cross-connection of aquifers normally separated by confining units;
2. Migration of contaminated surface water along improperly sealed well borings or casings;
3. Introduction of electrolytes or related solutions into the subsurface; and
4. Any of the above conditions caused by improperly abandoned cathodic protection wells that are no longer in use.

D. *Underground Hydraulic Elevator Cylinders.* All underground hydraulic elevator pressure cylinders shall be encased in an outer plastic casing constructed of Schedule 40 or thicker-wall polyethylene or polyvinyl chloride (PVC) pipe, or equivalent. The plastic casing shall be capped at the bottom, and all joints shall be solvent- or heat-welded to ensure water tightness. The neck of the plastic casing

shall provide a means of inspection to monitor the annulus between the pressurized hydraulic elevator cylinder and the protective plastic casing. Vegetable oil shall be used for hydraulic fluid in elevator cylinders.

**15.24.100 Enforcement - Authorization.**

The Director is authorized and directed to enforce all the provisions of this chapter. For such purpose, the Director may appoint officers, inspectors, assistants and other employees as needed from time to time. The Director may authorize such employees, as may be necessary, to carry out the duties and functions of that office.

**15.24.110 Inspection.**

The Director is authorized to make such inspections and take such actions as may be required to enforce the provisions of this chapter or whenever the Director has reasonable cause to believe that any land is being used in violation of this chapter. Inspections shall be made as follows:

A. As a condition of any permit issued for activity covered by this chapter, the property owner shall be required to consent to entry upon the land by the Director at all reasonable times to inspect the same or to perform any duty imposed upon the Director by this chapter. If the land is occupied, the Director shall first present proper credentials

and request entry. If the land is unoccupied, a reasonable effort shall be made to locate the owner or other persons at the site who are in apparent charge or control of the land and demand entry. If no person is located, the Director may enter said property and shall, with due diligence, make attempts to notify the owner, occupant, or other person having charge within a reasonable amount of time.

B. Where the Director has reasonable grounds to believe that activities for which a permit is required by this chapter are being conducted without a permit on land within the City, the Director may seek to inspect the land and such activity. If the land is occupied, the Director shall first present proper credentials and request entry for inspection. If the land is unoccupied, a reasonable effort shall be made to locate the owner or other persons at the site in apparent charge or control of the land and request entry for inspection. If no person is located, or if entry is refused, the Director may request the assistance of the City Attorney, City Prosecutor or Police Department regarding access.

**15.24.120 Stop work orders.**

A. Whenever any activity is being done contrary to the provisions of this chapter, the Director may order the work stopped by notice verbally or in writing served on any persons

engaged in the doing or causing such work to be done, and any such person shall forthwith stop such work until authorized by the Director to proceed with the work.

B. The Director may suspend work on any project during periods of inclement weather to reduce actual or potential erosion and/or sedimentation. Such a period may involve days or weeks during storm events or may, at the discretion of the Director, involve the entire rainy season (October 1st through April 30th).

C. Outside the rainy season (May 1st through September 30th), the Director may order work stopped because of inadequate temporary erosion/sedimentation controls. In such cases, a revised temporary erosion/sediment control plan (including but not limited to addition of or additional phasing) shall be submitted to the City for review. Once approved and implemented, the Director shall lift the stop work order and work can continue.

D. During the rainy season (October 1st through April 30th), The Director may require a Wet Weather Plan, a Seasonal Suspension Plan, and an updated temporary erosion and sediment control plan be submitted to the City for review and approval by September 30th. The Redmond Stormwater [WATER] Technical Notebook details which plans apply to which

projects. The Director may order work stopped because of inadequate temporary erosion/sediment controls during the rainy season. In such a case, the wet weather plan and temporary erosion/sediment control plan will be reviewed, updated and implemented to control erosion and/or sedimentation. If deemed necessary the City may suspend work through the rainy season and require implementation of the seasonal suspension plan.

**15.24.130 Suspension or revocation of permit.**

The Director may suspend or revoke a permit whenever the permit is issued on the basis of incorrect information supplied, approved plans are not accurately reflective of actual field conditions, or the work is being done contrary to, or in violation of, any pertinent ordinance, regulation, procedure or permit. Upon receipt of a timely appeal under Redmond Zoning Code Chapter 21.76, suspension or revocation shall be stayed pending decision on the appeal; provided, that such a stay shall not affect any stop work order issued by the Director.

**15.24.140 Penalty for violation.**

All violations of this chapter, including hazards and failure to comply with terms of the clearing/grading permit and conditions, are determined to be detrimental to the public

health, safety, and welfare and declared to be public nuisances. All such violations are also criminal gross misdemeanors and punishable as provided in RMC 1.01.110. All conditions that, after inspection, have been determined by the Director to render any site or portion thereof to be used or maintained in violation of the section, shall be abated.

**15.24.150 Restoration.**

Any work not done in compliance with this chapter or any permit issued pursuant thereto or with any other section of the Redmond Zoning Code may be required by the Director to be removed or restored to as near pre-project original condition as possible in the sole opinion of the Director. Such restoration may include, but shall not be limited to, the following:

A. Filling, stabilizing and landscaping with vegetation similar to that which was removed, cuts or fills;

B. Planting and maintenance of trees of a size that will reasonably assure survival and that replace functions and values of removed trees; and

C. Reseeding and landscaping with vegetation similar to that which was removed, in areas without significant trees where bare ground exists.

**15.24.160 Notification of noncompliance.**

A. If, while fulfilling their responsibility under this chapter, the inspector, the engineer, the soil engineer, the engineering geologist or the testing agency finds that the work is not being done in conformance with this chapter or the approved grading plans, the discrepancies shall be reported immediately in writing to the person in charge of the grading work and to the Director. Recommendations for corrective measures, if necessary, shall be submitted upon request of the director.

B. The appropriate clearing, grading or stormwater [~~WATER~~] management permit (see RMC 15.24.060) shall be required regardless of any permit issued by any other department or agency that may be interested in certain aspects of the proposed work. Where work for which a permit is obtained by this chapter is started or proceeding before obtaining such a permit, the work shall be stopped, and the violator shall be subject to such penalties as provided in this chapter. However, the payment of such penalties shall not relieve any person from fully complying with the requirements of this chapter in the execution of the work nor any other penalties prescribed thereon.

C. The Director may require that the approved activity, operations and project designs be modified if delays occur



which incur weather-generated problems not apparent at the time the permit was issued.

**15.24.170 Penalties.**

Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, the work shall be stopped, and special investigation shall be made before a permit may be issued for such work. Work shall not commence during the investigation other than restoration, work on pollution control measures or stabilization approved by the Public Works Director. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by the code. The minimum investigation fee shall be the same as the minimum fee set forth in the standard clearing and grading fee for permit application. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

**15.24.180 Processing fees.**

A. Clearing and grading and stormwater [WATER] management fees shall be determined by the Director, and upon

approval by the City Council shall be made available to the public.

B. Before accepting a set of plans and specifications for checking, the Director shall collect a plan-checking fee. Separate permits and fees shall apply to retaining walls or major drainage structures as required by the Uniform Building Code. There shall be no separate charge for standard terrace drains and similar facilities. The amount of the plan-checking fee for clearing/grading plans shall be as set forth in the schedule of fees adopted pursuant to Redmond Zoning Code Chapter 21.76, Review Procedures.

**15.24.190 Permit fees.**

A. A fee for each clearing, grading or stormwater [~~WATER~~] management permit shall be paid to the Director as set forth in the fee schedule adopted pursuant to Redmond Zoning Code Chapter 21.76, Review Procedures.

B. Permits may be extended, before their expiration, for up to a total of one year. Inspection fees shall be paid before the start or extension of work and are required for the duration of the project. An additional fee may be charged for processing of a permit extension.

**15.24.200 Inspection fees.**

A fee for each clearing, grading or stormwater [WATER] management construction inspection shall be paid to the Director as set forth in the fee schedule adopted pursuant to Redmond Zoning Code Chapter 21.76, Review Procedures.

Section 3.      Severability.      If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4.      Effective date.      This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law, and shall apply to all complete applications submitted on or after July 1, 2022.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

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

## Attachment C: Issues Matrix for Redmond Municipal Code (RMC) 15.24 Amendment

Council Issues Matrix (5/3/2022 Council of the Whole topics)

Councilmember	Issue/Questions related to Amending RMC 15.24	Staff Response	Status
CM Anderson	Include the term "Redmond" before the term "Stormwater Technical Notebook" to distinguish Redmond's technical resource from the Department of Ecology's Stormwater Management Manual for Western Washington (SWMMWW).	Staff propose to include " <b>Redmond</b> " before the term "Stormwater Technical Notebook" throughout RMC 15.24. For consistency, staff also propose to strike the words "City of..." from the term "City of Redmond Standard Specifications and Details" where used in this section of Redmond Municipal Code. Staff are keen to provide as much clarity and consistency in this section of code as possible. Edits offered will help to distinguish between Redmond and Department of Ecology's stormwater technical documents.	
CM Anderson	Investigate whether code can refer to Ecology Stormwater Management Manual without tying to specific year/version.	<p>Amended RMC 15.24.020.A.4 includes the statement "The <b>Redmond Stormwater</b> <del>STORM WATER</del> Technical Notebook...locally adopts and modifies the Washington State Department of Ecology <b>2019</b> Stormwater Management Manual for Western Washington ("<b>2019</b> SWMMWW" for the remainder of this chapter), <b>or its successor</b>.</p> <p>As discussed during Committee of the Whole, staff are concerned that referring to the Ecology stormwater manual without specifying version or date may cause RMC 15.24 and/or the Redmond Stormwater Technical Notebook to fall out of alignment with the Ecology manual or NPDES permit (since the Ecology manual is revised on a separate schedule). Inclusion of the term "or its successor" is recommended to provide some additional flexibility.</p> <p>Staff propose to retain this recommended language. Ecology is not planning to update its stormwater manual until 2024. It is likely that Redmond will not be required to adopt revised technical requirements until 2026 or 2027. The proposed language gives Redmond the flexibility to adopt the next Ecology manual as soon as appropriate revisions can be made to the Redmond Stormwater Technical Notebook.</p>	
CM Anderson	Clarify if land clearing "triggers" in 15.24.050 fully track with Ecology's triggers (as provided in the SWMMWW and restated in Appendix 1 of the NPDES Permit) for	RMC 15.24.050 presents clearing (land disturbance) triggers in separate sub-points. See specifically RMC 15.24.050.A and G. These levels of disturbance track directly with the initial triggers for determining applicable Minimum Requirements as outlined in Appendix 1 of the Phase II NPDES Permit. The 5,000 sf of new	

	determining applicable Minimum Requirements. Furthermore, confirm requirement for PE stamp on applicable projects.	(plus replaced) hard surfaces (mentioned by CM Anderson) is a secondary trigger for determining when additional Minimum Requirements apply (and to which specific surfaces).  In all cases, Redmond requires a PE stamp for Clearing and Grading permit submittals.  <i>Staff do not propose further edits to sub-points in RMC 15.24.050.</i>	
CM Anderson	Confirm that the time period associated with triggering Minimum (stormwater) Requirements for Clearing and Grading Permits in RMC 15.24.050 (one year) complies with the NPDES permit timeframes.	The Phase II permit does not specify a timeframe for determining over what time period land disturbance levels accrue to trigger Minimum Requirements. Rather, it directs the City to consider land clearing proposed at the time of permit application.  <i>Staff do not propose further edits to the introductory paragraph of RMC 15.24.050.</i>	
CM Anderson	Verify that Minimum Requirements in RMC 15.24.080 are fully enforceable if details are removed (as proposed).	Staff consulted with the Redmond City Attorney when drafting the code amendment to confirm that RMC 15.24.080 maintains full enforceability (even with removal of technical detail from subpoints C. through K). The inclusion of the term “ <b><u>as described in the Redmond Stormwater Technical Notebook</u></b> ” in the opening paragraph is included to reinforce the connection between RMC 15.24 and Redmond Stormwater Technical Notebook and does not affect enforceability.  <i>No additional RMC 15.24.080 edits are proposed.</i>	



Memorandum

Date: 6/7/2022  
Meeting of: City Council

File No. AM No. 22-083  
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336
-------	-----------------	--------------

DEPARTMENT STAFF:

Parks	Jeff Aken	Park Planning Manager
Parks	Caroline Chapman	Senior Park Planner

**TITLE:**

Approval of the Redmond Central Connector 2022 Washington Wildlife and Recreation Program (WWRP) Grant Applicant Resolution

**OVERVIEW STATEMENT:**

Approve a resolution (Attachment A) authorizing application for 2022 Washington Wildlife and Recreation Program (WWRP) grant for \$1,000,000 to assist in funding Redmond Central Connector Phase III.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Central Connector Master Plan  
Transportation Master Plan  
Parks, Arts, Recreation, Culture and Conservation Master (PARCC) Plan  
Redmond Comprehensive Plan
- **Required:**  
Council approval of the resolution is part of the grant application package.
- **Council Request:**  
N/A
- **Other Key Facts:**  
Final application submittal is July 19, 2022, this is coming forward to meet that deadline.

**OUTCOMES:**

The Redmond Central Connector is a key regional link from Redmond to Issaquah via the East Lake Sammamish Trail, two light rail stations (Downtown, Marymoor Village) and the Cross Kirkland Corridor that connects to Totem Lake Transit Center. It is part of the larger Eastrail, a 42-mile corridor between Snohomish County and Renton. Redmond Central Connector III is Redmond’s third and final phase consisting of 1.6 miles of the trail to be completed and will improve access to businesses on Willows Road and Kirkland at NE 124<sup>th</sup> Street. The completed trail is expected to be used by 250,000 people annually

**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:**

There is no cost beyond staff time for grant proposal, the overall project budget is \$7,599,998 and this request is for \$1M in grant funding.

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

**Budget Offer Number:**

CIP

**Budget Priority:**

Vibrant & Connected. Added to CIP in mid-year budget adjustment in August 2021.

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

**If yes, explain:**

N/A

**Funding source(s):**

Parks CIP, Department of Commerce Legislative Grant, Puget Sound Regional Council (PSRC) Federal Highway Grant.

*Grants Applied for, Not Awarded Yet.*

Recreation and Conservation Office Grant

Federal Congressionally Directed Spending Request

**Budget/Funding Constraints:**

Federal Grant through PSRC and the State Legislative Request both need to be obligated by 2024.



**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
5/24/2022	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The Authorizing Resolution is a requirement of the application for an WWRP RCO grant and is due by July 19, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

Staff would need to withdraw RCO grant application.

**ATTACHMENTS:**

Attachment A: RCO Applicant Authorization Resolution  
Attachment B: RCO Sample Project Agreement



## Applicant Resolution/Authorization

Organization Name (sponsor) \_\_\_\_\_

Resolution No. or Document Name \_\_\_\_\_

Project(s) Number(s), and Name(s) \_\_\_\_\_

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

On File at: \_\_\_\_\_

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:  
(Local Governments and Nonprofit Organizations Only):

Location: \_\_\_\_\_ Date: \_\_\_\_\_

Washington State Attorney General's Office

Approved as to form Bruce Tallen 2/13/2020  
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

*This agreement template is used by the Recreation and Conservation Office (RCO) for the management of the grant and other programs it administers. This example is provided for review by applicants' and their counsel as they seek grant funding managed by RCO.*

*This grant agreement will contain changes at issuance based on the specifics of each funded project. For instance, changes will occur based on the applicant, funding program, fund source, project type, rule or law changes, and other factors. Applicants that receive funding from RCO are encouraged to thoroughly review their customized grant agreement prior to final signature.*

*RCO reserves the right to make updates to this template.*

## **RCO GRANT AGREEMENT**

**Project Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Issuance Date:** \_\_\_\_\_

### **A. PARTIES OF THE GRANT AGREEMENT.**

1. This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington {FundingAgency} Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and {PrimarySponsorNameAddress} {SecondarySponsorNameAddress}, and shall be binding on the agents and all persons acting by or through the parties.
2. The Sponsor's Data Universal Numbering System (DUNS) Number is {DUNNSNumber}.
3. All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.
4. Prior to and During the Period of Performance, Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.
  - a. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant

Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

- b. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections A and J.
5. For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

**B. PURPOSE OF AGREEMENT.**

This Agreement sets out the terms and conditions by which a grant is made from the {AccountName} of the State of Washington. The grant is administered by the RCO.

**C. DESCRIPTION OF PROJECT.**

{ProjectDescription}

**D. PERIOD OF PERFORMANCE.**

1. The period of performance begins on {StartDate} (project start date) and ends on {EndDate} (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.
2. The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

**E. STANDARD TERMS AND CONDITIONS INCORPORATED.**

The RCO Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

**F. LONG-TERM OBLIGATIONS.**

*(This is a custom section based on project, program, and sponsor type. See [attached spreadsheet of those that may apply.](#))*

**G. PROJECT FUNDING.**

The total grant award provided for this project shall not exceed {RCOAmount}. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

{FundingTable}

#### **H. FEDERAL FUND INFORMATION.**

*(This section only appears if there is federal funding nexus)*

{FederalFundingInfo}

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F—Audit Requirements, Section 500 (2013). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

#### **I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS.**

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

The following Exhibits are attached as part of this Agreement:

*(This is a custom section listing things like "Expanded Scope of Work," "Milestones," and "Eligible Scope Items," which become part of this agreement.)*

If an exhibit is referenced in this Agreement as an exhibit or attached to this Agreement, regardless whether it is on this list, it shall still be considered part of this Agreement.

#### **J. AMENDMENTS TO AGREEMENT.**

1. Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by

RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

2. It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.
3. Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

**K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES.**

1. This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.
2. For the purpose of this Agreement, {WAC...} shall apply as terms of this Agreement.
3. For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

*{CustomApplicableManuals}*

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

**L. SPECIAL CONDITIONS.**

*{CustomSpecialConditionsAsMayApply}*

**M. AGREEMENT CONTACTS.**

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:



{CustomProjectContacts}

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

**N. ENTIRE AGREEMENT.**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**O. EFFECTIVE DATE.**

1. Unless otherwise provided for in this Agreement, this Agreement, for project {ProjectNumber}, shall not be effective and binding until the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.
2. The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

---

Signatures:

---

Sponsor/Date

---

Recreation and Conservation Office/Date

**Standard Terms and Conditions of the RCO Grant Agreement Table of Contents**

1. CITATIONS, HEADINGS AND DEFINITIONS..... 8

2. PERFORMANCE BY THE SPONSOR..... 13

3. ASSIGNMENT..... 14

4. RESPONSIBILITY FOR PROJECT..... 14

5. INDEMNIFICATION..... 14

6. INDEPENDENT CAPACITY OF THE SPONSOR..... 16

7. CONFLICT OF INTEREST..... 16

8. COMPLIANCE WITH APPLICABLE LAW..... 16

9. ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES..... 18

10. RECORDS..... 23

11. PROJECT FUNDING..... 24

12. PROJECT REIMBURSEMENTS..... 25

13. ADVANCE PAYMENTS..... 27

14. RECOVERY OF PAYMENTS..... 27

15. COVENANT AGAINST CONTINGENT FEES..... 27

16. INCOME (AND FEES) AND USE OF INCOME..... 27

17. PROCUREMENT REQUIREMENTS..... 28

18. TREATMENT OF EQUIPMENT AND ASSETS..... 29

19. RIGHT OF INSPECTION..... 30

20. STEWARDSHIP AND MONITORING..... 30

21. PREFERENCES FOR RESIDENTS..... 30

22. ACKNOWLEDGMENT AND SIGNS..... 30

23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION  
PROJECTS..... 31

24. PROVISIONS APPLYING TO ACQUISITION PROJECTS..... 32

25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS..... 34

26. CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS..... 35

27. RECORDED NOTICE OF GRANT..... 36

28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS..... 36

29. PROVISIONS FOR FEDERAL SUBAWARDS..... 36

30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS..... 39

31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS..... 39

32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS.....	40
33. PROVISIONS FOR FARMLAND AND FORESTLAND PRESERVATION PROJECTS. ....	41
34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS. ....	41
35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS. ....	41
36. ORDER OF PRECEDENCE. ....	46
37. LIMITATION OF AUTHORITY.....	47
38. WAIVER OF DEFAULT. ....	47
39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH. ....	47
40. SPECIFIC PERFORMANCE. ....	47
41. TERMINATION AND SUSPENSION.....	47
42. DISPUTE HEARING.....	49
43. ATTORNEYS’ FEES.....	50
44. GOVERNING LAW/VENUE.....	50
45. SEVERABILITY. ....	50
46. END OF AGREEMENT. ....	50

Example

## **STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT**

Last Updated: February 12, 2020

### **1. CITATIONS, HEADINGS AND DEFINITIONS.**

- A)** Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B)** Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C)** Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual -- A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

archeological, cultural, and historic resources - Archeological sites and artifacts, and traditional areas or items of religious, ceremonial and/or social (significance to) (uses of) tribes affected by or interested in the project. This also refers to built environments and places with historical significance for the nation, state, or local area.

authorized representative/agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor’s signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO’s as may apply) have been recorded (as may apply)

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R 86.

director or Director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

education project – A project that provides information, education, and outreach programs and/or services for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property.

education and enforcement project – A project that provides information, education, and outreach programs or services; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property, and equipment purchases.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – A project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned or otherwise controlled by the Sponsor.

maintenance project – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation.

maintenance and operation project – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded on the property title of the project area(s) in the county or counties where the project property is located, or with the United States Government, that describes the project area on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project area (for projects where WAC 420 is applied) - The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO's as may apply) have been recorded (as may apply)

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

reimbursement – RCO's payment of funds to the Sponsor for eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and enhancement project – A project intended to bring a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting (or exclusively benefit) fish stocks.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.



Sponsor Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

State. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of Washington state government.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the PROJECT FUNDING Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

## **2. PERFORMANCE BY THE SPONSOR.**

- a. The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.
- b. Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

**3. ASSIGNMENT.**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

**4. RESPONSIBILITY FOR PROJECT.**

- a. While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.
- b. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.
- c. The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

**5. INDEMNIFICATION.**

- a. The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees,

contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

- b. Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.
- c. Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.
- d. As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.
- e. Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.
- f. The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

- g. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

**6. INDEPENDENT CAPACITY OF THE SPONSOR.**

- a. The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.
- b. The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

**7. CONFLICT OF INTEREST.**

- a. Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.
- b. In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**8. COMPLIANCE WITH APPLICABLE LAW.**

- a. In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:
  - i. Nondiscrimination Laws. The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for

construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- ii. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
  - iii. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
    - Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
  - iv. **Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided:
    - (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03;
    - (2) The nonprofit organization's management and administrative headquarters must be located in Washington;
    - (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and
    - (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- b. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or

propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- c. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- d. Debarment and Certification. By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."
- e. Requirements for RTP Subawards.
  - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.
  - ii. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

## **9. ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES**

RCO shall administratively review, and Sponsor shall assist RCO in such review, For all funded projects, including land acquisitions for the purpose of capital construction or renovation, not undergoing Section 106 review under the National Historic Preservation Act of 1966, RCO shall review and, if it deems appropriate, confer with the Washington State Department of Archeology and Historic Preservation, tribes, and with any other party/parties that have an interest in, or responsibility for, Project review and protection of archeological, cultural, and historical resources, to determine potential impacts to archeological, cultural and historic resources and plans for protection of such resources. The Sponsor shall cooperate in all such reviews.

- 1. Plans. Sponsor shall comply with all plans RCO or another state or federal agency may develop for the protection of archeological, cultural, and historical resources in the project area, and adjacent areas that may be impacted by the project. This subsection also applies to those projects where a categorical exclusion (subsection 5) may apply.

2. Authorities. At a minimum, review, management, and protection of archeological, cultural, and historic resources, and tribal consultation, shall be performed in the project area and adjacent areas impacted by the project for compliance with the following authorities (as may apply and as in effect at the time of the review):
  - i. Washington State Department of Archeology and Historic Preservation policies and procedures and rule,
  - ii. Sponsor, RCO, and landowners' plans, policies and procedures, directives, laws and rules,
  - iii. State Environmental Policy Act,
  - iv. National Environmental Policy Act,
  - v. National Historic Preservation Act of 1966,
  - vi. Governor's Executive Order 05-05,
3. Scope of Archeological, Cultural, and Historic Resources Review. RCO recognizes that the project area may include multiple parcels with multiple landowners, and additional parties with property rights in the project area. The Sponsor shall apply this section independently to each separately owned property, provided that reviews undertaken must include impacts to individual parcels and cumulative impacts.
4. Compliance. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological, cultural, and historic resources in the project area, and adjacent areas that may be impacted by the project, and comply with any RCO direction for such avoidance, minimization, and mitigation, and reporting and notification thereof.
5. Categorical Exemption. If the Sponsor has reviewed the activities in this grant for impacts to archeological, cultural, and historical resources, and the same for any planned projects in any land acquired with this grant, and determined the project is categorically exempt from further archaeological, historical and cultural resources review, as well as tribal consultation, Sponsor shall notify the RCO in writing prior to beginning the project describing 1) the specific statutory or regulatory exemptions that apply, and 2) their applicability to the specific project. Alternatively, the RCO may determine the project is covered by a categorical exemption, in whole or in part, and notify the Sponsor of such determination.

However, any categorical exemption must meet the standards of and be consistent and allowable by ALL of the following:

1. the project area landowner(s) legal documents and governing documents (if applicable),
2. Sponsor's own policies and procedures and rules,
3. All applicable laws,
4. RCO applicable policies, manuals and/or other guidance, and
5. Washington Department of Archaeology and Historic Preservation's rules and policies.

Alternatively, the RCO may assign a categorical exemption to the project based on its own review.

Regardless of the applicability of any categorical exemption, the RCO reserves the right at any time to require Sponsor to comply with any and all of the provisions of this section.

6. Project Areas Reviewed by a Permitting Authority. For those project areas where a permitting authority for the project conducts an archeological, cultural, and historical resources review and tribal consultation under section 106 of the Historic Preservation Act, NEPA, SEPA, or Governor's Executive Order 05-05, such review and consultation shall substitute for the land owner's, provided that such substitution is allowed only if (a)the permitting authority and landowner are not the same, and (b)the RCO determines that the review and consultation performed by the permitting authority meets RCO standards. When a permitting authority conducts such reviews and tribal consultation, all other subsections herein shall still apply to the Sponsor(s).
7. Project Areas on Sponsor-Owned Property. Unless a categorical exemption applies as stated above, the Sponsor shall perform and be bound by the following:
  - a. Project Review. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, the Sponsor shall review the project for its potential and actual impacts, including any planned projects on lands acquired as part of the project, to any and all archaeological, cultural and historical resources in and adjacent to the project area, in areas where project mitigation shall occur, or other areas that may be affected by project implementation. In this review, Sponsor shall follow its policies and procedures, plans, guidance, rules, and directives, as well as act in compliance with Governor's Executive Order 05-05, the National Historic Preservation Act, the State Environmental Policy Act, the National Environmental Policy Act, and any local laws as may apply. If another governmental agency is responsible in whole or in part for this review the Sponsor shall assist with such review.
  - b. Tribal Consultation. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, Sponsor shall conduct tribal consultation with any interested or affected tribes as defined above. .
  - c. Reporting to RCO and Approval of Project Activities. Sponsor shall provide RCO evidence (which RCO shall prescribe) that it has conducted project review and tribal consultation as described and receive written approval of such review and consultation from RCO prior to Sponsor implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas



where project mitigation shall occur, or any other areas that may be affected by project implementation.

- d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. Monitoring. RCO may require on-site monitoring for impacts to archeology, cultural, and historic resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology, cultural, and historical resource impacts or concerns.
- g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.
- h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources until such time as the reviewing authority with jurisdiction over the found object(s) and areas notifies Sponsor and RCO that work can resume.
- i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with

the affected parties as to the future preservation, excavation, and disposition of the remains and the resumption of work.

8. Project Areas on State or Federal Property Not Owned By Sponsor.

Categorical Exemption. For project area(s) owned by a state or federal agency, and not under review via a permitting nexus (see above), the state or federal agency landowner performing archeological, cultural, and historic resources review and tribal consultation shall make the determination that the project, in whole or in part, is covered by a categorical exemption, and may notify and report such to the Sponsor, or to RCO on behalf of Sponsor.

Project Review and Tribal Consolation. If the project is not categorical exception to archeological, cultural, and historical resources review and tribal consultation, and the project area is located on property owned by the State of Washington or a federal agency, Sponsor shall:

- a. Follow its own policies and procedures, rules, and any applicable laws, for the review, protection, and management of archaeological, cultural, and historic resources, and tribal consultation and other consultations as may apply.
- b. Assist the land owner and other applicable agencies, and the RCO, with its/their review of archaeological, cultural and historic resources, and tribal consultation for the project area.
  - i. RCO may consult directly with the landowner to complete land owner project review and tribal consultation.
- c. Provide RCO evidence that the landowner has 1) conducted archeological, cultural and historic resources review and tribal consultation according to its policies and procedures and applicable laws, and 2) provided Sponsor with permission to begin project implementation in the project area owned by the state or federal agency.
- d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. Monitoring. RCO or the federal or state landowner may require on-site monitoring for impacts to archeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns.
- g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors

working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.

- h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
  - i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.
- 9. Costs. Costs associated with Sponsor's responsibilities under this section of the Agreement are eligible for reimbursement under this Agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

## **10. RECORDS.**

- a. Digital Records. If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- b. Maintenance and Retention. The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records

shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200.333, for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.
- d. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- e. Public Records. Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

## **11. PROJECT FUNDING.**

- a. Authority. This Agreement and funding is made available to Sponsor through the RCO.
- b. Additional Amounts. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement .
- c. Before the Agreement. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

- d. Requirements for Federal Subawards. Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- e. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

## **12. PROJECT REIMBURSEMENTS.**

- a. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- b. Reimbursement Request Frequency. The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- c. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- d. Conditions for Payment of Retainage. RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
  - i. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
  - ii. On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
  - iii. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

- iv. A Notice of Grant for any property rights acquired or donated (if applicable) have been filed with the county lands records office (or United State Government) and a stamped copy received by RCO, and any property rights owned to RCO have been likewise recorded.
- e. Requirements for Federal Subawards: Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
  - i. Are verifiable from the non-Federal entity's (Sponsor's) records;
  - ii. Are not included as contributions for any other Federal award;
  - iii. Are necessary and reasonable for accomplishment of project or program objectives;
  - iv. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
  - v. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
  - vi. Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
  - vii. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.
- f. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:
  - i. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
  - ii. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
  - iii. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
  - iv. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

### **13. ADVANCE PAYMENTS.**

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

### **14. RECOVERY OF PAYMENTS.**

- a. Recovery for Noncompliance. In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- b. Return of Overpayments. The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- c. Requirements for Federal Subawards. RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

### **15. COVENANT AGAINST CONTINGENT FEES.**

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

### **16. INCOME (AND FEES) AND USE OF INCOME.**

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

Income.

- a. Farm and Forest Account (Farmland and Forestland Preservation Grants). Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
- b. Firearms and Archery Range Recreation Projects. Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).

- c. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- d. Use of Income. Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  - i. The Sponsor's matching resources;
  - ii. The project's total cost;
  - iii. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
  - iv. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  - v. Capital expenses for similar acquisition and/or development and renovation; and/or
  - vi. Other purposes explicitly approved by RCO.
- e. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
  - i. Grant program laws, rules, and applicable manuals;
  - ii. Value of any service(s) furnished;
  - iii. Value of any opportunities furnished; and
  - iv. Prevailing range of public fees in the state for the activity involved.
- f. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

## **17. PROCUREMENT REQUIREMENTS.**

- a. Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:
  - i. Publish a notice to the public requesting bids/proposals for the project;
  - ii. Specify in the notice the date for submittal of bids/proposals;
  - iii. Specify in the notice the general procedure and criteria for selection; and
  - iv. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
  - v. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. Alternatively, Sponsor may choose a bid from a bidding



cooperative if authorized to do so. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

b. Requirements for Federal Subawards.

- i. For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
- ii. For RTP subawards, Sponsors shall follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)).

**18. TREATMENT OF EQUIPMENT AND ASSETS.**

- a. Equipment shall be used and managed only for the purpose of this Agreement , unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.
- b. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- c. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.
- d. Requirements for Federal Subawards. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
  - i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  - ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
  - iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  - iv. Adequate maintenance procedures must be developed to keep the property in good condition.

- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- e. Requirements for RTP Subawards.
  - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

#### **19. RIGHT OF INSPECTION.**

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

#### **20. STEWARDSHIP AND MONITORING.**

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

#### **21. PREFERENCES FOR RESIDENTS.**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents, but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

#### **22. ACKNOWLEDGMENT AND SIGNS.**

- a. Publications. The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- b. Signs.
  - i. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

- ii. During the period of long-term obligations, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- c. Ceremonies. The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.
- d. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
  - i. The fund source;
  - ii. The percentage of the total costs of the project that is financed with federal money;
  - iii. The dollar amount of federal funds for the project; and
  - iv. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

**23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS.**

- a. The following provisions shall be in force:
  - i. Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
  - ii. Document Review and Approval. Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
- b. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

- c. Control and Tenure. The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- d. Use of Best Management Practices. Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include “Integrated Streambank Protection Guidelines”, 2002; “Land Use Planning for Salmon, Steelhead and Trout: A land use planner’s guide to salmonid habitat protection and recovery”, 2009”, “Protecting Nearshore Habitat and Functions in Puget Sound”, 2010; “Stream Habitat Restoration Guidelines”, 2012; “Water Crossing Design Guidelines”, 2013; and “Marine Shoreline Design Guidelines”, 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in “Reducing Accidental Introductions of Invasive Species” which is available on the WISC Web site.
- e. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

**24. PROVISIONS APPLYING TO ACQUISITION PROJECTS.**

- a. The following provisions shall be in force:
  - i. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
  - ii. Evidence of Title. The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
  - iii. Legal Description of Real Property Rights Acquired. The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
  - iv. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the

- state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
- v. Deed of Right. The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
  - vi. Assignment of Rights. The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
  - vii. Easements and Leases. The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
  - viii. Real Property Acquisition and Relocation Assistance. In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- b. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, Archeological and Cultural Resources paragraph.
- c. Hazardous Substances.
- i. Certification. The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
  - ii. No hazardous substances were found on the site, or
  - iii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
  - iv. Responsibility. Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
  - v. Hold Harmless. The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss

of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

- d. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports the federal funding agency, through RCO, at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).
- e. Developing and Restoring Purchased Property. If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

## **25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS.**

- a. Long-Term Obligations. This section applies to completed projects only.
- b. Perpetuity. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- c. Conversion. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.

- i. For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
- ii. When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

**26. CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS.**

- a. The following provisions shall be in force for this agreement:
  - i. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
    - a. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
    - b. In a reasonably safe condition for the project's intended use;
    - c. Throughout its estimated useful service life so as to prevent undue deterioration;
    - d. In compliance with all federal and state nondiscrimination laws, regulations and policies.
  - ii. Open to the public. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
    - a. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
    - b. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
    - c. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

## **27. RECORDED NOTICE OF GRANT.**

At the request of RCO, another state agency, or a federal agency, Sponsor shall record a notice of grant on property subject to this Agreement and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to provide constructive notice of the grant and project and to ensure that the present and future use of the project area is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

## **28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS.**

- a. A corporate Sponsor, including any nonprofit Sponsor, shall:
  - i. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
  - ii. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
  - iii. Maintain sites or facilities open to the public and may not limit access to members.

## **29. PROVISIONS FOR FEDERAL SUBAWARDS.**

The following provisions shall be in force for this agreement:

- a. Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- b. Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- c. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319,



12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- d. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- e. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- f. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION.

- g. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- h. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION and the Regional Office of the Environmental Protection Agency (EPA).
- j. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying

with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the non-federal award.

- k. Procurement of Recovered Materials. A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. Required Insurance. The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- m. Debarment and Suspension (Executive Orders 12549 and 12689). The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- n. Conflict of Interest. Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

### **30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS.**

Use of Sport Fish Restoration Logo. Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

### **31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS.**

The following provisions shall be in force for this agreement:

- a. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- b. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- c. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement.
- d. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- e. **Government Agencies.** The requirement of Subsection a through d above shall not apply if the Sponsor is a federal, state, or municipal government which has established an adequate program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy to the RCO.
- f. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does undertake to review, approve, or monitor the safety of the design, construction, or operation of the project and does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer as a result of the project which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

### **32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS.**

This project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), therefore the "Land and Water Conservation Fund General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

### **33. PROVISIONS FOR FARMLAND AND FORESTLAND PRESERVATION PROJECTS.**

The following sections of this Agreement shall not apply if they are included and covered separately in a recorded RCO-approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- a. Income and Income Use; Stewardship and Monitoring; Acknowledgement and Signs; Provisions Applying To Acquisition Projects: Conveyance of Rights to the State of Washington, Building and Structures, and Hazardous Substances; Long-Term Obligations of the Projects and Sponsors: Perpetuity; and Construction, Operation, Use and Maintenance of Assisted Projects.

### **34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS.**

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

### **35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS.**

The following provisions shall be in force for this Agreement if the project is funded in part or wholly from the Puget Sound Acquisition and Restoration program. The Sponsor agrees to the following terms and conditions:

- a. Cost Principles/Indirect Costs For State Agencies. GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- b. Credit and Acknowledgement. In addition to the ACKNOWLEDGEMENT AND SIGNS section, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- c. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.

- d. Drug Free Workplace Certification. Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- e. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- f. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement: “You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.” The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term. The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.
- g. Lobbying. The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities. The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor

affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- h. Reimbursement Limitation. If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- i. Disadvantaged Business Enterprise Requirements. The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- j. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.  
These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows: Purchased Goods 8% MBE 4% WBE; Purchased Services 10% MBE 4% WBE; Professional Services 10% MBE 4% WBE. Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:
  - i. Include qualified minority and women's businesses on solicitation lists.
  - ii. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
  - iii. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
  - iv. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
  - v. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- k. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
  - l. There are any funds budgeted in the contractual/services, equipment or construction lines of the award; and/or \$3,000 or more is included for supplies; or there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items

(a) and (b). When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first. The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form. MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

- m. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.
- n. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- o. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- p. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- q. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
- r. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.



- s. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.
- t. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities. For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:
  - I. Certification Regarding Lobbying, EPA Form 6600-06:  
[http://www.epa.gov/ogd/AppKit/form/Lobbying\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf)
  - II. Disclosure of Lobbying Activities, SF LLL:  
[http://www.epa.gov/ogd/AppKit/form/sflllin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf)
- u. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.
- v. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices). Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information. As of January 1, 2020, the limit is \$654.71 per day \$81.83 per hour.
- w. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- x. International Travel (Including Canada). All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE

travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

- y. Unliquidated Obligations (ULO). Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

- z. Light Refreshments And/Or Meals.

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length and timing for the event; and,
- 3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

- aa. State grant cybersecurity.

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.  
(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the AGecy using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

### **36. ORDER OF PRECEDENCE.**

- a. This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:
  - i. Federal law and binding executive orders;

- ii. Code of federal regulations;
- iii. Terms and conditions of a grant award to the state from the federal government;
- iv. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- v. State Constitution, RCW, and WAC;
- vi. Agreement Terms and Conditions and Applicable Manuals
- vii. Applicable deed restrictions, and/or governing documents.

### **37. LIMITATION OF AUTHORITY.**

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

### **38. WAIVER OF DEFAULT.**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

### **39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH.**

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

### **40. SPECIFIC PERFORMANCE.**

RCO may enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

### **41. TERMINATION AND SUSPENSION.**

- a. The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.
- b. For Cause.

- i. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
    - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
    - b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
    - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
    - d. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
  - ii. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- c. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- i. The Sponsor was not in default; or
  - ii. Failure to perform was outside Sponsor's control, fault or negligence.
- d. Rights of Remedies of the RCO.
- i. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
  - ii. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
  - iii. Non-Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation

is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- iv. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- v. **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

#### **42. DISPUTE HEARING.**

- a. Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:
  - i. The disputed issues;
  - ii. The relative positions of the parties;
  - iii. The Sponsor's name, address, project title, and the assigned project number.
- b. In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.
- c. Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.
- d. The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

- e. Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- f. All costs associated with the implementation of this process shall be shared equally by the parties.

**43. ATTORNEYS' FEES.**

In the event of litigation or other action brought to enforce the terms of this Agreement each party agrees to bear its own attorney fees and costs.

**44. GOVERNING LAW/VENUE.**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**45. SEVERABILITY.**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

**46. END OF AGREEMENT.**

This is the end of the agreement.



Memorandum

Date: 6/7/2022  
Meeting of: City Council

File No. AM No. 22-084  
Type: Consent Item

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

Human Resources	Cathryn Laird	425-556-2125
-----------------	---------------	--------------

DEPARTMENT STAFF:

Human Resources	David Puente	HR Policy and Labor Analyst
-----------------	--------------	-----------------------------

**TITLE:**

Adoption of Ordinance to Correct a Scrivener’s Error in Ordinance No. 3079 and adoption of the Amended Pay Plan “AF-S” Pursuant to the 2022-2024 Collective Bargaining Agreement between City of Redmond and The Washington State Council of County and City Employees, Local 21-RD (AFSCME)

- a. Ordinance No. 3082: An Ordinance of the City of Redmond, Washington, Amending Ordinance No. 3079, Passed by the City Council on May 17,2022, in Order to Correct a Scrivener’s Error, and to Correct Nominal Calculation Errors by Amending Pay Plan "AF-S" in Order to Set Salaries for Supplemental Employees Working in Positions Covered by the AFSCME Bargaining Unit

**OVERVIEW STATEMENT:**

This memo seeks adoption of amended Pay Plan “AF-S” pursuant to the 2022-2024 AFSCME Union Collective Bargaining Agreement (CBA) adopted by Council on May, 17, 2022.

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

**REQUESTED ACTION:**

- Receive Information
- Provide Direction
- Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
RCW 35A.11.020
- **Council Request:**  
N/A
- **Other Key Facts:**

The previous pay plan was adopted on 5/17/2022.

**OUTCOMES:**

This ordinance amends Pay Plan "AF-S" adopted on May 17, 2022 to align with the CBA between the City and AFSCME.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

The change in cost to the 2022-2024 collective bargaining agreement by amending Pay Plan "AF-S" is nominal due to the extremely small number of work hours affected and the small amount by which the rates differ from the plan previously adopted.

Approved in current biennial budget:  Yes  No  N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

Safe and Resilient

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

*If yes, explain:*

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
------	---------	------------------



5/3/2022	Business Meeting	Receive Information
5/17/2022	Business Meeting	Approve

**Proposed Upcoming Contact(s) - N/A**

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

**Time Constraints:**

It would be beneficial to have this amended Pay Plan "AF-S" adopted prior to the actual signing and implementation of the CBA to avoid payroll errors and to avoid more complicated retroactive pay back to January 1, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, any employees paid under Pay Plan "AF-S" adopted on May, 17, 2022, would be paid at a lesser rate than what is outlined in the CBA.

**ATTACHMENTS:**

Attachment A: Ordinance Setting the 2022 Pay and Pay Plan for Supplemental AFSCME Employees  
Exhibit 1: 2022 AFSCME Supplemental Pay Plan "AF-S" (effective Jan 1, 2022)

CITY OF REDMOND  
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING ORDINANCE NO. 3079, PASSED BY THE CITY COUNCIL ON MAY 17, 2022, IN ORDER TO CORRECT A SCRIVENER'S ERROR, AND TO CORRECT NOMINAL CALCULATION ERRORS BY AMENDING PAY PLAN "AF-S" IN ORDER TO SET SALARIES FOR SUPPLEMENTAL EMPLOYEES WORKING IN POSITIONS COVERED BY THE AFSCME BARGAINING UNIT

---

WHEREAS, Ordinance No. 3079 of the City of Redmond, passed by the City Council on May 17, 2022; and

WHEREAS, Section 2 of the ordinance adopting Pay Plan "AF-S" contained a percentage number that was typed incorrectly; and

WHEREAS, the salary ranges will now be adjusted in accordance with the negotiated agreement with the AFSCME bargaining unit.

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

Section 1. Pay Plan "AF-S". Effective January 1, 2022, Supplemental Pay Plan "AF-S" covering supplemental AFSCME employees is hereby adjusted to reflect pay ranges that represent 80 percent to 120 percent of the lowest pay for a comparable Regular position, as adopted by Ordinance No. 3079.

The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2.      Severability.      If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3.      Effective Date.      This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF REDMOND

\_\_\_\_\_  
MAYOR ANGELA BIRNEY

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_

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



2022 PAY PLAN "AF-S" – AFSCME - SUPPLEMENTAL						
<b>Ordinance No. xxxx</b>						
<b>Washington State Council of County and City Employees - Local 21-RD Bargaining Unit (AFSCME)</b>						
<b>Effective January 1, 2022</b>						
HOURLY						
Grade	FLSA	Position Title	Min	Mid	Max	
SA5	NE	Maintenance Aide	\$18.47	\$23.09	\$27.71	
SA9A	NE	Meter Reader	\$21.66	\$27.07	\$32.48	
SA8/11	NE	Maintenance Technician	\$22.50	\$28.12	\$33.74	
SA10	NE	Small Equipment Auto Service Worker	\$24.11	\$30.14	\$36.16	
SA17	NE	Inventory Control Specialist	\$24.58	\$30.73	\$36.87	
SA18	NE	Water Quality Cross Connection Spec	\$27.27	\$34.09	\$40.90	
SA19	NE	HVAC Technician	\$27.43	\$34.29	\$41.14	
SA13	NE	Utility Systems Technician	\$28.17	\$35.21	\$42.25	
SA20	NE	Water Quality Analyst	\$28.37	\$35.47	\$42.56	
SA21	NE	Traffic Signal Technician	\$28.43	\$35.54	\$42.65	
SA16	E	Source Control Administrator	\$28.65	\$35.82	\$42.98	
SA14	NE	Lead Maintenance Worker	\$28.73	\$35.91	\$43.09	
SA12	NE	Mechanic	\$28.82	\$36.03	\$43.23	
SA22	NE	Fleet Ops Lead	\$29.96	\$37.45	\$44.94	
SA15	NE	Lead Traffic Signal Technician	\$30.14	\$37.68	\$45.21	
SA15	NE	ITS Network Technician	\$30.14	\$37.68	\$45.21	



Memorandum

**Date:** 6/7/2022  
**Meeting of:** City Council

**File No.** AM No. 22-085  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

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

**DEPARTMENT STAFF:**

Planning and Community Development	Brooke Buckingham	Human Services Manager
------------------------------------	-------------------	------------------------

**TITLE:**

Approval of the Eviction Prevention Rent Assistance Program (EPRAP) Data Sharing Agreement between the City of Redmond and King County

**OVERVIEW STATEMENT:**

King County is ending its Eviction Prevention Rent Assistance Program, which has provided significant financial support to keep families and individuals impacted by COVID housed. In order to serve potentially eligible Redmond households with other local resources, the City is requesting the transfer of client contact information. This requires approval from Council to designate the Mayor to sign a data sharing agreement.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Human Services Strategic Plan
- **Required:**  
This transfer of information requires signing of the attached data sharing agreement, which is considered an Interlocal Agreement. Interlocal Agreements need Council approval to delegate signing authority to the Mayor.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Addressing ongoing impacts of COVID-19 and providing supports to keep families housed is a priority of the Human Services Strategic Plan.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

The staff time required to administer this interlocal agreement is included in the adopted budget.

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

**Budget Offer Number:**

000248

**Budget Priority:**

Vibrant and Connected

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

***If yes, explain:***

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Timely approval will ensure that staff can follow-up and serve potentially eligible households.

**ANTICIPATED RESULT IF NOT APPROVED:**

Households may not be provided needed rental assistance resources.

**ATTACHMENTS:**

Attachment A: Eviction Prevention Rent Assistance Program Data Sharing Agreement between the City of Redmond and King County Department of Community and Human Services



**Eviction Prevention Rent Assistance Program  
Data Sharing Agreement  
Between  
*King County Department of Community and Human Services*  
And  
*City of Redmond***

### Background

In response to the COVID-19 pandemic, federal and state funds have been targeted to provide rental assistance to King County residents at risk of housing instability due to pandemic-related financial loss. Both King County's Department of Community and Human Services (KC DCHS) and the City of Redmond are operating rental assistance programs that include contracts with community-based organizations to support tenants and their landlords through the eligibility determination process.

To ease confusion and burden on Redmond residents interested in registering for both programs, the County has agreed to share tenant data with the City of Redmond. This collaboration will also reduce the risk of duplication of benefits for tenants and their landlord's receiving assistance in King County.

### Purpose

The purpose of this Data Sharing Agreement (DSA) between KC DCHS and the City of Redmond (collectively referred to as "The Parties") is to clearly establish defined roles, responsibilities, and expectations as it relates to data sharing between the Parties

### Minimum necessary

The Parties will share the minimal viable data elements needed for Redmond residents that did not receive rent assistance through KC EPRAP, so that they may receive rent assistance through the City of Redmond.

### Data to be shared

DCHS will provide contact information (Tenant data: FName, LName, Email Address, Phone Number, Preferred Language, and Landlord data: Name, Phone, Email and Address) for the heads of households identified as Redmond residents with the following EPRAP data system statuses:

- Pre-registered tenant pool
- Ineligible with the following denial categories reasons
  - Incomplete Supporting Items
  - Landlord Did Not Agree to Terms & Conditions
  - Landlord Non-Responsive
  - Landlord not Registered
  - Non-Responsive
  - Over Income Limit
  - Tenant has moved

### DCHS Obligations:

1. KC DCHS shall provide data to the City of Redmond in a mutually agreed upon data format and secure manner.
2. Immediately communicate any planned changes to the EPRAP program, data system, selection process, or data sharing that may impact the objective of this MOU.

### City of Redmond Obligations:

1. The data shared may only be used to determine eligibility and provide rent assistance by the City of Redmond and its contracted Community Based Partners.
2. The City shall process the data provided by the County and begin engaging selected tenants to explain they are now being assisted by the City of Redmond program and are not a client of King County's program and are not eligible to re-enter either programs' tenant selection pools.
3. Immediately communicate any planned changes to the program, data system, selection process, or data sharing that may impact the objective of this MOU.
4. Receive and maintain the data in a secure location that requires access from staff who only require the information as part of their job responsibilities

### Indemnification

To the greatest extent allowed by law the City and KC DCHS agree to defend, indemnify and hold harmless each other, their respective officials, agents, and employees from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees) that arise out of or are related to the negligent acts or omissions of the indemnifying party (and its officials, agents, and employees acting within the course and scope of their employment) and in the performance of said party's obligations under this Agreement or the exercise of a party's rights and privileges under this Agreement. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.

The foregoing provisions specifically and expressly intend to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

### Standard Terms and Conditions

- A. This MOU is the complete and exclusive statement of agreement between the parties, and it supersedes all prior agreements, oral or written, relating to the subject matter of this MOU.
- B. Neither party shall have the right to assign or transfer any rights or obligations under this MOU without the prior written consent of the other party.
- C. This MOU shall remain in force until revoked in writing by either party with thirty (30) days' advance written notice.
- D. This MOU may be amended or modified only by a written agreement signed and executed by both parties.
- E. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.
- F. Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

**City of Redmond**

**By:**

---

**Authorized Signatory Name and Title**

---

**Authorized Signatory Signature**

---

**Date**

**Address:**

**By:**

---

**DCHS Authorized Signatory Name and Title**

---

**DCHS Authorized Signatory Signature**

---

**Date**

**Address:  
King County  
401 Fifth Avenue  
Seattle, WA 98104**





Memorandum

Date: 6/7/2022  
Meeting of: City Council

File No. AM No. 22-086  
Type: Consent Item

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

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

DEPARTMENT STAFF:

Parks	Loreen Hamilton	Parks Director
Public Works	Jon Spangler	Engineering Manager
Public Works	Lisa Singer	Sr. Engineer Project Manager
Parks	Caroline Chapman	Sr. Park Planner

TITLE:

Approval of a Consultant Agreement with Otak in the Amount of \$705,000 and Authorize Staff to Negotiate and Acquire Property Rights for Redmond Central Connector Phase III (RCC III)

OVERVIEW STATEMENT:

The consultant, Otak, has been selected for the Redmond Central Connector Phase III (RCC III, RCC3), Project No. 50021915 from the 9900 block of Willows Road to NE 124<sup>th</sup> Street. This consultant agreement is for the Design and Property Rights Acquisition phase of the project. Future supplemental agreement(s) would cover the construction phase services, which may include construction engineering, management, and inspection.

Staff is seeking authorization to negotiate and acquire property rights for the project as needed.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
Redmond Central Connector Master Plan  
Transportation Master Plan  
Parks, Arts, Recreation, Culture & Conservation (PARCC) Plan  
Redmond Comprehensive Plan

- **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:**

The Redmond Central Connector is a key regional link from Redmond to Issaquah via the East Lake Sammamish Trail, two light rail stations (Downtown, Marymoor Village), and the Cross Kirkland Corridor that connects to Totem Lake Transit Center. It is part of the larger Eastrail, a 42-mile corridor between Snohomish County and Renton. Redmond Central Connector III is Redmond’s third and final phase consisting of 1.6 miles of the trail to be completed and will improve access to businesses on Willows Road and Kirkland at NE 124<sup>th</sup> Street. The completed trail is expected to be used by 250,000 people annually.

**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:**  
\$705,000

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

**Budget Offer Number:**  
CIP

**Budget Priority:**  
Vibrant & Connected. Added to CIP in mid-year budget adjustment in August 2021.

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

**If yes, explain:**  
N/A

**Funding source(s):**  
Parks CIP, State Department of Commerce Legislative Grant, Puget Sound Regional Council (PSRC) Federal Highway Grant

- see details in attachment

*Grants Applied for, Not Yet Awarded:*

Recreation and Conservation Office Grant (application submitted May 2022, awards not yet announced),  
Federal Appropriations Request. See attachment for more information.

**Budget/Funding Constraints:**

State Legislative Request and Puget Sound Regional Council (PSRC) funding need to be committed by 2024.

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
5/24/2022	Committee of the Whole - Parks and Environmental Sustainability	N/A

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

State Legislative Request and Puget Sound Regional Council Federal Highway funding need to be committed by 2024.

**ANTICIPATED RESULT IF NOT APPROVED:**

Not approving agreement will result in delaying project design, increasing the cost to complete the project, and impacting grant funding.

**ATTACHMENTS:**

Attachment A: Vicinity Map

Attachment B: Additional Project Information

Attachment C: Redmond Central Connector One Pager Summary Information

Attachment D: Consultant Agreement



# Redmond Central Connector Phase III

Redmond, WA



## Attachment B – Additional Project Information

### Redmond Central Connector Phase III

#### Project Discussion

This project will complete the final connection of the Redmond Central Connector, between the 9900 block of Willows Road and NE 124<sup>th</sup> Street. This consultant agreement includes the cost of the design and property rights acquisition phase. Future supplemental agreement(s) will be for the construction phase and may include construction engineering support, construction management, inspection, and special inspection services.

Additional funding sources are being evaluated and pursued (see Fiscal) to close the funding gap.

#### Project-Related Community/Stakeholder Outreach

Extensive community outreach was done in the development of the Redmond Central Connector Master Plan that was adopted in 2011. Phase III of the RCC will complete the implementation of the core components of this Master Plan. An outreach plan specific to this phase of the project will be developed as part of the contract scope.

#### Consultant Agreement History

	<b>Date</b>	<b>Amount</b>	<b>Maximum Amount Payable</b>
Original Agreement	current	\$705,000	\$705,000

**Fiscal Information****Current Project Budget**

Dept. of Commerce Grant	\$ 700,000
FHWA* Grant through PSRC**	\$2,130,000
Parks CIP 2021-2022	\$2,817,216
<b>Total Funding</b>	<b>\$5,647,216</b>

\*FHWA = Federal Highway Administration

\*\*PSRC = Puget Sound Regional Council

**Estimated Project Costs**

Right of Way	\$149,154
Preliminary Design	\$536,193
Design	\$885,562
Construction	\$4,614,760
Contingency	\$1,414,259
<b>Total Estimated Project Cost</b>	<b>\$7,599,928</b>

**Budget Difference** **(\$1,952,712)**

**Pending and Possible Funding Sources to Balance the Gap**

PSE easement (in negotiation)	TBD
RCO* Grant (applied for)	\$1,000,000
Direct Federal Appropriations (requested)	\$1,500,000
WSDOT Ped Bike Program (applied for)	\$1,000,000
King County Parks Levy Grant	TBD
<b>Total Pending Funding</b>	<b>\$3,500,000</b>

\*RCO = Washington State Recreation and Conservation Office

# Redmond Central Connector

The Redmond Central Connector Trail brings people together, showcases the beauty of our community, improves active transportation choices, and supports jobs.

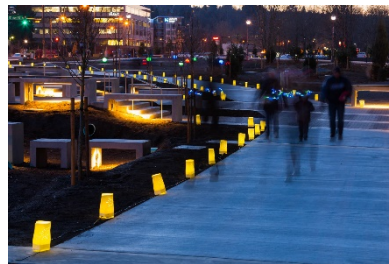


## Summary

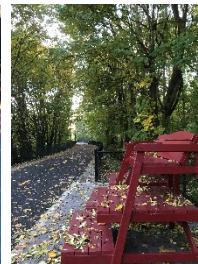
The Redmond Central Connector (RCC) is a regional trail, linear park, utility corridor, and future home to Sound Transit's Downtown Redmond Light Rail Station. It supports a City vision of being inspired by nature while connecting neighborhoods and vibrant urban centers. The RCC is a regional, hard-surface trail that will connect with more than 60 miles of regional trails. Once completed, the trail will be the key regional link from Redmond to Sammamish and Kirkland—revitalizing a former rail corridor to provide transportation choices, recreation opportunities, increased commercial, retail and office activity, and a draw for tourism.

## Strategies

Redmond invested \$11.35 million in 2010 to secure four miles of the rail-banked former Burlington Northern Santa Fe rail corridor, known as the Eastside Rail Corridor (Eastrail) and buy adjacent properties to accommodate the intended uses. The trail was designed as a linear park with integrated art, spaces for gathering and events, mid-block connections, safety improvements at intersections and a paved trail.



RCC, PHASE I



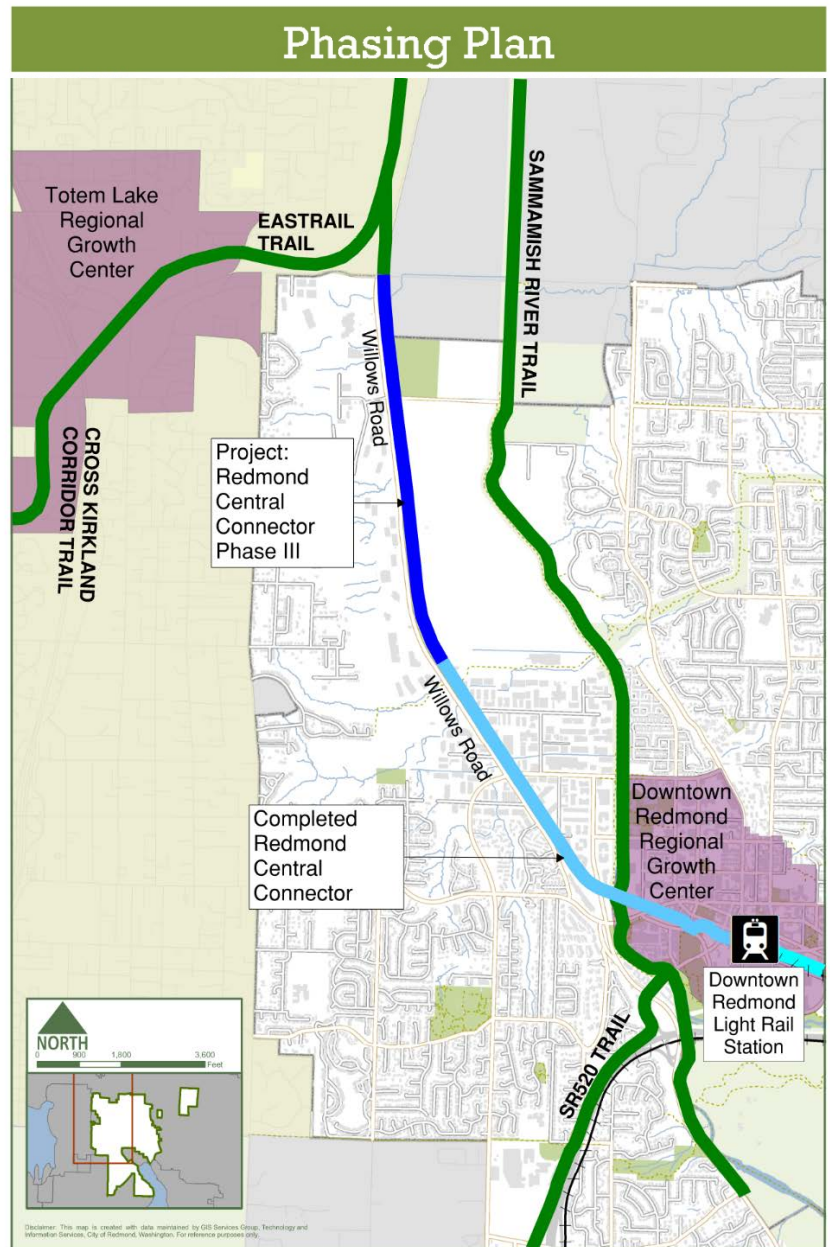
RCC, PHASE II

The RCC is being built in three phases, from the East Lake Sammamish Trail to the Cross Kirkland Corridor. The first two phases have been built and are being enjoyed by tens of thousands of people a month. The final phase, RCC III, will be designed and constructed once funding is available. Our partner Puget Sound Energy plans to build a maintenance access road with the City building the 1.6 miles of trail on top of that access road. The RCC is part of the Eastrail regional partnership between Redmond, Kirkland, Woodinville, King County, Sound Transit, and Puget Sound Energy to redevelop the 42-mile rail-banked corridor between Snohomish County and Renton into an expanded regional trail and transit system, and accommodate regional utilities.



## Regional Benefits of this Project

- Provide an active transportation option for approximately 200,000 trail users and commuters annually.
- Connect trail users directly from the Willows business district to key destinations throughout the Eastside via the regional trail network including the Sammamish River Trail, East Lake Sammamish Trail, 520 Trail, Cross Kirkland Corridor, and Eastrail.
- Enhance bicycle and pedestrian safety by reducing vehicle/bicycle accidents in Redmond along Willows Road between NE 95th Street and the DigiPen Institute of Technology. Approximately 54 percent of DigiPen students bicycle or walk to campus from Downtown Redmond.
- Allow the City to meet state approved trail level of service requirements for the Willows neighborhood.



## Contacts

- Angela Birney, Mayor, [mayor@redmond.gov](mailto:mayor@redmond.gov), (425) 556-2101
- Briahna Murray, City Lobbyist, [bmurray@gth-gov.com](mailto:bmurray@gth-gov.com), (253) 310-5477

Notice of nondiscrimination is available at [redmond.gov/TitleVI](http://redmond.gov/TitleVI).

无歧视声明可在本市的网址[redmond.gov/TitleVI](http://redmond.gov/TitleVI) 上查阅

El aviso contra la discriminación está disponible en [redmond.gov/TitleVI](http://redmond.gov/TitleVI).



**Redmond**  
WASHINGTON

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

Agreement Number:

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

## Index of Exhibits

- Exhibit A      Scope of Work
- Exhibit B      DBE Participation
- Exhibit C      Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D      Prime Consultant Cost Computations
- Exhibit E      Sub-consultant Cost Computations
- Exhibit F      Title VI Assurances
- Exhibit G      Certification Documents
- Exhibit H      ~~Liability Insurance Increase~~ not applicable
- Exhibit I      Alleged Consultant Design Error Procedures
- Exhibit J      Consultant Claim Procedures

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

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Lisa Singer  
Agency: City of Redmond  
Address: 15670 NE 85th Street  
City: Redmond State: WA Zip: 98052  
Email: [lsinger@redmond.gov](mailto:lsinger@redmond.gov)  
Phone: (425) 556-2726  
Facsimile: n/a

If to CONSULTANT:

Name: Nico Vanderhorst  
Agency: OTAK  
Address: 11241 Willows Rd, Ste 200  
City: Redmond State: WA Zip: 98052  
Email: [nico.vanderhorst@otak.com](mailto:nico.vanderhorst@otak.com)  
Phone: (425) 739-4212  
Facsimile: n/a

#### **IV. Time for Beginning and Completion**

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

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



## V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

Agreement Number:

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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



## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**Exhibit A**  
**Scope of Work**

---

See attached Scope.

Project No.



---

---

## EXHIBIT A

### SCOPE OF SERVICES DESIGN/ENGINEERING (PS&E) SERVICES

#### Redmond Central Connector Phase 3 (RCC3)

City of Redmond Project No. 50021915

(Otak Project No. 32246.E00)

May 2022

#### Description of Project:

The purpose of the Redmond Central Connector Phase 3 (RCC3) Project is to continue the design and construction of a regional trail corridor from the 9900 Block of Willows Road NE to NE 124<sup>th</sup> Street, approximately 1.6 miles in length. The trail will be located within the former Burlington Northern Railroad (BNSF) rail corridor and will generally consist of a 12-foot-wide paved trail, along with associated street crossing improvements, trail connections, storm drainage, utilities, landscape, and urban design improvements. The trail will be consistent with and incorporate the design principles and elements developed as part of the Redmond Central Connector Master Plan and the completed Phase 1 (RCC1) and Phase 2 (RCC2) trail segments.

Puget Sound Energy (PSE) will be constructing the Sammamish-Juanita Transmission Line along the proposed location of RCC3. The PSE Project will include work that is supportive of the RCC3 Project, including the construction of culverts, retaining walls, storm drainage, and a 17-foot-wide gravel maintenance access roadway. PSE is expected to complete their improvements by the end of 2023. This Scope of Services will incorporate the PSE improvements as an existing condition and further develop the RCC3 segment of the regional trail.

The objective of this Scope of Services is to provide Professional Services necessary to develop the Plans, Specifications, and Estimates (PS&E), and obtaining the necessary right-of-way approvals and permits and environmental clearances to construct the trail project. The following Scope of Services describes the design/engineering services required to prepare Plans, Specifications, and Construction Estimates to a 100% (Final) level and to support the City during the bid period until the award of bid. The project has multiple funding sources, including a federal grant for the construction phase. Although there are no consultant minimum DBE requirements for the design phase due to the federal funding being for construction, the consultant has made a good faith effort to include DBE firms on their team. The project design and construction documents will address funding requirements.

This Scope of Services is for the design and property rights phase. Future supplemental agreements will be for additional work and may include construction engineering services, construction management and administration, and inspection and special inspection.

Anticipated Construction Cost: \$3.125 million. The results of the 30% PS&E Phase may adjust this estimate and thereby adjust the remaining scope and/or fee estimate.

## Subconsultants

- Berger Partnership – landscape design and urban design
- HWA Geosciences – geotechnical engineering and geotechnical testing (DBE/SBE)
- Transportation Engineers NW – traffic, signal/street crossing modifications, lighting
- RES Group Northwest – right-of-way acquisitions services (DBE/SBE)
- CRC – cultural resources (DBE/SBE)
- Tree Frog LLC – arborist services

## 1. Project Management and Coordination

### 1.1. Coordination with City of Redmond

OTAK will coordinate with City of Redmond (“CITY”) on a regular basis to keep the CITY’s project manager informed about project progress, project issues and schedule. OTAK will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving forward. Regular communication with the CITY will occur on a weekly basis.

### 1.2. Preparation of Project Management Plan and Project Schedule

OTAK will prepare a preliminary Project Management Plan (PMP) prior to the project kickoff meeting. The PMP will define project goals and design criteria, communications, deliverables, and quality control requirements. A project schedule (MS Project) will be developed and maintained as part of the PMP. The project schedule will detail individual work elements of the project scope, and schedule requirements incorporating both internal and external milestones. The schedule will extend from project inception through Final PS&E and Bid Advertisement. The PMP will be updated after the project kickoff meeting, subject to comments received.

#### Deliverables

- Project Management Plan
- Project Schedule Updates

### 1.3. Project Kickoff Meeting

OTAK will attend one (1) project kickoff meeting with CITY Staff. The kickoff meeting will be used to introduce all significant project team members, review, and discuss project goals and requirements, and to review the project schedule. The kickoff meeting will include review of communication requirements, roles and responsibilities, and the content of upcoming deliverables. Quality control requirements will also be reviewed.

#### **1.4. General Coordination Meetings with City (Assume 6 Meetings)**

Project coordination meetings with CITY Staff will occur approximately on a monthly or bi-monthly basis to review progress, to discuss project related issues, to review schedule, and to discuss current topics. The project coordination meetings will be held virtually, at OTAK offices, or at the CITY, depending on agenda/topics to be covered. It is anticipated that a total of six (6) coordination meetings will be held during the design period. Attendance will generally include OTAK's project manager and project engineer along with other team members needed to support the planned agenda items. OTAK will prepare meeting agendas and meeting minutes for distribution to the project team.

##### **Deliverables**

- Meeting Agendas and Meeting Minutes

#### **1.5. Project Management Meetings with City (Assume 32 Meetings)**

Regular project management meetings with the City's project manager and CITY Staff will occur approximately on a weekly basis to provide regular check-ins. The project management meetings will generally be held virtually. It is anticipated that a total of thirty-two (32) project management meetings will be held during the design period. Attendance will include only OTAK's project manager. Meetings are expected to be one (1) hour or less.

#### **1.6. Subconsultant Management**

OTAK will coordinate and review all work provided by its subconsultants. Coordination will include scheduling of work, scheduling of meetings, and general design oversight. Review will include the internal review of subconsultant deliverables, and review and processing of monthly subconsultant invoices. OTAK will be responsible for ensuring that all subconsultants remain on schedule and provide quality deliverables.

#### **1.7. Project Monitoring and Reporting**

Project management will include the coordination of design team members, internal project scheduling, and the preparation of a monthly progress report and a monthly billing statement. Monthly progress reports will include information on major activities, anticipated actions, and outstanding issues to be resolved.

##### **Deliverables**

- Monthly Progress Reports and Monthly Invoices

## **2. Data Collection and Review**

### **2.1. Data Collection and Review of Existing Information**

OTAK will inventory significant features to be considered in design. This task will also include collection and review of existing codes, records, maps, reports, and other relevant information from the CITY.

### **2.2. Review of Existing Field Conditions**

OTAK's project team will conduct a field visit at the start of the project that includes a comprehensive review of existing field conditions. Existing conditions will be documented, and digital photographs will be taken.

## **3. Topographic Surveying/Mapping**

### **3.1. Supplemental Topographic Surveying/Mapping**

An existing topographic survey of the project corridor has been completed by OTAK for Puget Sound Energy. It is assumed that this survey will be utilized for design. Additional field and office time is expected for miscellaneous field "pickup" that will become evident during the design process for areas such as connection points and crossings. A total of twenty-four (24) additional field crew hours and associated office support time have been budgeted for this task.

#### **Deliverables**

- Updated Topographic Base Map

### **3.2. As-Built Survey of PSE Maintenance Access Road (Optional – Not Included in Base Scope of Services)**

After Puget Sound Energy completes construction of the proposed Maintenance Access Road within the trail corridor, OTAK will complete a select as-built survey of critical Maintenance Access Road locations. The focus will be on trail connection points, drainage/culvert elements, and retaining walls.

#### **Deliverables**

- Updated Topographic Base Map with As-Built Data

## **4. Right-of-Way Support Services**

### **4.1. Right-of-Way Support Coordination and Management**

OTAK will coordinate Right-of-Way acquisition activities with the CITY and Right-of-Way Subconsultant (RES Group Northwest). Work will include providing technical support to the Right-of-Way Subconsultant to evaluate right-of-way impacts and requirements. Project support will include two (2) coordination meetings.



#### **4.2. Right-of-Way Support Preparation of Exhibits/Legal Descriptions (Optional – Not Included in Base Scope of Services)**

OTAK will provide exhibits and legal descriptions to support the Right-of-Way Acquisition process. Work will include preparation of exhibits and legal descriptions for temporary construction easements on up to two (2) parcels. OTAK will also provide Right-of-Way Plans to support the Right-of-Way approval process.

##### **Assumptions**

- No permanent property rights are needed.
- Federal Aid Right-of-Way Acquisition procedures will be followed as applicable.

##### **Deliverables**

- Right-of-Way Exhibits and Legal Descriptions
- Right-of-Way Plans

### **5. Environmental/Permitting**

Permit applications and supporting environmental and regulatory compliance documentation will be prepared under this task. Federal, state, and local regulatory compliance requirements are included, as well as underlying deliverables and assumptions for the work.

#### **5.1. Review/Documentation of Regulatory Requirements**

OTAK will provide review/documentation of regulatory requirements for the project, including review of the environmental documents prepared by PSE for the Sammamish-Juanita Transmission Line Project. A table summarizing anticipated permit requirements, application materials required, and schedule will be prepared. A data-gap analysis will be completed to determine if additional data gathering is necessary, including field work.

##### **Deliverables**

- Summary Table of Regulatory Requirements

#### **5.2. General Coordination with Permitting/Regulatory Agencies**

OTAK will provide general coordination and design input to support the environmental/permitting effort and compliance requirements. Coordination meetings will be held with the permitting agencies and with City of Redmond to review/discuss project issues during the design process. Technical design support will be provided per other Task 5 items as described below. Prior to permit submittals, OTAK will support CITY staff to arrange a meeting, preferably on-site, with all applicable CITY, State, and Federal resource, and regulatory agency staff and WSDOT Local Programs Engineer to assure there is a clear understanding of the existing and proposed conditions for the project prior to submitting permit applications. After permits are submitted, Otak will coordinate with CITY staff to respond to comments, provide additional clarification, and assist with moving the permits through the review process efficiently.

### **5.3. Design Review and Coordination with Project Team**

OTAK's environmental team will coordinate with the design team to review the design and to coordinate on regulatory requirements and potential impacts. This task entails environmental review and guidance during design with a goal of avoidance and minimization of impacts. Task 5.3 includes up to three (3) Meetings with the design team focused on environmental/permitting review.

### **5.4. Environmental/Permitting Field Work**

The environmental work prepared by PSE for the Sammamish-Juanita Transmission Line Project will be utilized and supplemented as needed, particularly for work outside the limits of the PSE maintenance access roadway. OTAK will conduct field work necessary to collect the data for the preparation of the technical documents and permit applications for the project. Wetland boundary and stream ordinary high water (OHW) delineations will be conducted to meet the requirements of the City of Redmond, the Corps of Engineers (the Corps), and Washington State Department of Ecology (Ecology). Wetland and stream boundaries within the study area will be flagged in the field and subsequently surveyed and added to the project basemap. Riparian and priority wildlife habitats will also be assessed.

Data forms documenting the wetland boundaries will be completed. Wetlands will be rated according to the 2014 Ecology *Washington State Wetland Rating System for Western Washington* methodology and classified per JCC 18.22.710(2) (Wetland Rating). Streams will be rated per Washington Department of Natural Resources criteria for compliance with JCC 18.22.610 (Classification/designation), and buffer widths for wetlands and streams will be identified.

#### **Deliverables**

- Draft and Final Wetland and Stream Delineation Report (Electronic PDF and Word Format)

### **5.5. Preparation of Draft and Final Environmental Permits**

#### **5.5.1 Critical Areas Report**

The Critical Areas Report will summarize the existing conditions, describe project impacts to critical areas (e.g., wetlands, streams, and wildlife habitat areas), include the mitigation sequencing statement, and present the proposed mitigation to offset project impacts (if applicable). The Critical Areas Report will include the onsite wetland, stream habitat, and buffer mitigation opportunities on site.

#### **Deliverables**

- Draft and Final Critical Areas Report (Electronic PDF and Word Format)

#### **5.5.2 NEPA Compliance Documentation**

To comply with NEPA requirements a NEPA Categorical Exclusion Documentation Form will be prepared per the criteria in WSDOT's LAG Manual. The NEPA Categorical Exclusion Documentation Form and supporting environmental reports will be submitted to the CITY as the Local Agency. The CITY will submit to WSDOT's Local Programs. Specific technical studies are not anticipated to be required for this project

and are not included in this scope of work, such as: noise study, hazardous materials survey/report, air quality study, or an Environmental Justice Report.

**Assumptions**

- The project will result in a Documented Categorical Exclusion. Preparation of a NEPA EIS or EA is not required
- Federal Funds will not be used for right-of-way or easement acquisition

**Deliverables**

- Draft and Final NEPA Categorical Exclusion Documentation Form

**5.5.3 SEPA Compliance**

The project will require compliance with the State Environmental Policy Act (SEPA). OTAK will prepare a SEPA checklist for the project, with vicinity map and simple plan view appropriate for the public and will submit the checklist to City of Redmond for environmental review as the lead agency in the SEPA process.

**Assumptions**

- The proposed project will result in a Mitigated Determination of Non-Significance (MDNS)
- Preparation of a SEPA EIS is not required
- The CITY will prepare the SEPA Threshold Determination and Notice

**Deliverables**

- Draft and Final SEPA Checklist

**5.5.4 ESA Compliance Documentation (Biological Assessment)**

Documentation necessary for compliance with the provisions of the Endangered Species Act (ESA) will be prepared for the project. A Biological Assessment (BA) will be prepared with the National Marine Fisheries Services (NMFS) and the US Fish and Wildlife Service (USFWS) for project impacts to ESA-listed species. Formal consultation with NMFS is not expected to be required for this project because the impacts are not anticipated to result in an adverse effects determination. It is anticipated that ESA compliance will be completed as a component of NEPA compliance prior to the application to the Corps for a Section 404 permit. The Biological Assessment will include water quality impacts analysis using WSDOT's Hi-Run model due to the anticipated increase in impervious surfaces from the paved trail.

**Deliverables**

- Draft and Final BA submitted to the CITY for submission to WSDOT

**5.6. JARPA Forms and Drawings**

A Joint Aquatic Resources Permit Application (JARPA) will be completed when the project reaches a 60 percent design stage. The JARPA will be used to apply for the Ecology Section 401 certification and the

Department of the Army (Section 404) permit from the Corps of Engineers. OTAK will submit the permit applications to USACE and WDFW and function as the CITY's agent in securing permit approvals.

**Assumptions**

- A Section 404 Individual Permit will not be required
- The project will fit under a Nationwide Permit No. 14 for Linear Transportation

**Deliverables**

- Draft and Final JARPA Application (form and drawings)

**5.7. City of Redmond Permits**

OTAK will assist with required CITY of Redmond permits. It is anticipated that a Clearing and Grading Permit and a Land Use Application for Critical Areas will be required.

**Deliverables**

- Clearing and Grading Permit Application
- Land Use Application – Critical Areas

**5.8. Preparation of SWPPP and NPDES Stormwater Permit**

OTAK will prepare a Stormwater Pollution Prevention Plan (SWPPP) and a Department of Ecology Notice of Intent (NOI) Application for a Construction Stormwater General Permit for the project. The SWPPP will be prepared in accordance with City of Redmond and Department of Ecology requirements and utilize the TESC Plans prepared under other Tasks. OTAK will prepare supporting figures and calculations for the SWPPP and the Stormwater General Permit. The City of Redmond will be responsible for required legal notices.

**Deliverables**

- Stormwater Pollution Prevention Plan (SWPPP)
- Construction Stormwater General Permit Application

**5.9. Preparation of Mitigation Design (Optional – Not Included in Base Scope of Services)**

Optional – not included in Base Scope of Services. Further detail to be provided if needed.

**6. Franchise Utility Coordination**

**6.1. Coordination/Meetings with Franchise Utilities and City (Assume 2 Meetings)**

OTAK will begin communications with utility companies (power, telecommunications, water, sanitary sewer, gas, etc.) shortly after the notice to proceed, to verify locations of existing facilities and to discuss

any potential relocation requirements, cost, schedule, and recommendations on location of new facilities including new illumination at road crossings if needed. OTAK will also coordinate with other CITY departments as needed to coordinate CITY utility locations within the project limits. Coordination meetings will occur throughout the course of the project. It is anticipated that up to two (2) utility coordination meetings will occur with utilities that are determined to have conflicts or require relocation.

## **6.2. Coordination/Review and Utility Conflict Resolution**

Based on information determined during coordination per Task 6.1, it is anticipated that existing utilities may need to be relocated to accommodate the proposed project. Once potential conflicts are identified, OTAK will provide additional engineering to determine if the design can be revised to avoid utility conflict or to provide guidance to the utility companies on relocation efforts. A Utility Coordination Plan will be prepared to document the location of all potential utility conflicts.

### **Deliverables**

- Utility Coordination Plan

## **6.3. Evaluate Accommodation of Future Utilities**

It is anticipated that there may be an interest in utilizing the trail corridor to accommodate future utilities. OTAK will coordinate with the CITY up to two (2) utilities to determine potential locations for future utilities. Coordination will include attendance of one (1) coordination meeting and preliminary establishment of future utility locations. OTAK will prepare a Preliminary Concept Plan of the proposed future utilities.

### **Deliverables**

- Preliminary Concept Plan of Proposed Future Utilities

# **7. Preliminary Design/Engineering (30% PS&E)**

## **7.1. Design Coordination Meetings (Assume 4 Meetings)**

Design review coordination meetings with CITY Staff and the design team will occur around key project delivery milestones to review progress, to discuss project related issues, to review technical design topics, and to discuss/resolve milestone review comments. It is anticipated that a total of four (4) design review coordination meetings will be held during the 30% design period.

### **Deliverables**

- Meeting Agendas and Meeting Minutes

## **7.2. Review and Establish Preliminary Trail Alignment/Concepts**

OTAK will review alignment information provided by the CITY along with existing topographic mapping data to provide preliminary alignment analysis. The analysis will include both horizontal layout and vertical profile. The key focus of this task will be to determine where the trail alignment may diverge from the PSE

maintenance access roadway alignment, particularly at intersections. The trail alignment design will balance available right-of-way, critical area impacts, corridor impacts, construction cost, aesthetic considerations, and constructability. OTAK will develop up to two (2) trail alignment concepts at each intersection for review.

**Deliverables**

- Preliminary Alignment Roll plot (Electronic PDF)

**7.3. Preparation of 30% Plans**

OTAK will prepare 30% level civil design plans for the proposed trail alignment. Plans will be prepared to current City of Redmond standards. An anticipated drawing list for the project is attached as Exhibit A-2 showing the drawings that are anticipated at the 30% level. Plans will include roadway sections, horizontal layout, vertical profile, and schematic layout of utility improvements for storm drainage. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. The 30% Civil Plans will be coordinated and submitted to the CITY for review. Review comments will be addressed and incorporated into the 60% Civil Plans.

**Deliverables**

- 30% Plans (Electronic 11x17 Inch PDF Format)

**7.4. Preparation of 30% Quantities and Construction Cost Estimate**

A Summary of Quantities will be prepared for the bid quantities anticipated at the 30% level of design. The Summary of Quantities will be used as the basis for the Engineer's Construction Cost Estimate. The engineering estimates of anticipated construction costs will be prepared using historical unit prices from similar projects, other current cost data, and recent City of Redmond projects.

**Deliverables**

- 30% Quantities and Construction Cost Estimate (Electronic PDF and Excel Format including back-up calculations and lump sum breakdowns)

**7.5. QA/QC Review**

OTAK will complete quality assurance reviews for all primary deliverables included in Task 7. The QA/QC Review will follow the requirements defined in the Project Management Plan (Task 1.2) and be based on City of Redmond requirements and other applicable design standards defined in the Scope of Services.

**8. Preliminary Design/Engineering (60% PS&E)**

OTAK will provide Preliminary and Final Design/Engineering and perform the technical analysis necessary to ensure that this Phase 3 Segment of the Redmond Central Connector Trail meets applicable standards and is in general conformance with CITY Standards and WSDOT Standard

Specifications. OTAK will prepare the Plans, Specifications, and Construction Cost Estimates (PS&E) for the trail construction.

### **8.1. Design Coordination Meetings (Assume 3 Meetings)**

Design review coordination meetings with CITY Staff and the design team will occur around key project delivery milestones to review progress, to discuss project related issues, to review technical design topics, and to discuss/resolve milestone review comments. It is anticipated that a total of three (3) design review coordination meetings will be held during the 60% design period.

#### **Deliverables**

- Meeting Agendas and Meeting Minutes

### **8.2. Preparation of 60% Plans**

OTAK will prepare 60% level civil design plans for the proposed trail alignment. Plans will be prepared to current City of Redmond standards. An anticipated drawing list for the project is attached as Exhibit A-2 showing the drawings that are anticipated at the 60% level. Plans will include roadway sections, horizontal layout, vertical profile, and schematic layout of utility improvements for storm drainage and other utilities to be adjusted. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. The 60% Civil Plans will be coordinated and submitted to the CITY for review. Review comments will be addressed and incorporated into the 90% Civil Plans. Impervious area impact tables and tree impact tables will be included on the Plans.

#### **Deliverables**

- 60% Plans (Electronic 11x17 Inch PDF Format)

### **8.3. Preparation of Drainage Report (Draft)**

Drainage analysis will be conducted utilizing the current City of Redmond Stormwater Technical Notebook and utilizing the Washington State Department of Ecology Stormwater Management Manual for Western Washington. The drainage analysis will incorporate the drainage improvements designed and constructed by PSE for the Sammamish-Juanita Transmission Line Project.

OTAK will provide preliminary hydrologic and hydraulic analysis for the trail project, this analysis will include the preparation of a HSPF hydrologic model. Specific activities include the following:

- Review of existing drainage features and drainage patterns of the existing trail corridor and adjacent properties.
- Conduct a field reconnaissance of project area and vicinity including downstream analysis of natural drainage features.
- Define hydrologic characteristics of the site conditions for the project subbasins such as basin boundaries, area, land cover, soil types, flow paths and times of concentration.

- Define hydrologic characteristics and complete preliminary hydrologic modeling of historic and developed conditions.
- Complete a preliminary hydraulic analysis for the trail project to estimate the requirements for flow control, water quality treatment, and conveyance.
- Review infiltration alternatives for flow control (preferred approach).
- Calculate the City stormwater fees, assist with City review, and include calculations in the Drainage Report.

OTAK will evaluate the potential incorporation of low impact development (LID) techniques to address flow control and water quality treatment requirements within the proposed project limits. OTAK will complete a preliminary design of the drainage features including locations and sizes of storm drainpipes, infiltration facilities, dispersion systems, and water quality facilities. Drainage calculations will also be prepared for existing and proposed conveyance. The drainage analysis and calculations will be summarized in a Preliminary (60%) Drainage Report that will be the basis of design.

#### **Deliverables**

- Preliminary Drainage Report (Draft) (Electronic PDF and Word Format)

#### **8.4. Preparation of 60% Quantities and Construction Cost Estimate**

A Summary of Quantities will be prepared for the bid quantities anticipated at the 60% level of design. The Summary of Quantities will be used as the basis for the Engineer's Construction Cost Estimate. The engineering estimates of anticipated construction costs will be prepared using historical unit prices from similar projects, other current cost data, and recent City of Redmond projects.

#### **Deliverables**

- 60% Quantities and Construction Cost Estimate (Electronic PDF and Excel Format including back-up calculations and lump sum breakdowns)

#### **8.5. Preparation of 60% Outline Specifications**

Specifications will be based on the 2022 (or current) edition of the WSDOT Standard Specifications with the APWA supplement, current amendments, and CITY requirements. Special Provisions will address technical work, as well as issues such as inconvenience to the neighborhood and traveling public, allowable work hours, construction phasing, utility coordination and other items specific to the needs of the CITY. The specifications will be prepared to adhere to State and Federal funding requirements. The 60% level specifications will include outline specifications.

#### **Assumptions**

- The CITY will provide a current "front-end" boilerplate that includes the bid proposal and the contract documents
- OTAK will prepare Division 1 specifications with input from CITY



**Deliverables**

- 60% Outline Specifications (Electronic PDF and Word Format)

**8.6. QA/QC Review**

OTAK will complete quality assurance reviews for all primary deliverables included in Task 8. The QA/QC Review will follow the requirements defined in the Project Management Plan (Task 1.2) and be based on City of Redmond requirements and other applicable design standards defined in the Scope of Services.

**9. Final Design/Engineering (90% PS&E)**

OTAK will provide Final Design/Engineering and perform the technical analysis necessary to ensure that this Phase 3 Segment of the Redmond Central Connector Trail meets applicable standards and is in general conformance with CITY Standards and WSDOT Standard Specifications. OTAK will prepare the Plans, Specifications, and Construction Cost Estimates (PS&E) for the trail construction.

**9.1. Design Coordination Meetings (Assume 3 Meetings)**

Design review coordination meetings with CITY Staff and the design team will occur around key project delivery milestones to review progress, to discuss project related issues, to review technical design topics, and to discuss/resolve milestone review comments. It is anticipated that a total of three (3) design review coordination meetings will be held during the 90% design period.

**Deliverables**

- Meeting Agendas and Meeting Minutes

**9.2. Preparation of 90% Plans**

OTAK will prepare 90% level civil design plans for the proposed trail alignment. Plans will be prepared to current City of Redmond standards. An anticipated drawing list for the project is attached as Exhibit A-2 showing the drawings that are anticipated at the 90% level. Plans will include roadway sections, horizontal layout, vertical profile, and schematic layout of utility improvements for storm drainage and other utilities to be adjusted. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. The 90% Civil Plans will be coordinated and submitted to the CITY for review. Review comments will be addressed and incorporated into the Final (100%) Civil Plans.

**Deliverables**

- 90% Plans (Electronic 11x17 Inch PDF Format)

**9.3. Preparation of 90% Quantities and Construction Cost Estimate**

A Summary of Quantities will be prepared for the bid quantities anticipated at the 90% level of design. The Summary of Quantities will be used as the basis for the Engineer's Construction Cost Estimate. The

engineering estimates of anticipated construction costs will be prepared using historical unit prices from similar projects, other current cost data, and recent City of Redmond projects.

**Deliverables**

- 90% Quantities and Construction Cost Estimate (Electronic PDF and Excel Format including back-up calculations and lump sum breakdowns)

**9.4. Preparation of 90% Technical Specifications**

Specifications will be based on the 2022 (or current) edition of the WSDOT Standard Specifications with the APWA supplement, current amendments, and CITY requirements. Special Provisions will address technical work, as well as issues such as inconvenience to the neighborhood and traveling public, allowable work hours, construction phasing, utility coordination and other items specific to the needs of the CITY. The specifications will be prepared to adhere to State and Federal funding requirements. Task 9.4 will provide technical specifications at the 90% level.

**Assumptions**

- The CITY will provide a current “front-end” boilerplate that includes the bid proposal and the contract documents
- OTAK will prepare Division 1 specifications with input from CITY

**Deliverables**

- 90% Technical Specifications (Electronic PDF and Word Format)

**9.5. Preparation of Drainage Report (Final)**

Drainage analysis will be conducted utilizing the current City of Redmond Stormwater Technical Notebook and utilizing the Washington State Department of Ecology Stormwater Management Manual for Western Washington. The drainage analysis will incorporate the drainage improvements designed and constructed by PSE for the Sammamish-Juanita Transmission Line Project.

OTAK will complete a design level hydrologic and hydraulic analysis for each of the stormwater flow control and treatment facilities and each conveyance system within the project. OTAK will complete drainage design of the drainage facilities addressing CITY review comments from the 60% Drainage Report (Draft). Drainage calculations will also be prepared for existing and proposed conveyance. The drainage analysis and calculations will be summarized in a Final Drainage Report. The Final Drainage Report will be finalized based on the 90% trail design, overall areas of impact, and review comments from the CITY and/or permitting agencies. The City stormwater fees final calculations will be included in the Drainage Report.

**Deliverables**

- Final Drainage Report (Final) (Electronic PDF and Word Format)

### **9.6. QA/QC Review**

OTAK will complete quality assurance reviews for all primary deliverables included in Task 9. The QA/QC Review will follow the requirements defined in the Project Management Plan (Task 1.2) and be based on City of Redmond requirements and other applicable design standards defined in the Scope of Services.

## **10. Final Design/Engineering (100% and Bid Ready PS&E)**

OTAK will provide Final Design/Engineering and perform the technical analysis necessary to ensure that this Phase 3 Segment of the Redmond Central Connector Trail meets applicable standards and is in general conformance with CITY Standards and WSDOT Standard Specifications. OTAK will prepare the Plans, Specifications, and Construction Cost Estimates (PS&E) for the trail construction.

### **10.1. Design Coordination Meetings (Assume 2 Meetings)**

Design review coordination meetings with CITY Staff and the design team will occur around key project delivery milestones to review progress, to discuss project related issues, to review technical design topics, and to discuss/resolve milestone review comments. It is anticipated that a total of two (2) design review coordination meetings will be held during the design period.

#### **Deliverables**

- Meeting Agendas and Meeting Minutes

### **10.2. Preparation of Final (100% and Bid Ready) Plans**

OTAK will prepare Final (100% and Bid Ready) Plans for the proposed trail alignment. Plans will be prepared to current City of Redmond standards. An anticipated drawing list for the project is attached as Exhibit A-2 showing the drawings that are anticipated at the Final (100%) level. Plans will include roadway sections, horizontal layout, vertical profile, and schematic layout of utility improvements for storm drainage and other utilities to be adjusted. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Final (100% and Bid Ready) Plans will be stamped/signed by OTAK.

#### **Deliverables**

- Final (100% and Bid Ready) Plans (Electronic 11x17 Inch PDF/DWG Format)

### **10.3. Preparation of Final (100% and Bid Ready) Quantities and Construction Cost Estimate**

A Final (100% and Bid Ready) Summary of Quantities will be prepared for the bid quantities anticipated at the 100% level of design. The Summary of Quantities will be used as the basis for the Engineer's Construction Cost Estimate. The engineering estimates of anticipated construction costs will be prepared using historical unit prices from similar projects, other current cost data, and recent City of Redmond projects.

**Deliverables**

- Final (100% and Bid Ready) Quantities and Construction Cost Estimate (Electronic PDF and Excel Format including back-up calculations and lump sum breakdowns)

**10.4. Preparation of Final (100% and Bid Ready) Technical Specifications**

Specifications will be based on the 2022 (or current) edition of the WSDOT Standard Specifications with the APWA supplement, current amendments, and CITY requirements. Special Provisions will address technical work, as well as issues such as inconvenience to the neighborhood and traveling public, allowable work hours, construction phasing, utility coordination and other items specific to the needs of the CITY. The specifications will be prepared to adhere to State and Federal funding requirements. Task 10.4 will provide technical specifications at the Final (100% and Bid Ready) level and be stamped/signed. OTAK will be responsible for preparing the Project Specific Special Provisions, Amendments, and General Special Provisions. The CITY will perform the final assembly of the bid package.

**Assumptions**

- The CITY will provide a current “front-end” boilerplate that includes the bid proposal and the contract documents.
- OTAK will prepare Division 1 specifications with input from CITY.

**Deliverables**

- Final (100%) Technical Specifications (Electronic PDF and Word Format) stamped and signed by OTAK

**10.5. QA/QC Review**

OTAK will complete quality assurance reviews for all primary deliverables included in Task 10. The QA/QC Review will follow the requirements defined in the Project Management Plan (Task 1.2) and be based on City of Redmond requirements and other applicable design standards defined in the Scope of Services.

**11. Structural Design/Engineering**

**11.1. Preliminary Review of Structural Design Needs/Requirements**

OTAK will provide a preliminary review of structural design needs/requirements based on the preliminary trail alignment established per Task 7. Preliminary review will include documentation of structural design requirements and codes/standards to be followed. A field visit will be conducted to review site locations where structural design may be needed.

**11.2. Preparation of 30% Retaining Wall/Structure Concepts**

OTAK will prepare 30% level Retaining Wall/Structure Plans for the proposed trail alignment. Plans will be prepared to current City of Redmond standards. An anticipated drawing list for the project is attached as

Exhibit A-2 showing the drawings that are anticipated at the 30% level. Plans will include retaining wall layout and preliminary retaining wall sections. The 30% Retaining Wall/Structure Plans will be coordinated with the Civil Plans and submitted to the CITY for review. The following is a summary of the structures that are anticipated to be included in the project, based on preliminary discussions with the CITY:

- Up to four (4) separate retaining walls, with heights between four (4) feet and eight (8) feet
- Up to 500 LF of retaining walls

This task includes coordination with the geotechnical engineer regarding boring information and review of the results of the geotechnical investigation to establish foundation requirements. If additional structures are required for the proposed trail alignment the scope of services and budget may be adjusted.

#### **Assumptions**

- The retaining wall types are assumed to be gravity block walls, structural earth walls, geosynthetic wrap walls, or reinforced concrete walls. Other wall types, including soldier pile walls, tie-back walls, and soil-nail walls are not included.

#### **Deliverables**

- 30% Retaining Wall/Structure Plans (Electronic 11x17 Inch PDF Format)

### **11.3. Preparation of 60% Retaining Wall/Structure Design**

OTAK will prepare and submit plans and construction cost estimates for the work for each structure at the 60% design level. The plans will identify all proposed work including layouts, foundation type, dimensions of structural components, and material types. Retaining wall profiles and sections for all structural retaining walls will be provided indicating the wall type and limits. Conflicts with utilities and other existing or proposed project elements will be identified. OTAK will prepare a list of specifications that will identify each standard section and include a brief description of the special provisions required for each item of work.

#### **Assumptions**

- 60% Retaining Wall/Structure Plans will include layout (plan and elevation), wall typical section and details, and railing details

#### **Deliverables**

- 60% Retaining Wall/Structure Plans (Electronic 11x17 Inch PDF Format)
- 60% Outline Specifications (Electronic PDF and Word Format)
- 60% Quantities and Construction Cost Estimate (Electronic PDF and Excel Format)

### **11.4. Preparation of 90% Retaining Wall/Structure Design**

After CITY review of the 60% submittal, OTAK will prepare and submit plans, specifications, and a construction cost estimate for the work for each structure at the 90% design level. Plans will include

details for all portions of the proposed work for each structure and structural calculations will be performed to the 90% level.

Complete Special Provisions will be prepared and submitted for each applicable item of work. The construction cost estimate will be updated to reflect any changes to the design beyond the 60% level and will include all anticipated bid items to be used in the bid proposal.

**Deliverables**

- 90% Retaining Wall/Structure Plans (Electronic 11x17 Inch PDF Format)
- 90% Technical Specifications (Electronic PDF and Word Format)
- 90% Quantities and Construction Cost Estimate (Electronic PDF and Excel Format)

**11.5. Preparation of Final (100% and Bid Ready) Retaining Wall/Structure Design**

After CITY review of the 90% submittal, OTAK will prepare and submit Final (100% and Bid Ready) level retaining wall/structure plans, technical specifications, and a construction cost estimate for the work for each structure. The plans, technical specifications, and construction cost estimates will include all necessary information and details for construction. Structural calculations will be finalized and submitted. Structural plans, calculations, and technical specifications will be signed/stamped by OTAK. Plans will be prepared to current City of Redmond standards. An anticipated drawing list for the project is attached as Exhibit A-2 showing the drawings that are anticipated at the Final (100% and Bid Ready) level.

**Deliverables**

- Final (100%) Retaining Wall/Structure Plans (Electronic 11x17 Inch PDF/DWG Format)
- Final (100%) Technical Specifications (Electronic PDF and Word Format)
- Final (100%) Quantities and Construction Cost Estimate (Electronic PDF and Excel Format)

**12. Stakeholder Coordination and Public Involvement**

**12.1. Provide Support Materials/Graphics for Community Involvement**

OTAK will support the CITY in the coordination and facilitation of community involvement activities for the project. OTAK will assist in the preparation of website content, presentation materials including handouts, presentation graphics, and other appropriate graphics. An allowance has been established for this Task.

**12.2. Participation in Public Meetings (Assume 2 Meetings)**

OTAK will support the CITY in the coordination and facilitation of community involvement activities for the project. OTAK will assist in the preparation of presentation materials including handouts, presentation graphics, and other appropriate graphics. OTAK will attend up to two (2) Public Meetings.

### **12.3. Property Owner/Business Owner Meetings (Assume 4 Meetings)**

OTAK will support the CITY in the coordination and facilitation of up to four (4) Property Owner/Business Owner Meetings. OTAK will prepare presentation materials including handouts, presentation graphics, and other appropriate “leave behind” graphics. It is assumed that the property owner/business owner meetings will be limited to those businesses within the project limits.

### **12.4. Stakeholder/Agency Meetings (Assume 2 Meetings)**

There are several Stakeholder/Agency groups that may have an interest in this project. Examples include the City of Kirkland, King County, Puget Sound Energy, Funding Agencies, and the Redmond Business Community. Task 12.4 provides time for the preparation for and attendance of up to two (2) Stakeholder/Agency Meetings during the design process.

### **12.5. Transit Coordination**

OTAK will support the CITY in coordination activities with the transit agencies (King County Metro and Sound Transit). Coordination activities will include the establishment of transit stops (existing, relocated, or new) and route updates. This Task will also include coordination regarding transit stop modifications to improve pedestrian access. Task 12.5 will include one (1) Meeting with the transit agencies.

## **13. Special Studies (Optional – Not Included in Base Scope of Services Unless Otherwise Noted)**

### **13.1. Gateway Design – NE 124<sup>th</sup> Street (Optional – Not Included in Base Scope of Services)**

Optional – not included in Base Scope of Services. Further detail to be provided.

### **13.2. Artist Coordination and/or Art Integration (Optional – Not Included in Base Scope of Services)**

OTAK will assist the City of Redmond in selecting an artist for the Phase 3 Project. OTAK will participate in up to three (3) design meetings to coordinate and develop the artist scope and work product for the corridor. OTAK has included an allowance for art integration to further coordinate with the selected artist and to consider opportunities to integrate art elements into the proposed design (subject to available construction budget).

### **13.3. Intersection Improvements – NE 116<sup>th</sup> Street – West Side of Willows (Optional – Not Included in Base Scope of Services)**

Optional – not included in Base Scope of Services. Further detail to be provided.

#### **13.4. Trailhead and/or Parking Design (Optional – Not Included in Base Scope of Services)**

Optional – not included in Base Scope of Services. Further detail to be provided.

#### **13.5. Preparation of Temporary Traffic Control Plans**

OTAK will prepare Temporary Traffic Control Plans to be included with the bid package. The temporary traffic control plans will include vehicular and pedestrian routing impacts associated with the RCC3 construction, including intersection crossings and impacts to Willows Road NE. The Temporary Traffic Control Plans will address temporary shoulder closures, lane closures, intersection impacts, pedestrian detours, pedestrian closures, and temporary pedestrian ramp transitions. The Temporary Traffic Control Plans will be prepared utilizing City of Redmond and WSDOT Standard Plans and Details.

##### **Deliverables**

- Temporary Traffic Control Plans

### **14. Advertising and Bidding Support**

#### **14.1. Advertising and Bidding Coordination**

OTAK will assist the CITY in soliciting construction bids, including preparation of the bid advertisement, scheduling of bid advertisements, and coordination with Builder's Exchange regarding bidding documents. The CITY will advertise for bids, distribute, and track contract document distribution, collect document fees (if applicable), accept and process questions from bidders, distribute addenda, attend and facilitate bid opening, prepare and distribute the bid tabulation, and evaluate bids received.

#### **14.2. Response to Bidder Questions/Clarifications**

OTAK will attend one (1) Pre-Bid Meeting to summarize project requirements and to answer bidder/attendee questions. OTAK will further assist the CITY in responding to bidder questions during the bidding period and providing clarifications as required. Clarifications will be issued informally or in the form of Bid Addenda. OTAK will prepare the technical content for up to two (2) Bid Addendums during the bidding period.

#### **14.3. Assistance with Bid Review and Support Through Award of Bid**

The CITY will take the lead in preparing the bid tabulation and evaluating bids received. OTAK will assist the CITY with bid review – responding to technical questions or questions about individual bid item results, reviewing the bids, and checking references. Otak will submit a memorandum summarizing the items reviewed. Assistance with bid review will be limited to the hours shown in the hours/fees estimate.



## Subconsultants

### **Berger Partnership – Landscape Design and Urban Design**

Berger will collaborate in shaping/validating basic trail design and landscape architectural elements of the Redmond Central Connector Phase III. Berger will coordinate/review with Otak trail alignment (significantly already determined based on PSE work), and how exiting intersection “kit of parts” might be implemented (as can be incorporated based on projected costs). Irrigation is not anticipated in Phase III (consistent with Phase II). Planting Design is assumed limited to restoration of all disturbed areas (primarily with native seed restoration mixes).

### **Project Management and Coordination**

Includes the coordination with the City of Redmond and Otak along with project management, monitoring, and reporting of the contract documents and deliverables during the life of the project.

#### **Deliverables**

- Monthly invoice and project summary, kickoff, and general coordination meetings (up to 10)

### **Concept Development/Preliminary Design/Engineering (30% PS&E)**

#### Design Coordination Meetings:

Berger will attend design coordination meetings (up to 3 maximum) during the course of the project at the request of Otak or the City of Redmond.

#### **Deliverables**

- Meeting notes

#### Preparation of Alignment and Connection Concepts/Options:

Berger will assist in the development of the overall trail alignment at a 30% level.

#### Landscape and Urban Design Plans:

Berger will develop 30% urban design plan and landscape plans. Preliminary hardscape design sheets will be prepared only to reflect how the exiting “intersection kit-of parts” might be incorporated within project budget. (Planting sheets are not part of the 30% submittal)

#### **Deliverables**

- 30% Urban Design to exhibit the design intent for the corridor.

**Preliminary Design/Engineering (60% PS&E) (three active months anticipated):**

Design Coordination Meetings:

Berger will attend design coordination meetings (up to 3 maximum) during the course of the project at the request of Otak or the City of Redmond.

**Deliverables**

- Meeting notes

Landscape and Urban Design Plans:

Berger will develop 60% urban design plan and landscape plans. Comments from the 30% design will be responded to and incorporated into the 60% documents. Berger will provide comment responses to Otak for final incorporation into formal responses to the city. Urban Design Plans will continue to develop programming at intersections (approach) street crossings (as feasible within project budget). Planting typologies will be developed into a preliminary planting list of seed mixes for review by the city. Irrigation is not anticipated (consistent with Phase II).

**Deliverables**

- 60% Urban Design, Planting plans to reflect exhibit the design intent for the corridor.

**Final Design/Engineering (90% PS&E) (three active months, anticipated):**

Design Coordination Meetings:

Berger will attend design coordination meetings (up to 3 maximum) during the course of the project at the request of Otak or the City of Redmond.

**Deliverables**

- Meeting notes

Landscape and Urban Design Plans:

Berger will develop 90% urban design plan and landscape plans. Comments from the 60% design will be responded to and incorporated into the 90% documents. Berger will provide comment responses to Otak for final incorporation into formal responses to the city. Urban Design Plans and Details will be finalized for intersections (approach) and include paving materials (enhanced paving that departs from shared-use path typical paving, if any). Final planting plans and details will be prepared.

**Deliverables**

- 90% Urban Design and Planting plans

### **Final Design/Engineering (100% and Bid Ready PS&E) (two active months, anticipated):**

#### Design Coordination Meetings:

Berger will attend design coordination meetings (up to 1 maximum) during the course of the project at the request of Otak or the City of Redmond.

#### **Deliverables**

- Meeting notes

#### Final Landscape and Urban Design Plans:

Berger will develop 100% urban design plan and landscape plans. Comments from the 90% design will be responded to and incorporated into the 90% documents. Berger will provide comments responses to Otak for final incorporation into formal responses to the city. Urban Design Plans and Details will be finalized for intersections (approach) and include paving materials (enhanced paving that departs from shared-use path typical paving, if any). Final planting plans and details will be prepared.

#### **Deliverables**

- 100% Urban Design and Planting plans

### **Stakeholder Coordination and Public Involvement Support (Concurrent to Above Phases)**

#### Outreach Support:

Berger is providing an allowance for graphic support and meeting attendance to support the outreach effort.

### **HWA Geosciences – Geotechnical Engineering and Testing (DBE/SBE)**

#### **Review Existing Soil and Ground Water Information**

HWA will review readily available existing site information including geologic and existing geotechnical exploration information for the proposed alignment. This will include review of data from the work performed for the RCC Phase II project, and the PSE transmission line project.

**Site Reconnaissance** – HWA will visit the site observe the site conditions.

#### **Prepare Exploration Plan Memorandum for Conducting Handholes** – HWA will

prepare a letter illustrating our proposed exploration plan within the City of Redmond Right-of- Way. This will include determining the locations of up to six hand auger borings to be located near the locations where the proposed trail diverges from the PSE transmission line utility access road (assumes handholes to be at southern and northern ends of the trail and at both sides of the intersection at NE 116<sup>th</sup> Street). Explorations to include use of Dynamic Cone Penetrometer (DCP). We assume that

access to perform the explorations will not require traffic control.

**Mark Exploration Locations and Submit Locate Requests** – HWA will visit the site to mark proposed exploration locations and submit utility locates to the one-call center once the locations are finalized.

**Conduct Exploration Program** – HWA will conduct one day of hand hole explorations (up to six), at the locations provided in our exploration plan, to assess near surface conditions for design of low walls (less than four feet of exposed height) and support of the trail pavement.

**Prepare Summary Logs and Assign Laboratory Testing** – HWA will develop summary logs for each of the explorations based on the results from the handholes and assign laboratory testing to characterize the soil observed in the explorations.

**Evaluate Potential Use of Infiltration** – HWA will review the available infiltration testing performed for the PSE transmission line and provide recommendations for potential use of infiltration and the associated design infiltration rates. This assumes that adequate infiltration testing has been performed for the PSE project and no field testing will be required for this phase of the project.

**Perform Engineering Evaluations for Proposed Improvements:** HWA will perform engineering evaluations and analyses for geotechnical aspects of the project related to design for low walls and suitability of the soils to support standard trail lighting and pedestrian signalization.

**Prepare Draft Geotechnical Report** – HWA will provide a draft geotechnical report presenting a summary of the observations made in the field along with conclusions and recommendations for geotechnical aspects of the project including:

- Soil and groundwater conditions.
- Preliminary infiltration rates and feasibility.
- Recommendations for use of low walls to support the trail.
- Recommendations for support of standard trail lighting and pedestrian signalization.
- Criteria for site and subgrade preparation, fill placement, and compaction.
- Erosion control recommendations.

**Prepare Final Geotechnical Report** – HWA will finalize the geotechnical report once comments have been received from Otak and the City.

**Review Project Design Submittals for 60/90/100 Percent Design** – HWA will review the design teams submittals for consistency with the geotechnical recommendations and provide input for geotechnical aspects of the plans and specifications.

**HWA QA/QC:** All design calculations and recommendations will be reviewed by a senior principal prior to distribution to the design team and the City.

**Project Management** – HWA will provide project management for the various tasks associated with the project, as well as provide project coordination with Otak and the City. We will provide monthly invoices and progress reports.

## **Transportation Engineers NW – Traffic, Signal/Street Crossing Modifications, and Lighting**

### **Project Management and Coordination**

- TENW will attend agency coordination meetings including the Project Kickoff Meeting. Seven (7) total meetings are assumed.
- TENW will assist with Transit coordination and any project impacts to transit services.
- Deliverables will be meeting summary note in PDF format.

### **Data Collection and Review**

- TENW will conduct site visits for data collection and review of existing field conditions as well as review existing historical information to support the project design.

### **Franchise Utility Coordination**

- TENW will attend project team/franchise utility coordination meetings. Three (3) total meetings are assumed.
- TENW will coordinate with applicable franchise utilities and identify/resolve any utility conflicts that arise during design as well as evaluate the potential to accommodate future utilities.
- Deliverables will be meeting summary note in PDF format.

### **Transportation Design/Engineering**

- TENW will attend project team coordination meetings. Twelve (12) total meetings are assumed.
- TENW will prepare a Trail Illumination and Signal Modification plans consistent with City of Redmond standards and specifications. Trail Illumination is assumed to be consistent with the trail lighting installed as part of Phase 2 of the Redmond Central Connector. Traffic Signal impacts are assumed to be focused on APS improvements/relocations due to curb ramp replacement on the SE and NE corners of 9900 Block/Willows Rd, SE and NE corners of 116th St/Willows Rd and SE corner of 124th St/Willows Rd.
- This scope of services and associated fee assumes construction document preparation for 30%/60%/90%/100% PS&E submittal milestones (four (4) total submittal milestones assumed) for this task.
- Deliverables for this scope of work shall include:
  - Illumination Plans (up to 5 Sheets, 22% $\times$ 34%)
  - Illumination Details (up to 2 Sheets, 22% $\times$ 34%)
  - Photometric Plans (up to 5 Sheets, 22% $\times$ 34%)

- Traffic Signal Modification Plans (up to 3 Sheets, 22%<sup>oo</sup>x34%<sup>oo</sup>)
- Traffic Signal Details (up to 2 Sheets, 22%<sup>oo</sup>x34%<sup>oo</sup>)
- Cost Estimate (30%/60%/90%/Final)
- Project Specifications (60% Outline/90%/100%)

### **Special Studies (Optional – Not Included in Base Scope of Services)**

- TENW will prepare additional traffic signal modifications at the intersection of Willows Rd and NE 116th St if impacts to the NW and/or SW corners are identified to be required through the course of the project design development.
- TENW will assist with trailhead and/or parking design associated with the future City park development north of 116th St. Exact details to be determined upon authorization of this task.

### **Advertising and Bidding Support**

- TENW will provide Advertising and Bidding support including coordination, response to bidder questions/clarifications and assistance with bid review.

## **RES Group Northwest – Right-of-Way Acquisitions Services (DBE/SBE)**

### **Preliminary Right-of-Way Services**

#### **RIGHT-OF-WAY FUNDING ESTIMATE AND ADMINISTRATIVE OFFER SUMMARY (AOS)**

Following review of the right-of-way plan, RESGNW will prepare a ROW Funding Estimate all impacted parcels following WSDOT standards.

AOS will be written for those acquisitions valued under \$25,000. Should any appraisals be required, RESGNW will make a recommendation with cost estimates for appraisal consultants to the Prime or the City. Appraisals are optional and not included in the Base Scope of Services.

#### **TITLE REVIEW, CLEARING AND CLOSING**

RESGNW will review Agency supplied title reports for affected parcel and provide Title Review Memo identifying all potential encumbrances to project team members. RESGNW will assist in clearing the necessary encumbrances prior to closing, if feasible. RESGNW will assist in facilitating in-house closing on low impact parcel or manage closing through escrow should those services become necessary.

### **Acquisition Services**

#### **RIGHT-OF-WAY DOCUMENTATION, NEGOTIATIONS AND CLOSING**

RESGNW will assist the Agency in developing all right-of-way documents/offer letters in accordance with the Agency's right-of-way procedures manual for acquisition of impacted properties. RESGNW will draft the acquisition documents using City approved forms or QC any forms that are created directly by City

staff for pre-acquisition review by the WSDOT LPA coordinator before any offers are made to property owners.

REGNW agents will always act in good faith and never coerce owners in an attempt to settle the parcels. All negotiations will start with an in-person presentation of all offers when feasible. We will identify property owner issues, concerns, and differences early on and document that information in the individual parcel negotiation diaries. RESGNW will work with Agency staff throughout the negotiation process with the property owner until settlement is reached on each parcel.

#### **RIGHT-OF-WAY CERTIFICATION**

RESGNW will assemble the project's final parcel files and draft the supporting certification memo and property interest's summary. RESGNW will maintain constant contact with the local WSDOT LPA coordinator throughout the project, follow the WSDOT LAG manual and Uniform Act guidelines, and use the prescribed right-of-way documents with as little deviation as possible.

### **Cultural Resource Consultants – Cultural Resources (DBE/SBE)**

#### **Area of Potential Effect**

CRC will prepare documentation to define the project's area of potential effects (APE) for cultural resources. Documentation will consist of a letter with figures for the City's use in Section 106 consultation.

#### **Background Research**

CRC will conduct a search on Washington Department of Archaeology and Historic Preservation's (DAHP) WISAARD system to identify recorded historic built environment, historic register listed properties, archaeological sites, cemeteries, and previously completed cultural resources assessment in proximity to the project location. CRC will review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project location from a variety of available resources. The goal of background research is to provide contextual information regarding the natural environment and cultural use of the project location, identify recorded cultural resources, and determine the potential for as-yet unrecorded cultural resources to be encountered during proposed project actions.

#### **Tribal Contact**

CRC will contact the cultural resources staff of tribes that may have an interest in or information regarding the project location. This communication is intended to inform the cultural resources assessment and does not constitute government- to- government consultation. Copies of this correspondence and received responses will be included as an attachment in the cultural resources assessment.

#### **Field Identification**

CRC will conduct field investigations of the project location to identify archaeological and historical resources. Investigation will include pedestrian survey and subsurface excavation in amenable environments that have the potential to contain buried archaeological deposits. Methods will be consistent with DAHP guidelines.

**City of Redmond**

Redmond Central Connector Phase 3

27  
OTAK

### **Documentation of Findings**

CRC will document and record identified archaeological and historic sites within the project location on DAHP archaeological and/or historic site(s) forms. All identified resources will be photo-documented and recorded in the field. Archaeological materials or deposits will be documented and reburied, if appropriate, within the find location. Cultural resources will be evaluated for significance following local, state, and/or national significance as appropriate based on the project's regulatory nexus. Documentation will be consistent with DAHP standards and will be completed on DAHP's WISAARD system.

### **Cultural Resources Assessment Report**

CRC will prepare a technical memorandum describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards and the appropriate requirements based on the regulatory nexus. Report and support materials will be provided electronically in PDF format. An inadvertent discovery protocol and primary contacts will be provided as an attachment in the assessment. This task includes one round of consolidated comments from the client prior to the submission of the final report to DAHP. CRC will assist the client in submitting the cultural resources assessment and any associated documentation to DAHP, via their WISAARD system.

### **Tree Frog LLC – Arborist Services**

An allowance has been established for Tree Frog, LLC to provide arborist services on an hourly basis.



## Expenses

- Reimbursable for Reproduction of Plans, Specifications, Reports, Etc.
- Mileage/Travel
- Other Misc. Expenses
- Utility Locate Services (if required)

## Design Standards/Requirements

- City of Redmond Standards
- King County Regional Trail Standards
- Redmond Central Connector Master Plan
- WSDOT
- AASHTO
- NACTO

## Assumptions

- Design work will begin in June 2022 and be completed by December 2023. The bid advertisement period will be in early 2024. The target date for the start of construction is April/May 2024.
- The project schedule is contingent on completion of the Sammamish/Juanita Transmission Line and Maintenance Access Road Project by Puget Sound Energy.
- Federal construction funds must be obligated by June 2024.
- The CITY will lead community involvement/outreach.
- The CITY will pay for all required permit fees.
- The CITY will be responsible for all hazardous materials and special permits.
- The CITY will acquire all necessary Title Reports.
- No permits from King County will be required.
- No permits from the City of Kirkland will be required.
- A Shoreline Permit from the City of Redmond will not be required.
- Construction support services are not included in this scope of work but will be added later under supplemental agreements at the discretion of the City. Future supplemental agreements will be for additional work and may include construction engineering services, construction management and administration, and inspection and special inspection.

**Redmond Connector - Phase 3**  
**City of Redmond**  
**Preliminary Drawing List**

<b>Description</b>	<b>No. Sheets</b>	<b>30% Plans</b>	<b>60% Plans</b>	<b>90% Plans</b>	<b>Final Plans</b>	<b>Notes</b>
Cover Sheet, Vicinity Map, Index	1	yes	yes	yes	yes	
General Notes, Legend	1	yes	yes	yes	yes	
Horizontal/Survey Control Plans	9	yes	yes	yes	yes	Double Plan View
TESC and Demolition Plans	9		yes	yes	yes	Double Plan View
TESC and Demolition Details	1			yes	yes	
Trail Plan and Profile	18	yes	yes	yes	yes	
Trail Details	2	yes	yes	yes	yes	
Drainage Details	2		yes	yes	yes	
Retaining Wall Plans	2	yes	yes	yes	yes	Partial at 30%
Retaining Wall Details	2		yes	yes	yes	Partial at 30%
Hardscape/Urban Design Plans	4	yes	yes	yes	yes	Primary Connections
Landscape Plans	9		yes	yes	yes	Double Plan View
Hardscape/Landscape Details	4	yes	yes	yes	yes	
Signing and Striping Plans	9		yes	yes	yes	Double Plan View
Signing and Striping Details	1			yes	yes	
Signal and Illumination Plans	8	yes	yes	yes	yes	
Signal and Illumination Details	4	yes	yes	yes	yes	Double Plan View
Miscellaneous Details	2			yes	yes	
<b>Total Sheets</b>	<b>88</b>	<b>50</b>	<b>84</b>	<b>88</b>	<b>88</b>	

**Exhibit B**  
**DBE Participation Plan**

---

HWA Geosciences  
RES Group Northwest  
Cultural Resources Consultants (CRC)

**Preparation and Delivery of Electronic Engineering and Other Data**

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Redmond Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3D 2019 or later

Transmission: FTP, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D 2019 or later

Transmission: FTP, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Otak Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D 2019 or later

Transmission: FTP, Email, SharePoint

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

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

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

PDF, Word, SharePoint (as specified in Exhibit A)

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

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

II. Any Other Electronic Files to Be Provided

As specified in Exhibit A

III. Methods to Electronically Exchange Data

SharePoint and Outlook (as specified in Exhibit A)

A. Agency Software Suite

Microsoft Office, SharePoint (as specified in Exhibit A)

B. Electronic Messaging System

SharePoint, Outlook (as specified in Exhibit A)

C. File Transfers Format

Outlook, SharePoint (as specified in Exhibit A)

**Exhibit D**  
**Prime Consultant Cost Computations**

---

See Attached Prime Consultant Cost - Exhibit D



**Exhibit D  
Consultant Fee Determination**

Project Name: Redmond Central Connector III  
 Project Number: 50021915 / Otak Project No. 032246.E00  
 Consultant: Otak, Inc.

**NEGOTIATED HOURLY RATES**

Classification	Hours	Total Hourly Rate	Total
Sr. PIC/Sr. PM Civil	250	\$285.00	\$71,250
PIC/Sr. PM Civil		\$267.17	
Civil Engineer X	82	\$218.50	\$17,917
Civil Engineer IX	346	\$210.60	\$72,867
Civil Engineer VIII	66	\$188.23	\$12,423
Civil Engineer VII		\$165.07	
Civil Engineer VI		\$151.71	
Civil Engineer V	546	\$148.38	\$81,015
Civil Engineer IV	220	\$133.70	\$29,413
Civil Engineer III		\$121.60	
Civil Engineer I		\$110.56	
Civil Engineer I		\$100.50	
Engineering Designer V		\$121.60	
Engineering Designer IV		\$118.80	
Engineering Designer III	634	\$100.26	\$63,562
Engineering Designer II		\$95.63	
Engineering Designer I		\$86.37	
Engineering Technician VII		\$148.07	
Engineering Technician VI		\$127.09	
Engineering Technician V		\$116.36	
Engineering Technician IV		\$106.76	
Engineering Technician III	340	\$97.05	\$32,996
Engineering Technician II		\$88.23	
Engineering Technician I		\$80.20	
PIC /Sr. CM		\$212.85	
Construction Manager VI		\$202.46	
Construction Manager V		\$167.23	
Construction Manager IV		\$156.55	
Construction Manager III		\$142.32	
Construction Manager II		\$129.38	
Construction Manager I		\$117.62	
Field Representative VII		\$166.83	
Field Representative VI		\$151.66	
Field Representative V		\$133.48	
Field Representative IV		\$108.65	
Field Representative III		\$98.77	
Field Representative II		\$89.79	
Field Representative I		\$81.63	
CM Documentation Specialist III		\$131.10	
CM Documentation Specialist II		\$111.64	
CM Documentation Specialist I		\$101.49	
Landscape Architect VII		\$170.56	
Landscape Architect VI		\$157.29	
Landscape Architect V		\$145.23	
Landscape Architect IV		\$122.65	
Landscape Architect III		\$118.46	
Landscape Architect II		\$112.66	
Landscape Architect I		\$102.42	
Sr. PM - Planner II		\$164.10	
Sr. PM - Planner I		\$168.43	
Planner IV		\$155.81	
Planner III	8	\$149.80	\$1,198
Planner II		\$121.60	
Planner I		\$92.54	
Planner Assoc IV		\$98.81	
Planner Assoc III		\$98.81	
Planner Assoc II		\$97.88	
Planner Assoc I		\$85.91	
Sr. GIS Specialist - Planner		\$118.64	
Scientist VI		\$196.07	
Scientist V	96	\$163.49	\$15,695
Scientist IV		\$130.09	
Scientist III	96	\$118.27	\$11,354
Scientist II		\$104.76	
Scientist I		\$83.29	
PIC/ Sr. PLS		\$246.26	
Professional Land Surveyor V	12	\$202.39	\$2,429
Professional Land Surveyor IV		\$167.66	
Professional Land Surveyor III	16	\$153.50	\$2,456
Professional Land Surveyor II		\$139.56	
Professional Land Surveyor I		\$126.60	
Survey Crew Chief III		\$146.53	
Survey Crew Chief II	24	\$104.98	\$2,519
Survey Crew Chief I		\$84.83	
Survey Office Technician III		\$109.66	
Survey Office Technician II		\$89.46	
Survey Office Technician I		\$80.20	
Survey Field Technician III		\$89.46	
Survey Field Technician II		\$80.20	
Survey Field Technician I		\$70.95	
Project Coordinator II		\$135.73	
Project Coordinator I	176	\$124.93	\$21,988
Graphics Specialist	28	\$117.84	\$3,300
Project Admin Assist		\$97.17	
<b>Total Hours</b>	<b>2,940</b>	<b>Subtotal:</b>	<b>\$442,389</b>
<b>REIMBURSABLES</b>			
Mileage			\$500
Reproduction (copies, plots, etc.)			\$4,500
Miscellaneous			\$5,000
<b>Subtotal:</b>			<b>\$10,000</b>
<b>SUBCONSULTANT COSTS (See Exhibit E)</b>			
Berger Partnership			\$60,000
TENW			\$64,977
HWA Geotechnical			\$37,275
RES Group Northwest			\$25,556
CRC			\$4,055
Tree Frog LLC			\$4,500
<b>Subtotal:</b>			<b>\$196,363</b>
<b>Total:</b>			<b>\$648,752</b>
<b>Contingency:</b>			<b>\$56,248</b>
<b>GRAND TOTAL:</b>			<b>\$705,000</b>

**Redmond Central Connector Phase 3 (RCC3)**

Hour/Fee Estimate

Otak, Inc.

City of Redmond Project No. 50021915

Otak Project # 32246.EOO

Task	Description	Sr. PIC/Sr. PM Civil	Civil Engineer X	Civil Engineer IX	Civil Engineer VIII	Civil Engineer V	Civil Engineer IV	Civil Engineer III	Engineer Designer III	Engineer Technician III	Planner III	Scientist V	Scientist III	Graphic Specialist	PLS V Project Manager	PLS III	Survey Crew Chief II	Survey Crew Chief I	Project Coordinator I	Total Hours	Total Budget by Task	
<b>1.0</b>	<b>Project Management and Coordination</b>																					
1.1	Coordination with City of Redmond	30		16															12	58	\$13,419	
1.2	Preparation of Project Management Plan and Project Schedule	8		4															8	20	\$4,122	
1.3	Project Kickoff Meeting	8	4	4	4	4	4					4							4	40	\$7,531	
1.4	General Coordination Meetings with City (Assume 6 Meetings)	12	2	6	2	4						8							4	38	\$7,898	
1.5	Project Management Meetings with City (Assume 32 Meetings)	32																	4	36	\$9,620	
1.6	Subconsultant Management	12		6															8	26	\$5,683	
1.7	Project Monitoring and Reporting	36																	12	48	\$11,759	
<b>2.0</b>	<b>Data Collection and Review</b>																					
2.1	Data Collection and Review of Existing Information	2	4	6	4	8	4		4	4									2	38	\$6,221	
2.2	Review of Existing Field Conditions	2	4	4	4	4	4		4										2	28	\$4,819	
<b>3.0</b>	<b>Topographic Surveying/Mapping</b>																					
3.1	Supplemental Topographic Surveying/Mapping			4		8			4						8	16	24		2	66	\$9,262	
<b>4.0</b>	<b>Right-of-Way Support Services</b>																					
4.1	Right-of-Way Support Coordination and Management	2		8		8									4				2	24	\$4,501	
<b>5.0</b>	<b>Environmental/Permitting</b>																					
5.1	Review/Documentation of Regulatory Requirements	2		2	2	4						8	8						2	28	\$4,465	
5.2	General Coordination with Permitting/Regulatory Agencies	2		4	2							16	8						2	34	\$5,601	
5.3	Design Review and Coordination with Project Team			2	2							12	4						2	22	\$3,482	
5.4	Environmental/Permitting Field Work			2	2							12	16						2	34	\$4,902	
5.5	Preparation of Draft and Final Environmental Permits	2		2	2	4			4			24	40						4	82	\$11,504	
5.6	JARPA Forms and Drawings			2	2					2		8	12						2	28	\$3,969	
5.7	City of Redmond Permits	2		4	4	4					8	4	8						4	38	\$6,057	
5.8	Preparation of SWPPP and Stormwater Permit	2	2	8		12	16		24										8	72	\$10,017	
5.9	Preparation of Mitigation Design (TBD - If Required)																				TBD	
<b>6.0</b>	<b>Franchise Utility Coordination</b>																					
6.1	Coordination/Meetings with Utilities (Assume 2 Meetings)	2		4		8	2		2										2	20	\$3,317	
6.2	Coordination/Review and Utility Conflict Resolution	2		4		16	4		16	8									2	52	\$6,952	
6.3	Evaluate Accommodation of Future Utilities	2		4		12			8	4									2	32	\$4,633	
<b>7.0</b>	<b>Preliminary Design/Engineering (30% PSE)</b>																					
7.1	Design Review Coordination Meetings (Assume 4 Meetings)	8	4	8	4	8			4										4	40	\$7,680	
7.2	Review and Establish Preliminary Trail Alignment/Concepts	8		24		24			32	24				8					2	122	\$17,626	
7.3	Preparation of 30% Plans	4		24	2	80	8		80	40									2	240	\$31,664	
7.4	Preparation of 30% Quantities and Construction Cost Estimate	2		4		8			12											26	\$3,803	
7.5	QA/QC Review	4	4	8															2	18	\$3,949	
<b>8.0</b>	<b>Preliminary Design/Engineering (60% PSE)</b>																					
8.1	Design Review Coordination Meetings (Assume 3 Meetings)	6	4	6	4	6			4										4	34	\$6,392	
8.2	Preparation of 60% Plans	4		24	2	68	8		120	80									2	308	\$37,775	
8.3	Preparation of Drainage Report (Draft)		2	8	8	8	32		48	8									4	118	\$15,182	
8.4	Preparation of 60% Quantities and Construction Cost Estimate	2		4		8			12											26	\$3,803	
8.5	Preparation of 60% Outline Specifications		2	2		8	2		4										2	20	\$2,964	
8.6	QA/QC Review	4	4	8															2	18	\$3,949	
<b>9.0</b>	<b>Final Design/Engineering (90% PSE)</b>																					
9.1	Design Review Coordination Meetings (Assume 3 Meetings)	6	4	6	4	6			4										4	34	\$6,392	
9.2	Preparation of 90% Plans	4		20	2	48	8		120	80									2	284	\$33,965	
9.3	Preparation of 90% Quantities and Construction Cost Estimate	2		4		8			12											26	\$3,803	
9.4	Preparation of 90% Technical Specifications	2		8		20	4		8										12	54	\$8,058	
9.5	Preparation of Drainage Report (Final)		2	4	4	4	24		24										4	66	\$8,741	
9.6	QA/QC Review	4	4	8															2	18	\$3,949	
<b>10.0</b>	<b>Final Design/Engineering (100% and Bid Ready PS&amp;E)</b>																					
10.1	Design Review Coordination Meetings (Assume 2 Meetings)	4	2	4	2	4													2	18	\$3,639	
10.2	Preparation of Final (100% and Bid Ready) Plans	2		12	2	40	4		60	24									2	146	\$18,538	
10.3	Preparation of Final (100% and Bid Ready) Quantities and Construction Cost Estimate	2		4		8			8											22	\$3,402	
10.4	Preparation of Final (100% and Bid Ready) Technical Specifications	2		2		8			4										4	20	\$3,079	
10.5	QA/QC Review	2	2	4															2	10	\$2,099	
<b>11.0</b>	<b>Structural Design/Engineering</b>																					
11.1	Preliminary Review of Structural Design Needs/Requirements		4	2		4	12												2	24	\$3,743	
11.2	Preparation of 30% Retaining Wall/Structure Concepts		6	2		4	16			8										36	\$5,241	
11.3	Preparation of 60% Retaining Wall/Structure Design		6	2		4	24			8										44	\$6,311	
11.4	Preparation of 90% Retaining Wall/Structure Design		6	2		4	24			8									2	46	\$6,561	
11.5	Preparation of Final (100% and Bid Ready) Retaining Wall/Structure Design		4	2		4	12			4									2	28	\$4,131	

Overall Task Budget

\$60,032

\$11,040

\$9,262

\$4,501

\$49,997

\$14,902

\$64,720

\$70,063

\$64,907

\$30,757

\$25,987

**Redmond Central Connector Phase 3 (RCC3)**

Hour/Fee Estimate

Otak, Inc.

City of Redmond Project No. 500219

Otak Project # 32246.EOO

Task	Description	Sr. PIC/Sr. PM Civil	Civil Engineer X	Civil Engineer IX	Civil Engineer VIII	Civil Engineer V	Civil Engineer IV	Civil Engineer III	Engineer Designer III	Engineer Technician III	Planner III	Scientist V	Scientist III	Graphic Specialist	PLS V Project Manager	PLS III	Survey Crew Chief II	Survey Crew Chief I	Project Coordinator I	Total Hours	Total Budget by Task	
<b>12.0</b>	<b>Stakeholder Coordination and Public Involvement</b>																					
12.1	Provide Support Materials/Graphics for Community Involvement	2	4			8				4				12					2	32	\$4,683	
12.2	Participation in Public Meetings (Assume 2 Meetings)	4		8		8				8				8					2	38	\$5,981	
12.3	Property Owner/Business Owner Meetings (Assume 4 Meetings)	2		8		8				4									2	24	\$4,080	
12.4	Stakeholder/Agency Meetings (Assume 2 Meetings)	4		4		4				2									2	16	\$3,020	
12.5	Transit Coordination	2		4		4				2									2	14	\$2,450	
<b>13.0</b>	<b>Special Studies (TBD - If Required - Excluded from Base Scope)</b>																					
13.1	Gateway Design - NE 124th Street																					See Below
13.2	Artist Coordination and Art Integration																					See Below
13.3	Intersection Improvements - NE 116th Street (West Side of Willows)																					See Below
13.4	Trailhead and/or Parking Design																					See Below
13.5	Preparation of Temporary Traffic Control Plans	2		4		10			12	10										38	\$5,070	
<b>14.0</b>	<b>Advertising and Bidding Support</b>																					
14.1	Advertising and Bidding Coordination	2		4		8	2		4										2	22	\$3,518	
14.2	Response to Bidder Questions/Clarifications		2	8	2	8	4		4										2	30	\$4,871	
14.3	Assistance with Bid Review			4		8	2												2	16	\$2,547	
	<b>Total Hours</b>	<b>250</b>	<b>82</b>	<b>346</b>	<b>66</b>	<b>546</b>	<b>220</b>	<b>-</b>	<b>634</b>	<b>340</b>	<b>8</b>	<b>96</b>	<b>96</b>	<b>28</b>	<b>12</b>	<b>16</b>	<b>24</b>	<b>-</b>	<b>176</b>	<b>2,940</b>		
	<b>Billing Rate</b>	<b>\$285.00</b>	<b>\$218.50</b>	<b>\$210.60</b>	<b>\$188.23</b>	<b>\$148.38</b>	<b>\$133.70</b>	<b>\$121.60</b>	<b>\$100.26</b>	<b>\$97.05</b>	<b>\$149.80</b>	<b>\$163.49</b>	<b>\$118.27</b>	<b>\$117.84</b>	<b>\$202.39</b>	<b>\$153.50</b>	<b>\$104.98</b>	<b>\$84.83</b>	<b>\$124.93</b>			
	<b>Total Labor Cost</b>	<b>\$71,250</b>	<b>\$17,917</b>	<b>\$72,868</b>	<b>\$12,423</b>	<b>\$81,015</b>	<b>\$29,414</b>		<b>\$63,565</b>	<b>\$32,997</b>	<b>\$1,198</b>	<b>\$15,695</b>	<b>\$11,354</b>	<b>\$3,300</b>	<b>\$2,429</b>	<b>\$2,456</b>	<b>\$2,520</b>		<b>\$21,988</b>		<b>\$442,389</b>	
	<i>General Expenses - Reproduction, Mileage, Misc.</i>																					\$5,000
	<i>Utility Locate Services (APS) - Allowance</i>																					\$5,000
	<i>Berger Partnership - Landscape Architecture/Urban Design</i>																					\$60,000
	<i>HWA GeoSciences - Geotechnical Engineering</i>																					\$37,275
	<i>Transportation Engineers NW - signal/street crossing modifications, lighting</i>																					\$64,977
	<i>RES Group Northwest - Right-of-Way Acquisition</i>																					\$25,556
	<i>CRC - Cultural Resources</i>																					\$4,055
	<i>Tree Frog LLC - Arborist Services</i>																					\$4,500
	<b>Project Subtotal</b>																					<b>\$648,752</b>
	<b>Design Contingency</b>																					<b>\$56,248</b>
	<b>Project Total</b>																					<b>\$705,000</b>
	<b>OPTIONAL SERVICES</b>																					
	As-Built Survey of PSE Maintenance Access Road (If Required)																					\$13,250
	Right-of-Way Support Preparation of Exhibits/Legal Descriptions																					\$13,750
	Gateway Design - NE 124th Street																					\$25,000
	Artist Coordination and Art Integration																					\$10,000
	Intersection Improvements - NE 116th Street (West Side of Willows)																					\$15,000
	Trailhead and/or Parking Design																					TBD
	Enhanced Landscape/Urban Design																					\$40,000

Overall Task Budget

\$20,214

\$5,070

\$10,935

\$442,388

\$117,000

## ANTE Negotiated Hourly Rates

Project Name: Redmond Central Connector III  
 Project Number: 50021915 / Otak 032246.E00  
 Consultant: Otak, Inc.

### NEGOTIATED HOURLY RATES

Classification	DSC	Overhead 178.48%	Fee (Profit) 30.00%	Total Hourly Rate
Sr. PIC/Sr. PM Civil	\$ 92.39	\$164.90	\$27.72	\$285.00
PIC/Sr. PM Civil	\$ 86.61	\$154.58	\$25.98	\$267.17
Civil Engineer X	\$ 70.83	\$126.42	\$21.25	\$218.50
Civil Engineer IX	\$ 68.27	\$121.85	\$20.48	\$210.60
Civil Engineer VIII	\$ 61.02	\$108.91	\$18.31	\$188.23
Civil Engineer VII	\$ 53.51	\$95.50	\$16.05	\$165.07
Civil Engineer VI	\$ 49.18	\$87.78	\$14.75	\$151.71
Civil Engineer V	\$ 48.10	\$85.85	\$14.43	\$148.38
Civil Engineer IV	\$ 43.34	\$77.35	\$13.00	\$133.70
Civil Engineer III	\$ 39.42	\$70.36	\$11.83	\$121.60
Civil Engineer I	\$ 35.84	\$63.97	\$10.75	\$110.56
Civil Engineer I	\$ 32.58	\$58.15	\$9.77	\$100.50
Engineering Designer V	\$ 39.42	\$70.36	\$11.83	\$121.60
Engineering Designer IV	\$ 38.51	\$68.73	\$11.55	\$118.80
Engineering Designer III	\$ 32.50	\$58.01	\$9.75	\$100.26
Engineering Designer II	\$ 31.00	\$55.33	\$9.30	\$95.63
Engineering Designer I	\$ 28.00	\$49.97	\$8.40	\$86.37
Engineering Technician VII	\$ 48.00	\$85.67	\$14.40	\$148.07
Engineering Technician VI	\$ 41.20	\$73.53	\$12.36	\$127.09
Engineering Technician V	\$ 37.72	\$67.32	\$11.32	\$116.36
Engineering Technician IV	\$ 34.61	\$61.77	\$10.38	\$106.76
Engineering Technician III	\$ 31.46	\$56.15	\$9.44	\$97.05
Engineering Technician II	\$ 28.60	\$51.05	\$8.58	\$88.23
Engineering Technician I	\$ 26.00	\$46.40	\$7.80	\$80.20
PIC /Sr. CM	\$ 69.00	\$123.15	\$20.70	\$212.85
Construction Manager VI	\$ 65.63	\$117.14	\$19.69	\$202.46
Construction Manager V	\$ 54.21	\$96.75	\$16.26	\$167.23
Construction Manager IV	\$ 50.75	\$90.58	\$15.23	\$156.55
Construction Manager III	\$ 46.14	\$82.34	\$13.84	\$142.32
Construction Manager II	\$ 41.94	\$74.86	\$12.58	\$129.38
Construction Manager I	\$ 38.13	\$68.05	\$11.44	\$117.62
Field Representative VII	\$ 54.08	\$96.52	\$16.22	\$166.83
Field Representative VI	\$ 49.16	\$87.75	\$14.75	\$151.66
Field Representative V	\$ 43.27	\$77.23	\$12.98	\$133.48
Field Representative IV	\$ 35.22	\$62.86	\$10.57	\$108.65
Field Representative III	\$ 32.02	\$57.15	\$9.61	\$98.77
Field Representative II	\$ 29.11	\$51.95	\$8.73	\$89.79
Field Representative I	\$ 26.46	\$47.23	\$7.94	\$81.63

CM Documentation Specialist III	\$ 42.50	\$75.85	\$12.75	\$131.10
CM Documentation Specialist II	\$ 36.19	\$64.59	\$10.86	\$111.64
CM Documentation Specialist I	\$ 32.90	\$58.72	\$9.87	\$101.49
Landscape Architect VII	\$ 55.29	\$98.68	\$16.59	\$170.56
Landscape Architect VI	\$ 50.99	\$91.01	\$15.30	\$157.29
Landscape Architect V	\$ 47.08	\$84.03	\$14.12	\$145.23
Landscape Architect IV	\$ 39.76	\$70.96	\$11.93	\$122.65
Landscape Architect III	\$ 38.40	\$68.54	\$11.52	\$118.46
Landscape Architect II	\$ 36.52	\$65.18	\$10.96	\$112.66
Landscape Architect I	\$ 33.20	\$59.26	\$9.96	\$102.42
Sr. PM - Planner II	\$ 59.68	\$106.52	\$17.90	\$184.10
Sr. PM - Planner I	\$ 54.60	\$97.45	\$16.38	\$168.43
Planner IV	\$ 50.51	\$90.15	\$15.15	\$155.81
Planner III	\$ 48.56	\$86.67	\$14.57	\$149.80
Planner II	\$ 39.42	\$70.36	\$11.83	\$121.60
Planner I	\$ 30.00	\$53.54	\$9.00	\$92.54
Planner Assoc IV	\$ 32.03	\$57.17	\$9.61	\$98.81
Planner Assoc III	\$ 32.03	\$57.17	\$9.61	\$98.81
Planner Assoc II	\$ 31.73	\$56.63	\$9.52	\$97.88
Planner Assoc I	\$ 27.85	\$49.71	\$8.36	\$85.91
Sr. GIS Specialist - Planner	\$ 38.46	\$68.64	\$11.54	\$118.64
Scientist VI	\$ 63.56	\$113.44	\$19.07	\$196.07
Scientist V	\$ 53.00	\$94.59	\$15.90	\$163.49
Scientist IV	\$ 42.17	\$75.27	\$12.65	\$130.09
Scientist III	\$ 38.34	\$68.43	\$11.50	\$118.27
Scientist II	\$ 33.96	\$60.61	\$10.19	\$104.76
Scientist I	\$ 27.00	\$48.19	\$8.10	\$83.29
PIC/ Sr. PLS	\$ 79.83	\$142.48	\$23.95	\$246.26
Professional Land Surveyor V	\$ 65.61	\$117.10	\$19.68	\$202.39
Professional Land Surveyor IV	\$ 54.35	\$97.00	\$16.31	\$167.66
Professional Land Surveyor III	\$ 49.76	\$88.81	\$14.93	\$153.50
Professional Land Surveyor II	\$ 45.24	\$80.74	\$13.57	\$139.56
Professional Land Surveyor I	\$ 41.04	\$73.25	\$12.31	\$126.60
Survey Crew Chief III	\$ 47.50	\$84.78	\$14.25	\$146.53
Survey Crew Chief II	\$ 34.03	\$60.74	\$10.21	\$104.98
Survey Crew Chief I	\$ 27.50	\$49.08	\$8.25	\$84.83
Survey Office Technician III	\$ 35.55	\$63.45	\$10.67	\$109.66
Survey Office Technician II	\$ 29.00	\$51.76	\$8.70	\$89.46
Survey Office Technician I	\$ 26.00	\$46.40	\$7.80	\$80.20
Survey Field Technician III	\$ 29.00	\$51.76	\$8.70	\$89.46
Survey Field Technician II	\$ 26.00	\$46.40	\$7.80	\$80.20
Survey Field Technician I	\$ 23.00	\$41.05	\$6.90	\$70.95
Project Coordinator II	\$ 44.00	\$78.53	\$13.20	\$135.73
Project Coordinator I	\$ 40.50	\$72.28	\$12.15	\$124.93
Graphics Specialist	\$ 38.20	\$68.18	\$11.46	\$117.84
Project Admin Assist	\$ 31.50	\$56.22	\$9.45	\$97.17

## ***Exhibit E***

# ***Sub-consultant Cost Computations***

---

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

See Attached Sub Consultant Cost - Exhibit E

## EXHIBIT E

### Subcontracted Work

Project Name: Redmond Central Connector III  
Project Number: 50021915 / Otak Project No. 32246.E00  
Consultant: Otak, Inc.

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

<b>Subconsultant</b>	<b>Work Description</b>	<b>Amount</b>
Berger Partnership	Landscape Architecture/Urban Design	\$60,000
TENW	Traffic/Signals/Lighting	\$64,977
HWA Geotechnical (DBE/SBE)	Geotechnical Engineering, Testing	\$37,275
RES Group NW (DBE/SBE)	ROW Acquisition	\$25,556
CRC (DBE/SBE)	Cultural Resources	\$4,055
Tree Frog LLC	Arborist Services	\$4,500
	<b>Total:</b>	<b>\$196,363</b>

**Exhibit E  
Consultant Fee Determination**

Project Name: Redmond Central Connector III  
 Project Number: 50021915 / Otak Project No. 32246.E00  
 Consultant: **Berger**

**NEGOTIATED HOURLY RATES**

<b>Classification</b>	<b>Hours</b>	<b>Total Hourly Rate</b>	<b>Total</b>
Principal	75	\$194.51	\$14,588
Associate		\$141.97	
PM	207	\$111.31	\$23,040
LA Staff	209	\$84.28	\$17,615
Administrative		\$82.99	
<b>Total Hours</b>	491	<b>Subtotal:</b>	\$55,243
<b>REIMBURSABLES</b>			
Mileage			
Reproduction (copies, plots, etc.)			
Miscellaneous			\$4,757
		<b>Subtotal:</b>	\$4,757
		<b>Subtotal:</b>	

**Total:** \$60,000

**Contingency:** [Yellow Box]

**GRAND TOTAL:** \$60,000



## ANTE Table

Project Name: Redmond Central Connector III  
Project Number: 50021915 / Otak 032246.E00  
Consultant: **Berger**

### NEGOTIATED HOURLY RATES

<b>Classification</b>	<b>DSC</b>	<b>Overhead 139.70%</b>	<b>Fee (Profit) 30.00%</b>	<b>Total Hourly Rate</b>
Principal	\$ 72.12	\$100.75	\$21.64	\$194.51
Associate	\$ 52.64	\$73.54	\$15.79	\$141.97
PM	\$ 41.27	\$57.65	\$12.38	\$111.31
LA Staff	\$ 31.25	\$43.66	\$9.38	\$84.28
Administrative	\$ 30.77	\$42.99	\$9.23	\$82.99

**Exhibit E  
Consultant Fee Determination**

Project Name: Redmond Central Connector III  
 Project Number: 50021915 / Otak Project No. 32246.E00  
 Consultant: **TENW**

**NEGOTIATED HOURLY RATES**

<b>Classification</b>	<b>Hours</b>	<b>Total Hourly Rate</b>	<b>Total</b>
Principal	26	\$312.00	\$8,112
Sr PM	75	\$173.09	\$12,982
ENGR IV	72	\$117.70	\$8,474
ENG II	130	\$98.09	\$12,751
ENG 1	255	\$88.85	\$22,656
<b>Total Hours</b>	<b>558</b>	<b>Subtotal:</b>	<b>\$64,977</b>
<b>REIMBURSABLES</b>			
Mileage			
Reproduction (copies, plots, etc.)			
Miscellaneous			
<b>Subtotal:</b>			
<b>Subtotal:</b>			

**Total:** \$64,977

**Contingency:** [Yellow Box]

**GRAND TOTAL:** \$64,977

## ANTE Table

Project Name: Redmond Central Connector III  
Project Number: 50021915 / Otak 032246.E00  
Consultant: **TENW**

### NEGOTIATED HOURLY RATES

<b>Classification</b>	<b>DSC</b>	<b>Overhead 110.00%</b>	<b>Fee (Profit) 30.00%</b>	<b>Total Hourly Rate</b>
Principal	\$ 130.00	\$143.00	\$39.00	\$312.00
Sr PM	\$ 72.12	\$79.33	\$21.64	\$173.09
ENGR IV	\$ 49.04	\$53.94	\$14.71	\$117.70
ENG II	\$ 40.87	\$44.96	\$12.26	\$98.09
ENG 1	\$ 37.02	\$40.72	\$11.11	\$88.85

**Exhibit E  
Consultant Fee Determination**

Project Name: Redmond Central Connector III  
 Project Number: 50021915 / Otak Project No. 32246.E00  
 Consultant: HWA

**NEGOTIATED HOURLY RATES**

<b>Classification</b>	<b>Hours</b>	<b>Total Hourly Rate</b>	<b>Total</b>
Principal	4	\$297.91	\$1,192
Geotech Eng VIII	38	\$247.50	\$9,405
Geotech Eng V	78	\$168.05	\$13,108
Geologist V	26	\$152.78	\$3,972
Geo II	44	\$103.89	\$4,571
CAD	6	\$116.11	\$697
Contracts Admin	8	\$125.28	\$1,002
<b>Total Hours</b>	<b>204</b>	<b>Subtotal:</b>	<b>\$33,949</b>
<b>REIMBURSABLES</b>			
Mileage			\$100
Reproduction (copies, plots, etc.)			
Miscellaneous			\$3,226
		<b>Subtotal:</b>	<b>\$3,326</b>

**Total:** \$37,275

**Contingency:** [Redacted]

**GRAND TOTAL:** \$37,275

## ANTE Table

Project Name: Redmond Central Connector III  
 Project Number: 50021915 / Otak 032246.E00  
 Consultant: **HWA**

### NEGOTIATED HOURLY RATES

Classification	DSC	Overhead 175.55%	Fee (Profit) 30.00%	Total Hourly Rate
Principal	\$ 97.50	\$171.16	\$29.25	\$297.91
Geotech Eng VIII	\$ 81.00	\$142.20	\$24.30	\$247.50
Geotech Eng V	\$ 55.00	\$96.55	\$16.50	\$168.05
Geologist V	\$ 50.00	\$87.78	\$15.00	\$152.78
Geo II	\$ 34.00	\$59.69	\$10.20	\$103.89
CAD	\$ 38.00	\$66.71	\$11.40	\$116.11
Contracts Admin	\$ 41.00	\$71.98	\$12.30	\$125.28

**Exhibit E  
Consultant Fee Determination**

Project Name: Redmond Central Connector III  
 Project Number: 50021915 / Otak Project No. 32246.E00  
 Consultant: RES

**NEGOTIATED HOURLY RATES**

<b>Classification</b>	<b>Hours</b>	<b>Total Hourly Rate</b>	<b>Total</b>
Senior Acquisition Agent	142	\$129.97	\$18,456
<b>Total Hours</b>	142	<b>Subtotal:</b>	\$18,456
<b>REIMBURSABLES</b>			
Mileage			\$600
Reproduction (copies, plots, etc.)			
Miscellaneous			\$6,500
		<b>Subtotal:</b>	\$7,100
		<b>Subtotal:</b>	

**Total:** \$25,556

**Contingency:** [Yellow Box]

**GRAND TOTAL:** \$25,556

**ANTE Table**

Project Name: Redmond Central Connector III  
 Project Number: 50021915 / Otak 032246.E00  
 Consultant: **RES**

**NEGOTIATED HOURLY RATES**

<b>Classification</b>	<b>DSC</b>	<b>Overhead 58.01%</b>	<b>Fee (Profit) 30.00%</b>	<b>Total Hourly Rate</b>
Senior Acquisition Agent	\$ 69.13	\$40.10	\$20.74	\$129.97

# Exhibit F - Title VI Assurances Appendix A & E

## APPENDIX A

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

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



# **Exhibit F - Title VI Assurances Appendix A & E**

---

## APPENDIX E

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

### **Pertinent Non-Discrimination Authorities:**

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

# **Exhibit G**

## **Certification Document**

---

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

## Exhibit G-1(a) Certification of Consultant

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

\_\_\_\_\_

whose address is

\_\_\_\_\_

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Mayor

Other

of the \_\_\_\_\_, and \_\_\_\_\_

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

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

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

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

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

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

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

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_\*\*\*.

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

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

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

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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



## **Step 5 Forward Documents to Local Programs**

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

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

# *Exhibit J*

## **Consultant Claim Procedures**

---

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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



Memorandum

**Date:** 6/7/2022  
**Meeting of:** City Council

**File No.** AM No. 22-087  
**Type:** Staff Report

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

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

**DEPARTMENT STAFF:**

Planning and Community Development	Brooke Buckingham	Human Services Manager
Planning and Community Development	Tisza Rutherford	Outreach Administrator
Police	Susie Kroll	Community Support Administrator
Fire	Liz Downs	Firefighter/Paramedic

**TITLE:**  
Thrive Quarterly Report - Quarter 1, 2022

**OVERVIEW STATEMENT:**

This report provides an overview of the number of services and activities provided in first quarter as well as challenges and new developments for Thrive Program partners: Human Services, Homeless Outreach, Mobile Integrated Health, and Mental Health Professional.

**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:**  
N/A
- **Other Key Facts:**  
Thrive partners will provide quarterly informational updates to keep Council informed.

**OUTCOMES:**

Council and community members are briefed quarterly on each of the City’s programs that offer unique public safety and human services elements in support of the Redmond community vision.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Ongoing - quarterly updates.
- **Outreach Methods and Results:**  
City channels are used for promoting this comprehensive public safety and human services program including posting the recording of the presentation, periodic articles in the Focus print newsletter, Mayor’s Our Stories, redmond.gov/Thrive webpage, enews, and social media.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
The individual programs that make up the Thrive program fall under their respective budgets.

**Budget Priority:**  
Multiple

**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
------	---------	------------------

05/17/22	Committee of the Whole - Public Safety and Human Services	Receive Information
----------	---	---------------------

**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
TBD	Quarter 3 of 2022	Receive Information

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Thrive Quarter 1 Update

Attachment B: Thrive Presentation

Attachment C: Council Fund Balance Funding Awards

### Thrive Program Quarterly Update – Quarter 1, 2022 (January – March)

Redmond's THRIVE program strengthens the community through innovative programs that provide safety, stability, opportunity, and hope for anyone in need or crisis. The City of Redmond is dedicated to all members of our community and is proud of this creative approach to problem-solving and productive use of city resources. THRIVE includes programs such as a mental health professional who deploys alongside Redmond police, a homelessness response program that helps those who are unhoused and housing insecure, an alternative court for individuals who have committed low level offenses (e.g. shoplifting), a Mobile Integrated Health program providing resources that reduce the need for calling 911, as well as funding support to local non-profit partners who provide a range of supportive services to our community.

<b>Programs</b>	<b>Q1 Service Summary</b> <i>Activities and services provided (Jan, Feb, Mar)</i>	<b>Q1 Highlights</b> <i>New developments, challenges, and issues</i>
<b>Mobile Integrated Health</b>	<ul style="list-style-type: none"> <li>• 207 clients</li> <li>• 449 interactions</li> <li>• 185.2 client contact hours</li> <li>• 911 call decrease: 45.2%</li> <li>• Emergency Department visit decrease: 23.7%</li> </ul> <p><b>“I’ve really enjoyed the OTEP tonight, it honestly was some of the most specific training related to treating and reporting of mental health and vulnerable populations I’ve ever had in my EMS career.”</b></p>	<p>In addition to ongoing support to MIH clients (e.g. vaccine support, medical transportation, ramps, etc.), staff supported:</p> <ul style="list-style-type: none"> <li>• Billing schedule passed for citizens who make felonious 911 calls or use 911 for personal care.</li> <li>• Decisional Capacity and Mandatory Reporting training for over 500 responders: Redmond, Duvall, Snoqualmie, Fall City, Eastside, Kirkland, Leavenworth, and Tualatin Valley Fire and Rescue.</li> <li>• Health Fair for seniors at Sno Valley Senior Center, Redmond Senior group, Trilogy event, Fall City Days, and Duvall Days.</li> </ul>
<b>Homeless Outreach</b>	<ul style="list-style-type: none"> <li>• 110 participants served</li> <li>• 347 hours of direct service provided over 489 contacts</li> <li>• 18 clients permanently housed where housing was their goal</li> <li>• Of 10 satisfaction surveys distributed 100% reported positive feedback (e.g. I felt valued and respected; my rights were acknowledged, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>• 22 Emergency Housing Vouchers have been issued and are in various stages of lease-up.</li> <li>• Assisted with KCRHA with Point In Time interviews.</li> <li>• MOA with Housing Connector was finalized.</li> <li>• New challenge of landlords increasing rent and tenants being priced out of units.</li> <li>• Developed and distributed new customer satisfaction survey.</li> </ul>

	<b>"Thank you for giving me my life back!"</b>	
<b>Human Services</b>	<ul style="list-style-type: none"> <li>• 60 reports reviewed and payments processed</li> <li>• 93% of programs on target (despite ongoing effects of COVID on staffing and programming).</li> <li>• 5 new contracts processed</li> <li>• Provided technical assistance support to 19 organizations, including 8 Black, Indigenous, and People of Color (BIPOC) organizations.</li> </ul>	<ul style="list-style-type: none"> <li>• Strategic Plan finalized and approved.</li> <li>• Staff provided administrative support and trainings for cities and agencies that are part of the share1app system, the online application and reporting portal used by cities in North, East and South King County.</li> </ul>
<b>Redmond Community Court</b>	<ul style="list-style-type: none"> <li>• 58 total Community Court participants (5 graduates)</li> <li>• Average of 13 provider agency present per week</li> <li>• 44 visits to the resource center</li> <li>• 62 hours community service performed</li> </ul>	<ul style="list-style-type: none"> <li>• Prepared for the return of Community Court hearings and the Resource Center to the Redmond Library from City Hall.</li> <li>• Added nine new Resource Center providers - Sound Integrated, Alcoholics Anonymous, Bright Heart Health, Hopelink Transportation Services, Workforce Education, Eastside Salvation Army, Bellevue Work Crew, and We Care Daily Clinics, and Access Wireless.</li> </ul>
<b>Redmond Police Dept Co-Responding Mental Health Professional</b>	<ul style="list-style-type: none"> <li>• 315 contacts</li> <li>• 2 significant crisis/de-escalations of suicidal individuals</li> </ul>	Partnered with NAMI for the Joan and Scott Legacy Fund for Suicide Awareness and Prevention





# THRIVE Program

---

Staff Report  
June 7, 2022



## Purpose and Agenda



.....

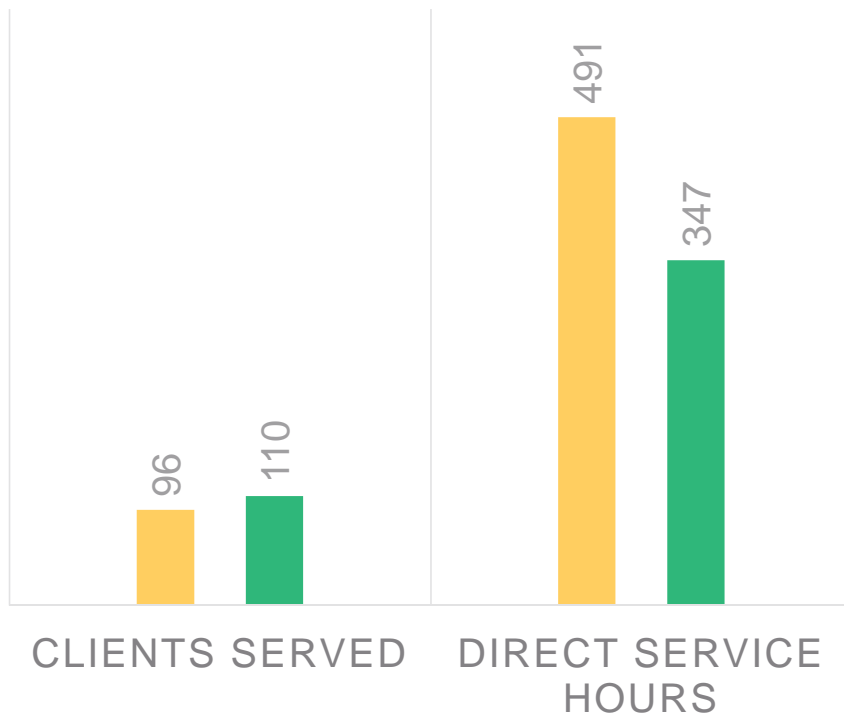
Provide Council an update on THRIVE Program:

- Quarter 1 activities and impact
- Emerging challenges and trends

*Redmond's THRIVE program strengthens the community through innovative programs that provide safety, stability, opportunity, and hope for anyone in need or crisis. THRIVE includes Homeless Outreach, Police Co-responding Mental Health Professional, Mobile Integrated Health, Redmond Community Court, and Human Services.*

## HOMELESS OUTREACH

■ Q1 2021 ■ Q1 2022



# Homeless Outreach

*Helping unhoused and housing insecure on a path toward stability*

## Q1 Activities

- Client satisfaction survey
- Processed emergency housing vouchers

## Challenges

- Rent increases
- Current gap in resources include shelter for couples, women, and individuals with pets



“Everything- housing, helping me find a job, get a counselor, help get my daughter back. Tisza is always there to listen when I'm feeling down and helps bring me back up.”

*- Client response to “What has been helpful?”*



# Police Co-responding Mental Health Professional

*Deploys alongside patrol officers to resolve  
crisis calls for service*

---

## Q1 Activities

- Partnership with National Alliance on Mental Illness (NAMI) for suicide prevention
- Two significant crisis/de-escalations of suicidal individuals
- 315 contacts in Q1 2022 - compared to 146 contacts in Q1 2021

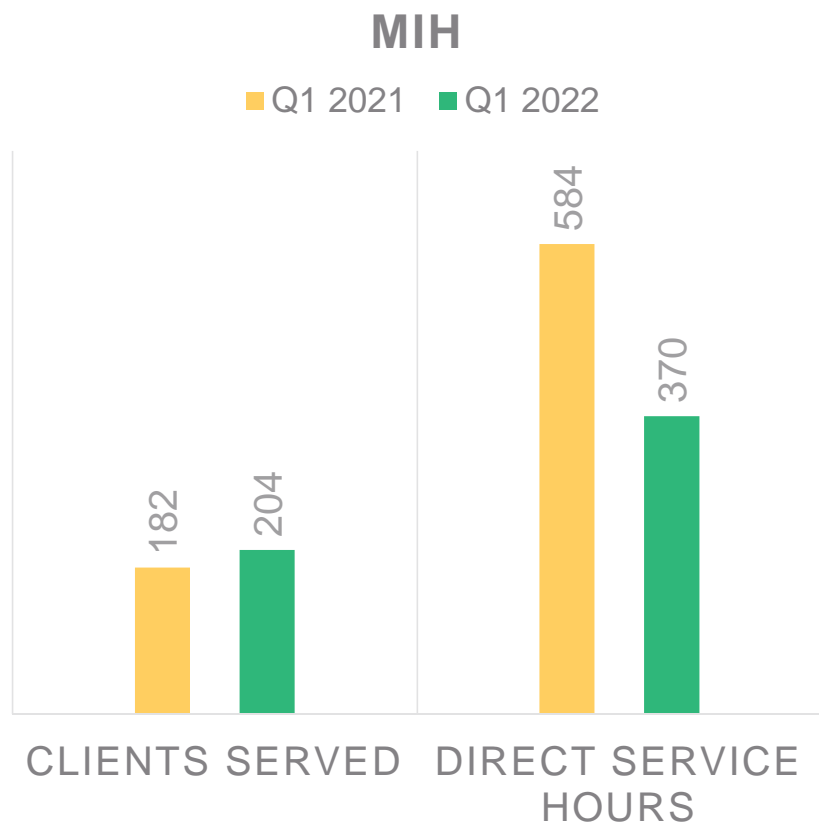
## Challenges

- Staffing shortages (One MHP)
- Available resources for referrals to care



# Mobile Integrated Health (MIH)

*Resources for residents and emergency responders to reduce unnecessary 911 calls*



.....

## Q1 Activities

- Trainings
- Health fairs

## Challenges

- Facility capacity
- Staffing for services



“Thank you for filling out the application for Randy's ramp. It is so much more than I expected. The team working continuously throughout the day. They were kind and considerate. This community has been so caring and helpful! You have made Randy's life so much better! He is improving every day. After the trip to the emergency room, he had an attitude change.”

- MIH client

# Redmond Community Court

*Alternative problem-solving court*

---

## Q1 Activities

- 58 Community Court participants
- 44 Resource Center visits
- 62 hours of community service

## Updates

- Court returned to library
- New resource center providers

## Challenges

- Scheduling substance abuse and mental health assessments







Frederick entered Redmond Community Court experiencing homelessness and drug addiction and was involved in behaviors that continuously lead him back to incarceration. Through partnership with Community Court providers and volunteers, Frederick stabilized his life and voluntarily entered the Union Gospel Mission treatment program. He has since established stable residency, maintained sobriety, and re-connected with his family.

- Success story



# Human Services Program & Partners

---

## Q1 Activities

- Contract administration
- 93% of programs meeting contract goals
- Technical assistance support to new applicants

## Challenges

- Staff hiring and retention
- Transition to in-person services

“I am so glad that have called me. Finally, I can ask help in Chinese.” Mr Chan told staff with an excitingly, “I don’t speak much English and my wife and I only know a handful of places in here, including a few grocery stores and schools.”

- Chinese Information and Service Center client

"Even during COVID, I feel like I am connecting with my counselor and have even started attending virtual groups. I don't feel so alone."

- Therapeutic Health Services client

# Thank You

---

Any Questions?

[redmond.gov/Thrive](http://redmond.gov/Thrive)



Funding Source	HS Fund Balance
<b>Agency</b>	<b>Award</b>
<b>4 Tomorrow</b>	<b>\$ 40,000</b>
Vaccine Equity	\$ 40,000
<b>ARCH</b>	<b>\$ 28,000</b>
Homeless Subregional Planning	\$ 28,000
<b>Centro Cultural Mexicano</b>	<b>\$ 35,000</b>
Vaccine Equity	\$ 25,000
Virtual Resource Center Access Project	\$ 10,000
<b>City of Redmond</b>	<b>\$ 652,084</b>
Heat Pump Campaign - Imagine Housing	\$ 25,000
Small Business Grants	\$ 500,000
Senior Lunch Program 2021	\$ 31,134
Senior Lunch Program Admin Costs	\$ 6,950
Senior Lunch Program 2022	\$ 89,000
<b>Congregations for the Homeless</b>	<b>\$ 76,772</b>
24/7 Enhanced Shelter Program	\$ 69,505
Covid-19 Response - Behavioral Health	\$ 7,267
<b>Crisis Connections</b>	<b>\$ 2,140</b>
Crisis Line	\$ 2,140
<b>Equitable Future</b>	<b>\$ 9,000</b>
Human Services Strategic Plan COVID19 Assessment	\$ 9,000
<b>Essentials First</b>	<b>\$ 25,000</b>
Hygiene Supplies	\$ 25,000
<b>Friends of Youth</b>	<b>\$ 84,158</b>
Drop-In Services for Homeless Youth and Young Adults	\$ 47,500
Youth and Young Adult Shelter	\$ 36,658
<b>Hopelink</b>	<b>\$ 300,000</b>
Rental Assistance	\$ 300,000
<b>IKRON of Greater Seattle</b>	<b>\$ 26,066</b>
Behavioral Health Services	\$ 26,066
<b>Immigrant Women's Community Center</b>	<b>\$ 4,500</b>
Vaccine Equity	\$ 4,500
<b>International Community Health Services</b>	<b>\$ 30,000</b>
Vaccine Equity	\$ 30,000
<b>Lake Washington Schools Foundation</b>	<b>\$ 7,200</b>
Translated Videos	\$ 7,200
<b>LifeWire</b>	<b>\$ 10,000</b>
LifeWire	\$ 10,000
<b>NAMI Eastside</b>	<b>\$ 9,058</b>
Individual & Family Support, Educational Programs, and Resource	\$ 9,058
<b>Overlake Christian Church</b>	<b>\$ 8,187</b>
Safe Parking	\$ 8,187
<b>Redmond United Methodist Church</b>	<b>\$ 105,000</b>
Food Box Program	\$ 105,000
<b>The Sophia Way</b>	<b>\$ 20,000</b>

Helen's Place - Day Center & Emergency Shelter	\$	20,000
<b>Therapeutic Health Services</b>	<b>\$</b>	<b>3,808</b>
Alcohol/Drug Treatment	\$	3,808
<b>Together Center</b>	<b>\$</b>	<b>300,000</b>
Campus Redevelopment	\$	300,000
<b>Youth Eastside Services</b>	<b>\$</b>	<b>95,649</b>
Behavioral Health Care for Children and Youth	\$	39,463
Early Childhood Behavioral Health	\$	56,186
<b>Grand Total</b>	<b>\$</b>	<b>1,871,622</b>



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

---

**Date:** 6/7/2022  
**Meeting of:** City Council

**File No.** SPC 22-066  
**Type:** Executive Session

---

Potential Litigation RCW 42.30.110(1)(i) - 15 minutes